



ROWAN COUNTY COMMISSION AGENDA

May 16, 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 May 2, 2022 Minutes

1 Consider Approval of Consent Agenda

- A. Kania Law Firm, P.A. Contract Amendment
- B. Schedule Public Hearing: ZTA 01-22
- C. Allow Contract Negotiation for Inmate Communications System

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

2 Public Comment Period

3 Public Hearing for Z 01-22

4 Public Hearing for Z 04-22: Red Rock Development LLC.

5 Update From Vaya Health

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: May 9, 2022
SUBJECT: Consider Approval of May 2, 2022 Minutes

ATTACHMENTS:

Description

May 2, 2022 Minutes

Upload Date

5/10/2022

Type

Cover Memo

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



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

Rowan County Board of Commissioners

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

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

May 2, 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

- Chairman Edds moved to add a Proclamation to Recognize National Economic Development Week in Rowan County (EDC) as agenda item #2F.
- Commissioner Greene moved to add a Closed Session for approval of the minutes of the Closed Session held on April 4, 2022 and for attorney-client privileged communication.

Upon being put to a vote, approval of the additions passed unanimously.

CONSIDER DELETIONS FROM THE AGENDA

Chairman Edds requested the deletion of agenda item #4.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Greene moved, Commissioner Klusman seconded and the vote to approve the minutes of the April 18, 2022 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Cooperative Extension/ Robertson Foundation Grants
- B. Corporate Hangar Lease for Retail Business Solutions
- C. Approval of a Sole-Source Purchase of Fan from Big A** Fans
- D. Request to Award Sidearm to Retiring Master Deputy Scott Hylton

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

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

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

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

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

2. SPECIAL RECOGNITION

A. PROCLAMATION FOR LAW ENFORCEMENT WEEK

Commissioner Caskey moved approval of the Proclamation for Law Enforcement Week, which he read as follows:

WHEREAS, in 1962, President John F. Kennedy signed a Presidential Proclamation that set aside May 15th as National Peace Officers' Memorial Day and the week of May 10-16 as National Police Week; and

WHEREAS, the members of all the law enforcements agencies in Rowan County play an essential role in safeguarding the rights and freedoms of all our citizens; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agencies; and

WHEREAS, members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, law enforcement officers, past and present, have faithfully and loyally rendered a dedicated service to this County and have established for themselves an enviable and enduring reputation to preserving the rights and security of all citizens.

THEREFORE, BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby proclaim May 15-21, 2022 as LAW ENFORCEMENT WEEK.

NOW, THEREFORE BE IT FURTHER PROCLAIMED that the Rowan County Board of Commissioners calls upon all citizens of Rowan County to observe May 19, 2022 as PEACE OFFICERS' MEMORIAL DAY in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, or, have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

The motion to approve the Proclamation was seconded by Commissioner Greene and carried unanimously.

The Board called Chief David Ramsay with the Rowan County Sheriff's Department forward for a photograph and presentation of the Proclamation.

B. PROCLAMATION TO ESTABLISH MAY AS SHIELD-A-BADGE WITH PRAYER AWARENESS MONTH

Commissioner Caskey read the Proclamation to Establish Shield-A-Badge With Prayer Awareness Month, which he moved approval of as follows:

WHEREAS, the Shield-A-Badge With Prayer Program works to affirm the commitment of Rowan County Law Enforcement Officers and encourages citizen awareness and appreciation for these officers; and

WHEREAS, the program invites citizens to commit to pray for an officer every day for one year and to send birthday cards and notes of thanks to these officers; and

WHEREAS, through the generosity of individuals, businesses and churches that have donated services and fundraisers, 10,500 Bibles, 4,000 Shield-A-Badge Bible Promise Books and 11,000 New Testaments have been purchased to be given away; and

WHEREAS, the Shield-A-Badge With Prayer program began in 1995 in Rowan County, by Chaplain Michael Taylor and has begun to expand statewide, reaching out to other counties, municipalities, colleges, hospitals, correctional facilities, 911 communicators, probations officers, animal control officers, state highway patrol troopers, fire departments, Clerk of Court employees, magistrates, judges, District Attorney's Office, County Commissioners, sheriffs, and attorneys; and

WHEREAS, through the dedication and travels of Chaplain Taylor, counties from across the state are receiving encouragement and training for chaplains.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby establish the month of May as Shield-A-Badge With Prayer Awareness Month.

The motion to approve the Proclamation was seconded by Commissioner Pierce and passed unanimously.

Rowan County Sheriff's Chaplain Michael Taylor came forward to receive the Proclamation and have a photograph taken with the Commissioners. A round of applause followed the recognition.

Chaplain Taylor thanked the Commissioners and citizens for their support of the Program and for their prayers for law enforcement officers. Chaplain Taylor said the Month of May was the time for people to renew their commitment to pray for officers and he reported there were approximately 500 prayer partners participating in the Program.

C. PROCLAMATION HONORING LIVINGSTONE COLLEGE 2022 CIAA SOUTHERN DIVISION GOLF CHAMPIONSHIP TEAM

Before reading the Proclamation, Chairman Edds welcomed Dr. Jimmy Jenkins, President of Livingstone College, along with Dr. Tony Davis to the meeting.

Chairman Edds read the Proclamation Honoring Livingstone College 2022 CIAA Southern Division Golf Championship Team, which he moved approval of as follows:

WHEREAS, Livingstone College's Golf Team, under Head Coach Andre Springs and Assistant Coach Titus Okwong, is hereby recognized and honored for its extraordinary 2022 golf season; and

WHEREAS, this dynamic and talented team of Blue Bears won the 2022 Central Intercollegiate Athletic Association (CIAA) Golf Championship Title with the exceptional efforts of Senior Xavier Proctor, Senior Ronald Otile, Junior Joel Basalaine, Junior Emmanuel Jakisa, Senior Colline Ajidra, Freshman Ibrahim Aliga, Junior Austin Goode, Sophomore Austin Murphy, and Senior William T.J. Gardner; and

WHEREAS, individual and deserving superlatives were also earned by Coach Springs as the 2022 CIAA Coach of the Year, and Xavier Proctor as the 2022 CIAA Golf Player of the Year; and

WHEREAS, the amazing talent and commitment of these young men, along with their coaching staff, is to be admired for their remarkable and victorious season.

NOW, THEREFORE BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby honor the Livingstone College Golf Team and Coaching Staff for their triumphant season and commends them for their display of sportsmanship and leadership as they represented Rowan County.

