



ROWAN COUNTY COMMISSION AGENDA

April 18, 2022 - 6:00 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/rowanboc6pm>

Password: 028144

Or join by phone:

Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 976 9368 1450

Password: 028144

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of Minutes: April 4, 2022

1 Consider Approval of Consent Agenda

- A. Habilitation Center, LLC Contract for DSS
- B. Yadkin PeeDee Water Management Group MOU and Dues
- C. Tax Refunds for Approval

- D. Grant Agreement NCDOT Project No: 36244.56.11.1 Design/Bid Taxiway Rehabilitation
 - E. Davco Roofing and Sheet Metal, Inc Contract for Courthouse Roof
 - F. REI Engineers contract for engineering fees for facilities roof
 - G. Health Insurance Premiums Effective 07-01-22
 - H. Request for Temp Full-Time Senior Heavy Equipment Operator
 - I. Acceptance of Grant/Interlocal Agreement for FY 21 Local Justice Assistance Grant
 - J. Approval to Apply for 5310 City of Concord FFY22
 - K. Blanche & Julian Robertson Foundation Grant Acceptance
- 2 Public Comment Period
 - 3 Public Hearing for Z 03-22
 - 4 Public Hearing for ZTA 02-22: Conditional Zoning
 - 5 Litter Report
 - 6 Financial Reports
 - 7 Budget Amendments
 - 8 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: <https://relaync.com>.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: April 8, 2022
SUBJECT: Consider Approval of Minutes: April 4, 2022

ATTACHMENTS:

Description

April 4, 2022 Minutes

Upload Date

4/12/2022

Type

Cover Memo

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



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

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
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MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

April 4, 2022 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Commissioner Klusman moved to add the following requests as additions to the Consent Agenda:

1. Authorize the County Manager to sign the North Carolina Museum of Natural Sciences Grant Contract for the County to receive \$75,000 (Added as Consent Agenda Item L).
2. Allocate \$258.09 to each teacher at Faith Academy Charter School for school supplies to match what is provided to each teacher at Rowan-Salisbury Schools. (Added as Consent Agenda Item M).

The motion was seconded by Commissioner Greene and carried unanimously.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the March 21, 2022 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. ARPA Funding Request
- B. National Cinemedia Agreement
- C. FY 22-23 HOME Funding Action Plan
- D. Cheerwine Satellite Parking Request
- E. Contract with Family Advantage, LLC for DSS
- F. Schedule Public Hearing for ZTA 02-22: Conditional Zoning, for April 18, 2022
- G. Schedule Public Hearing for Z 03-22
- H. Fifth Amendment for Securus Technologies
- I. Amendment No. 2 for REI Engineers, Inc. Master Agreement
- J. East Gold Hill VFD Lease and Option Agreement with HomeTrust Bank
- K. Request for Detention Center Staff Incentives
- L. Authorize the County Manager to sign the North Carolina Museum of Natural Sciences Grant Contract for the County to receive \$75,000 (addition to the Consent Agenda)

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

From: Anna Bumgarner, Director of Purchasing/Contract Administration
Bob Pendergrass, Animal Services Director

Re: North Carolina Museum of Natural Sciences Grant Contract

Date: April 1, 2022

On February 21, 2022, Rowan County Board of Commissioners awarded and approved a budget amendment to receive \$75,000 from the North Carolina Museum of Natural Sciences Grant. The County has now received the grant contract.

Attached is the Grant Contract, the request for payment and the approved agenda item D from 2/21/22.

Recommendation: The Animal Services and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to sign the North Carolina Museum of Natural Sciences Grant Contract for the County to receive \$75,000.

- M. Allocate \$258.09 to each teacher at Faith Academy Charter School for school supplies to match what is provided to each teacher at Rowan-Salisbury Schools (addition to the Consent Agenda).

King Diba, Chairman
Eric Green, Vice Chairman
Mike Caskey
Betsy Brown
Craig Elton



Asst. County Clerk
Cathy Boyce, Clerk to the Board
John M. Davis, R. County Attorney

Rowan County Board of Commissioners
181 West Jones Street • Salisbury, NC 28144
Telephone 704-226-6180 • FAX 704-226-8195

Board of Commissioners:

Request: Consider allocating \$258.09 to each teacher at Faith Academy Charter School for school supplies to match what is provided to each teacher at Rowan Salisbury Schools. The teach list is as follows:

Kindergarten - 4

1st - 3

2nd - 3

3rd - 3

4th - 3

5th - 3

6th - 4

7th - 2

Total: 21

Enhancement Teachers:

PE - 2

Art - 1

Life Skills - 1

Music - 1

Theatre Arts - 1

Total: 6

Teacher Assistants - 4

EC Teacher - 1

Recommendation: The Board to approve providing \$258.09 per teacher at Faith Academy Charter School for the purchase of school supplies and to approve the County Manager allocating funds via a budget amendment to cover appropriation.

Equal Opportunity Employer
Rowan County

2. SPECIAL RECOGNITION

A. PROCLAMATION FOR PUBLIC SAFETY TELECOMMUNICATORS WEEK

Commissioner Caskey described Telecommunicators as unsung heroes. Commissioner Caskey said Telecommunicators are faced with stressful situations and are unable to physically help someone in an emergency because they are manning the 9-1-1 phone lines. Commissioner Caskey talked about the importance of the role of Telecommunicator.

Commissioner Caskey then moved approval of a Proclamation for Public Safety Telecommunicators Week, which he read. The motion was seconded by Commissioner Pierce and passed unanimously.

The Proclamation was approved as follows:

WHEREAS, the services and functions performed by the Rowan County Public Safety Telecommunicators are critical to the safety and welfare of the citizens of Rowan County and the municipalities; and

WHEREAS, the Public Safety Telecommunicators provide 24-hour service seven days per week as the vital link in the chain of emergency services providers; and

WHEREAS, these dedicated professionals are the initial point of contact for citizens in crisis situations who need emergency services assistance. In answering the public's daily cries for help, they are often instrumental in saving lives and reducing property damage when tragedy strikes.

NOW THEREFORE the Rowan County Board of Commissioners does hereby proclaim April 10-16, 2022 as "Public Safety Telecommunicators Week" in Rowan County and urges all citizens to acknowledge the contributions of these loyal public servants.

The Board of Commissioners joined Allen Cress, Chief of Emergency Services, along with Battalion Chief Jenna Overcash and Captain Joe Garmye of the 9-1-1 Division in front of the dais for presentation of the Proclamation and for a photograph.

B. PROCLAMATION FOR CHILD ABUSE PREVENTION AND AWARENESS MONTH

Commissioner Klusman moved approval of the Proclamation for Child Abuse Prevention and Awareness Month, which she then read. The motion was seconded by Commissioner Pierce and passed unanimously.

The Proclamation was approved as follows:

WHEREAS, child maltreatment is a community problem and finding a solution depends upon involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when parents find themselves in stressful situations without community resources and unable to cope; and

WHEREAS, approximately 117,268 children were subject of investigations of abuse, neglect and/or dependency in North Carolina in Fiscal Year 2020; and

WHEREAS, 27 children were victims of homicide by their parent or caretaker in North Carolina during the year 2020; and

WHEREAS, the majority of child maltreatment cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, the effects of child maltreatment are felt by whole communities, and need to be addressed by the entire community; and

WHEREAS, effective child maltreatment prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

NOW THEREFORE, the Rowan County Board of Commissioners, does hereby proclaim April 2022 as Child Abuse Prevention Month in Rowan County and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to prevent child maltreatment and strengthen the communities in which we live.

The Board joined members from several agencies in front of the dais for presentation of the Proclamation and a photograph. Those joining the Board were Amy Brown, Executive Director of Smart Start and Chair of the Community Child Protection Team (CCPT), Micah Ennis, Director of Rowan County Department of Social Services (DSS), Alyssa Harris, Director of the Rowan County Health Department, and Shawn Edman with Prevent Child Abuse Rowan.

Ms. Brown sought the Board's approval of the 2021 Annual Report submitted by the CCPT. Ms. Brown explained that multiple agencies come together on a regular basis throughout the year to look at child abuse cases and prevention measures to ensure the well-being of children and to prevent future cases of child fatalities.

Each of the agency members in attendance (named above) came forward to highlight how their respective agencies worked together to serve children and their families.

In closing, and on behalf of the CCPT, Ms. Ennis asked the Board to accept and approve the Annual Report.

Commissioner Klusman moved to accept the Annual Report. The motion was followed by a second from Commissioner Pierce and passed unanimously.

3. PUBLIC COMMENT PERIOD

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

4. PUBLIC HEARING & SUMMARY PRESENTATION – PROPOSED RED ROCK INDUSTRIAL PARK

Scott Shelton, Vice President of the Rowan Economic Development Council (EDC), presented the economic impact summary for the proposed Industrial Park (Park) by Red Rock Developments (RRD). Mr. Shelton said RRD was a privately-held real estate and development company based in Columbia, South Carolina. The Company's primary focus was in the speculative development of warehouse/distribution facilities located in major United States markets.

RRD identified property on Long Ferry Road as a potential site along the I-85 corridor for a new industrial park. The location was approximately 380 acres and comprised of six (6) parcels (Parcels 603 045, 603 112, 603 113, 603 114, 603 116 and 603 118) located approximately a half-mile from the Chewy facility and near Dukeville Road.

RRD proposed to construct up to six (6) buildings totaling 2.6 million square feet at the location. The total capital investment was estimated at approximately \$198 million. Once the buildings were completed, they would either be leased or sold to companies seeking to locate or expand their businesses in Rowan County. The number of new jobs created and amount of capital investment in personal property would be determined by the end users of the new buildings.

The Park would be developed in multiple phases. Mr. Shelton highlighted the scope and timing for each phase.

Phase I would be for the construction of two (2) buildings with a combined 1.65 million square feet. The estimated completion date was the fourth quarter of 2022 with an estimated capital investment of \$117 million.

Phase II would be for the construction of two (2) buildings with a combined 660,000 square feet. The estimated completion date was by the fourth quarter of 2024 with an estimated investment of \$55 million.

Phase III would be for the construction of two (2) buildings with a combined 330,000 square feet. The estimated completion date was by the fourth quarter of 2025 with an estimated capital investment of \$26 million.

Mr. Shelton reported that providing utilities to the site would require the extension of approximately 4,000 linear feet of 16" water main, as well as approximately 4,000 linear feet of force main sewer (4"). A pump station would need to be installed in the southern portion of the new development.

Due to the increased traffic that would result from the Project, improvements to Long Ferry Road (Road) would be necessary. A Traffic Impact Analysis (TIA) was completed on the Project in February, and as a result, the North Carolina Department of Transportation (DOT) would require numerous improvements to the Road as a condition of their approval of the Project. The improvements included, among others:

- Installation of a traffic signal at Long Ferry Road and Front Creek Road
- Installation of a traffic signal at Long Ferry Road and the I-85 northbound ramp
- Installation of a traffic signal at Long Ferry Road and the I-85 southbound ramp
- Addition of numerous turn lanes and the extension of existing ones

RRD would be responsible for the cost of the infrastructure improvements, which RRD estimated at \$4.2 million.

The property was zoned for residential and agricultural purposes. As such, RRD or the current property owners would need to apply for a conditional district rezoning.

Mr. Shelton discussed the County's adopted Investment Grant Program and the requested assistance from RRD for each phase of the Park as follows:

Requested Assistance – Phase I

Based on RRD's potential investment of \$117 million for Phase I, RRD would typically qualify for a Level 3 Grant, which would provide a five-year grant equal to 85% of new taxes paid.

If Red Rock were to receive a Level 3 Grant, it would have an estimated value of \$3,269,419.

As previously mentioned, RRD anticipated its cost for water, sewer, and the Road improvements to be \$4.2 million. In lieu of a traditional Level 3 grant, RRD was requesting Rowan County reimburse the Company \$4.2 million for these infrastructure improvements. The reimbursement would be paid upon the lease of substantially all of the facilities or sale of the facilities and property to a third-party job creator that qualified for Economic Development Grants under North Carolina General Statute § 158-7.1.

Based on the County's current tax rate of .6575, the completed project should generate approximately \$769,275 per year of real property tax revenue and \$7,692,750 over a ten-year period. Utilizing these projections, the County should recoup the \$4.2 million expenditure within five years and finish with \$3,492,750 in net revenue over a ten-year period.

Requested Assistance – Future Phases of the Project

Phase II – RRD planned to invest \$55 million in the construction of two (2) speculative buildings. It was requested that incentives be offered as stated in the County's adopted incentive policy for this phase. Based on a \$55 million investment, the policy's current terms provided for a grant equal to 80% of new taxes paid for five (5) years. This would result in the County collecting an estimated \$3,616,250 of revenue while disbursing an incentive grant of \$1,446,500. The County would retain \$2,169,750 in net tax revenue over a ten-year period from Phase II.

Phase III - RRD planned to invest \$26 million in the construction of two speculative buildings for Phase III of this project. It is requested that incentives be offered as stated in the County's adopted incentive policy for this phase. Based on a \$26 million investment the policy, under its current terms, provides for a grant equal to 75% of new taxes paid for five years. This would result in the County collecting an estimated \$1,709,500 of revenue while disbursing an incentive grant of \$641,063. The County would retain \$1,068,438 in net tax revenue over a ten-year period from Phase III of the project.

Like the reimbursement request for Phase I's infrastructure expenditures, the future incentive grants for Phases II and III would only be payable upon the lease of substantially all of the facilities or sale of the facilities and property to a third-party job creator that qualifies for Economic Development Grants under North Carolina General Statute §158-7.1.

Todd Ward with RRD participated in the meeting via Zoom. Mr. Ward noted the investment for the spec buildings that had been reported did not include upfits that any of the future tenants/employers would be making. Mr. Ward said those investments would further add to the real and personal property figures in the tax base.

Commissioner Pierce questioned the time frame for construction. Mr. Todd expressed hope the ground breaking would commence at the end of summer and it would be around the end of the third quarter or beginning of the fourth quarter when RRD hoped

to have the Certificate of Completion for the shell buildings. At this point, Mr. Todd said marketing could begin.

Commissioner Pierce inquired as to how the proposed road improvements would impact the timeline for RRD's construction. Mr. Todd responded that RRD had built the road improvements into its' schedule for construction. The buildings would be done concurrent with the other site work. Mr. Ward noted there would be left and right turn lanes in/out of the project site and through traffic would not be hindered, at least in design. Mr. Ward said RRD had worked closely with the DOT to ensure RRD went above and beyond what would be required for public safety in travel.

Chairman Edds agreed that travel on Long Ferry Road (Road) had been a concern. Chairman Edds said there would be turn lanes from both directions so travel could be maintained.

Chairman Edds stated that in addition to what RRD had to do, they had to perform a DOT study. Chairman Edds said the Road was important for lake and residential travel. The County had worked with the Metropolitan Planning Organization (MPO) to commission the County's own study of the Road, which would be done in conjunction with existing study RRD had done. Chairman Edds mentioned the Town of Spencer (Spencer) was also interested in the Road study as Spencer had projects being considered along the west side of I-85. Chairman Edds said he had extra copies of the DOT study if anyone was interested. Chairman Edds said there would be a couple of new traffic lights at I-85, as well. Chairman Edds discussed the turn lanes that would result from the proposed project.

Mr. Ward reiterated RRD had gone above and beyond with regards to traffic improvements for the different types of tenants/uses in the spec buildings.

Chairman Edds noted and Mr. Ward confirmed the DOT had required RRD to make sure the Chewy traffic was considered for the road changes.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed RRD Industrial Park. The following citizens came forward:

- William Clay Shoaf of 2710 Long Ferry Road asked if any costs for the road improvements to RRD would be passed on to the taxpayers, or, if RRD would take care of the expenses.

Chairman Edds said Mr. Shelton had talked about the water line during his presentation. Chairman Edds said the water line went past the site; however, RRD would require approximately 2500 feet of a fire line that would come onto the south side of the property. Chairman Edds said the sewer would extend from the line to Chewy, which had been paid for through a State grant. RRD intended to design, engineer and hire contractors to pay for the sewer line. Chairman Edds said the County was normally

asked to negotiate economic development incentives for a new project of this type; however, RRD was instead asking the County to reimburse them for the cost of the improvements.

Mr. Shoaf said the taxpayers would be involved for the reimbursement.

Chairman Edds said the developer/company pays in taxes and as part of an incentive, the County agrees to pay back an inducement to have the company bring the development and jobs to the community. The County would refund up to \$4.2 million since a lot of the improvements were to Long Ferry Road.

Mr. Shoaf asked if the current meeting was the proper time to talk about rezoning and Chairman Edds responded the current hearing was about the incentive and the Board did not have a date for the rezoning.

- Jackie Watson, 3715 Long Ferry Road, stated there were millions of square feet of speculative warehouse space and she asked how much more the County needed. Ms. Watson felt there were plenty of empty warehouses and the County planned to add more empty buildings with no tenants. Ms. Watson wondered where all the employees would live since there were constantly articles in the newspaper about the lack of housing in the County. Ms. Watson felt the County did not have the infrastructure to handle the growth. Ms. Watson referred to the comments from Chairman Edds about projects for Spencer and she asked what those projects were. Ms. Watson said she had a lot of questions but no answers.

Chairman Edds stated current information for the Charlotte region showed a demand for 46 million square feet. Chairman Edds reported that in the recent past the County missed an opportunity to land a business looking for 80,000 square feet for manufacturing. Chairman Edds continued by saying RRD did not want to build \$117 million in facilities to go broke and was building due to the demand in and around the County. Chairman Edds said development was occurring along the I-85 corridor and RRD would not be building facilities if it did not believe the buildings could be marketed and filled.

With regards to housing, Chairman Edds talked about the increase in the number of permits for houses and apartments. Chairman Edds said there was concern about what would happen with the schools. Chairman Edds said police protection also did not come free. Chairman Edds said there was a “push and pull” and people wanted better jobs and better benefits. Chairman Edds said the County had to make itself attractive to companies looking for space and the payroll, retail sales, etc. that comes from the new companies were huge for the County. Chairman Edds said the County had been waiting decades for the growth.

Ms. Watson asked how the funds were put in the coffers to pay for schools.

Commissioner Greene said RRD would spend millions on the speculative buildings and the taxes for the buildings would come due every year. Commissioner Greene said someone would be paying taxes on the structures whether they were occupied or not.

Chairman Edds highlighted the spinoff benefits from the new Macy's distribution center currently being built and the benefits that would come from 2800-plus additional jobs, the \$100 million in payroll to families in the community, retail sales, etc.

- Mike Julian, 135 Whippoorwill Lane, expressed concern with the traffic flow and whether the new traffic lights would back up traffic coming off the I-85 ramp and/or from the Chewy facility. Mr. Julian felt a round-about would keep traffic flowing faster and keep it moving.
- Zachary Hedrick, 975 Long Ferry Road, said he lived in the middle of the Carlton site. Mr. Hedrick said he found the comments from others about RRD upsetting. Mr. Hedrick said he did not want false rumors or selfish interests to get in the way of letting the proceedings move along.
- William Shoaf came back to the podium. Mr. Shoaf said there seemed to be a lot of "ifs" being put into the project. Mr. Shoaf said he did not know where the County would get the employees to fill the jobs.