Chairman Edds expressed appreciation for the leadership of the golf team and he continued by highlighting the team's accomplishments for the season.

President Jenkins and Dr. Davis joined the Board in front of the dais for presentation of the Proclamation and to take a photograph. Dr. Jenkins said he was proud to represent the College as its 12th President and he praised the golf team members for their academic and athletic talents.

Next, Chairman Edds called Coach Andre Springs and Assistant Coach Titus Okwong forward. Coach Springs talked about how he had undergone surgery and how Coach Okwong had taken over the team and guided them to the Championship.

Coach Okwong said it had been an honor to step up and help the team. Coach Okwong then introduced and praised each team member as they came forward to receive the Proclamation.

The golf team and Livingstone Staff posed for photographs with the Commissioners. A round of applause followed the presentation.

The motion to approve the Proclamation was seconded by Commissioner Pierce and passed unanimously.

D. PROCLAMATION FOR MOTORCYCLE SAFETY AND AWARENESS MONTH

Chairman Edds read the Proclamation for Motorcycle Safety and Awareness Month, which he moved approval of as follows:

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of citizens across North Carolina and Rowan County; and

WHEREAS, North Carolina has over 195,000 registered motorcycles; and

WHEREAS, it is important that the citizens of North Carolina be aware of motorcycles on our roadways and recognize the importance of motorcycle safety through motorcycle awareness programs like those promoted by the Concerned Bikers Association (CBA) or programs offered during driver's education classes in area high schools; and

WHEREAS, Motorcycle Safety & Awareness Month is designed to increase public awareness about motorcycles and to encourage their safe and proper use among motorcycle riders and to encourage other motor vehicle operators to be cautious and observe motorcycles, especially during their seasonal return to our streets and highways; and

WHEREAS, the safe operation of a motorcycle is enhanced through a combination of rider training and experience, good judgment, and motorist awareness of motorcycles sharing the roads of Rowan County and North Carolina, the Charlotte CBA, Rowan-Cabarrus CBA, and the Concerned Bikers Association of North Carolina urge motorists in the County of Rowan to "Look Twice and Save a Life" MAY = Motorcycle Awareness & YOU

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby recognize the month of May 2022 as Motorcycle Safety & Awareness Month in Rowan County, North Carolina, and urges all citizens to be cautious and to help create an awareness of motorcyclists who share the road.

The motion for approval of the Proclamation was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds recognized Catherine Terwilliger, Director of Safety Education and Awareness, and the Lead Instructor of the North Carolina Motorcycle Safety Awareness Program, who came forward to receive the Proclamation. After taking a photograph with the Board, Ms. Terwilliger shared information pertaining to the laws in North Carolina, which required students to learn about motorcycle safety and awareness as part of the student drivers educational program.

ADDITION

PROCLAMATION TO RECOGNIZE NATIONAL ECONOMIC DEVELOPMENT WEEK IN ROWAN COUNTY, NORTH CAROLINA FROM MAY 9 THROUGH MAY 13, 2022

At this time, Commissioner Greene moved approval of the Proclamation, which he read as follows:

WHEREAS, the Rowan Economic Development Council is dedicated to promoting and facilitating business retention and strategic business growth in Rowan County; and

WHEREAS, the Rowan Economic Development Council works closely with county and municipal officials, current and prospective business leaders, and education administrators to work towards the overall betterment of Rowan County; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, the International Economic Development Council created the first Economic Development Week in 2016, and this week-long celebration and recognition of the importance of economic development will be recognized across the globe.

NOW THEREFORE BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby recognize the week of May 9 through May 13, 2022, as Economic Development Week, and reminds individuals of the importance of this community celebration which supports expanding career opportunities and making lives better.

The motion to approve the Proclamation was seconded by Commissioner Pierce and passed unanimously.

Rod Crider, Executive Director of the Rowan Economic Development Council (EDC), along with the EDC Staff came forward to receive the Proclamation and to have a photograph taken with the Board.

Chairman Edds expressed appreciation for the EDC Staff and for their success in bringing businesses and jobs to Rowan County.

Mr. Crider mentioned the recent Macy's groundbreaking and presented the Board with a ceremonial shovel from the event. Mr. Crider thanked the Board for the County's support of the EDC. Mr. Crider reported Macy's was the largest project yet for the

County and Macy's would bring 2800 new employees and \$600 million in new capital investment.

E. EMERGENCY MEDICAL SERVICES WEEK

Commissioner Klusman read the Proclamation for Emergency Medical Services Week, which she moved approval of as follows:

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE the Rowan County Board of Commissioners does hereby proclaim the week of May 15-21, 2022, as EMERGENCY MEDICAL SERVICES WEEK with the EMS Strong theme, THIS IS EMS: Caring for Our Communities, and encourages the community to observe this week with appropriate programs, ceremonies, and activities.

The motion was seconded by Commissioner Pierce and passed unanimously.

Staff from the County's EMS team joined the Board in front of the dais to take a photograph and for presentation of the Proclamation.

Commissioner Klusman extended a special thank you to TJ Brown, EMS Division Chief, and all EMS Staff for all their hard work during the COVID-19 Pandemic.

The presentation was followed by a round of applause.

3. PUBLIC COMMENT PERIOD

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

- Connie Byrne, 216 Goldston Street in Kannapolis, expressed appreciation to the Commissioners for their commitment to doing what is best for the County.

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

4. REAL ESTATE PURCHASE CONTRACT FOR ROWAN-SALISBURY SCHOOL SYSTEM

Note: This item was deleted from the agenda at the beginning of the meeting.

5. CONSIDER REQUESTS FOR (GREAT GRANT) BROADBAND EXPANSION FUNDING

Randy Cress, Assistant County Manager and Chief Information Officer, stated there were three (3) different internet service providers (applicants) participating in the meeting. Mr. Cress said the three (3) requests to be heard were in addition to an internet provider the Board had already approved (Yadtel).

Mr. Cress reported the State Broadband Infrastructure Office was the issuing authority for the Grant to be discussed and he expressed hope the Grant would be awarded to one of the applicants. Mr. Cress said each provider would highlight the services they provided, the areas of coverage and the requested amount of American Recovery Plan Act (ARPA) funding the applicant needed to have matched.

The three (3) internet service providers and presenters were as follows:

1. Charter Spectrum - Brian Gregory, Vice President of Government Affairs with Charter Communications, participated in the meeting remotely and requested a partnership with Rowan County in the amount of \$100,000 in ARPA funding.
2. Conterra Networks, Polly Gifford, Business Development Lead, also participated remotely. Ms. Gifford said Conterra Networks sought a partnership with the County for a total ARPA contribution not to exceed \$250,000.
3. OpenBroadband - Nick Steward, Area Manager for Western NC, along with CEO Alan Fitzpatrick were in attendance. Mr. Steward said the Company wished to partner with the County for a total ARPA contribution not to exceed \$538,000.

Each presenter provided a power point and also provided the Board with the opportunity for a question and answer period at the conclusion of the presentation.

Mr. Cress provided a resolution for each of the above companies and asked the Board to consider adopting the resolutions, as presented, that would conditionally allocate up to \$1,987,137 of County ARPA funds to be designated toward the GREAT Grant applicants if awarded by the NCDIT State Broadband Infrastructure Office (SBIO).

While there can be multiple submissions, the SBIO would evaluate and score all submissions from Internet Service Providers and Rowan County would only contribute ARPA funding to the maximum of \$1,987,137 to the awarded Internet Service Provider (ISP).

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve the resolutions as distributed passed unanimously.

The approved resolutions were as follows:

CHARTER COMMUNICATIONS:

WHEREAS, Broadband service is vital to the economic development of Rowan County; and

WHEREAS, The American Rescue Plan Act ("ARPA") provided funding to Rowan County, which can be used to promote broadband services; and

WHEREAS, Rowan County has authorized a total ARPA contribution not to exceed \$100,000 for promotion of broadband services for any and all potential broadband partnerships; and

WHEREAS, Charter Communications is a retail provider of communications services including the provision of broadband services to portions of Rowan County; and

WHEREAS, intends to apply for a grant under the North Carolina Growing Rural Areas Through Access Through Technology Act ("GREAT Act") to provide broadband services to identified unserved areas of Rowan County; and

WHEREAS, Rowan County strongly supports the grant application of Charter Communications; and

WHEREAS, if Charter Communications is selected by the North Carolina Broadband Infrastructure Office to receive State Fiscal Recovery Funds for the Rowan County project, then Rowan County will contribute a portion of its ARPA funds, up to \$100,000, to support the project based on the total amount awarded by the state; and

WHEREAS, the infrastructure to be completed shall be owned and operated by Charter Communications.

NOW THEREFORE BE IT RESOLVED by the Rowan County Board of Commissioners that:

1. Rowan County offers a partnership agreement to Charter Communications for the expressed purpose of supporting Charter Communications' GREAT Act application to construct fiber to the home broadband services for specified unserved areas of Rowan County as agreed upon by the County and Charter Communications.
2. Should the GREAT grant application be successfully awarded to Charter Communications, Rowan County shall contribute their match portion, up to \$100,000, from the County's ARPA funds to the project.
3. The broadband services and infrastructure related thereto shall be owned and operated by Charter Communications.

CONTERRA NETWORKS:

WHEREAS, Broadband service is vital to the economic development of Rowan County; and

WHEREAS, The American Rescue Plan Act ("ARPA") provided funding to Rowan County, which can be used to promote broadband services; and

WHEREAS, Rowan County has authorized a total ARPA contribution not to exceed \$250,000 for promotion of broadband services for any and all potential broadband partnerships; and

WHEREAS, Conterra Networks is a retail provider of communications services including the provision of broadband services to portions of Rowan County; and

WHEREAS, intends to apply for a grant under the North Carolina Growing Rural Areas Through Access Through Technology Act ("GREAT Act") to provide broadband services to identified unserved areas of Rowan County; and

WHEREAS, Rowan County strongly supports the grant application of Conterra Networks; and

WHEREAS, if Conterra Networks is selected by the North Carolina Broadband Infrastructure Office to receive State Fiscal Recovery Funds for the Rowan County project, then Rowan County will contribute a portion of its ARPA funds, up to \$250,000, to support the project based on the total amount awarded by the state; and

WHEREAS, the infrastructure to be completed shall be owned and operated by Conterra Networks.

NOW THEREFORE BE IT RESOLVED by the Rowan County Board of Commissioners that:

1. Rowan County offers a partnership agreement to Conterra Networks for the expressed purpose of supporting Conterra Networks' GREAT Act application to construct fiber to the home broadband services for specified unserved areas of Rowan County as agreed upon by the County and Conterra Networks.
2. Should the GREAT grant application be successfully awarded to Conterra Networks, Rowan County shall contribute their match portion, up to \$250,000, from the County's ARPA funds to the project.
3. The broadband services and infrastructure related thereto shall be owned and operated by Conterra Networks.

OPEN BROADBAND:

WHEREAS, Broadband service is vital to the economic development of Rowan County; and

WHEREAS, The American Rescue Plan Act ("ARPA") provided funding to Rowan County, which can be used to promote broadband services; and

WHEREAS, Rowan County has authorized a total ARPA contribution not to exceed \$538,000 for promotion of broadband services for any and all potential broadband partnerships; and

WHEREAS, OpenBroadband, LLC is a retail provider of communications services including the provision of broadband services to portions of Rowan County; and

WHEREAS, intends to apply for a grant under the North Carolina Growing Rural Areas Through Access Through Technology Act ("GREAT Act") to provide broadband services to identified unserved areas of Rowan County; and

WHEREAS, Rowan County strongly supports the grant application of OpenBroadband, LLC; and

WHEREAS, if OpenBroadband, LLC is selected by the North Carolina Broadband Infrastructure Office to receive State Fiscal Recovery Funds for the Rowan County project, then Rowan County will contribute a portion of its ARPA funds, up to \$538,000, to support the project based on the total amount awarded by the state; and

WHEREAS, the infrastructure to be completed shall be owned and operated by OpenBroadband, LLC.

NOW THEREFORE BE IT RESOLVED by the Rowan County Board of Commissioners that:

1. Rowan County offers a partnership agreement to OpenBroadband, LLC for the expressed purpose of supporting OpenBroadband, LLC' GREAT Act application to construct fiber to the home broadband services for specified unserved areas of Rowan County as agreed upon by the County and OpenBroadband, LLC.
2. Should the GREAT grant application be successfully awarded to OpenBroadband, LLC, Rowan County shall contribute their match portion, up to \$538,000, from the County's ARPA funds to the project.
3. The broadband services and infrastructure related thereto shall be owned and operated by OpenBroadband, LLC.