Commissioner Greene described the EDC as an independent agency and that a couple years ago the EDC reported there were at least 3.5 million people within a 50-mile radius. Commissioner Greene stated that companies perform studies in order to know they will be able to fill the jobs.

Chairman Edds said it was highly unlikely the buildings would not be filled and Commissioner Greene noted RRD had investors to put money into the project and therefore did not rely on banks.

With no one else wishing to address the Board, Chairman Edds closed the public hearing.

Mr. Ward said the incentives were performance-based meaning there are no incentives unless there is a tenant. Therefore, Mr. Ward said all of the risk was on RRD. Mr. Ward referred to the \$4.2 million infrastructure reimbursement and shared that the reimbursement did not include design, permitting fees, etc. RRD was absorbing some of the costs. Mr. Ward said investors required RRD to provide them with a labor study to show the labor force exists.

Commissioner Greene moved to approve the request from the EDC regarding RRD. The motion was seconded by Commissioner Caskey and passed unanimously.

5. PUBLIC HEARING & SUMMARY PRESENTATION – GENERAL RV PROJECT

Scott Shelton, Vice President of the Rowan Economic Development Council, presented the request regarding an offer to purchase county-owned land off East Ritchie Road.

Mr. Shelton reported that General RV was considered one of the nation's premier recreational vehicle dealers and operated fourteen (14) dealerships across seven (7) states. General RV was seeking a site along the I-85 corridor for a new facility in the southeastern United States. The Company had identified a 40.24-acre site, identified as Tax Parcel 401 108 off East Ritchie Road, as a site of interest. The Company offered \$2.9 million. A recent appraisal estimated the market value for the property at \$1,950,000.

If acquired, General RV planned to open a large recreational vehicle dealership and service center. The Company would create 150 full-time jobs over the next three (3) years as part of the project. The new jobs would include a variety of positions such as mechanics, sales, finance, and administration. According to the Company, the average annual salary for these positions was expected to be \$65,000.

General RV would invest approximately \$25 million into the Project through the construction of a new facility and the installation of equipment. The Company estimated the facility would be completed within thirty (30) months of acquiring the property.

Mr. Shelton reported that General RV was not seeking any incentives from the County for the Project and only asked the County to sell them the property for their offered price of \$2.9 million.

The Board was asked to consider conveyance of the property for economic development purposes utilizing North Carolina General Statute § 158-7.1(d), which eliminated the upset bid process requirement and allowed for private negotiation.

Mr. Shelton highlighted the revenue projections the Project would generate. Mr. Shelton said the Project appeared to have a lengthy list of benefits and no apparent liabilities. The Project would add \$25 million to the County's tax base and generate approximately \$1.6 million of new property tax revenue over a ten-year period. The County would also benefit from increased sales tax revenue and visitor spending as a result of the Project. In addition to the creation of 150 new jobs by the Company, General RV's new dealership would lead to the creation of 66 indirect and induced jobs.

In closing, Mr. Shelton said the EDC was requesting the Board consider approval for the sale of Parcel 401-108 to General RV for \$2.9 million.

John Balice, Director of Facilities and Development for General RV, came forward to speak to the Board. Mr. Balice felt the site and community would be a good fit for General RV. Mr. Balice said the area had a strong RV market, as well as a strong

employment base. Mr. Balice said the Company would be a strong economic partner for Rowan County.

Chairman Edds opened the public hearing to receive citizen input regarding the offer to purchase county-owned land from General RV. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds recalled the County received a different offer for the property several months back in the amount of \$1.2 million, which was the tax value. The County then had the land commercially appraised, which came in at \$1.9 million. Chairman Edds continued by saying the original offer had been bumped to \$1.9 million. However, the same day, the County had received a second offer and this time from General RV. The offer was for more than the commercial appraised value.

Chairman Edds said the County had not initially been keen about the project; however, that had changed when General RV brought its whole team to meet about with the County about the proposed project. Chairman Edds talked about General RV's sales and services, as well as the 150 or more jobs the company would bring, paying \$65,000 per year. Chairman Edds said General RV would attract tens of thousands of visitors to Rowan County and those visitors would stay in the County's hotels and eat in restaurants, etc.

Chairman Edds continued by saying the County had asked for references and held Zoom calls with people in two (2) of the existing General RV locations. Chairman Edds said the references encouraged the County to let General RV become a part of the community.

Commissioner Greene stated the land belonged to the County's citizens and would be sold at \$70,000 an acre. Commissioner Greene said no taxes had been paid on the property for many years and it would now be turned into a productive tax base.

Commissioner Caskey agreed that General RV would be a good fit for the area and possibly spur additional growth in the vicinity.

Chairman Edds thanked Mr. Balice for attending the meeting.

Commissioner Pierce moved to approve the sale of Rowan County land to General RV for \$2.9 million. The motion was seconded by Commissioner Greene and passed unanimously.

6. PUBLIC HEARING FOR Z 02-22: CHRIS ROSEMAN

Planner Aaron Poplin presented the staff report via a power point for rezoning petition Z 02-22. Mr. Poplin said two (2) months after purchasing twenty-one (21) acres of land at 5145 Bringle Ferry Road, property owner Chris Roseman discussed his plans for subdividing and developing the property. Mr. Roseman and his brother, Chase,

proposed to create a one-acre lot for the existing house at 5145 Bringle Ferry Road, create one (1) lot for each brother to build their personal residences, and one (1) lot for their family business – a general contractor of single family homes. Mr. Poplin said Planning Staff had shared the standards for Rural Home Occupations (RHO) to incorporate into the lot layouts in anticipation of plan submittals once residences were constructed.

Mr. Poplin used the power point to depict the site and the surrounding areas.

In early December of last year, the Roseman's indicated the construction of their homes would be delayed due to lumber prices and inquired about options that would permit the construction of a non-residential building. Staff indicated rezoning to Neighborhood Business was the only other option.

The property owners requested the rezoning of their 4.52-acre parcel identified as Parcel 619 130 located at the 5200 block of Bringle Ferry Road from Rural Agricultural (RA) to Neighborhood Business with a Conditional District (NB-CD) to operate a general contractor's business.

The proposed plans included:

- 7,200 square foot enclosed building with two (2) lean-to sections, which total another 4,600 square feet that will be used for storage (12,000 square feet total)
- Structure would be 500' off the road (note this could change unless a specific condition of approval was established)
- Small gravel area in front to accommodate parking needs
- No outdoor storage proposed
- While the lot has frontage along with an identified 30' easement to Drew Roseman's lot (Parcel 619 131), access is proposed via a newly constructed driveway from Bringle Ferry Road on the adjacent Parcel 619 129 (Chris Roseman's lot), which will serve the two (2) future residences and the business. In anticipation of the three (3) future addressable structures, Planning and IT Staff accepted the proposed road name of Duckhorn Drive for the new driveway.
- Proposed swimming pool behind the building

Mr. Poplin discussed the rezoning's conformity with adopted plans and policies, consistency with the districts purpose and intent, NB special requirements, and compatibility of uses.

Mr. Poplin said the North Carolina Department of Transportation (DOT) approved a residential driveway permit for the proposed houses and commercial structure on January 25, 2022. A separate commercial permit was not required due to the assumed minimal impact.

The Roseman's hired a private soil scientist, Steve Cannon, to design a septic system that would extend on Tax Parcel 619 129. All required septic easements would be identified and recorded as necessary, prior to permitting.

The property was located within a Phase II stormwater area identified by the North Carolina Department of Environmental Quality (DEQ). According to DEQ staff, developments that meet the low density requirement would not require stormwater control measures.

Mr. Poplin highlighted the decision making process for the Board and noted that procedurally, the Board must develop a Statement of Consistency/Reasonableness.

The Planning Board met on February 28, 2022. Other than the owner/applicant, no one spoke at the courtesy hearing. The Planning Board voted unanimously (6-0) to recommend approval with no conditions. Planning Board member Mike Julian did question whether a condition to pave a portion of the driveway entrance was needed. [Staff's comment: Condition #9 of the permit indicated permanent driveways shall be paved a minimum of 50' but are typically enforced by DOT only in instances where safety issues arise due to mud/gravel extending onto the roadway. Note, the driveway is located on an adjacent lot not part of the rezoning request.]

The Planning Board's Statement of Reasonableness/Consistency was as follows: Z 02-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following:

- Appears it will have low impact on the surrounding community;
- Consistent with the NB and RHO standards;
- Bringle Ferry Road is considered a major thoroughfare, which is where NB is intended; and
- Seems to align with the spirit and intent of the ordinance.

With regards to public notice, Mr. Poplin reported letters were mailed on March 22, 2022 to four (4) adjacent property owners within 100' of the subject property and signs were also posted on the same date. On March 24, 2022 and March 31, 2022, notices were published in the Salisbury Post.

Staff comments noted in the agenda packet were listed as:

General contractor businesses typically do not generate much site activity less morning and evening movements. Visual impacts with outdoor storage are one of the primary concerns with some contractor businesses but none are proposed with this application. Additionally, the NB district requires any outdoor storage – other than equipment parking – be located behind the building and screened. Staff is of the understanding all equipment will be either within the building or under the lean-to, which could be discussed with potential conditions for assurance. The site plan meets the RHO standards (less residency) designed to address compatibility in most RA zoned areas.

Chairman Edds opened the public hearing to receive citizen input regarding Z 02-22 and the following citizen came forward:

- Mike Julian referred to the commercial construction equipment that would be using the driveway. Mr. Julian believed the DOT standards required a certain amount of the driveway to be paved when coming off Bringle Ferry Road. Mr. Julian said he supported the request; however, he would like to see a certain amount of the driveway be paved to prevent gravel from getting onto Bringle Ferry Road.

Mr. Poplin said the DOT would put on its driveway permit that the first 50' of the driveway must be paved.

With no one else wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Greene moved approval of the following Statement of Reasonableness and Consistency: Z 02-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following:

- Appears it will have low impact on the surrounding community;
- Consistent with the NB and RHO standards;
- Bringle Ferry Road is considered a major thoroughfare, which is where NB is intended; and
- Seems to align with the spirit and intent of the ordinance.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve Z 02-22 carried unanimously.

7. APPEAL OF ADDRESS ASSIGNMENT: WILLIAM CHRISTIE PROPERTY

Planning Director Ed Muire provided a power point and said as provided in Section 19.5-31 in Rowan County's recently amended Road Naming and Addressing Ordinance, Mr. and Mrs. William Christie were requesting the Commission consider their appeal of a decision by the Address Program Administrator (APA).

According to address records, the Christie's address was changed in 2016 when a road naming petition was submitted for a private drive off Warren Drive (also private). The Christie's apparently signed the petition supporting the naming of this new private road to "Bronco Run" and were subsequently assigned an address of 1045 Bronco Run.

Based on recent information received from the West Rowan Fire Department, the Christie's are still using an address of 140 Warren Drive. Two (2) recent calls for emergency services caused some confusion in response efforts and the Christie's were notified of the addressing problem.

The Christie's opted to appeal use of the 1045 Bronco Run address assigned in 2016 and the appeal was reviewed by the APA committee. Based on pictures from a site visit and review of aerial photographs, the APA recommendation was for the Christie's to change their address to 1045 Bronco Run.

The attachments in the agenda packet summarized the actions and correspondence of this request, which included: notice to the Christie's; their appeal request; notice of the APA decision; and the Christie's appeal to the Commission.

Mr. Muire asked the Board to allow the Christie's to speak and that the Board also hear from the Volunteer Fire Department (VFD) and Emergency Medical Services (EMS).

Chairman Edds opened the floor to receive input regarding the appeal. The following individuals came forward:

- Brandon Holt said he resided in front of the Christie's. Using Mr. Muire's power point, Mr. Holt pointed out his residence, as well as that of the Christie's and others nearby. Mr. Holt said the Christie's were in their 80's and did not wish to have to change their address on approximately forty (40) different accounts. Mr. Holt shared information about various lots and how they had been divided. Mr. Holt also discussed the access that had been put in to deliver a new home. Mr. Holt said the Christie's wanted to keep the Warren Drive address because the Drive was named after Mr. Christie's father. Mr. Holt said before the new house was put in, EMS did not have an issue locating the Christie's home.

In response to an inquiry from Chairman Edds, Mr. Holt used the power point to illustrate the drive used to transport the new home to its location. Mr. Holt said Google maps and FedEx showed 1045 Bronco Run as a non-existent address.

- Allen Cress, Chief of Emergency Services, and John Lee Morrison, Chief of the West Rowan VFD, shared their concerns for emergency vehicles being able to find the Christie's. Mr. Morrison discussed medical responses to the Christie's address and the time it had taken to find their residence. Mr. Morrison said there was confusion with the new sign and he wanted to ensure emergency response teams could find the right location during an emergency. Mr. Morrison said the County's ordinance stated a road must be named once a third structure was located on a drive and it was up to the Board to decide whether it wished to enforce its ordinance since there were three (3) residences using the new drive.
- Columbus Hawks, Rowan County GIS Manager and 911 Analyst, provided the Board with a different map, which he stated showed how to access the Christie's home. Mr. Hawks explained why he could not name the road the way the Christie's wanted him to and that he was trying to make it easier for 911 to locate the Christie's.

Mr. Cress noted the County did have ambulance drivers that did not live in Rowan County and if EMS was dispatched to the Christie's, it would send the vehicle somewhere in the 100 block of Warren drive.

Mr. Morrison said if the Board made an exception, it would come up again as the road currently under consideration was not the only road with this type of issue. Mr. Morrison felt not following the ordinance would hurt EMS.

Further discussion ensued. Mr. Cress stated that Mr. Hawks could change the County's data base for the Christie's phone number and it would appear as 1045 Bronco Run.

Chairman Edds moved to deny the appeal followed by a second from Commissioner Pierce. The motion passed unanimously.

8. BUDGET AMENDMENTS

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

- Library – The library received additional aid to Public Libraries funding (administered through the North Carolina State Library). The library is seeking to transfer a portion of these funds from Library State Aid Grant into F/A: Furniture and Equipment in order to purchase a new scanner for patron use in the History Room and for the purchase of a new disc repair machine and Other Small Equipment to purchase new book carts. \$6,277
- Sheriff – Recognize excess state asset forfeiture revenue and budget to the asset forfeiture account used for informer fund. \$20,265

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

9. CONSIDER APPROVAL OF BOARD APPOINTMENTS

FRANKLIN VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Gary Ingram and Mark Monroe applied for reappointment and if approved, their terms will expire April 30, 2024.

Robert David Connor applied for a seat that will become vacant on April 30th. If appointed, Mr. Connor's term would expire April 30, 2024.

Commissioner Pierce moved to reappoint Mr. Ingram and Mr. Monroe and to appoint Mr. Connor. The motion was seconded by Commissioner Greene and carried unanimously.

HISTORIC LANDMARKS COMMISSION

Hunter Casper and Lucas Safrit applied to fill two (2) vacant seats. These seats have different term ending dates of January 31, 2023 and April 30, 2023. Therefore, the Board will need to select which seat each applicant will fill.

Commissioner Klusman moved to appoint Mr. Casper and Mr. Safrit followed by a second from Commissioner Greene. The motion carried unanimously

Commissioner Klusman moved Mr. Casper's term end January 31, 2023 and Mr. Safrit's term end April 30, 2023. The motion was seconded by Commissioner Greene and carried unanimously.

JUVENILE CRIME PREVENTION COUNCIL

Haylee Shuping applied to fill the remainder of the term for a General Public seat. If approved the term will expire June 30, 2022, after which she would be eligible for reappointment.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to appoint Ms. Shuping passed unanimously.

TOWN OF ROCKWELL PLANNING AND ZONING BOARD ETJ

Andrew King applied to fill a vacant seat and if approved, his term will expire February 28, 2025.

Commissioner Pierce moved to appoint Mr. King. The motion was seconded by Commissioner Greene and passed unanimously.

CITY OF SALISBURY PLANNING AND ZONING BOARD OF ADJUSTMENT - ETJ

Esther Atkins Smith applied for a vacant ETJ seat that will expire March 31, 2024.

Commissioner Pierce moved to appoint Ms. Smith. The motion was seconded by Commissioner Greene and passed unanimously.

ROWAN TRANSIT SYSTEM ADVISORY COMMITTEE

Henry Ricardo Smith applied to fill the remainder of the term for an at large seat. The term will expire June 30, 2024.

Commissioner Pierce moved to appoint Mr. Smith. The motion was seconded by Commissioner Greene and carried unanimously.

10. CLOSED SESSION

Chairman Edds moved at 5:25 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute § 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on March 21, 2022 and in accordance with North Carolina General Statute § 143-318.11(a)(3) for attorney-client

privileged communication. The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved the Board return to Open Session at 5:40 p.m. The motion was seconded by Commissioner Pierce and passed unanimously.

No action was taken.

11. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 5:40 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis
DATE: 4/1/22
SUBJECT: Habilitation Center, LLC Contract for DSS

Habilitation Center, LLC will provide specialized therapeutic foster care to children in DSS custody. This contract is not to exceed \$100,000 and terminate June 30, 2022.

Attached is a copy of the Habilitation Center, LLC Contract

The Department of Social Services and Purchasing Directors recommend that the Board of Commissioners authorize the DSS Director to sign a contract with Habilitation Center, Inc to provide therapeutic foster care for children in DSS custody not to exceed \$100,000.

ATTACHMENTS:

Description	Upload Date	Type
contract	4/1/2022	Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 3/29/2022
SUBJECT: Habilitation Center, LLC

PURPOSE OF CONTRACT:

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

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

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

Signature of Director

3/29/2022

DATE

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

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Habilitation Center, LLC dba Millcreek of Arkansas (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 74-2474097 and DUNS Number (required if funding from a federal funding source). 193971413

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

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

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

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

3. Effective Period: This contract shall be effective on 02/01/2022 and shall terminate on 6/30/2022, This contract must be twelve months or less.

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

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 100,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds

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

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

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$100,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Brady Serafin Company Name Habilitation Center, LLC dba Millcreek of Arkansas Mailing Address P O Box 727 City State Zip Fordyce, AR 71742 Telephone 501-222-1623 Fax 855-526-8223 Email brady.serafin@millcreekbehavioralhealth.com	Name & Title Laurie Hibbert, CFO Company Name Habilitation Center, LLC dba Millcreek of Arkansas Street Address 1828 Industrial Dr City State Zip Fordyce, AR 71742

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:




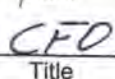
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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


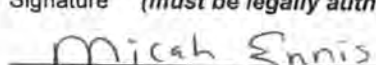
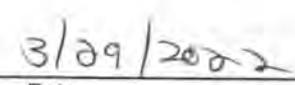
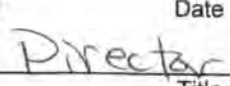
14. Specific Language Not Previously Addressed:

(can be deleted if not needed)

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

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

 _____ Signature	 _____ Date
 _____ Printed Name	 _____ Title

<p>COUNTY </p> <p>_____ Signature <i>(must be legally authorized to sign contracts for County DSS)</i></p> <p> _____ Printed Name</p>	<p> _____ Date</p> <p> _____ Title</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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

Habilitation Center, LLC dba Millcreek of Arkansas
GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

Habilitation Center, LLC dba Millcreek of Arkansas

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

Habilitation Center, LLC dba Millcreek of Arkansas or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 74-2474097**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Habilitation Center, LLC dba Millcreek of Arkansas
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

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

5. Contractor's Financial Reporting Year January through December

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

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Psychiatric Residential Treatment Facility/
224 Beds

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

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

2. Negotiated County Rate.

Additional county funds per individual client agreements.