6. BUDGET AMENDMENTS

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

- Sheriff – Recognize NC Department of Public Safety Grant funds received by the County and budget funds to proper expense account to allow the upgrade of the RCSO Deputies sidearms, holsters and ammo. \$84,270
- Finance – Budget for Cooperative Extension additional revenues and expenditures. \$6,000
- Health Department – Align budget with AA403-1 WIC additional funding. \$10,723
- Health Department – Align budget with awarded funding through the Mayor's Award Grant. \$50,000

- Finance – Budget for FY '22 EMPG Optional funding and ARPA funding awarded to Rowan County EMS. \$67,098
- Finance – In the FY 2022 budget message the County Manager recommended the Board approve an upfront allocation of \$1 million associated with the RCCC bond referendum to offset architecture fees, which will be reimbursed to the County with the Bond referendum. This budget amendment is to set up that budget in the Capital Project Fund. \$1,000,000

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

7. CONSIDER APPROVAL OF BOARD APPOINTMENTS

JUVENILE CRIME PREVENTION COUNCIL (JCPC)

The Board of Commissioners appointed Jeremy Jacobs on March 1, 2021 to complete the remainder of the term for a previous member. The seat is for a member of the General Public. Unfortunately, Mr. Jacobs work schedule has prevented him from attending JCPC meetings since July of 2021. In accordance with the Resolution adopted by the Board of Commissioners, which governs the advisory board process, the Board is asked to officially remove Mr. Jacobs in order to provide interested citizens with an opportunity to serve.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to remove Jeremy Jacobs from the JCPC passed unanimously.

The Board received an application from Henry Ricardo Smith. If approved, Mr. Smith would fill the remainder of Mr. Jacobs term (above), which would expire on June 30, 2022. At that time Mr. Smith would be eligible for reappointment.

Commissioner Pierce moved to appoint Henry Ricardo Smith, followed by a second from Commissioner Klusman. The motion carried unanimously.

ROWAN ECONOMIC DEVELOPMENT COUNCIL

Tony Watlington, Sr. resigned from this Council due to accepting another position out of state.

The Commissioners are asked to officially accept the resignation.

Commissioner Klusman moved to accept the resignation from Tony Watlington, Sr. The motion was seconded by Commissioner Pierce and carried unanimously.

TOWN OF FAITH ZONING – ETJ

Vickie Miller applied for reappointment and if appointed, the term would expire May 31, 2025.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to reappoint Vickie Miller passed unanimously.

ADDITION
CLOSED SESSION

Chairman Edds moved at 4:39 p.m. for the Board enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on April 4, 2022 and in accordance with North Carolina General Statute § 143-318.11(a)(3) for attorney-client privileged communication regarding potential litigation. The motion was seconded by Commissioner Pierce and carried unanimously.

The Board returned to Open Session at 5:10 p.m. on a motion by Commissioner Pierce and second by Commissioner Greene. The motion passed unanimously.

Chairman Edds moved the Board engage Nexson Pruett for planning and development purposes. The motion was seconded by Commissioner Pierce and carried unanimously.

ADDITION

At this time, Chairman Edds stated Commissioner Caskey requested to add an item to the agenda. Chairman Edds asked if there was a second to allow the addition. The motion was seconded by Commissioner Pierce and carried unanimously.

**A PROCLAMATION TO RECOGNIZE NATIONAL CORRECTION OFFICERS WEEK
IN ROWAN COUNTY FROM MAY 1-7, 2022**

Commissioner Caskey moved approval of the Proclamation to Recognize National Correction Officers Week in Rowan County From May 1-7, 2022, which he read as follows:

WHEREAS, correctional officers are trained law enforcement professionals dedicated to maintaining safe correctional facilities and ensuring public safety; and

WHEREAS, correction facilities across the U.S., both civilian and military, public and private, adult and juvenile, are run by highly qualified and experienced individuals with a deep understanding of the challenges within the profession; and

WHEREAS, correctional officers and employees are responsible for the custody, care and rehabilitation of thousands of offenders every year, as well as the maintenance of safe and secure facilities; and

WHEREAS, correctional officers and employees serve admirably in many different capacities, including jail administrators, wardens, chaplains, nurses, supervisors, social workers, teachers, managers and directors; and

WHEREAS, correctional officers and employees teach, train, mentor, counsel and treat thousands of offenders; and

WHEREAS, correctional officers and employees provide offenders with direction, hope and a new focus while assisting with reentry and life outside corrections; and

WHEREAS, correctional officers and employees rise to meet any challenge and serve this honorable profession nobly and admirably.

NOW THEREFORE BE PROCLAIMED that correctional officers and employees deserve the recognition for their service and should be commended by leaders in the profession, and the public and our elected officials for the tremendous job they do and exceptional performance of duties under the most difficult of circumstances.

BE IT FURTHER PROCLAIMED that the Rowan County Board of Commissioners does here by recognize the week of May 1 through May 7, 2022 as National Correction Officers Week.

The motion to approve the Proclamation was seconded by Commissioner Pierce and passed unanimously.

ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 5:14 p.m. The motion was seconded by Commissioner Pierce 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 Tonya Parnell
DATE: 5/2/22
SUBJECT: Kania Law Firm, P.A. Contract Amendment

Rowan County has a current agreement with Kania Law Firm, P.A. dated April 26, 2019. This agreement is for the firm to initiate and complete judicial foreclosures on behalf of Rowan County in accordance with NCGS 105-374 when requested by the County Tax Collector. The amendment is to update the fee schedule.

Attached Kania Amendment and Master Agreement.

The Tax Collector and Purchasing Director request that the Board of Commissioners authorize the County Manager to sign the amendment to the Kania Law Firm, P.A. agreement to update the fee schedule.

ATTACHMENTS:

Description	Upload Date	Type
contract amendment	4/25/2022	Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Tonya Parnell
DEPT: Tax Collections
DATE: 04/21/2022
SUBJECT: Kania Contract Amendment

PURPOSE OF CONTRACT:

Contract amendment:

To revise pricing list from original contact.

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.***

Tonya Parnell

04/21/2022

Signature of Director

DATE

NORTH CAROLINA

ROWAN COUNTY

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective the ____ day of _____, 2022, by and between ROWAN COUNTY, a body politic, hereinafter “Client”, and The Kania Law Firm, P.A., hereinafter “Firm”.

WITNESSETH:

WHEREAS, Client and Firm entered into that certain Agreement for Legal Services effective April 26, 2019 wherein Client hired Firm to perform foreclosure services for Client; and

WHEREAS, the parties have agreed to amend such Agreement, specifically Section 9 regarding the Fee Schedule.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and prior performance and tenure of Firm, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Section 9. Payment of Fees; Reimbursement of Costs**, shall be amended to substitute the attached Exhibit A new Schedule Of Fees.
2. This Agreement constitutes the amended understanding of the parties. It may not be changed or modified orally but only by an Agreement in writing signed by each party.
3. Except as amended herein, it is further specifically understood and agreed that all of the remaining terms, conditions and covenants set forth in the aforesaid Agreement shall remain in full force and effect.

{Signature Page Follows}

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

ROWAN COUNTY, CLIENT
BY:

Its: _____ County Manager

THE KANIA LAW FIRM, FIRM

Richard J. Kania
Richard J. Kania (Apr 20, 2022 12:30 EDT)

By: Richard J. Kania

Managing Partner

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

EXHIBIT A
FEE SCHEDULE



THE KANIA LAW FIRM, P.A.

600-A Centrepark Drive
Asheville, North Carolina 28805
Phone: 828.252.8010
Facsimile: 828.252.8760

FEE SCHEDULE

Listed below are some of the standard attorney's fees charged to clients by The Kania Law Firm for a tax foreclosure action under G.S. §105-374 and other related services up to the holding of the sale (please note that costs of sale, advertising fees, court costs, service fees and filing fees charged by the Court are not included):

• Demand/Pre-Foreclosure Letter:	\$ 75.00
• Demand letter w/o Foreclosure referral:	\$100.00
• Title Search (per tax parcel & chain of title):@	\$450.00
• Title Update	\$ 85.00
• Preparation of Complaint:	\$425.00
• Filing of Complaint w/Summonses	\$250.00
• Service by Publication*	\$150.00
• Motion for Guardian ad Litem*	\$150.00
• Default Judgment for Foreclosure	\$400.00
• Notice of Sale	\$150.00
• Motion and Order to Confirm	\$ 75.00
• Commissioner's Deed	\$125.00
• Final Report	\$150.00
• Forbearance Agreement (w/County approval) *	\$450.00
• Skip traces (for defendants who cannot either be located or are avoiding service)	\$20.00 to \$60.00
• Copies/faxes: No charge	

BANKRUPTCY

• Filing Proof of Claims	\$250.00
• Monitoring status of Bankruptcy Case	\$350.00

MISCELLANEOUS SERVICES

• Hourly rate-Attorney	\$250.00
• Hourly rate-Paralegal	\$110.00

*** When required-not required in all actions

@@@ Excessively Extensive or complicated titles may carry additional charges

**ALL OF THE ABOVE SERVICES ARE PAID BY THE PURCHASER OF THE PROPERTY, OR THE TAXPAYER,
AND ARE NOT PAID BY THE TAXING UNIT UNLESS THE TAXING UNIT TAKES TITLE TO THE PROPERTY**

NORTH CAROLINA

ROWAN COUNTY

AGREEMENT

THIS AGREEMENT, made on ~~December~~ ^{April} 26, 201~~8~~⁹, by The Kania Law Firm, P.A. (Firm), and Rowan County, (Client).

WITNESSETH:

WHEREAS, The Firm has been in operation since 1985, and specializes in default services for lenders, tax assessors and creditors, including foreclosure, collections, forbearance agreements, creditor bankruptcy representation, and deeds-in-lieu, in addition to other specialties including residential and commercial real estate, and real estate litigation; and Whereas, the Client desires to make use of the Firm's knowledge and expertise in the enforcement of its tax liens on real properties located in Rowan County, North Carolina; and Whereas, the Firm is willing to provide such services to the Client, upon the terms and conditions set out in this Agreement.

Therefore, the Firm and Client hereby agree as follows:

1. **Scope of Work.** The Firm shall initiate and complete judicial foreclosures on behalf of Client in accordance with N.C.G.S. §105-374 for files as may be forwarded to Firm by Client. This work may also include the collection of taxes by Client on behalf of municipalities within Rowan County, and the Firm shall give equal priority to and efforts toward the collection of such municipal taxes.

In the event of any appeal from the judgment entered by District or Superior Court to the NC Court of Appeals, the Firm will assist Client in procuring counsel to handle such appeals, as the Firm does not engage in appeals work.

Contested hearings, as well as post-judgment motions, shall be handled by the Firm as part of its contract work, with no additional compensation due to the Firm unless billable time for work on contested hearings or post-judgment motions exceeds 15 hours.

Motions for relief in bankruptcy requested by Client shall be billed on a case-by-case basis on terms acceptable to both parties.

The Firm shall whenever possible and in a manner consistent with the requirements of N.C.G.S. §105-374, join multiple parcels in the same foreclosure action in order to minimize costs incurred by the Client as well as facilitate simultaneous sales of related properties.

2. **Timelines.** For any such files referred to Firm, the Firm shall adhere to the following performance schedules:

a. Demand Letters: The Firm shall send an initial demand letter to the owner as indicated by the Client's tax records within 10 days of referral of the file to the Firm. The cure period specified by the demand letter shall be for a period established by Client.

b. Title Search: The Firm shall conduct a title search on the property and complete the title search within 45 days, unless unusual circumstances with the title are present.

In the event the Firm is unable to complete the title search within 45 days due to special circumstances (such as difficulty of title, or prevalence of numerous estates in the chain of title), the Firm shall notify the Client of the special circumstances and the need for additional time to complete the search.

The Firm shall conduct a minimum 10 year search on all titles, or a full one-link search from the vesting deed into the current owner of record to the present, whichever is longer.

c. Complaint Draft: The Firm shall submit a draft complaint to Client for verification no later than 20 days after completion of the title search.

d. Complaint Filing: The Firm shall file the verified complaint with the Court of appropriate jurisdiction within 10 days of receipt of the verified complaint from Client.

e. Guardian ad Litem: In the event the Firm determines that it will be necessary for the Court to appoint a Guardian ad Litem to represent defendants who are either unknown or legally incompetent, the Firm shall notify the Client of such need before incurring any costs on behalf of the Client.

f. Sales: Upon obtaining an order from the court authorizing foreclosure sale of the property, the Firm shall notify Client that the property is ready for sale within 15 days of entry of the order.