\$500/day for Psychiatric Residential Treatment until Treatment Services are Authorized for the Consumer by the MCO/LME.

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

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

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

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

II. Private Partner

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

Share Performance Data:

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

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.

9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

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

Share Information:

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

placement, the document will be provided to the Private Partner within seven (7) working days.

- o. Any other forms or information required by the Private Partner.

Provide Services:

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

Communication and Planning:

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


(Signature of County Authorized Person)

3/29/2022
(Date Submitted)


(Signature of Contractor)

3/3/2022
(Date Submitted)

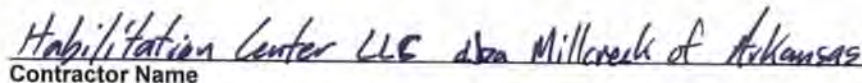
Habilitation Center, LLC dba Millcreek of Arkansas
FEDERAL CERTIFICATIONS

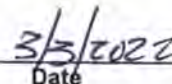
The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - ☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
 - OR**
 - ☐ He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.


Signature


Title


Contractor Name


Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

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

Address

Street 1328 Industrial Dr, Fordyce, AR 71742

City, State, Zip Code Fordyce, AR 71742

Street _____

City, State, Zip Code _____

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

Habilitation Center, LLC dba Millcreek of Arkansas
Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

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

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



Habilitation Center, LLC
Business Office
1828 Industrial Drive
P.O. Box 727
Fordyce, AR 71742
P (870) 352-8203
F (870) 352-5277

Date of Certification 03/02/2022

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the Habilitation Center, LLC d/b/a Millcreek of Arkansas does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Brady Serafin and Ben Beasley being duly sworn, say that we are the Board Chair and CFO, respectively, of Habilitation Center, LLC d/b/a Millcreek of Arkansas of Fordyce in the State of Arkansas; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

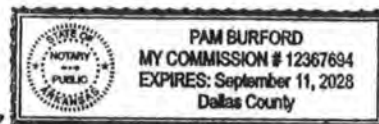
Board Chair

CFO

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

(Notary Signature and Seal)

My Commission Expires: 9-11-2028



ICF/IID / Psychiatric Residential Treatment Facility
www.millcreekbehavioralhealth.com

Habilitation Center, LLC dba Millcreek of Arkansas
Conflict of Interest Policy Example

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

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

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

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

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

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

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

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

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

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

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

Approved by:

##ContractorName##

Name of Organization

Signature of Organization Official

Date

Habilitation Center, LLC dba Millcreek of Arkansas
CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of Arkansas

County Dallas

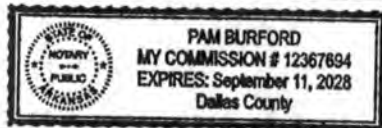
I, Pam Burford, Notary Public for said County and State, certify that

Brady Serafin personally appeared before me this day and acknowledged

that he/she is CEO of Millcreek of Arkansas
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 2 day of March, 2022.

Sworn to and subscribed before me this 2 day of March, 2022



(Official Seal)

Pam Burford

Notary Public

My Commission expires 9-11, 2028

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Habilitation Center LLC d/b/a Millcreek of Arkansas
Name of Organization

[Signature]
Signature of Organization Official

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services


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

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


Signature


Agency/Organization


Title


Date

(Certification signature should be same as Contract signature.)

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

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

Contractor's Name: Habilitation Center LLC dba Millcreek of Arkansas

Contractor's Authorized Agent: Signature [Signature] Date 3/3/2022

Printed Name Ben Beasley Title CEO

Witness: Signature [Signature] Date 3/3/2022

Printed Name Pam Burford Title Manager of Admin Services

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

document immediately thereafter.

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eq]

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

Revised 06-2015

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,
CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

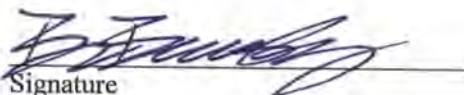
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

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

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

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

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


Signature

CFD
Title

Millcreek of Arkansas
Agency/Organization

3/3/2022
Date

(Certification signature should be same as Contract signature.)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: April 7, 2022
SUBJECT: Yadkin PeeDee Water Management Group MOU and Dues

BACKGROUND

Rowan County has been a participating financial member in the Yadkin PeeDee Water Management Group (YPDWMG) since 2017. This group consists of local governments and water utilities within the Yadkin River basin that have a shared interest in the longevity of the river. Past and current YPDWMG initiatives have included:

- Basin-wide Water Demand and Wastewater Return Forecast
- Baseline Hydrologic Conditions Analysis
- Coordinated Regional Drought Response Planning
- Water Supply Master Plan

The YPDWG group is attempting to incorporate as a non-profit and is requesting that members continue participation by signing an extension of the MOU thru June 30, 2026. The previous MOU expired June 30, 2021 (Rowan's signed version is attached).

RECOMMENDATION

1. Authorize the County Manager to sign the YPDWMG MOU Extension Amendment and be attested by the Clerk
2. Appropriate \$5,000 for the current fiscal year and future years for Rowan County's participation in the YPDWMG

ATTACHMENTS:

Description	Upload Date	Type
2017 YPDWMG MOU (Rowan County)	4/7/2022	Backup Material
YPDWMG MOU Extension	4/7/2022	Backup Material

*-Scan email
to Aaron
-Leslie copy*

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

**MEMORANDUM OF UNDERSTANDING SUPPORTING A REGIONAL
MANAGEMENT GROUP FOR WATER SUPPLY PLANNING IN THE
YADKIN-PEE DEE RIVER BASIN**

WHEREAS, the Yadkin-Pee Dee River Basin is defined as the geographic area that drains the watersheds that empty into the Yadkin-Pee Dee River; and

WHEREAS, the Yadkin-Pee Dee River Basin is a regional asset and it is understood that the use of its water supply will benefit from a comprehensive and collaborative regional approach; and

WHEREAS, effective management of the Yadkin-Pee Dee River Basin will result in increased health and welfare of citizens in the region; and

WHEREAS, the local water supply authorities desire to organize themselves and develop long-term goals that will help to optimize this important water supply resource now and in the future; and

WHEREAS, a management group of local water supply jurisdictions and their constituent water supply authorities and reservoir operators in the Yadkin-Pee Dee River Basin will facilitate broad support for the water needs of individual municipalities, and water users; and

WHEREAS, citizens of the Yadkin-Pee Dee region will benefit from the enhanced stability and sustainability of the waters within the Yadkin-Pee Dee River Basin that will result from coordinated management efforts; and

WHEREAS, local water supply authorities and reservoir operators will benefit from a united approach to drought response with each other;

THEREFORE BE IT RESOLVED, that the organizations that sign this Memorandum of Understanding (i.e., the Members) pledge to work together as part of a Yadkin-Pee Dee Water Management Group by participating in the Yadkin-Pee Dee Water Management Group (referred to as Group) for regional water supply planning related to the Yadkin-Pee Dee River Basin with the goal of collaboratively defining the basin's role in a long-term sustainable and secure regional water supply for the Yadkin-Pee Dee region, and by operating under the principles of regional collaboration, sustainable water supply, environmental stewardship, mutual and collective benefit, shared responsibility, equal representation, and financial stability hereby agree as follows:

- 1) Membership: Governmental entities, public water utilities or reservoir operators providing service within or using the water resources of the Yadkin-Pee Dee River Basin may join the Group. The activities and management of the Group will be guided by the Group's Members as follows:
 - a. The Group's business shall be conducted by a representative(s) appointed by each Member. Members may choose to appoint two representatives, with one designated as the Primary Representative and the other as an Alternate Representative, with said Alternate Representative only voting when the Primary

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Representative is not present. The Member Representatives shall meet periodically to discuss General Activities and to provide overall guidance for activities under this Memorandum of Understanding.

- b. The Members shall elect, annually, a Member Representative to serve as Chairperson, by simple majority vote of the Member Representatives present and voting. The Chairperson shall convene and preside over Group meetings, but shall have no additional power or authority over the Group. The Members shall also elect, annually, a Member Representative to serve as Vice-Chairperson, by simple majority vote of the Member Representatives present and voting. The Vice-Chairperson shall convene and preside over Group meetings in the absence of the Chairperson, but shall have no additional power or authority over the Group. There will be no term limits established for any elected positions.
 - c. The Group shall meet as often as necessary, but no less than once annually. Each Member of the Group shall have one vote on all matters coming before the Group for consideration. Unless otherwise specified in this Memorandum of Understanding, the vote of a simple majority of those Members present and voting shall be required for the disposition of all matters before the Yadkin-Pee Dee Water Management Group. Annual meetings shall be in person and shall be noticed to all Member Representatives no less than 30 days in advance of the meeting. Any matter may be voted on at an annual meeting. No called meeting may be held with less than 72 hours prior notice to the Members. Called meetings may be attended in person or by teleconference, provided a location has been established where the public can hear the participants in the teleconference in accordance with G.S. 143-318.13. No matter may be considered at a called meeting that was not included in the notice provided to the Members in advance of the meeting. A valid meeting, whether annual or called, requires a quorum of one-third of the entire Membership to conduct business. Notices of meetings may be sent by US mail, email, where requested, and shall be posted on a website established by the Group. The meetings and records of the Group are subject to the Open Meetings Law and the Public Records Law.
 - d. The Group will guide the Administrative Agency regarding financial management and direction of the General Activities under this Memorandum of Understanding.
- 2) Administrative Agency.
- Group Members recognize the City of Winston-Salem's willingness to provide administrative duties for the Yadkin-Pee Dee Water Management Group and as such, the City of Winston-Salem will act as the fiscal and contracting agent ("Administrative Agency") for the Group's General Activities, and, to the extent permitted by law, will enter into necessary contracts in support of the Group. Winston-Salem's authority to act as the Administrative Agency for the Group's General Activities is delegated with the agreement of the Group, not as an instrument of joint agency.

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

3) Dues for General Activities.

Each Member will support the costs of each year of the Group's General Activities by payment of Membership dues to the City of Winston-Salem at the initial level of \$5,000 per year. The Group may agree to increase or alter the amount of annual dues by a resolution approved by a simple majority vote without the need to revise this Memorandum of Understanding. All dues payments to the City of Winston-Salem are non-refundable and will be held by the City of Winston-Salem in a restricted account for the Group's purpose. The funds in this restricted account are to be used solely at the request of the Group, for the Group's activities. The City of Winston-Salem will provide balance and disbursement summaries for the Group's account at least annually or at more frequent intervals to be determined by the Group.

- a. The dues for General Activities will be used to support overall project management of the Group, including maintaining the official roster of Member representatives, preparing meeting agendas, sending notices for meetings, meeting facilitation and documentation, internal and external communications and website set-up and management.

4) Invoicing for General Activities.

The City of Winston-Salem will invoice each Member for its membership dues in July of each year, and each Member will pay the invoice in full within 30 days of receipt. Any Member which fails to pay its Membership dues in full within 120 days of receipt of the invoice shall be deemed to have withdrawn from the Memorandum of Understanding, unless it appeals to the Group and the Group votes unanimously to provide the Member more time to pay its dues.

5) Additional Projects.

The Members may seek additional opportunities to cooperate on mutually beneficial planning and capital projects related to water supply resources from the Yadkin-Pee Dee River Basin (i.e., Additional Projects). Cost-sharing for each Additional Project shall be agreed upon by a unanimous vote of all Members who choose to participate in the Additional Project(s). Participation in an Additional Project is at the discretion of each Member. The activities below summarize currently identified Additional Projects that may be undertaken:

- a. Hydrologic and/or Hydraulic Modeling of the Yadkin-Pee Dee River Basin;
- b. Regional Water Supply Master Plan;
- c. Study of Additional Water Supply Resource Opportunities within the Yadkin-Pee Dee River Basin; and
- d. Coordinated Drought Response Plan.

Each Additional Project shall specify a Project Lead Agency and the specific duties it will be responsible for. Each Member wishing to participate (via sharing in the cost and/or providing in-kind services) in an Additional Project shall have a duly authorized representative execute the Additional Project Authorization document specifying the Project Lead Agency, Project Scope, Project Schedule, Project Cost,

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

participating Members of the Group, and Members' Cost Share obligations, along with other information needed to define the Project.

- 6) Duration, Amendment and Termination.
The term of this Memorandum of Understanding shall begin upon the signature of the second Member and shall end on June 30, 2021. This Memorandum of Understanding may be terminated, or the term can be extended, upon unanimous written agreement of the Members. Except as otherwise provided herein, this Memorandum of Understanding may be amended only with unanimous written approval of the Members.
- 7) Non-Binding Agreement
It is understood that no party is obligated to participate in this Memorandum of Understanding or in future separate agreements beyond this initial Memorandum of Understanding.
- 8) Withdrawal from this Memorandum of Understanding.
In addition to automatic withdrawal for non-payment of annual dues, Members may withdraw from this Memorandum of Understanding with 30 days written notice to all Members.
- 9) Addition of Members.
After the initial joining period which ends on September 30, 2016, additional governmental entities, public water utilities or reservoir operators providing service within or using the water resources of the Yadkin-Pee Dee River Basin may join the Group with a $\frac{3}{4}$ majority approval of all the existing Members. The City of Winston-Salem will notify the other Members within 30 days of receipt of such written request to join the Group and will notify the requesting party within 30 days following the Group's decision.
- 10) Miscellaneous Provisions.
 - a. The singular of terms used in this Memorandum of Understanding shall include the plural, and the masculine shall include the feminine, and vice versa.
 - b. A signed copy of this Memorandum of Understanding shall be considered as an original.
 - c. Unless otherwise stated herein, service of all notices under this Memorandum of Understanding shall be sufficient, if given personally, by registered or certified mail, return receipt requested, and mailed to the Members' Primary Representatives at the addresses per the Group's roster, which shall be maintained by the Administrative Agency. Any such notice mailed to such addresses shall be effective upon the date received as shown by the return receipt or otherwise.

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

- d. This Memorandum of Understanding shall be interpreted under the laws of North Carolina. If any part of this Memorandum is held invalid, the remaining provisions shall remain in effect.
- e. In the event of a withdrawal of several members from the Group, the Group may continue to function with a minimum of six members. In the event the membership falls below six members, the Group may take appropriate steps to dissolve the Group.

Memorandum of Understanding
Yadkin-Pee Dee Water Management Group

Authorized Signature Aaron Chur

Printed or Typed Name AARON CHURCH

Organization ROVAN County

Title County Manager

Date 2-20-17

Attest

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

Rebecca E. Henderson
FINANCE DIRECTOR

**Amendment to Extend Term of Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

**AMENDMENT TO EXTEND TERM OF MEMORANDUM OF
UNDERSTANDING SUPPORTING A REGIONAL MANAGEMENT GROUP
FOR WATER SUPPLY PLANNING IN THE YADKIN-PEE DEE RIVER BASIN**

WHEREAS, the Yadkin-Pee Dee River Basin is defined as the geographic area that drains the watersheds that empty into the Yadkin-Pee Dee River; and

WHEREAS, the Yadkin-Pee Dee River Basin is a regional asset and it is understood that the use of its water supply will benefit from a comprehensive and collaborative regional approach; and

WHEREAS, effective management of the Yadkin-Pee Dee River Basin will result in increased health and welfare of citizens in the region; and

WHEREAS, the local water supply authorities desire to organize themselves and develop long-term goals that will help to optimize this important water supply resource now and in the future; and

WHEREAS, a management group of local water supply jurisdictions and their constituent water supply authorities and reservoir operators in the Yadkin-Pee Dee River Basin will facilitate broad support for the water needs of individual municipalities, and water users; and

WHEREAS, citizens of the Yadkin-Pee Dee region will benefit from the enhanced stability and sustainability of the waters within the Yadkin-Pee Dee River Basin that will result from coordinated management efforts; and

WHEREAS, local water supply authorities and reservoir operators will benefit from a united approach to drought response with each other;

THEREFORE BE IT RESOLVED, that the organizations that sign this Amendment to the Memorandum of Understanding (i.e., the Members) pledge to work together as part of a Yadkin-Pee Dee Water Management Group by participating in the Yadkin-Pee Dee Water Management Group (referred to as Group) for regional water supply planning related to the Yadkin-Pee Dee River Basin with the goal of collaboratively defining the basin's role in a long-term sustainable and secure regional water supply for the Yadkin-Pee Dee region, and by operating under the principles of regional collaboration, sustainable water supply, environmental stewardship, mutual and collective benefit, shared responsibility, equal representation, and financial stability hereby agree as follows:

The term of the Memorandum of Understanding shall be extended upon the signature of the second Member and shall end on June 30, 2026. The Memorandum of Understanding may be terminated, or the term can be extended, upon unanimous written agreement of the Members. Except as otherwise provided herein, the Memorandum of Understanding may be amended only with unanimous written approval of the Members.