3. **Payments Received from Taxpayers.** The Firm shall direct any taxpayer to remit payments for taxes and fees directly to the Firm. Payments received by the Firm shall be routed as follows:

a. Payments in Full: Payments received by the Firm representing full payment for taxes, collection costs and fees shall immediately be deposited to the Firm's Trust Account. Within 7 days of such funds being cleared for withdrawal by the bank, the Firm shall remit full payment to the Client for all delinquent taxes due.

b. Partial Payments: Any partial payment received by the Firm which is insufficient to pay all delinquent taxes, collection costs and fees due shall immediately be returned to the taxpayer with an explanation that nothing less than payment in full can be accepted by the Firm.

c. **Forbearance Agreements:** The Firm may negotiate Forbearance Agreements with taxpayers on behalf of the Client, unless otherwise prohibited by Client. As referenced in this Agreement, a Forbearance Agreement is a written agreement with the taxpayer or owner that permits the taxpayer to make monthly payments on their tax obligations owing to Rowan County over a period of time (not to exceed 8 months), with any foreclosure action against the taxpayer stayed as long as the taxpayer is current on his payments due under the Forbearance Agreement. Prior to the dismissal of any tax foreclosure action against the taxpayer, the Forbearance Agreement shall stipulate that all delinquent taxes, accrued interest, attorney's fees and costs must be paid in full.

The Client shall not be responsible for paying any associated fees or costs of a Forbearance Agreement.

4. **Monthly Reports.** The Firm shall provide the Client a monthly report, on or around the 1st of every month, which lists all active files referred to the Firm by Client, as well as a progress timeline which indicates to Client the current stage of each of the files.

5. **Points of Contact.** The Firm will notify the Client of the specific Attorney and Paralegal assigned to each referred file.

6. **Professional Liability Insurance.** The Firm shall maintain at all times a professional liability insurance policy which insures all attorneys of the Firm who conduct work on behalf of the Client, with a minimum \$2,000,000.00 coverage per claim and \$2,000,000.00 aggregate coverage. The Firm shall provide the Client a copy of such insurance, at the request of Client.

7. **Conflict of Interest.** The Firm shall conduct a conflicts check for any file referred to the Firm by Client. In the unlikely event a conflict is found, the Firm shall resolve this conflict in a manner that permits continued representation of the Client.

The Firm does occasionally represent residents of Rowan County in matters of real estate closings. In the rare instance where conflicts exist, this would occur due to the simultaneous representation of the taxpayer in a real estate transaction and representation of the Client in a tax collection matter, and in such cases, the Firm will either obtain a waiver from the taxpayer or withdraw from representation of the taxpayer in the real estate matter.

8. **Pre-Foreclosure Research of Defendant Parties.** Prior to the filing of any foreclosure action with the Court, the Firm shall conduct the following research on all defendant parties:

a. **PACER Search:** In the event it is found that a necessary defendant party is in bankruptcy, the Firm shall immediately notify the Client of the bankruptcy and place a file hold on the matter until the bankruptcy stay order has been lifted as to that defendant.

b. SCRA Search: The Firm shall review the records on file with the Department of Defense to insure that no necessary defendant party is currently on active military duty. In the event a necessary defendant party is found to be on active duty, the Firm shall not file the foreclosure complaint with the Court until authorized by the Client.

9. **Payment of Fees; Reimbursement of Costs.** The Firm shall advance all necessary costs including, but not limited to, court filing fees, service fees, motion fees, guardian ad litem fees, legal notice publication fees, advertising fees, and recording fees.

The Firm shall charge the Client legal fees in accordance with the fee schedule attached as EXHIBIT A and incorporated by reference. The Firm shall charge such fees only for work actually performed by the Firm.

The Firm shall not charge the Client any fees in excess of the fees as set out in EXHIBIT A, unless prior written consent from the Client is obtained.

The Fees set out in EXHIBIT A for judgments shall be deemed to include any additional work that may be required in an action due to issues that may be contested by a taxpayer. No additional fees shall be paid by the Client in order to defend against claims asserted by a taxpayer either in District or Superior Court.

The Firm shall be entitled to payment of all costs advanced, and all earned fees, as follows:

- a. Upon completion of the foreclosure sale and recordation of the Commissioner's deed; or
- b. If the matter is stayed due to a Chapter 11, 12 or 13 bankruptcy filing by a defendant prior to completion of the sale, the Client shall include any accrued costs and fees in a Proof of Claim filed with the Bankruptcy Court, and the Firm shall be paid by the Client as funds are received from the Bankruptcy Trustee; or
- c. If the matter is placed on hold by the Client for any other reason prior to completion of the foreclosure sale, the Firm shall be entitled to payment after the file has been on hold more than 6 months.
- d. The Firm may appoint a Commissioner from any licensed attorney with the Firm, in order to conduct the foreclosure sale and, subject to Court approval, the Commissioner may charge a Commissioner's fee not in excess of 5% of the sales price; Provided, that the Client shall not be responsible for the payment of any such commission, and that the Firm shall submit a request for payment of a commission to the Court only upon the sale of the property to a third-party bidder.

In the event the County elects to accept title from a tax foreclosure sale as the winning bidder, no commission shall be charged, and the County shall pay the expenses associated with a Commissioner's sale such as preparation of the Notice of

Sale, the Motion and Order to Confirm, the Commissioner's Deed, and the Final Report in accordance with the fee schedule as shown on EXHIBIT A.

Notwithstanding anything to the contrary in this Agreement, the Firm shall recover all fees and costs incurred in any completed foreclosure action solely from the sales proceeds of the foreclosure sale. In the event the sale is not completed, or Client elects to take title to any foreclosed property in lieu of a sale to a 3rd party bidder, Client shall pay the legal fees and costs in accordance with the fees shown on EXHIBIT A, unless otherwise approved by Client, in advance and in writing.

10. **Representations.** The Firm makes the following representations:

- a. All Attorneys who will work on files referred to the Firm will be members in good standing with the North Carolina State Bar at all times.
- b. The Firm has developed disaster recovery protocols, and has a remote server with remote access capability with backup data secured offsite, in the event of natural or man-made disaster.
- c. The Firm has attorneys who have been admitted to practice before the Western District of North Carolina, permitting bankruptcy representation in that district.
- d. Neither the Firm nor any of its principals has been involved in any bankruptcy filing or proceeding, other than as counsel for a client.

11. **Client Not Obligated to Refer Files.** Nothing herein shall obligate the Client to send the Firm any referrals. The Client shall retain the sole discretion to assign as little or as many files to the Firm that it deems advisable.

12. **Recall of files by Client.** Client may, at any time and at its sole discretion, direct the Firm to immediately cease work on any file for any reason, and at whatever stage of litigation, and the Firm in such cases shall immediately cease work. If directed to do so, the Firm will return any and all documentation concerning the file to Client.