**Amendment to Extend Term of Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature_____

Printed or Typed Name_____

Organization_____

Title_____

Date_____

Attest

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: April 8, 2022
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
March 2022 Tax Refunds	4/11/2022	Cover Memo
February 2022 VTS Refunds	4/11/2022	Cover Memo

MARCH 2022 TAX REFUNDS

TAXPAYER NAME 1	TAXPAYER NAME 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	PARID	REFUND
ALEXANDER RACHAEL RENEE		260 WINDING WAY		SALISBURY	NC	28147	260 WINDING WAY	4678106	75.00
AMARAL JEFFREY ROBERT		174 ARROW POINT LN		DAVIDSON	NC	28036	PERSONAL PROPERTY	182667	160.10
AREY DAVID L		355 PEBBLE PT		SALISBURY	NC	28146	1178 PIERCE DR	634 149	165.61
ARROW EXTERMINATORS		8613 ROSWELL RD NE BLDG 4		ATLANTA	GA	30350	1600 N MAIN ST	163940	5.59
BARRINGER GEOFFREY MARK		1140 PRICE RD		SALISBURY	NC	28146	PERSONAL PROPERTY	985502	1.45
BEAVER RANDY ALAN	BEAVER GAIL	205 HOPE HAVEN DR		SALISBURY	NC	28147	PERSONAL PROPERTY	986566	7.64
BLANKENSHIP JERRY L	BLANKENSHIP RITA B	2385 STEELE RD		CLEVELAND	NC	27013	2385 STEELE RD	716 001	150.00
BRAGG ROGER		8616 STONEGATE DR		RALEIGH	NC	27615	0 DOCKS DR	125A039	537.80
BROWN LINDA G		8210 BRETON WAY		HARRISBURG	NC	28075	44 HILL ST	018 104	100.00
BURGESS BETTY DRAKE		265 SAILBOAT DR		SALISBURY	NC	28146	265 SAILBOAT DR	500B280	192.70
CAMPBELL GARY LEE		7936 NEVADA PL		KANNAPOLIS	NC	28081	7936 NEVADA PL	248A022	11.85
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY RD		IRVING	TX	75063	0 ORCHARD RD	372 170	601.21
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD		IRVING	TX	75063	2390 AMITY HILL RD	278 029	166.40
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY RD		IRVING	TX	75063	408 ORCHARD RD	372 078	210.22
CORELOGIC TAX SERVICES, LLC		3001 HACKBERRY ROAD		IRVING	TX	75063	0 ORCHARD RD	372 171	606.47
COSTNER LAW OFFICE PLLC		10125 BERKELEY PLACE DR		CHARLOTTE	NC	28262	PERSONAL PROPERTY	155272	4.94
CUNNINGHAM MARK		17424 TUSCANY LN		CORNELIUS	NC	28031	2711 COTTAGE ST	461D193	100.92
DAVID E THOME DDS PLLC III		140 MAHALEY AVE STE B		SALISBURY	NC	28144	140 MAHALEY AVE	165361	1,185.73
DAVIS TIMOTHY		253 ANTHONY CHURCH LN		FRANKFORD	WV	24938	2335 N JAKE ALEXANDER BLVD	327 045	100.00
DAVIS TIMOTHY		2335 JAKE ALEXANDER BLVD N		SALISBURY	NC	28147	2335 N JAKE ALEXANDER BLVD	327 045	100.00
EA GOODMAN		1755 GRACE CHURCH RD		SALISBURY	NC	28147	160 DULIN AVE	4178132	129.39
EARNHARDT JIMMY LAWSON	EARNHARDT BETTY L	7669 CRESTWOOD DR		KANNAPOLIS	NC	28081	7669 CRESTWOOD DR	249A106	64.10
EFIRD ROY EDWARD	EFIRD DOLORES	190 PEACEFUL LN		CHINA GROVE	NC	28023	PERSONAL PROPERTY	103017	4.67
ESTEVEZ ORLANDO S	ESTEVEZ ROSA HELENA	760 LUTHER BARGER RD		SALISBURY	NC	28146	760 LUTHER BARGER RD	629 208	12.85
FERGUSON HAYES HAWKINGS PLLC	45 CHURCH STREET S	PO BOX 444		CONCORD	NC	28026	280 STONE RD	356A034	5.46
FRANCIS DANIEL ALLEN		720 GHEEN RD		SALISBURY	NC	28147	PERSONAL PROPERTY	106438	1.60
GLASS JOANNAH R		6388 MOREHEAD ROAD		HARRISBURG	NC	28075	395 LENTZ RD	764 033	22.43
GRAHAM BRYAN T	GRAHAM ASHLEY	8855 SHERRILLS FORD RD		SALISBURY	NC	28147	8855 SHERRILLS FORD RD	756 008	9.76
GRAY NEWELL THOMAS LLP		1821 CUMBERLAND AVE		CHARLOTTE	NC	28203	318 WEANT ST	026 097	759.54
HAYES TARYN		410 GRAY HAWK DR		ROCKWELL	NC	28138	410 GRAY HAWK DR	372F045	156.31
HEAD RACHEL		172 SUPPLY ST SE		SUPPLY	NC	28462	175 PAULINE CT	124 108	99.42
HELMS DANIEL WAYNE		270 GREEN ACRES PL		CHINA GROVE	NC	28023	PERSONAL PROPERTY	179108	9.50
HELMS KENNETH B	HELMS CARAMIA L	533 PALMER RD		ROCKWELL	NC	28138	533 PALMER RD	365 059	85.05
JONES STEELE INC		6420 CHENAULT RD		CLEVELAND	NC	27013	6420 CHENAULT RD	714 043	4.78
KELLER CAROLYN KEY	KELLER RICKY E	620 BARLOW AVE		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	121102	1.50
KRIMINGER JOHN H	KRIMINGER CYNTHIA	215 NEWPORT DR		SALISBURY	NC	28144	215 NEWPORT DR	300A022	273.19
LAW FIRM CAROLINAS		3623 N ELM ST STE 200		GREENSBORO	NC	27455	0 BLUE HERON RD	611 029	1,454.84
LEE HENRY HOANG		411 GARLAND DR		SALISBURY	NC	28146	PERSONAL PROPERTY	124655	5.00
LERETA		901 CORPORATE CENTER DRIVE		POMONA	CA	91768	0 HANEY ST	105 053	5.84
LINDER KENNETH WAYNE		10185 OLD CONCORD RD		CHINA GROVE	NC	28023	PERSONAL PROPERTY	125330	23.69
LUDWICK MARK LEE		815 LENTZ RD		CHINA GROVE	NC	28023	815 LENTZ RD	128 15500002	57.74
MACCLAMROCK GERALD		2630 BLUEBIRD LN		LENOIR	NC	28645	0 SWIMMERS LN	500B621	36.64
MCCOY & HILLARD, INC		216 STATESVILLE BLVD		SALISBURY	NC	28144	0 LASH DR	330 131	8.07
MCCOY DENNIS L	MCCOY MARY K	340 REGENCY RD		SALISBURY	NC	28147	1104 CRESTVIEW DR	354B161	7.30
MERRITT BRIAN SCOTT	MERRITT AMANDA S	1755 GRACE CHURCH RD		SALISBURY	NC	28147	1755 GRACE CHURCH RD	478 146	122.43
MERRITT LAW PLLC		1610 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083	0 WRENN AVE	249E127	99.12
MERRITT LAW PLLC		1610 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083	422 E CEMETERY ST	011 355	120.35
MILLER MICHAEL		375 WEAVER RD		CHINA GROVE	NC	28023	370 WEAVER RD	209 039	77.62

Tonya Parnell


MARCH 2022 TAX REFUNDS

Final Audit Report

2022-04-08

Created:	2022-04-08
By:	Casey Robinson (casey.robinson@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG_TM4nZhUdpAgSBGkYxrsQZjD8C0ypUU

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-  Document created by Casey Robinson (casey.robinson@rowancountync.gov)
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FEBRUARY 2022 VTS REFUNDS

TAXPAYER NAME 1	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS #	REFUND
ALEXANDER, BRIAN EUGENE	730 BOSTIAN RD		CHINA GROVE	NC	28023	Vehicle Totalled	159684380	133.57
BENGE, CAITLIN ELIZABETH	2032 ORGAN CHURCH RD		ROCKWELL	NC	28138	Vehicle Sold	160365960	93.27
BLEVINS, HOLLIE JORDAN	4276 MT HOPE CHURCH RD		SALISBURY	NC	28146	Vehicle Sold	159684358	27.14
BOST, ROANA AGNER	1308 WRENWOOD CT		SALISBURY	NC	28146	Vehicle Sold	241108779	89.12
BRISBIN, RICHARD LEWIS	1108 ROUNDKNOB AVE		SALISBURY	NC	28144	Vehicle Sold	241108776	34.79
BURRIS, DIANNE HARRELL	2030 TIMBER HILLS RD APT 5		N CHESTERFIELD	VA	23235	Reg . Out of state	160305738	123.37
CAMPAGNA, WILBERT PAUL	440 MOUNT VERNON PARK RD		SALISBURY	NC	28147	Vehicle Sold	159684382	12.50
CAMPBELL, CECILIA HICKS	340 PANTHER POINT TRL		RICHFIELD	NC	28137	Vehicle Sold	160365970	49.76
CAMPBELL, RICHARD TONY	340 PANTHER POINT TRL		RICHFIELD	NC	28137	Vehicle Sold	160365976	70.19
CARR, JOHN ROBERT SR	120 DOGWOOD DR		CHINA GROVE	NC	28023	Vehicle Sold	159684368	27.34
CARTER, ELIZABETH ANN	1521 ENOCHVILLE RD		KANNAPOLIS	NC	28081	Vehicle Totalled	239526591	12.26
CLAWSON, JON MICHAEL	807 MOORESVILLE RD		SALISBURY	NC	28144	Vehicle Sold	159684366	172.88
COLTON, JASON CHAD	102 HENDREN LN		CLEVELAND	NC	27013	Vehicle Sold	240548865	32.85
CORBIN, BRIAN LEE	3114 OLD CONCORD RD		SALISBURY	NC	28146	Military	159552868	294.52
CROOMS, KENNETH CARL	325 LAUREL VALLEY WAY		SALISBURY	NC	28144	Tag Surrender	239526540	69.05
CRUTE, NICOLE SHARREL	200 CASTLEWOOD DR	APT 236	SALISBURY	NC	28147	Tag Surrender	240230247	151.57
DIGGS, ETHEL CORNETOR	1011 CELEBRATION DR		SALISBURY	NC	28144	Vehicle Totalled	240548859	76.07
ELMORE, WILLIAM BRANDON JR	1003 SIDES ST		ROCKWELL	NC	28138	Vehicle Sold	160739170	13.64
FESPERMAN, BRIAN GURMAN	6975 SHERRILLS FORD RD		SALISBURY	NC	28147	Vehicle Sold	160366000	111.78
FREEMAN, CONNIE SUE	201 OAK DR		LEXINGTON	SC	29073	Vehicle Sold	160739180	83.54
FURR, RODNEY ALAN	915 S ZION ST		LANDIS	NC	28088	Tag Surrender	240457941	240.95
GOULD, BRIAN JAMES	1302 BIRCH ST		SALISBURY	NC	28146	Vehicle Sold	160365964	11.59
HOOD, KIBI BRANCHFIELD	208 WILDWOOD DR		SALISBURY	NC	28146	Vehicle Sold	239526408	30.92
HUTCHINSON, RONNIE LEWIS	1755 GOODSON RD		SALISBURY	NC	28147	Vehicle Sold	159684376	277.66
JOYNER, CATHERINE COPLEY	58 HILL ST		SALISBURY	NC	28144	Vehicle Totalled	240549009	6.77
KERSCHNER, BRUCE DAVID	2806 WILEY DR		NORTH MYRTLE BEACH	SC	29582	Vehicle Sold	159684136	54.07
KETCHIE, RONALD WESLEY	209 LIBERTY ST		ROCKWELL	NC	28138	Vehicle Sold	160739174	140.22
KOWALCZYK, CHRISTOPHER STANLEY	160 BEAVER LOOP RD		CHINA GROVE	NC	28023	Vehicle Sold	159740072	20.09
KOWALCZYK, CHRISTOPHER STANLEY	160 BEAVER LOOP RD		CHINA GROVE	NC	28023	Vehicle Sold	159740078	468.84
LEWIS, OWEN WAYNE	214 MAUPIN AVE		SALISBURY	NC	28144	Vehicle Sold	239526510	412.86
MALEC, PETRUS MACIEJ	4019 GARDNER ST		SALISBURY	NC	28146	Vehicle Sold	159793248	117.84
MCKNIGHT, DAVID LYNN	170 STILLWATER RD		RICHFIELD	NC	28137	Vehicle Totalled	160739178	35.39
MOORE, ERIC LYNN	7785 OLD BEATTY FORD RD		ROCKWELL	NC	28138	Vehicle Sold	159684324	163.63
MUELLER, TERRY LEE	425 MILLER RD		CHINA GROVE	NC	28023	Vehicle Totalled	160365898	53.00
NANCE, DANIEL LEE	1270 MILL WHEEL DR		SALISBURY	NC	28146	Vehicle Sold	159740068	36.46

Tonya Parnell

OSBORNE, PAUL EUGENE	312 SPRUCE ST		SALISBURY	NC	28146	Vehicle Sold	160365878	23.15
OSBORNE, PAUL EUGENE	312 SPRUCE ST		SALISBURY	NC	28146	Vehicle Sold	160365882	4.71
PHAN, TAM LE	170 BEV RD		ROCKWELL	NC	28138	Vehicle Sold	159793154	118.35
RAPER, SANDRA HOWELL	135 HIDDEN SPRINGS DR		SALISBURY	NC	28147	Vehicle Sold	159684350	24.58
RICHARDS, JEFFREY JON	237 RICHMOND RD		SALISBURY	NC	28144	Tag Surrender	240230256	206.57
RUSHCO FOOD STORES	PO BOX 1483		SALISBURY	NC	28145	Vehicle Sold	240548907	187.64
RUSHCO FOOD STORES	PO BOX 1483		SALISBURY	NC	28145	Vehicle Sold	240548925	172.32
RUSHCO FOOD STORES	PO BOX 1483		SALISBURY	NC	28145	Vehicle Sold	240548913	191.21
SEMON, MICHAEL ALLEN	2320 TULLYMORE DR		LANDIS	NC	28088	Situs error	401091105	9.16
SMITH, WILLIAM PATRICK	740 BERNHARDT RD		SALISBURY	NC	28147	Vehicle Sold	159552882	85.22
STEINER, RICHARD EARL	128 LOGAN RIDGE DR		STATESVILLE	NC	28677	Vehicle Sold	159684384	37.83
THOMAS, CALVIN MORAN	380 WADE DR		CHINA GROVE	NC	28023	Tag Surrender	159552854	41.20
TURCO, MICHAEL EUGENE	413 SPYGLASS HILL PL		SALISBURY	NC	28144	Vehicle Sold	240548877	23.81
TURCO, MICHAEL EUGENE	413 SPYGLASS HILL PL		SALISBURY	NC	28144	Vehicle Sold	240548898	272.99
WEEKS, MICHAEL FREDERICK	316 MAJESTIC HEIGHTS DR		SALISBURY	NC	28144	Vehicle Sold	239526555	360.06
WENBERG, JANET	15455 STOKES FERRY RD		GOLD HILL	NC	28071	Vehicle Sold	159684362	515.48
							TOTAL:	\$ 6,023.78

Tonya Parnell

FEBRUARY 2022 VTS REFUNDS

Final Audit Report

2022-04-08

Created:	2022-04-08
By:	Casey Robinson (casey.robinson@rowancountync.gov)
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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Valerie Steele
DATE: 4/8/22
SUBJECT: Grant Agreement NCDOT Project No: 36244.56.11.1 Design/Bid Taxiway Rehabilitation

The request for aid in reference to the Taxiway Rehabilitation Deign/Bid was approved by the NCDOT. The grant amount is \$39,778 with a local match required of \$4,420.

The Airport Director and Purchasing Director recommend that the Board of Commissioners authorize the County Manager to enter into the agreement with NCDOT for the grant award for taxiway rehabilitation in the amount of \$39,788 with a total project cost not to exceed \$44,198.

AND

Approve the budget amendment.

ATTACHMENTS:

Description	Upload Date	Type
Grant Agreement	4/8/2022	Cover Memo
Approval for Aid application	4/8/2022	Cover Memo
budget amendment	4/11/2022	Cover Memo

GRANT AGREEMENT

STATE AID TO AIRPORTS

AIRPORT: **MID-CAROLINA**
REGIONAL

BETWEEN

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT NO: **36244.56.11.1**

ROWAN COUNTY

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

This agreement shall be effective on _____ and shall terminate on **APRIL 6, 2023** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties and public airport authorities of North Carolina for the purpose of planning, acquiring and improving municipal, county and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated **MARCH 31, 2022** to the Division of Aviation ("Division") for State Financial Aid funds for the **MID-CAROLINA REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **\$39,778** not to exceed **90 percent** of the final, eligible project costs of **\$44,198** subject to the conditions and limitations herein; and

WHEREAS, the Agreement of State Financial Aid funds will be used for the following approved project:

TAXIWAY REHABILITATION (design/bid)

WHEREAS, pursuant to NC GS 63-68 (2), the Division may, in its discretion, conduct safety projects or programs to improve the safety and planning of the air transportation system.

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

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

2) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of G.S. § 143-59.2, “Certain vendors prohibited from contracting with State.” G.S. § 133-32 and Executive Order 024 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted or promised by any employees of your organization. This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

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

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

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

APPENDIX A6.4.1
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

APPENDIX A6.4.2

TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX A6.4.3

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

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances:

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

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

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

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

APPENDIX A6.4.4

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

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

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

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

APPENDIX A6.4.5

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

Pertinent Nondiscrimination Authorities:

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

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

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if Required)

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

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

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per G.S. § 63-65.

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

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

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

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

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

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

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to G.S. § 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by G.S. § 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.

B-2. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-3. Bids will be taken in accordance with G.S. § 143-129. The Division will approve or disapprove the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval.

B-4. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-5. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-6. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30 and December 31.

B-7. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

B-8. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no state funds will be provided for any work performed by the contractor(s) or sub-contractor(s) which have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

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

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under this Agreement and the approved project budget. Acceptable items of work are those referenced in the *North Carolina Airports - Program Guidance Handbook* and North Carolina General Statutes.

C-2. The Sponsor shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Sponsor shall make such materials available at its office at all reasonable times during the contract period and for five (5) years from the date of final payment under this Agreement for inspection and audit by the Division.

C-3. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the audit report, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-4. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Division:

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

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

C-5. The Sponsor may make application to the Division for a corresponding increase if, after the acceptance of the project by the Division, the final State share of approved eligible project costs is more than the amount of State funds obligated for the project. This increase will be considered for funding in accordance with their relative priority versus other applications for available State funds. The Division's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Division for any payment above this amount unless and until the Sponsor receives notice of availability confirmed in a written modification by the Division.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

- D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.
- D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.
- D-3. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.
- D-4. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over \$1,000,000 or estimated claims with over \$250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.
- D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.
- D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.
- D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.
- D-8. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.
- D-9. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 4, 2022

James Howden
ROWAN COUNTY
DBA MID CAROLINA REGIONAL AIRPORT
130 W INNES ST
SALISBURY NC 28144-4365

Request for Aid(Application) #: 1000013596
Program: AV_STATE_GRANT
WBS # : 36244.56.11.1
Project : TAXIWAY REHABILITATION (design/bid)

SUBJECT: APPROVAL OF REQUEST FOR AID APPLICATION

Dear James Howden:

The NCDOT-Division of Aviation has completed its final review of your above referenced Request for Aid for **Rowan County** in the amount of **\$ 39,778.00**. Your Request for Aid is approved to proceed to the next stage of the funding process.

Attached to the online Request for Aid application is the grant agreement for the funding of WBS #36244.56.11.1, including State Assurances. Federal agreements will also include Federal Block Grant Assurances and Airport Improvement Program Certifications.

Agreement Signature Process

- Sponsors using DocuSign will receive a separate email from DocuSign with instructions
- Sponsors not using DocuSign will print one copy and complete the signature page
o (the first page date is left blank and to be completed by NCDOT)
- Sponsor will upload the signed agreement into EBS/Partner Connect under the **application**
- Sponsor must sign and upload all seven AIP Sponsor Certifications for all **federal** grant agreements
- Sponsor will EMAIL DOTAviationGrants@ncdot.gov that the signed **agreement** has been uploaded
- DoA will have the sponsor signed agreement executed by the Secretary of Transportation (or his designee)
- DoA will upload the fully signed agreement into EBS/Partner Connect and notify the sponsor via email.

Should you have any questions, please do not hesitate to contact your regional Airport Project Manager or visit our website at:

<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

Bobby L. Walston, PE
Director of Aviation

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Don Bringle
DATE: 4/8/22
SUBJECT: Davco Roofing and Sheet Metal, Inc Contract for Courthouse Roof

On the March 7, 2022 the Board of Commissioners approved the award of the bid for the replacement of the Courthouse Roof to Davco Roofing and Sheet Metal, Inc. It was consent agenda item M. Purchasing and Facilities are now asking for the Board to approve the contract with Davco Roofing and Sheet Metal, Inc. for an amount not to exceed

Attached is the contract and budget amendment.

Authorize the County Manager to sign a contract with Davco Roofing and Sheet Metal, Inc. for the replacement of the courthouse roof for an amount not to exceed \$451,000.

AND

Approve the budget amendment.

ATTACHMENTS:

Description	Upload Date	Type
contract	4/8/2022	Cover Memo
budget amendment	4/11/2022	Cover Memo



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Rowan County
130 W. Innes Street
Salisbury, NC 28144

and the Contractor:

(Name, legal status, address and other information)

Davco Roofing and Sheet Metal, Inc.
4408 Northpointe Industrial Boulevard
Charlotte, NC 28216

for the following Project:

(Name, location and detailed description)

Courthouse Roof Replacement
210 N. Main Street
Salisbury, NC 28144

The Architect:

(Name, legal status, address and other information)

REI Engineers, Inc.
1927 JN Pease Place, Suite 201
Charlotte, NC 28262

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Ninety (90) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2

(Table Deleted)

If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred, Fifty-One Thousand Dollars (\$451,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not Applicable	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance	\$30,000.00
Replace 50 BF of Deteriorated Wood Blocking	\$ 275.00
Replace 100 SF of Deteriorated Plywood	\$ 500.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Replace deteriorated wood blocking	BF	\$5.50
Replace deteriorated plywood	SF	\$5.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Contractor has not substantially completed the work within the specified contract time period and no time extension is granted, the contract amount shall be reduced by the sum of five hundred (\$500) dollars per day for each day in excess of the scheduled date of completion. Deductions from the original contract amount will be documented in the form of a Change Order. Should the Owner or Architect delay the starting time or any portion of the work, an equitable adjustment will be made in the schedule.

Init.

(Paragraph Deleted)

If the Contractor has not completed the punch list items within fifteen (15) days of the substantial completion inspection, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.

(Paragraph Deleted)

If the Contractor has not submitted the required closeout documents within thirty (30) calendar days after Substantial Completion of the Work, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the contractor if the contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Engineer, engineer or owner has been corrected by the contractor and accepted by the Engineer, engineer or owner. If the owner determines the contractor's performance is unsatisfactory, the owner may reinstate retainage for each subsequent periodic payment application as authorized in this subsection up to the maximum amount of five percent (5%). The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the contract documents, the owner with written consent of the surety shall release to the contractor all retainage on payments held by the owner: (i) the owner receives a certificate of substantial completion from the Engineer in charge of the project; or (ii) the owner receives beneficial occupancy or use of the project. However, the owner may retain sufficient funds to secure completion of the project or corrections on any work. If the owner retains funds, the amount retained shall not exceed two and one half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

(Paragraphs Deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

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User Notes:

(3B9ADA40)

Payments due and unpaid under the Contract shall not bear
(Paragraph Deleted)

interest.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Aaron Church
130 West Innes Street
Salisbury, NC 28144
Aaron.church@rowancountync.gov
704-216-8180

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Dan J. Davis
4408 Northpointe Industrial Blvd.
Charlotte, NC 28216
djdavis@davcoroofing.com
704-877-0535

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs Deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds (Not Applicable)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

(Paragraph Deleted)

Drawings

Number	Title	Date
00 01 15	List of Drawings contained in REI Project Manual entitled "Rowan County Courthouse Roof Replacement"	September 30, 2021

.5 Specifications

Section	Title	Date
00 01 10	Table of Contents contained in REI Project Manual entitled "Rowan County Courthouse Roof Replacement"	September 30, 2021

.6 Addenda, if any:

Number	Date	Pages
01	February 24, 2022	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs Deleted)

(Table Deleted)

.8 Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary Conditions	September 30, 2021	5

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Not Applicable

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Aaron Church, County Manager
(Printed name and title)



CONTRACTOR (Signature)

Dan J. Davis, President
(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:10:49 ET on 04/05/2022.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year

...

Rowan County-
130 W. Innes Street
Salisbury, NC 28144

...

Davco Roofing and Sheet Metal, Inc.
4408 Northpointe Industrial Boulevard
Charlotte, NC 28216

...

Courthouse Roof Replacement
210 N. Main Street
Salisbury, NC 28144

...

REI Engineers, Inc.
1927 JN Pease Place, Suite 201
Charlotte, NC 28262

PAGE 2

☒ A date set forth in a notice to proceed issued by the Owner.

PAGE 3

☒ Not later than Ninety (90) calendar days from the date of commencement of the Work.

...

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

...

Portion of Work

Substantial Completion Date

...

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred, Fifty-One Thousand Dollars (\$451,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Not Applicable

...

Not Applicable

...

<u>Contingency Allowance</u>	<u>\$30,000.00</u>
<u>Replace 50 BF of Deteriorated Wood Blocking</u>	<u>\$ 275.00</u>
<u>Replace 100 SF of Deteriorated Plywood</u>	<u>\$ 500.00</u>

...

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
<u>Replace deteriorated wood blocking</u>	<u>BF</u>	<u>\$5.50</u>
<u>Replace deteriorated plywood</u>	<u>SF</u>	<u>\$5.00</u>

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
-------------	------------------------------	--------------------------------

...

If the Contractor has not substantially completed the work within the specified contract time period and no time extension is granted, the contract amount shall be reduced by the sum of five hundred (\$500) dollars per day for each day in excess of the scheduled date of completion. Deductions from the original contract amount will be documented in the form of a Change Order. Should the Owner or Architect delay the starting time or any portion of the work, an equitable adjustment will be made in the schedule.

PAGE 4

§ 4.6 Other:

...

If the Contractor has not completed the punch list items within fifteen (15) days of the substantial completion inspection, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.

...

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

...

If the Contractor has not submitted the required closeout documents within thirty (30) calendar days after Substantial Completion of the Work, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~last day of a month~~, the Owner shall make payment of the amount certified to the Contractor not later than ~~the day of the month~~. ~~If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () Forty-Five (45) days after the Architect receives the Application for Payment.~~

PAGE 5

5%

...

Not Applicable

...

When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the contractor if the contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Engineer, engineer or owner has been corrected by the contractor and accepted by the Engineer, engineer or owner. If the owner determines the contractor's performance is unsatisfactory, the owner may reinstate retainage for each subsequent periodic payment application as authorized in this subsection up to the maximum amount of five percent (5%). The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the contract documents, the owner with written consent of the surety shall release to the contractor all retainage on payments held by the owner: (i) the owner receives a certificate of substantial completion from the Engineer in charge of the project; or (ii) the owner receives beneficial

occupancy or use of the project. However, the owner may retain sufficient funds to secure completion of the project or corrections on any work. If the owner retains funds, the amount retained shall not exceed two and one half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

...

~~§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~

...

~~(Insert any other conditions for release of retainage upon Substantial Completion.)~~

...

~~§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30-45 days after the issuance of the Architect's final Certificate for Payment, or as follows: Payment.~~

PAGE 6

Payments due and unpaid under the Contract shall ~~bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ not bear

...

~~(Insert rate of interest agreed upon, if any.)~~

...

interest.

...

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. A201-2017.~~

...

~~(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

...

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

Not Applicable

...

Aaron Church
130 West Innes Street
Salisbury, NC 28144
Aaron.church@rowancountync.gov
704-216-8180

PAGE 7

Dan J. Davis
4408 Northpointe Industrial Blvd.
Charlotte, NC 28216
djdavis@davcoroofing.com
704-877-0535

...

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

...

~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

...

~~§ 8.7 Other provisions:~~

...

~~.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds –(Not Applicable)~~

...

~~.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

~~(Insert the date of the E203–2013 incorporated into this Agreement.)~~

...

~~.5—Drawings~~

...

<u>00 01 15</u>	<u>List of Drawings contained in REI Project Manual entitled "Rowan County Courthouse Roof Replacement"</u>	<u>September 30, 2021</u>
-----------------	-----------------------------------------------------------------------------------------------------------------------------	---------------------------

...

~~.6~~ .5 Specifications

...

<u>Section</u>	<u>Title</u>	<u>Date</u>
<u>00 01 10</u>	<u>Table of Contents contained in REI Project Manual entitled "Rowan County Courthouse Roof Replacement"</u>	<u>September 30, 2021</u>

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
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...

~~.7~~ .6 Addenda, if any:

...

<u>01</u>	<u>February 24, 2022</u>	<u>1</u>
-----------	--------------------------	----------

...

~~.8~~ .7 Other Exhibits:

...

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

(Insert the date of the E204 2017 incorporated into this Agreement.)

...

☐ The Sustainability Plan:

...

<u>Title</u>	<u>Date</u>	<u>Pages</u>
--------------	-------------	--------------

PAGE 8

~~1-1~~ 8 Supplementary and other Conditions of the Contract:

...

00 73 00

Supplementary
Conditions

September 30, 5
2021

...

Not Applicable

...

Aaron Church, County Manager

Dan J. Davis, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:10:49 ET on 04/05/2022 under Order No. 2114284928 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

DEPARTMENTAL REQUEST FOR BUDGET ACTION

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
C/A - BUILDING	E	1154135-573000	125,000	
LONG TERM DEBT - TELECOM EQUIP	E	1159100-592017		125,000
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____		Approved: _____	Period - Journal # _____	
Disapproved: _____		Disapproved: _____	Keyed By: _____	
Amended: _____		Amended: _____	Date Keyed: _____	
Date: _____		Date: _____	Posted By: _____	
Signature:		Signature:	Date Posted: _____	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Don Bringle
DATE: 4/8/22
SUBJECT: REI Engineers contract for engineering fees for facilities roof

On April 4, 2022 the Board of Commissioners approved with consent agenda item I an amendment to the master agreement with REI Engineers. This amendment was to extend the master agreement to allow REI Engineers to perform engineering services for the replacement of the roof at facilities. REI Engineers has provided a task order for this project with a cost not to exceed \$51,700 for the engineering services.

Attached Task Order from REI Engineers.

Authorize the County Manager to enter into an agreement with REI Engineers for to provide engineering services for the roof replacement at facilities for an amount not to exceed \$51,700.

ATTACHMENTS:

Description	Upload Date	Type
task order	4/8/2022	Cover Memo



April 7, 2022

Rowan County
130 West Innes Street
Salisbury, NC 28144

Attention: Mr. Don Bringle
Director

Reference: **Task Order**
Engineering Services for Contract Documents and Construction Administration
Facilities Services Roof Replacement
REI Proposal No. P20CLT-063

Dear Mr. Bringle:

In response to our recent discussions, we are pleased to submit this proposal for your consideration. The roof areas outlined in this proposal include the Roof Areas (totaling approximately 38,814 square feet) of the facility located at 425 Airport Road, Salisbury, NC 28147.

The following is an outline of the proposed services for Contract Documents (CD) and Construction Administration (CA):

I. CONTRACT DOCUMENTS

- A. Conduct the site visit(s) to develop detailed Contract Documents for the subject building.
- B. Extract roof samples to identify roof system composition and condition. Submit samples for testing to determine the presence or absence of asbestos containing materials on each bituminous roof area. Cored locations to be repaired with compatible materials.
- C. Perform the following engineering design calculations for all roof areas which will be sealed by a Licensed Engineer:
 - 1. Determine design wind loads in accordance with ASCE 7 as required by the current edition of the State Building Code.
 - 2. Primary and secondary (overflow) drainage for compliance with the current edition of the State Plumbing Code.
 - 3. Existing and proposed roof system R-Value for compliance with the current edition of the State Energy Conservation Code.
 - 4. Estimate existing and proposed roof system dead load unit weights to determine load change and the need for a structural analysis. If a structural analysis is required, REI will coordinate applicable work with a licensed Structural Engineer. The cost for the structural analysis (if necessary) is not included in this proposal.
- D. Prepare comprehensive scaled drawings for conditions present to ensure competitive bids are received. All plans and details to be developed on Computer Aided Drafting (AutoCAD)

- E. Prepare technical specifications for the project.
- F. Issue preliminary Contract Documents for Owner review. Upon acceptance, final Contract Documents will be prepared and submitted.
- G. Provide advertisement for bids to Owner for use in advertising in accordance with applicable laws and/or submit names of three or more qualified Contractors to bid the Contract Documents.
- H. Hold one Pre-Bid Meeting for potential contractors to review the Contract Documents and resolve any questions that may arise during the bid stage of the project.
- I. Bids shall be analyzed and a recommendation made based on low bid, alternates, contractor's past performance and Owner's budget restrictions. Submit a certified Bid Tabulation and recommendation for award.

II. CONSTRUCTION ADMINISTRATION

- A. Complete Owner's recommended Form of Agreement between Owner and Contractor and submit to Owner and Contractor for acceptance.
- B. Issue "Notice to Proceed" with Date of Commencement and construction period established.
- C. Review and accept, as appropriate, shop drawings and submittals as required by the Contract Documents. Return unacceptable submittals to contractor as required until compliance with specifications is realized.
- D. Hold a pre-construction meeting with the successful contractor to ensure a clear understanding of the plans and specifications.
- E. Perform quality assurance site visit once every five working days, Monday through Friday, to verify work is in compliance with the Contract Documents. Photographs will be taken as deemed necessary for documentation. REI cannot comment on work that takes place and covered while REI is not onsite.
- F. Prepare and submit reports from each quality assurance site visit relaying information pertaining to weather, area worked, application methods, material types installed during the site visit, and listing of non-conforming items requiring Contractor's correction.
- G. Certify Contractor's monthly invoicing based on status of work performed as determined from project site visits.
- H. Route any change orders developed to address changes to the contract requirements.
- I. Upon notification by the contractor that the job is substantially complete, a substantial completion inspection will be conducted with REI, Owner, Contractor and Manufacturer personnel. A punch list will be prepared to list any minor items that require further treatment.
- J. Upon notification by the contractor that the job is fully complete, a final inspection will be conducted with REI, contractor and Owner personnel. A final inspection report will be

submitted upon verifying completion or if necessary, an additional punch list will be prepared.

- K. Upon completion of work, verify compliance of warranties and forward to Owner with close out documents and final billing.
- L. Conduct a two-year Contractor Warranty Inspection before the warranty expires to address warranty issues with the Contractor and Manufacturer.

III. PROPOSED SCOPE OF WORK

- A. Roof Areas A, B , C, F, and G: Remove existing roof membrane down to the existing insulation and provide 1.5" roof insulation, cover board and PVC roof membrane along with sheet metal flashing and accessories to provide a complete, watertight, 20-year warrantable roof assembly.
- B. Roof Area D: Remove existing roof membrane down to the existing LWIC and provide mechanically attached base sheet, tapered roof insulation system, interior primary and secondary roof drains, PVC roof membrane along with sheet metal flashing and accessories to provide a complete, watertight, 20-year warrantable roof assembly.
- C. Roof Area E: Remove existing roof system down to the existing concrete deck, fully adhere vapor retarder and provide tapered insulation system, coverboard and PVC roof membrane along with sheet metal flashing and accessories to provide a complete, watertight, 20-year warrantable roof assembly.

IV. OPINION OF PROBABLE CONSTRUCTION COST/ENGINEERING FEES

- A. Based on the anticipated scope of work for this project, the opinion of probable construction costs and proposed engineering fees are:

Estimated Construction Cost*	\$670,450.00
Contingency Allowance	\$30,000.00
Estimated Construction Cost Subtotal	\$700,450.00

Engineering Fees:

Contract Documents	\$30, 400.00
Construction Administration	\$21,300.00
Subtotal	\$51,700.00

Total project estimate	\$752,150.00
------------------------	--------------

**Estimated construction cost is based on current market conditions at the time of this proposal. Due to unprecedented volatility in the commercial construction industry, wide variations in actual costs should be anticipated at the time this project is bid to contractors. This is due to fluctuations in material and labor costs and availability of certain materials.*

V. PROJECT SCHEDULE

- A. Preliminary Contract Documents shall be completed within sixty (60) days of Notice to Proceed. Final Contract Documents shall be completed and sealed within fifteen (15) days of receipt of comments.

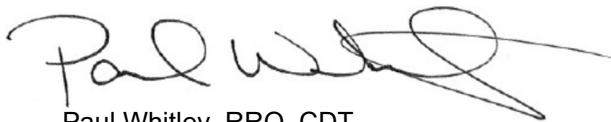
- B. Construction Administration shall be performed during the estimated construction duration and the project closeout process. This work is expected to take ninety (90) calendar days.

If this proposal meets with your approval, please notify us in writing. This proposal will remain firm for a period of thirty (30) days. After that time, we reserve the right to review scheduled commitments and prices.

If you have any questions regarding this matter, please do not hesitate to call.

Respectfully submitted,

REI Engineers



Paul Whitley, RRO, CDT
Project Manager



David Honeycutt, RBEC, RRC, RWC, REWC, RRO
Branch Manager

Task Order Acceptance:

Client will initiate contact when services are required. Assignments made by anyone other than those authorized below are not valid and therefore will not be honored for payment. The following is a list of personnel authorized to make assignments under the Design Agreement:

1. Aaron Church – County Manager
2. James Howden – Finance Director
3. Anna Bumgarner – Purchasing Director

Rowan County _____

Client

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: Kelly Natoli, Assistant County Manager/HR Director
DATE: 04-11-22
SUBJECT: Health Insurance Premiums Effective 07-01-22

Due to rising healthcare costs and in an effort to maintain the current level of health and wellness benefit offerings for employees, we are requesting that the budgeted amount for health insurance per employee be increased from \$910.00 per month to \$1,000.00 per month per benefited employee effective July 1, 2022. For individuals that participate in the health and wellness program that are hired or reinstated after 1/22/2012, their individual health insurance premium will increase from \$91.00 per month to \$100 per month. No increase to dependent premiums is recommended.

Please approve this recommendation.

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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director
DATE: 04-11-22
SUBJECT: Request for Temp Full-Time Senior Heavy Equipment Operator

Environmental Services Director Caleb Sinclair is requesting a Temporary Senior Heavy Equipment Operator position. One employee who currently occupies a regular full-time Senior Heavy Equipment Operator position has been on extended leave, and there is no anticipated return date at this time.

This request is to create a Temporary Senior Heavy Equipment Operator position (full-time), until further notice, to provide relief to the current staff who have been assuming the duties of the position. If the employee returns, or if it is determined that the employee is unable to return, this temporary position would be eliminated. Although there are salary savings at this time, this request would have a cost of approximately \$10,920/annual to provide for health insurance for the temporary full-time employee.

Please approve this 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: Sheriff Kevin Auten
DATE: April 12, 2022
SUBJECT: Acceptance of Grant/Interlocal Agreement for FY 21 Local Justice Assistance Grant

The Board authorized submission of the FY 2021 Local Justice Assistance Grant on August 16, 2021.

The Grant was awarded and the Board is now asked to authorize the County Manager to execute the Interlocal Agreement, which has already been approved and signed by the City of Salisbury.