13. **Termination.** This Agreement may be terminated by either party upon 60 days written notice to the other party.

14. **Indemnification.** The Firm will at all times hereafter save harmless and keep indemnified Client, from and against all losses, costs, expenses and damages which may be incurred by or by reason of any action or proceeding which shall or may be brought and instituted by the Firm against a taxpayer, for or in respect of any action filed by the Firm for tax foreclosure pursuant to N.C.G.S. §105-374 et seq., including but not limited to court costs, attorney fees, or any other miscellaneous costs incurred in such a defense; provided, that such losses, costs, expenses and damages incurred by Client are the result of the Firm's failure to follow the requirements set out in N.C.G.S. §105-374 et seq. for prosecution of a tax foreclosure action.

SIGNED:

The Kania Law Firm, P.A.

Rowan County Tax Department


By: Richard J. Kania, Managing Partner

Leslie E. Heidrick

This instrument has been pre-audited in the manner required by the local government Budget Fiscal Control Act.

Attested: Leslie E. Heidrick

Name:

Title: Leslie E. Heidrick, Asst. County Manager/Finance Director

EXHIBIT A



THE KANIA LAW FIRM, P.A.

600-A Centrepark Drive
Asheville, North Carolina 28805
Phone: 828.252.8010
Facsimile: 828.252.8760

FEE SCHEDULE

Listed below are some of the standard attorney's fees charged to clients by The Kania Law Firm for a tax foreclosure action under G.S. §105-374 and other related services up to the holding of the sale (please note that costs of sale, advertising fees, court costs, service fees and filing fees charged by the Court are not included):

- | | |
|---|--------------------|
| • Demand/Pre-Foreclosure Letter: | \$ 65.00 |
| • Demand letter w/o Foreclosure referral: | \$100.00 |
| • Title Search (per tax parcel & chain of title): [@] | \$350.00 |
| • Title Update | \$ 85.00 |
| • Preparation of Complaint: | \$400.00 |
| • Filing of Complaint w/Summonses | \$250.00 |
| • Service by Publication* | \$125.00 |
| • Motion for Guardian ad Litem* | \$150.00 |
| • Default Judgment for Foreclosure | \$350.00 |
| • Notice of Sale | \$150.00 |
| • Motion and Order to Confirm | \$ 75.00 |
| • Commissioner's Deed | \$ 85.00 |
| • Final Report | \$150.00 |
| • Forbearance Agreement (w/County approval) * | \$450.00 |
| • Skip traces
(for defendants who cannot either be located or are
avoiding service) | \$20.00 to \$60.00 |
| • Copies/faxes: No charge | |

BANKRUPTCY

- | | |
|--|----------|
| • Filing Proof of Claims | \$250.00 |
| • Monitoring status of Bankruptcy Case | \$350.00 |

MISCELLANEOUS SERVICES

- | | |
|-------------------------|----------|
| • Hourly rate-Attorney | \$200.00 |
| • Hourly rate-Paralegal | \$100.00 |

* * * When required-not required in all actions

@ @ @ Excessively Extensive or complicated titles may carry additional charges

Workflow Acknowledgment

Purchasing Director

BOC Approval:

Insurance:

Comment:

CIO:

CIO Comment:

County Attorney:

Legal Comment:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: April 28, 2022
SUBJECT: Schedule Public Hearing: ZTA 01-22

REQUEST

ZTA 01-22 is a text amendment application (attached) submitted by Attorney Toby R. Coleman on behalf of Duke Energy Carolinas, LLC. The proposed amendment would establish use of a “utility wireless support structure” for sole use by an electric utility on utility owned land for purposes of monitoring their site (i.e. substation) and communicating with other similar sites and facilities.

The Planning Board unanimously recommended approval of the **ZTA 01-22** text with a modification to allow height extensions beyond the 150' limit be considered subject to the special use permit process.

Staff will provide a presentation summarizing the text amendment request prior to the requested public hearing.

RECOMMENDATION

Schedule Public Hearing for June 6, 2022 Commission meeting.

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	4/28/2022	Cover Memo
ZTA 01-22 Application	4/28/2022	Backup Material



Rowan County Planning and Development Department

402 North Main Street ■ Room 204 ■ Salisbury, N.C. 28144-4341

Phone: 704-216-8588 ■ Fax: 704-216-7986

MEMORANDUM

To: Chairman Edds and Board of Commissioners
From: Ed Muire, Rowan County Planning Director
RE: **ZTA 01-22 Proposed Text Amendment**
Date: April 28, 2022

REQUEST

ZTA 01-22 is a text amendment application (attached) submitted by Attorney Toby R. Coleman on behalf of Duke Energy Carolinas, LLC. The proposed amendment would establish use of a “utility wireless support structure” for sole use by an electric utility on utility owned land for purposes of monitoring their site (i.e. substation) and communicating with other similar sites and facilities.

BACKGROUND

Section 21-277 of the County’s Zoning Ordinance contains exceptions to standards and requirements for minor structures (mailboxes, sing sets, wells, etc.) and utility structures (transformers, pump stations, water towers, etc.). Although utility structures and facilities tend to be exempt from most zoning requirements, this particular use is similar in appearance and function to a cell tower aka *wireless support structure* (term as per statutory and ordinance nomenclature).

In a “one-off” application Staff may be inclined to interpret an unidentified use as subject to the standards of a similar use or category, but when it is likely additional requests for the same will be made, the ordinance should be amended to eliminate ambiguity.

In this case, Duke Energy has proposed to site a one hundred twenty-foot (120’) monopole tower at a power substation location in Rowan County. Although located within the facility compound, all outward appearances will be that of a cell tower, absent the special use permit process. Staff concern is that future towers of this type may not be within the confines of a substation and want or need to be “stand-alones”, which would otherwise be subject to the special use permitting process (as cell towers) without ordinance amendment.

The applicant has consulted Staff and incorporated our suggestions into the proposed **ZTA 01-22** text.

CONTENT

As this proposed amendment focuses on use of a tower structure by Duke Energy, it is likely similar monitoring may be needed by Plantation or Colonial Pipeline in the future. The bold italicized text inserted within **ZTA 01-22** has been suggested by Staff in anticipation of similar utility requests.

The requirements for a utility wireless support structure would be contained in Section 21-56 of the Zoning Ordinance as a Special Requirement (SR). Uses in this section may be approved administratively provided the SR items are satisfied.