ATTACHMENTS:

Description	Upload Date	Type
Request to Apply - August 2021	4/12/2022	Cover Memo
Interlocal Agreement	4/12/2022	Cover Memo



ROWAN COUNTY SHERIFF'S OFFICE

KEVIN L. AUTEN, SHERIFF

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

MEMORANDUM

TO: Aaron Church, County Manager
FROM: Sheriff Kevin Auten *KLA*
REF: FY2021 Local Justice Assistance Grant
DATE: August 4, 2021

The Rowan County Sheriff's Office has been notified that it is eligible to receive \$11,194 in funds through the Edward Byrne Memorial Justice Assistance Grant. This grant is a yearly grant from the Department of Justice. The grant amount is determined by a formula based on Part I violent crimes as reported to the FBI's Uniform Crime Reports.

As in the past number of years, the Rowan County Sheriff's Office was designated to be a disparate jurisdiction with the Salisbury City Police Department because Rowan County bears more than 50 percent of the costs of prosecution or incarceration that arises for the Part I crimes that have occurred in Salisbury's jurisdiction. Since the Salisbury Police Department is designated to receive a total award of \$34,022, which is more than one and one-half times more than the Sheriff's Office amount, we have been designated as disparate. The US Department of Justice has determined that the RCSO will receive \$11,194 of the total award to Salisbury PD.

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

- 1.) Eight Rugged Push Bumpers that consists of the push bumper with 4 mounted lights, fender wrap, and headlight coverage. These Rugged Push Bumper assemblies will be installed on new patrol vehicles to provide for the safety of the operating Deputies. RCSO Deputies answer calls for service throughout the 512 square miles of the county that has a very high deer population. Each year, the RCSO has had patrol vehicles suffer damage as a result of collisions with deer while responding for calls for service. We have been lucky that there have been no personal injuries to the Deputies who were operating the patrol vehicles, but chances are strong that the Deputy could be suffer serious injury in a deer collision. The entire Rugged Push Bumper assembly cost is \$1,309, which would allow for a total of 8 assemblies to be purchased at a cost of \$10,472. The remaining \$722 would be used to cover the installation costs of these Rugged Push Bumper assemblies.

This memorandum is to request that this matter be placed on the consent agenda for approval, so that Salisbury Police Department can prepare a Memorandum of Understanding which

will be submitted, as required to receive the grant, to the Bureau of Justice Assistance.

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



BJA AWARD NUMBER 15PBJA-21-GG-01658-JAGX

THE STATE OF NORTH CAROLINA

COUNTY OF ROWAN

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF SALISBURY, NORTH CAROLINA,
AND
ROWAN COUNTY, NORTH CAROLINA

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022, by and between the City of Salisbury, a North Carolina municipal corporation (the "City") and the County of Rowan, a North Carolina body politic and corporate (the "County") (collectively, the "Parties").

For and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Acknowledgments.

- a. This Agreement is made under the authority of Article 20 of Chapter 160A of the North Carolina General Statutes.
- b. The City has received a JAG Award in the amount of \$34,022.00. The City desires to share a portion of that funding with the County for the purpose of providing additional personnel, equipment, supplies, contractual support, training, technical assistance, and informational systems for criminal justice, or for any other purpose allowed by the terms of the JAG Award.
- c. The Parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to each Party.
- d. The Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.
- e. The City agrees to pay the County \$11,194.00 from the JAG Award for the Grant Program.
- f. The Parties find that it is in their best interests to reallocate the JAG funds as outlined herein.

2. Term and termination. The term of this Agreement shall begin on the date of execution and shall terminate without further action by either Party on September 30, 2024.

3. Payment. The City agrees to pay to the County the sum of Eleven Thousand One Hundred Ninety-Four and 00/100 Dollars (\$11,194.00) from the City's portion of the JAG funds (the "County Award").

4. Use of funds. The County agrees to use County Award for those purposes outlined in Section 1.a. of this Agreement until the termination of this Agreement.

5. Liability. This Agreement shall not create liability for either Party based on the County's use of the Grant funds. Each Party shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the payment of grant funds pursuant to this Agreement.
6. No third party rights. The Agreement shall not create any rights for any individual or entity that is not a party to this Agreement.
7. Monitoring and Auditing. The Parties shall cooperate with one another, or with any other person or agency as directed by the other Party, in monitoring, auditing, or investigating activities related to this Agreement. The County shall permit the City to evaluate all activities conducted under this Agreement as dictated by the City. The Parties shall provide auditors retained by either Party with access to any records and files related to the provision of services under this Agreement.
8. No assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this Agreement without the prior written approval of the City.
9. Amendments in writing. This Agreement may be amended only in writing and signed by both parties.
10. Governing law. North Carolina law will govern the interpretation and construction of the Agreement.
11. Entire agreement. This Agreement, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Agreement, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. To the extent there may be any conflict between the four corners of this Agreement and other documents incorporated by reference herein, the terms of this Agreement will control.
12. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
13. Counterparts and execution. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Agreement will have the same validity and force as an "original."
14. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Provider have authority to do so as an official, binding act of Provider.

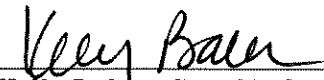
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

CITY OF SALISBURY



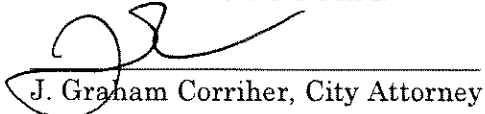
Brian Hiatt, Interim City Manager

ATTEST:



Kelly Baker, City Clerk

APPROVED AS TO FORM:



J. Graham Corriher, City Attorney

COUNTY OF ROWAN

Aaron Church, County Manager

ATTEST:

Carolyn Barger, County Clerk

John W. Dees, II, County Attorney

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 4/12/2022
SUBJECT: Approval to Apply for 5310 City of Concord FFY22

The 5310 City of Concord FFY22 Call for Projects came out April 11, 2022.

The funds will be used for preventative vehicle maintenance.
Requesting \$130,000: \$104,000 (80% grant) & \$26,000 (20% match).

A budget amendment will be submitted to the BOC along with the request to accept the grant funding if awarded.

The application must be submitted prior to the close of business on May 9, 2022.

Approve RTS to apply for the 5310 City of Concord FFY22 Call for Projects and approve for the County Manager to sign the Local Share Certification for Funding.

ATTACHMENTS:

Description	Upload Date	Type
Application	4/12/2022	Cover Memo
Local Share Certification	4/12/2022	Cover Memo

Section 5310 Funding Program Application

Please complete Parts I – III of the 5310 Funding Program Application. Return the completed application to City of Concord as noted in the Application Process Section.

Part I – Funding Request

Applicant Information

Organization Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

Website: _____

Project Information

Title: _____

Brief Description:

Service days/hours (if applicable): _____

Estimated Cost per One-Way Trip (if applicable): _____

Estimated Daily Riders per Weekday/Weekend (if applicable): _____

Part II – Project Narrative

Please complete the Project Narrative questions below for your application. These questions closely align with the Project Selection Criteria included in the 5310 Program Management Plan and 5310 Application Package.

Expanded Project Description

Please use this space to expand on your project description beyond the brief description provided in Part I of the application.

Project Needs

How is the proposed project consistent with eligible 5310 program activities and objectives of the 5310 funding program?

Describe how the project will increase or enhance the availability of transportation for the elderly and disabled populations in the Cabarrus-Rowan Urbanized Area?

What need(s) does the project address in the Local Coordinated Plan? Please provide the page number(s) in the Local Coordinated Plan your project corresponds with.

Does the project provide a service or investment that otherwise would not be available? If so, please explain.

Project Planning and Implementation

Describe how the proposed project might coordinate or link with other transportation providers or transportation stakeholders?

Describe the project timeline and project lifespan?

Please note how you plan to market your proposed project? If an existing service, note how your service is currently marketed?

When could your project begin upon receiving funding? Describe the process your organization would take to implement the project.

Project Budget

Draft Program Management Plan

In addition to filling out the Proposed Project Budget, note any plans for continued investment and/or maintenance for the proposed project after the 5310 funds are spent.

Program Effectiveness and Evaluation

How does your organization plan to collect information to monitor quality control and customer satisfaction related to implementing the proposed project? Include in your description any measurable indicators you propose to use.

Organizational Preparedness

Describe the staffing plan for this project. Who would be the primary staff person responsible for managing the grant? What other staff would be involved? Describe any relevant past experience these staff have in working on the type of project proposed.

Please note any experience your organization has with financial reporting such as quarterly reports, annual audits and/or other forms of financial reporting.

Describe any training, maintenance, inspections and/or service monitoring you plan to do focused on managing risk and providing safe services?

Part III – Proposed Project Budget

Project Funding

Local matching funds are required for all application submittals. For projects requiring nontraditional (operating) funds the required match is 50% from non-federal transportation funds. For traditional (capital) projects the required match is 20% + from non-federal transportation funds. Some potential traditional match exceptions are noted in the FTA guidance and the CK Rider Area Transit 5310 Program Management Plan.

Total Project Budget

Traditional Federal Share - 80%

Traditional Local Match - 20%

Nontraditional Federal Share - 50%

Nontraditional Local Match - 50%

Local Match Fund Source: _____

Note: The applicant must demonstrate a commitment to provide local funds and provide appropriate documentation. Documentation may be in the form of a letter or other supporting documentation noting where funds will be drawn from.

Local Share Certification for Funding

Rowan County

The local match must be provided from sources other than federal Department of Transportation funds. Guidance is provided in the 5310 Overview about eligible sources of matching funds. Applicants are responsible for verifying the eligibility of non-USDOT federal funds the applicant proposes to use as their local match.

Rowan County will utilize the Traditional Capital Funding at the 80% Federal rate, the 20% local match will be provided using County General Fund.

Requested Funding Amounts

	Net Project Cost	Local Share	Local Source(s)
Capital (Vehicles & Other)	\$ 130,000	\$ <u>26,000</u> (20%)	County General Fund
Operating	\$ <u>0</u>	\$ <u>0</u> (50% of net)	1. 2. 3.
TOTAL	\$ <u>130,000</u>	\$ <u>26,000</u>	

I, the undersigned representing **Rowan County** do hereby certify that the required local funds will be available as of **July 1, 2022**.

Signature of Authorized Official

Aaron Church, County Manager

Type Name and Title of Authorized Official

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: Micah Ennis, Director
DATE: April 12, 2022
SUBJECT: Blanche & Julian Robertson Foundation Grant Acceptance

Rowan County Department of Social Services and Rowan One Church One Child seek permission to accept a grant awarded to One Church One Child from the Blanche & Julian Robertson Foundation. The \$8,000 grant will be used to support the health & safety and life necessities for Rowan County's abused and neglected children.

ATTACHMENTS:

Description	Upload Date	Type
Robertson Foundation Grant	4/12/2022	Cover Memo

**PLEASE READ CAREFULLY - FUNDS WILL NOT BE DISBURSED
IF DIRECTIONS ARE NOT FOLLOWED CORRECTLY!**

Dear Donna Beaver:

The Blanche & Julian Robertson Family Foundation is pleased to inform you that it has approved a grant of \$8,000.00 in support of Health and Safety First - Life Necessities for Rowan's Abused and Neglected Children. **This award is subject to the completion of the Award Agreement Section of your application,** that affirms your agreement with the following:

GRANT PROVISIONS & CONDITIONS

1. The grant recipient agrees to expend the funds only for the purposes as stated in the grant application and in accordance with Section 501(C) 3, Section 4945, and other applicable provisions of the Internal Revenue Service Code.
2. The grantee will submit a Grant Status Report to the Foundation as soon as practical after the close of the grant period or when the funded project has been completed. **If planning on applying for a grant in 2023, all Grant Status Reports must be turned in by December 31, 2022.**
3. Directors and staff of the Foundation may monitor and conduct an evaluation of the grantee through a site visit and/or review of files and financial records relating to the grant or tax status. The grantee would agree to provide full and complete access upon a reasonable and timely request.
4. The Foundation requires immediate notification of any change in the grantee's Lead Management and/or Federal tax status before or during the period in which the grant funds are being spent.
5. Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Foundation, such action is necessary to comply with the law.
6. Any portion of the grant funds not used in accordance with these terms and conditions, or in agreement with the original grant application, must be repaid to the Foundation. No funds from this grant will be used to support propaganda, influence legislation or the outcome of any specific public election, or to support voter registration activities.
7. Grant funds must be requested and used within one year from the date of award or the grant is null and void.

Please log in to the Grant Database to fill out the the Award Agreement to the foregoing provisions and conditions. **Funds will be disbursed ONLY upon completion of the REQUEST FUNDS Section stating that the project or program is ready to begin. Any grant not funded and its project/program not begun one year after the award is made will be declared null and void unless otherwise arranged with the Foundation.**

Very truly yours,

Bret R. Busby
Chairman of the Board

<https://blanchejulianrobertsonfamilyfoundation.communityforce.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: Aaron Poplin
DATE: 4/8/2022
SUBJECT: Public Hearing for Z 03-22

Connie Merrell on behalf of Merrell Partners is petitioning to rezone two parcels at 1505 Peach Orchard Rd, owned by Diane Brandon, from Rural Residential (RR) to 85-ED-2. These properties can be further referenced as county tax parcels 406 010 and 406 126. The rezoning of the RR portions of tax parcels 406 020 and 406 127 from RR to Commercial Business Industrial (CBI) was recommended to be considered at this hearing as well.

1. Receive staff report
2. Applicant comments, if any
3. Public comments
4. Close hearing and discuss
5. Motion to consider statement of consistency / reasonableness
6. Motion to approve / deny / table Z 03-22

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	4/8/2022	Cover Memo
GIS Map	4/8/2022	Cover Memo
application	4/8/2022	Cover Memo

DEPARTMENT OF PLANNING & DEVELOPMENT

DATE: 04/08/2022

STAFF CONTACT: AARON POPLIN



REZONING PETITION: Z 03-22

REQUEST: RR to 85-ED-2

PARCEL ID: 406 010 and
406 126

LOCATION: 1505 Peach
Orchard Rd

ACERAGE: 20

CURRENT LAND USE: Single
Family Dwelling

OWNER: Diane Brandon

APPLICANT: Connie Merrell

BACKGROUND

Connie Merrell on behalf of Merrell Partners is petitioning to rezone two parcels at 1505 Peach Orchard Rd, owned by Diane Brandon, from Rural Residential (RR) to 85-ED-2. These properties can be further referenced as county tax parcels 406 010 and 406 126. A majority of parcel 406 126 is currently zoned 85-ED-2 the front of parcel 406 126 is zoned RR and all of 406 010 is zoned RR. The road frontage for these properties is all on parcel 406 126.

Relationship with any plans and policies

This property is located in Area 2 of the Eastern Area Land Use Plan areas adjacent to municipalities and within the US-29/ I-85 Highway corridor overlay Area 2 discourages industrial development except when they

are located within the highway corridor. The plan encourages uses to consider the scale and density of new projects connecting to utilities.

Consistency with the requested zoning district's purpose and intent

Economic development districts established for I-85. The following district are hereby established to preserve, encourage and enhance the economic development opportunities in areas adjacent and near I-85 in accordance to plans adopted by the county board of commissioners. It is recognized that I-85 is uniquely important the future of the county because of the great potential for development of all types that exist along this corridor. Development

within these districts shall be of types which maximize the economic benefits to the county while minimizing the potential impacts. The district are designed to accommodate, as appropriate, uses such as manufacturing, distribution, retail, service industries, corporate parks. Certain individual uses may be allowed as uses by right in some districts, while other more intensive uses may require a higher level of review and approval by the county. The districts encourage and allow more creative design of land development than may be provided on other general zoning districts. This flexibility is provided for planned unit developments. In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the 85-ED-1 district then the 85-ED-2 district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

The benefit of the 85-ED zones over a traditional commercial or industrial zoning district such as CBI or IND is that the uses allowed are not quite as broad. By narrowing the uses the County can be assured that the investment in utilities along with the access to I-85 is not wasted by a use that would not need them.

Compatibility of all uses within the proposed district classification with other properties

Compatibility of Uses: the 85-ED-2 district allows for a limited amount of uses by right with more uses allowed with SUPs and in PUDs.

MAJOR GROUP	INDUSTRY GROUP	RR	CBI-CD
Residential		Permitted	Not Permitted
Construction		Permitted with SR	Permitted
Manufacturing		Permitted with SR	Most Permitted
	"Heavy Impact Uses"	Not Permitted	Most Permitted with SUP
Transp., Com., Elec. / Gas, & Sanitary Svc.		Some Permitted with SR	Some Permitted
Wholesale Trade		Most Permitted with SR	Some Permitted with SUP
Retail Trade		Permitted with SR	Some Permitted in PUD
Finance, Ins., & Real Est.		Permitted with SR	Not Permitted
Services		Most Permitted with SR	Some Permitted in a PUD
	Misc. Amusement & Rec.	Not Permitted	Not Permitted
Public Admin.		Not Permitted	Not Permitted

Generalized Groupings:
Permitted: 100-75% Most: 75-50% Some: 50-25% Not Permitted: 25-

Source: Section 21-113 Table of Uses

Conditions within the vicinity (see enclosed map):

East: Performance Technology park. 85-ED-2 zoned business park with Toyota Racing Development

West: Dillard's distribution center.

South: Southeast Middle School.

North: Orchard Hills Subdivision.

Potential impact on facilities such as roads, utilities and schools

Roads: Peach Orchard Rd has a capacity of 11,400 vehicles per day. The most recent traffic count on Peach Orchard Rd was 3,500 vehicles per day in 2014. It should be noted that this data was taken on the western side of I-85 and not on the section between I-85 and Old Concord Rd.

Utilities: The property will utilize existing SRU water and sewer.

Schools: N/A

Decision making and procedures

Decision Making: In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / Board of Commissioners in a rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the boards "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

Procedures: The Board must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. See enclosed checklist as a guide in developing these statements.

A statement of reasonableness is necessary to substantiate a small-scale zoning decision and ensure the decision is "reasonable". While spot zoning in North Carolina is considered legal, it must be determined as reasonable based on a number of factors including the following established by the courts:

- Size and nature of the tract;
- Compatibility with existing plans;
- The impact of the zoning decision on the landowner, the immediate neighbors, and the surrounding community; and
- The relationship between the newly allowed uses in a spot rezoning and the previously allowed uses.

Planning Board Meeting February 28, 2022

The Rowan County Planning Board conducted a courtesy hearing for Z 03-22 at their February meeting. No one spoke in favor or against the rezoning. The Planning Board approved the rezoning, including the portions of parcels 406 020 and 406 127, with the following statement:

Statement of Consistency and Reasonableness- Z 03-22 is consistent with area 2 of the Eastern Area Land Use Plan, the Hwy 29 and I 85 corridor and it is consistent with the 85-ED-2 standards and is reasonable based on the fact that it aligns with the intent and spirit of the ordinance, it is surrounded to the east by CBI and 85-ED-2 districts.

Staff Comments

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

Attachments

- GIS Map
- Application
- Statement worksheet



Rowan County Department of
Planning & Development
402 N. Main Street Suite 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # Z 03-22
Date Filed 2/7/22
Received By Adm
Amount Paid \$300 cash
Office Use Only

2-017372-2022

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: MICHELLE MEDLIN, NANCY L. GLENN, DIANE L. BRANDON
Signature: Alvin B. Branch, POA
Phone: 704-762-0270 Email: BRANDONALVINB@BELLSOUTH.NET
Address: 445 EASTLAND DR, SALISBURY, NC 28146

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Merrell Partners, LLC
Signature: Connie Merrell
Phone: 704-701-1678 Email: live.serve.lead@gmail.com
Address: 4627 Dove Field Ln Kannapolis NC 28081

PROPERTY DETAILS:

Tax Parcel(s): 406 010 406 126 Size (sq. ft. or acres): 4.87 OF 406 010
1505 PEACH ORCHARD Rd. 4.70-ACRES OF
Property Location: 0 PEACH ORCHARD Rd 406 126
Current Land Use: VACANT RESIDENTIAL, 406 010, VACANT LAND, 406 126
Date Acquired: 4/24/18 Deed Reference: Book 1307 Page 972
1307 973

REQUEST DETAILS:

Existing Zoning District RR Requested Zoning District 85-ED-2

If requesting a conditional zoning district, list proposed use or uses:

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), MICHELLE MEDLIN, NANCY L. GLENN, DIANE L. BRANDON, 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): Alvin B. Brandon, POA

Date: _____

Name of Applicant / Agent: _____

Address: _____

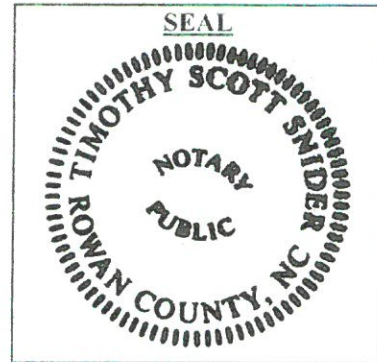
Phone Number: _____

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF NC COUNTY OF ROWAN

I, Timothy Scott Snider, a Notary Public for said County and State, do hereby certify that Alvin B. Brandon personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 12/5, 20 23.



OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board
Courtesy Hearing: _____ 3. Notifications Mailed: _____ 4. Property Posted:
_____ 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners
Public Hearing: _____ 7. Notifications Mailed: _____ 8. Property Posted:
_____ 9. Dates Advertised: 1st _____ 2nd _____ 10. BOC Action: Approved
_____ Denied _____ 11. Date Applicant Notified: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart
DATE: April 8, 2022
SUBJECT: Public Hearing for ZTA 02-22: Conditional Zoning

Planning Staff is requesting an amendment to sections 21-11, 21-61, and 21-62 of the Zoning Ordinance regarding development agreements and conditional districts. Specifically, amendments to conditional districts involve the following sections: application details, administrative minor changes, and district expiration.

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 02-22

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	4/8/2022	Exhibit



Rowan County Department of Planning & Development
402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Shane Stewart
DATE: April 8, 2022
RE: **ZTA 02-22: Conditional Districts**

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 02-22**

BACKGROUND

Over the past decade or more, generally half of all rezoning requests received have been for a conditional district (CD); a trend that will likely continue. These districts serve as a necessary approach in rezoning property that offer additional clarity on permitted development in the district through submission of a site plan and other details, which allow an appropriate evaluation of the request. One challenge with a CD request relate to the required process to consider plan changes that may arise after the rezoning. Current language includes three (3) variables that may be used by Planning Staff to guide a decision into whether a proposed variation in plan detail would be required to repeat the original rezoning process.

Staff have proposed additional guidance for minor change decisions and the elimination of waiting periods where amendments may be requested, the latter of which was rarely used. Revocation language is proposed for removal, which was historically consistent with that for special use permits (quasi-judicial decisions), but not as relevant in legislative decisions. New language is provided indicating the same two (2) year duration to obtain permits for development within the CD but would not “expire” unless a subsequent rezoning was initiated by staff.

Lastly, section 21-11 currently include general reference to a development agreement in a list of protected rights secured establishing protection from subsequent ordinance amendments. Subsection (d) of 21-11 would recognize a fourth category in this section that may extend the vesting period for certain projects. Although the Board of Commissioners could currently enter into a Development Agreement, which extend a development's vesting period beyond that currently noted in 21-11 without this language, this section is intended to recognize this option for additional clarity.

PLANNING STAFF REQUEST

Planning staff is requesting an amendment to the Zoning Ordinance regarding conditional districts specifically noted in sections 21-62 through 63 and reference to a development agreement with supporting North Carolina General Statute reference in section 21-11.

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

Chapter 21: ZONING ORDINANCE

Article I. In General

Sec. 21-1. Title.

Sec. 21-2. Purpose.

Sec. 21-3. Authority.

Sec. 21-4. Definitions.

Sec. 21-5. Jurisdiction.

Sec. 21-6. Bona fide farms exempt.

Sec. 21-7. Severability.

Sec. 21-8. Abrogation.

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

Sec. 21-10. Relationship to other ordinances.

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

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

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

(a) *Permit choice.*

(b) *Vested rights.*

(c) *Site-specific vesting plans.*

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

Sec. 21-61. Conditional districts.

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

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

(b) *Applications.* Applications for conditional districts shall be on forms provided by the county planning and development department. Only property owners or their authorized agents shall apply for rezoning to an appropriate conditional district (amended 6-19-00). ~~In addition to the general information required in section 21-52 and other applicable sections of this chapter, the petitioner may propose additional limitations or restrictions to ensure compatibility between the development and the surrounding area.~~ **The applicant may propose additional limitations or**

restrictions that address: compatibility between the development and surrounding area; anticipated impacts; land use plan objectives; or other concerns. Supporting documentation must clearly identify proposed restrictions or conditions that exceed general district standards and govern future development within the district. Only uses listed in section 21-113 as permitted by right or as a CD may ~~and as a CD~~ be considered within a conditional district.

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

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

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

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

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

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

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

(a) *Conditions attached to approval.* Approval of a conditional district and the attached conditions are binding on the property as an amendment to the zoning maps. All subsequent development and use of the property shall be in accordance with the

standards for the approved conditional district, the approved rezoning request, and all conditions attached to the **certificate of approval**. **In accordance with Sec. 21-11(c), an approved conditional district secures a vested right to undertake a project for two (2) years unless a longer duration is requested by the applicant and approved by the Board of Commissioners.**

- (b) *Uses allowed.* Only uses and **structures development** indicated **on within** the approved **site plan conditional district** shall be allowed on the subject property. All uses and structures in a conditional district shall also comply with all standards and requirements for development in the underlying zoning district.
- (c) *Effect on zoning maps.* Following approval of the rezoning request for a conditional district, the subject property shall be identified on the zoning map by the appropriate district designation as listed in section 21-61 (a). All parallel conditional use districts approved prior to September 6, 2016 shall hereby be replaced by a comparable conditional district. For example, a pre-existing CBI-CUD designation will be changed to a CBI-CD designation. Associated applications, site plans, conditions, and limitations placed on the conditional use district are incorporated without change into the standards and conditions for the new conditional district. Changes to a pre-existing conditional use district are subject to the conditional district process identified in subsection (d). Nothing in the section shall be interpreted to invalidate a pre-existing conditional use district.
- (d) *Alterations to approval.* Alterations to an approved plan for a conditional district shall be as provided in this subsection.
 - (1) Except as provided in subsection (2) below, changes to the approved conditional district and maps shall be treated as amendments to this chapter and the zoning maps.
 - (2) Minor changes.
 - a. The county recognizes slight deviations in **site-specific development proposals plans** may arise **from circumstances that could not reasonably be anticipated during the rezoning, warranting which may warrant** changes to the plans and therefore offers a provision for administrative approval of a minor change. The applicant may submit a written request to the planning director that includes supporting documentation (e.g. federal / state permits, survey / engineering information, **water or sewer permit, soil suitability**) substantiating the need for the minor change. After reviewing the record of proceedings, the planning director may consider minor changes that are substantially similar to that approved by the Board of Commissioners **except in instances where reliance was made on an adopted development condition identified on the certificate of approval. Additionally, each request must comply with all of subject to** the following criteria **used as a guide in evaluating and approving a minor change request:**
 - 1. Relocation of **an** operational area improvement(s) that **do does** not project into the **required adopted conditional district setback for that respective improvement;**
 - 2. **Reduced setback of no more than ten (10) percent for the operational area improvement depicted on the approved plan, provided**

compliance with the corresponding general district setback;

- 3. Increase in total gross floor area(s) by no more than ten (10) percent of the floor area(s) depicted on the approved plan, provided the size comply with the corresponding general and / or overlay district allowance;**
 - 4. Change in driveway location along the same road provided the location complies with NCDOT standards;**
 - 5. Structural alterations that do not significantly effect the basic style, ornamentation, and / or character of the building; ~~or~~**
 - 6. Change in detail which does not affect the basic relationship of the use to the required standards of the applicable ordinances or condition(s) of approval; **or****
 - 7. Any change that impose a standard greater than the conditional district.**
- b. Regardless of Sec. 21-62(d)(2)(a)(~~1-3~~), the planning director may ~~forward the requested change to the Board of Commissioners for consideration~~ **require the applicant to submit a new application** in the same procedure as required for the original issuance of the conditional district as per Sec. 21-61(b). ~~All~~ **Additionally, all** other changes shall be reviewed ~~by the Board of Commissioners~~ as per Sec. 21-61(b). Modifications requesting reduction of the minimum standards within the zoning ordinance shall be treated as a variance request and not considered herein.
- ~~c. Requests for a minor change may be submitted to the planning director at any time, although proposals to change or amend any approved conditional district shall not be considered by the Board of Commissioners within one (1) year after date of original authorization of such permit or within one (1) year after hearing of any previous proposal to amend or change the district unless deemed appropriate by the planning director. Applicants of amendment proposals to the Board of Commissioners within the one (1) year period denied by the planning director may request referral to the Board. Failure of the Board of Commissioners to schedule a legislative hearing regarding an amendment shall constitute denial of the request and conditions of the original district shall remain in effect.~~
- ~~d. The Board of Commissioners may consider revocation of an approved conditional district through the same procedure as the original permit. Following the hearing, the Board of Commissioners may elect to revoke the district if it is factually determined that one or more instances listed below have occurred:~~
- ~~(1) Substantial departure from the approved application, plans, or specifications;~~
 - ~~(2) Refusal or failure to comply with the requirements of any applicable local development regulation;~~
 - ~~(3) False statements or misrepresentations made in securing the approval;~~
- ~~or~~

~~(4) Mistakenly issued in violation of an applicable State or local law.~~

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

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

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

PROCEDURES

The Board of Commissioners must develop a statement of consistency regarding the proposed zoning ordinance amendment describing whether its action is consistent with any adopted comprehensive plans [sec. 21-362 (j)]. See below Planning Board recommended statement.

PUBLIC NOTICE

Required notice was published in the *Salisbury Post* on April 7th and 14th.

MARCH 28th PLANNING BOARD MEETING

No one provided public comment at the courtesy hearing. The Planning Board voted unanimously (8-0) to recommend approval of the request, with two (2) minor wording changes incorporated herein, based on the following statement of consistency:

“ZTA 02-22 is reasonable, appropriate, and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plans. Furthermore, the adoption of ZTA 02-22 is deemed an amendment to the East and West Area Land Use Plans based on the following:

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

STAFF COMMENTS

As noted in the background information, this text may serve to expedite the review of certain minor changes to sites and provide applicants additional flexibility with CD submittals.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Caleb Sinclair, Director, Environmental Management
DATE: April 1, 2022
SUBJECT: Litter Report

ATTACHMENTS:

Description

Litter Report

Upload Date

4/1/2022

Type

Cover Memo

Rowan County Litter Mitigation Updates March 2022

During the month of March, 2022, Rowan County's self-funded litter mitigation program removed 18,990 lbs. of roadside litter and debris along with 47 discarded tires.

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

Rowan County will continue to mitigate the illegal dumping of solid waste and litter through collaborative efforts across agencies, public awareness campaigns, litter clean up events, education and outreach.



Respectfully Submitted,

Caleb Sinclair, Director
Rowan County Government
Department of Environmental Management



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: April 4, 2022
SUBJECT: Financial Reports

Please see attached financial graphs.

ATTACHMENTS:

Description

Financial Graphs

Upload Date

4/8/2022

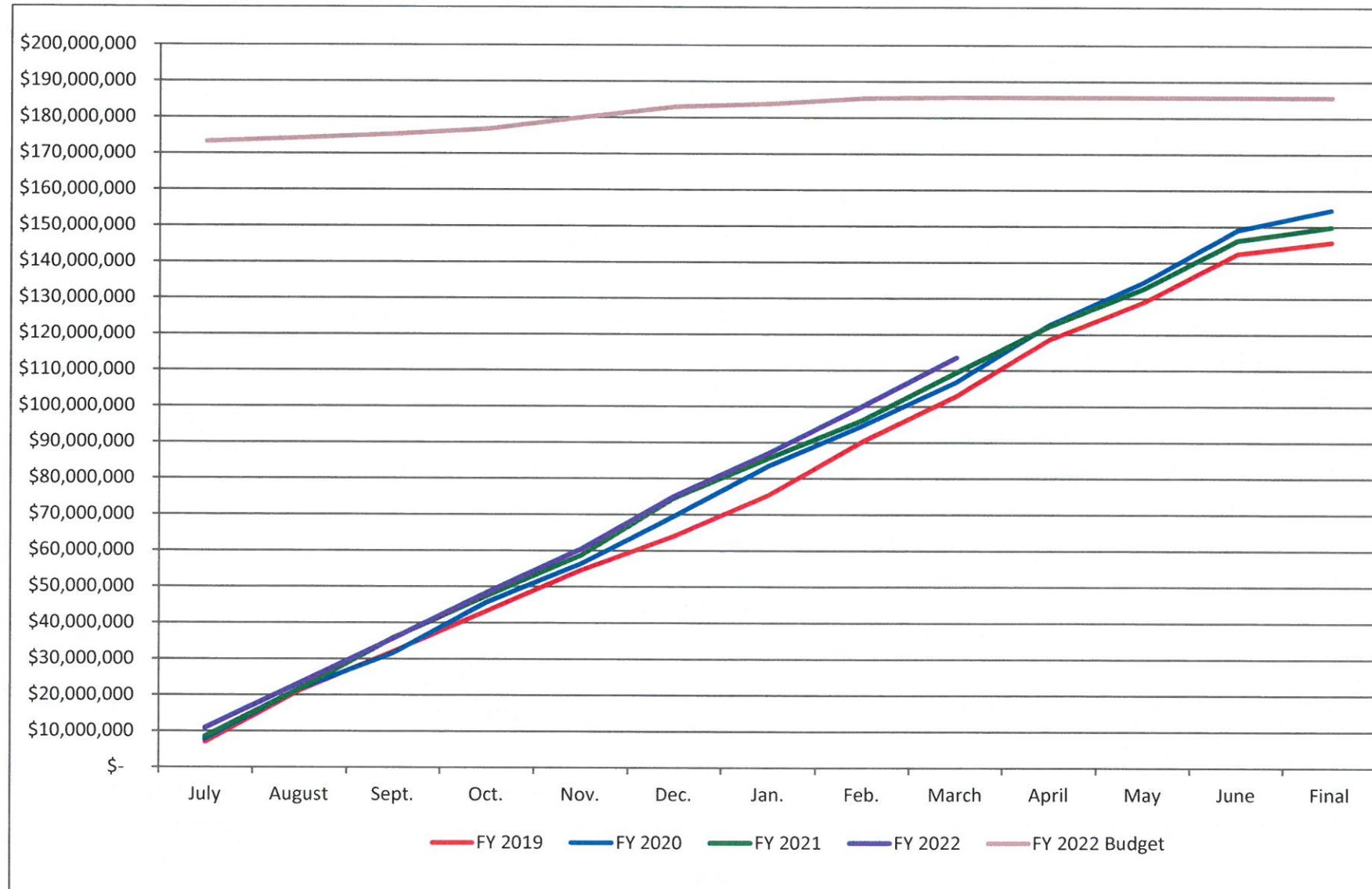
Type

Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

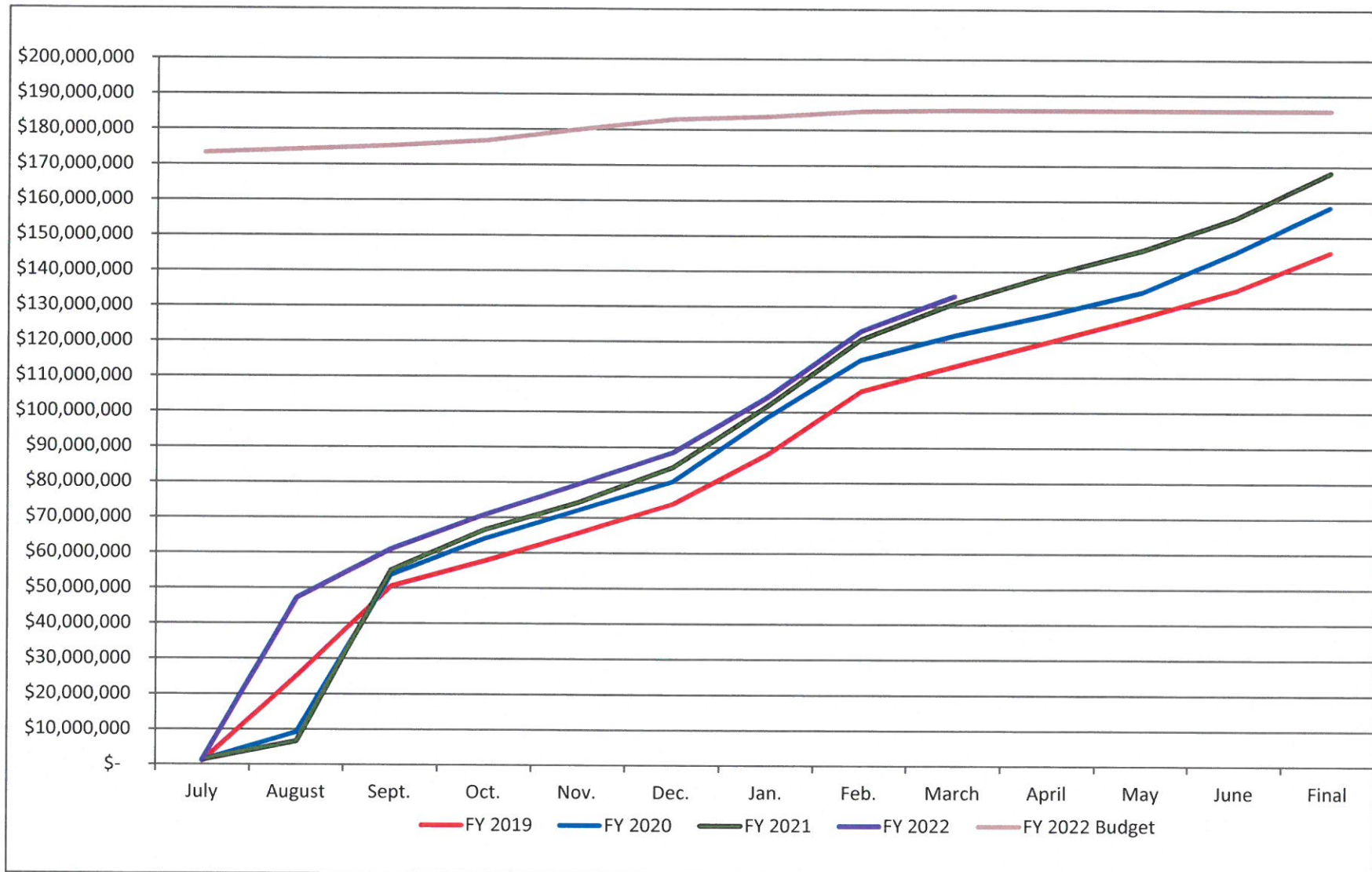
March		
2022	\$	113,573,563
2021	\$	109,426,754
2020	\$	106,721,006
2019	\$	102,893,757



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE REVENUE COMPARISONS

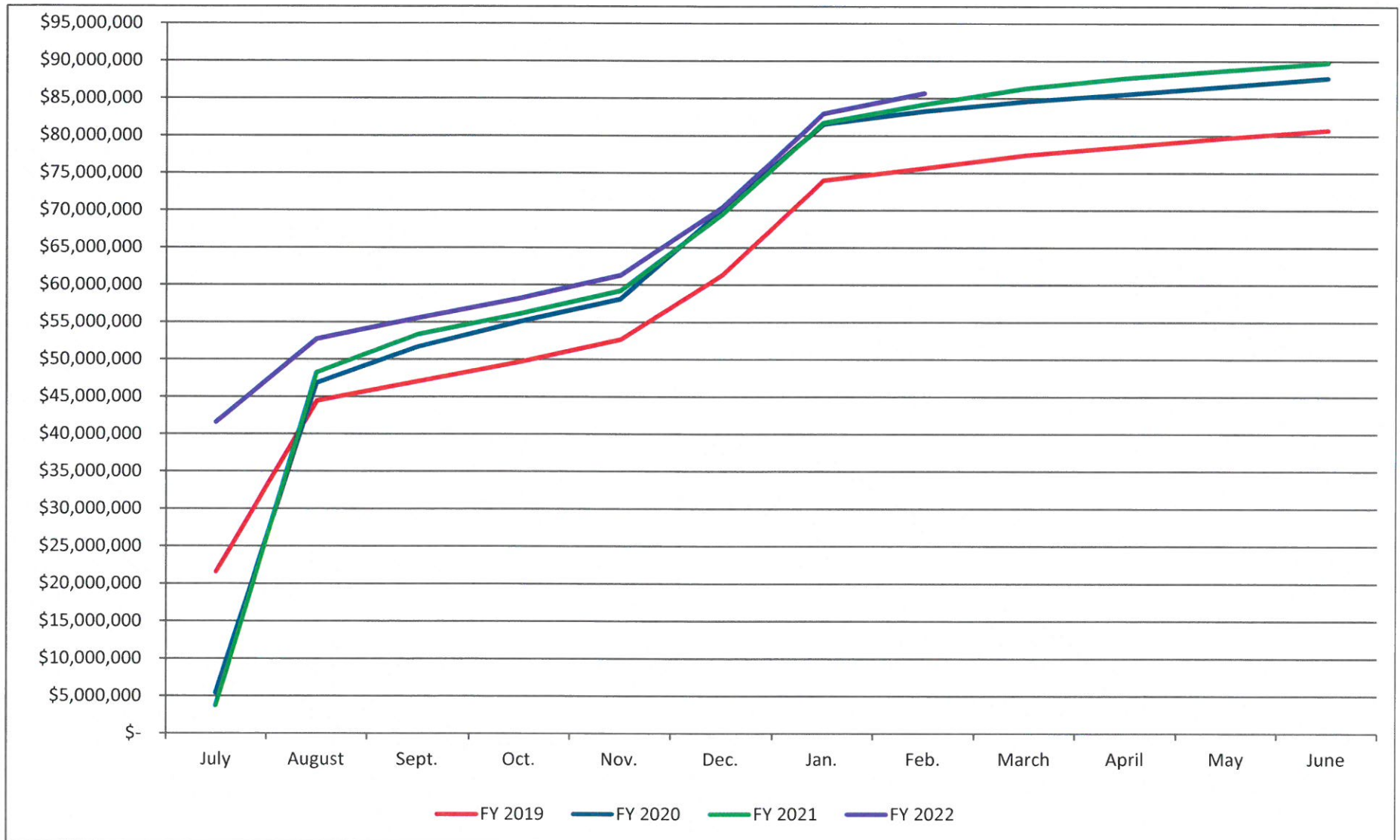
	March
2022	\$ 133,004,549
2021	\$ 131,005,904
2020	\$ 121,878,760
2019	\$ 113,166,173



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2019 - 2022

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

February		
2022	\$	85,681,442
2021	\$	84,160,195
2020	\$	83,265,803
2021	\$	75,652,057



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE SALES TAX COMPARISONS

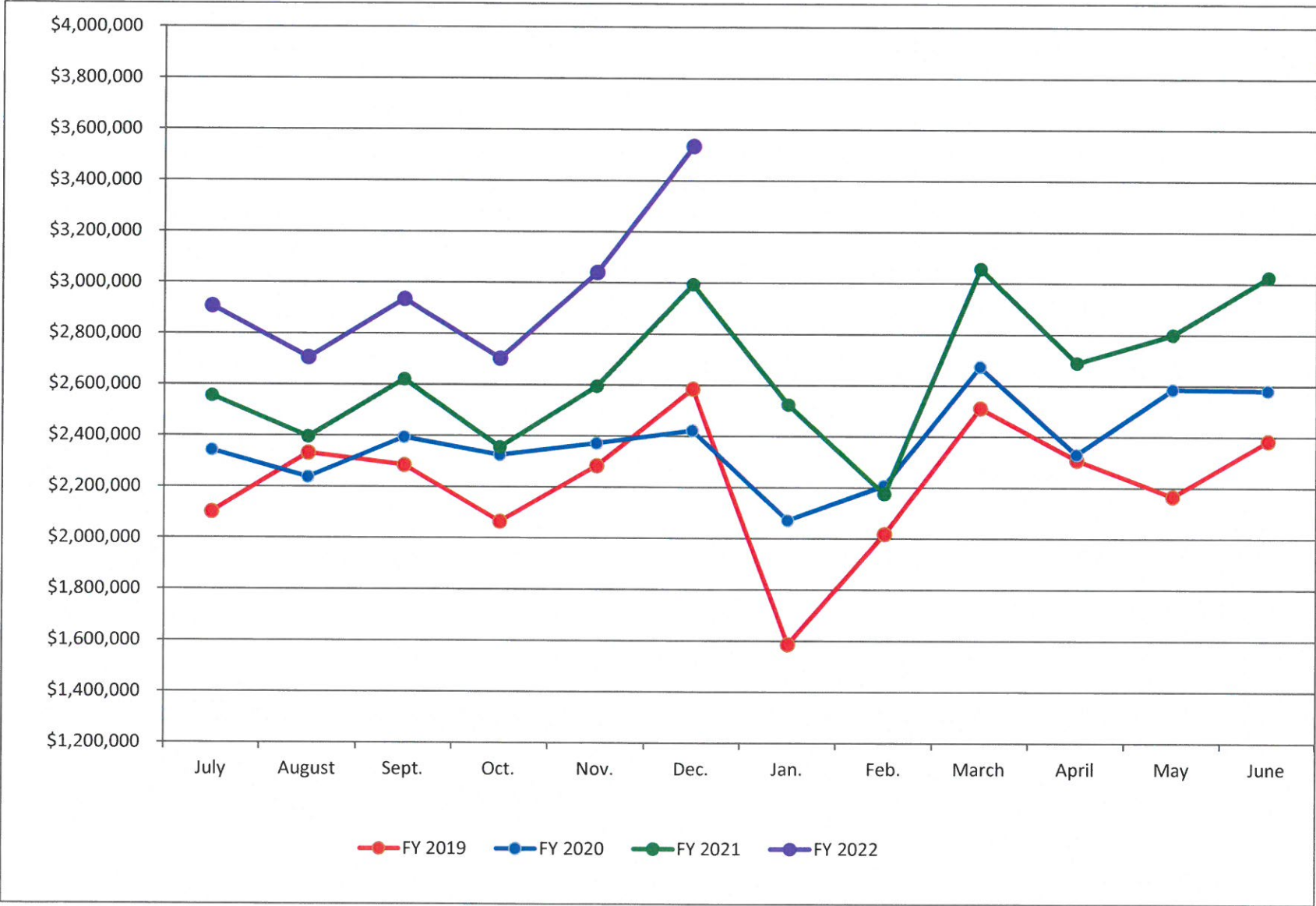
	December
2022	\$ 17,823,862
2021	\$ 15,512,757
2020	\$ 14,088,022
2019	\$ 13,645,515



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

MONTHLY SALES TAX COMPARISONS

December	
2022	\$ 3,534,929
2021	\$ 2,993,691
2020	\$ 2,421,355
2019	\$ 2,584,579



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: April 8, 2022
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

4/8/2022

Type

Budget Amendment

DEPARTMENTAL REQUEST FOR BUDGET ACTION

To transfer funds to cover Precinct Workers and Part Time Salaries through the end of the fiscal year.


Jim Hovenden (Apr 4, 2022 12:16 EDT)

JMH

Sifford, John

From: Sifford, John
Sent: Monday, March 28, 2022 12:51 PM
To: 'Bevis, Lisa F'
Subject: RE: Question on Insurance Settlement Money

Thanks Lisa!

From: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Sent: Monday, March 28, 2022 12:40 PM
To: Sifford, John <John.Sifford@rowancountync.gov>
Subject: RE: Question on Insurance Settlement Money

Yes please prepare a BA acknowledging the revenue and then your corresponding Fed Asset Forfeiture expense account.

From: Sifford, John
Sent: Monday, March 28, 2022 12:28 PM
To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: Question on Insurance Settlement Money

Lisa,

I know we got the insurance money for the wrecked Altima that had been assigned to Chief Deputy David Ramsey, and it looks like those funds were placed into revenue account #11444162-489030 (Insurance Settlements). I just wanted to confirm that I need to do a Budget Amendment to move these funds from the revenue account to the proper expense account to allow for the purchase of a replacement vehicle? I think the proper expense account would be #11544162-575005 C/A: Asset Forfeiture?

Just advise when you have a minute.

Thanks,

John

Major John C. Sifford
Rowan County Sheriff's Office
Administrative and Support Services
232 N. Main St.
Salisbury, NC 28144
(704)-216-8668
john.sifford@rowancountync.gov

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

ROWAN COUNTY
SHERIFF'S OFFICE - RESERVES
For Fiscal Year Ended June 30, 2021

Assets of Reserve	Beginning Balance	Revenue Acct Number	Add: YTD Revenues	Expense Acct Number	Less: YTD Expenses	Ending Balance	Original Budget FY 2022	Remainder BA #1 to Budget
Sale of Thompson Machine Gun	\$ 65.42	1144410-492030-44101	\$ -	1154410-561095/576900-44101	\$ (65.00)	0.42	-	0.42
Calendar Contributions	1,792.91	1144410-442002	4,800.00	1154410-582015	(3,522.60)	3,070.31	6,000	3,070.31
GREAT	3,612.77	1144410-442004	-	1154410-582017	(2,634.32)	978.45	4,000	978.45
Public Safety Donations	5,386.20	1144410-464002	20,620.00	1154410-582009	(196.94)	25,809.26	1,000	24,809
Public Safety Donations	1,812.62	11444106-464002 Shop w/ Cop	2,170.00	1154410-583089	(1,527.96)	2,454.66	-	2,455 (0.34)
Explorer Program	364.80	11444106-464003	-	1154410-583032	-	364.80	-	365 (0.20)
Alcoa Grant	23,562.34	1144412-442007	15,000.00	1154412's	(11,266.48)	27,295.86	19,700	7,596 (0.14)
Total Other Contributions	36,597.06		42,590.00		(19,213.30)	59,973.76	30,700	35,225 4,048.76
State Asset Forfeiture	106,425.92	11444165-435033	83,525.78	1154416-534030	(13,600.27)		2,000	30,000
				1154416-553005	(6,361.07)		5,000	4,000
				11544165-558065	(4,422.12)		4,500	6,000
				11544165-559050	(2,400.00)		4,500	6,000
				1154416-561910	(15,382.99)		8,000	15,616
				11544165-561098	(1,022.22)		5,000	6,000
				11544165-575085	(8,709.00)		-	10,000
				11544165-576005	(4,721.29)		-	6,000
				11544165-582019	(1,705.81)	131,626.93	6,000	13,000
							35,000	96,616 10.93
Federal Asset Forfeiture (includes interest revenue)	108,153.36	11444162-432003	4,656.07	1154416-543020	(125.00)		2,500	5,000
Sale of Property	-	1144416-461000	1,640.49	11544162-558026	-		-	3,000
Insurance Proceeds (showed as revenue in 2018 but not as an expense to use)	-	1144416-492030	-	11544162-559026	-		-	3,000
		11444162-489030	1,343.55	11544162-561095	(12,627.13)		2,500	18,000
				11544162-561099	-		-	8,000
				11544162-575005	-		-	7,000
				11544162-576006	-		-	15,000
				11544162-582013	(4,493.25)		2,500	10,693
				11544162-582018	-	38,548.09	-	20,000
Total Asset Forfeiture Funct	214,579.28		91,165.89		(75,570.15)	230,175.02	42,500	186,309 1,366.02
Justice Assistance Grant	-	1144417-431018	-	1154417-575000/576900	-	-	-	-
Katrina Funds	20,385.90		-	1154419-582024	-	20,385.90	-	20,386 (0.10)
SCAAP	32,003.75	1144419-431021	-	1154419-	(16,687.06)	15,316.69	-	15,317 (0.31)
Total Other Grants	52,389.65		-		(16,687.06)	35,702.59	-	35,703 (0.41)
Total	\$ 303,565.99		\$ 133,755.89		\$ (111,470.51)	\$ 325,851.37		

JAG is a reimbursement grant.
SCAAP \$ received before expenditures. Carry forward is appropriate.

\$ 227,903.28 Excluding Federal Asset Forfeitures

Federal Asset Forfeiture Interest Calculation

	Justice	Treasury
Beginning Balance w/ interest	53,840.44	54,312.92
Am't received	2,363.45	3,636.17
Am't spent	(12,753.13)	(4,493.25)
Ending Balance	43,450.76	53,455.84
Avg 6/30/21 Int Interest	48,646.10	53,884.38
	1.60%	1.60%
	778.34	862.15
Ending Balance w/ interest	44,230.10	54,317.99

Bevis, Lisa F

From: Sifford, John
Sent: Thursday, March 31, 2022 4:04 PM
To: Bevis, Lisa F
Cc: Auten, Kevin
Subject: Request to budget Reserve Calendar funds left available as of 6-30-2021
Attachments: FY -21 Reserves as of June 30, 2021.pdf

Lisa,

I hope that this message finds you doing well!!

Please see the attached copy of the Rowan County Sheriff's Office Reserves prepared by you for fiscal year that ended on June 30, 2021. I have highlighted the calendar expense account that is near the top right of the page. It is account ##1154410-582015, and there was an amount of \$3,070.31 that was designated as "Remainder to Budget". At present, this expense account only has \$23.55 left in it, so Sheriff Auten requested that I ask for the Remainder amount of \$3,070.31 be budgeted back into the Calendar Expense account.

Please advise if you need further from the Sheriff or I on this request. Thanks for all of the assistance you provide to us!!

Sincerely,

John

Major John C. Sifford
Rowan County Sheriff's Office
Administrative and Support Services
232 N. Main St.
Salisbury, NC 28144
(704)-216-8668
john.sifford@rowancountync.gov

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]



Rowan County G/L ACCOUNT - MASTER INQUIRY

Org code: 1154810 TOURISM DEVELOPMENT AUTHORITY
Object code: 583044 OCCUPANCY TAX REMITTANCE
Project code:

Type: E
Status: A
Budgetary: Y

Fund 1010 GENERAL FUND
Function 48 ECONOMIC DEVELOPMENT
Sub Function 4840 TOURISM AUTHORITY
Department 4810 TOURISM DEVELOPMENT AUTHORITY
Division 0000 NON DIVISION
Program 0000 NON PROGRAM
Activity 000 NON ACTIVITY
Type 5 EXPENDITURES

Full description: OCCUPANCY TAX REMITTANCE
Reference Acct:

Short desc: OCC TAX RE
Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	891,000.00
02	.00	.00	.00	.00
03	104,459.64	.00	.00	.00
04	97,778.94	.00	.00	.00
05	99,784.12	.00	.00	.00
06	114,171.30	.00	.00	.00
07	101,413.78	.00	.00	.00
08	94,915.98	.00	.00	.00
09	95,949.61	.00	.00	.00
10	93,585.30	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	802,058.67	.00	.00	891,000.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	802,058.67	Original Budget	891,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	
Total	802,058.67	Carry Fwd Budget	
Available Budget	88,941.33	Carry Fwd Bud Tfr	
Percent Used	90.02	Revised Budget	
Inceptn to SOY	.00	Inceptn Orig Bud	
		Inceptn Revsd Bud	802,058.67
Encumb-Last Yr	.00	DEPARTMENT	8.00
Actual-Last Yr	.00	MANAGER	100,257.250
Estim-Actual	891,000.00	PRESENT	*
	.00	COMMISSION	100,257.250
		APPROVED	*
			12.00
			*
			1,203,087.000
			+
			891,000.000
			-
			002
			312,087.000
			*

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

Howden, James M

From: Steele, Valerie S
Sent: Thursday, March 31, 2022 1:41 PM
To: Howden, James M; Bevis, Lisa F
Subject: FW: BAF for Hangar

Good Afternoon,

A BA will be needed for the purchase of the large fan for the hangar that Food Lion is in final negotiations to lease.

Total Contract value not to exceed \$20,891.75

The BOC approved for me to forward with the purchase during a closed session, so I have provided Anna the Contract and thought the BA could be done simultaneously.

-Valerie

From: Bumgarner, Anna R
Sent: Thursday, March 31, 2022 1:35 PM
To: Steele, Valerie S <Valerie.Steele@rowancountync.gov>
Subject: RE: BAF for Hangar

I will have this ready to be approved on April 18. If you can work with Finance to create the BA. If the BA need BOC approval then send me a copy and I will have it added to the agenda item so they are approved together.

Anna

From: Steele, Valerie S
Sent: Thursday, March 31, 2022 8:18 AM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Subject: BAF for Hangar

Good Morning Anna,

I have one of the contracts ready to go to the BOC approval. It would be great if it could be on the next agenda?

The fan is part of a lease agreement they have been working on with Food Lion. The BOC approved for me to forward with the purchase during a closed session, so they won't be surprised to see the contract come through.

This one will require a BA from the general fund to an airport expense account, possibly to C/A-OTHER IMPROV 6354550-574000- ? Do you want to loop in finance or would you like me to do that?

Attached:

Quote
Sole Source Agenda Cover Memo (updated)
Contract w/provider signature

I have received a COI but the additional insured column was not marked so I am waiting for a corrected version now.

Let me know if I missed something or you need anything else. =)

Thanks,
Valerie