A new subsection (g) is proposed to address these uses and is outlined below:

g. Utility Wireless Support Structure. In order to maintain the operation of the electric power grid and *utility pipelines* for the welfare and safety of the public, electric *and public service* utility providers must be able to remotely monitor their key facilities, including electrical substations, *pipelines, etc.* *New* utility wireless support structures may be evaluated in all zoning districts and approved administratively, provided the following SR are met:

1. The utility wireless support structure may only be for use by the electric *or public service* utility provider.
2. Two (2) copies of a site plan prepared by a registered professional engineer or a professional land surveyor as provided in section 21-52 including information in 21-60(4)a.1.i.
3. Documentation substantiating the owner and applicant for the utility wireless support structure is an electric *or public service* utility provider.
4. Fall zone certification from an NC Registered Professional Engineer in compliance with Section 21-60(4) (c).
5. No Hazard to Air Navigation determination from the Federal Aviation Administration (FAA) and No Adverse Effect determination from the NC State Historic Preservation Office (NCSHPO). Both determinations must be dated within twelve (12) months of the utility tower application submittal.
6. The utility wireless support structure *shall* be a monopole not to exceed one hundred fifty (150) feet. *Height extensions up to one hundred ninety-nine (199) feet in the Rural Agricultural (RA), Rural Residential (RR) and Neighborhood Business (NB); and two hundred fifty (250) feet in the Commercial, Business, Industrial (CBI), Industrial (IND) and the 85-ED districts may be considered as a special use subject to the process outlined in Section 21-57 through 21-59 if all other standards in this subsection are met.*
7. *An existing wireless support structure may be used to accommodate the related wireless facilities associated with the electric or public service utility as provided in Section 21-56(6)d. However, use of a utility wireless support structure to accommodate wireless facilities shall be subject to the requirements of Section 21-60(4).*

Changes to Section 21-113 Table of Uses would reflect the SR allowance of these structures in all zoning districts.

P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements S - Special Use CD – Conditional District		Zoning Districts								
		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
<i>Transportation, communications, electric, gas and sanitary services</i>										
48	Communications, <i>all except</i>						P			P
	Transmission tower & Wireless support structures	S	S				S	S		S
	Co-location of wireless facilities	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Eligible facilities request	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Alternative tower structures	SR	SR	SR	SR	SR	SR	SR	SR	SR
	Public safety tower	SR	SR	SR	SR	SR	SR	SR	SR	SR
	<i>Utility Wireless Support Structure</i>	<i>SR</i>	<i>SR</i>	<i>SR</i>	<i>SR</i>	<i>SR</i>	<i>SR</i>	<i>SR</i>	<i>SR</i>	<i>SR</i>
4832	Radio broadcast towers	S								
4833	Television broadcast towers	S								

Staff has proposed a definition for these structures to include in Section 21-4 Definitions.

Utility wireless support structure means a new monopole tower that is designed to support or capable of supporting a proprietary wireless facility used solely by a public service utility.

Establishing the use as an SR also made it subject to the locational standards in Section 21-53 and Staff has proposed to exempt them along with other similar uses via the bold italicized text below:

(2) *Specific criteria for uses listed as SR.* The SR standards required in Section 21-55 do not apply to uses in the residential group from 21-113; Common Sand Mining (SIC 1442); Dead storage of manufactured homes (SIC 42); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, ~~and~~ public safety tower ***and utility wireless support structures*** (SIC 48 (pt)); and uses listed as SR in non-residential districts.

PROCEDURAL REQUIREMENTS

As provided in Section 21-361(c) of the Zoning Ordinance, the Commission may accept the Planning Board's Statement of Consistency or create its own statement as to whether the proposed text amendment is consistent with any adopted plans, official policies or any other matters it deemed relevant in its consideration and developing or accepting a recommendation.

PLANNING BOARD RECOMMENDATION from April 25, 2022 Meeting

ZTA 01-22 is reasonable, appropriate and necessary to meet the needs of public service utilities for the installation of communication equipment to monitor their facilities. As these utility wireless support structures were not deemed an exception or modification provided in Section 21-277 of the Rowan County Zoning Ordinance, the proposed Special Requirements (SR) provide general standards to ensure the use is governed appropriately in all zoning districts.

SMITH, ANDERSON, BLOUNT,
DORSETT, MITCHELL & JERNIGAN, L.L.P.

LAWYERS

OFFICES
Wells Fargo Capitol Center
150 Fayetteville Street, Suite 2300
Raleigh, North Carolina 27601

TOBY R. COLEMAN
DIRECT DIAL: (919) 821-6778
E-Mail: tcoleman@smithlaw.com

March 25, 2022

MAILING ADDRESS
P.O. Box 2611
Raleigh, North Carolina
27602-2611

TELEPHONE: (919) 821-1220
FACSIMILE: (919) 821-6800

VIA FEDEX 704.216.8588

Ed Muire
Planning Director
Rowan County Planning & Development
402 N. Main Street
Suite 204
Salisbury, North Carolina 28144

Re: *Zoning Text Amendment Application—Utility Wireless Support Structures*

Dear Ed:

Enclosed please find Duke Energy Carolinas LLC's application for a Zoning Text Amendment to authorize utility wireless support structures for the sole use of utilities on utility owned-land. Also enclosed is the filing fee of \$300.

Please let me know if you need anything further to initiate the text amendment process.

Sincerely,



Toby R. Coleman

TRC:jr2
Enclosure



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

Case # ZTA
Date Filed 3.28.22
Received By MEM
Amount Paid \$300 CK # 62513
Office Use Only

ZONING TEXT AMENDMENT APPLICATION

APPLICANT INFORMATION

Name: Duke Energy Carolinas LLC

Signature: [Signature] - Renny Howell

Phone: 704-731-4194 Email: Ronald.howell@duke-energy.com

Address: 4720 Piedmont Row Drive
Charlotte, NC 28210

AGENT INFORMATION:

Name: Tobias Coleman

Signature: _____

Phone: 919-821-6778 Email: tcoleman@smithlaw.com

Address: Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP
150 Fayetteville St., Ste. 2300, Raleigh, NC 27601

SECTION(S) 21-56 and 21-113

DESCRIPTION OF REQUESTED CHANGE:

See attached, which will allow electric utility providers to install wireless support structures to remotely monitor their key facilities.

OFFICIAL USE ONLY

1. Signature of Coordinator: [Signature] 2. Planning Board Courtesy
Hearing: / / 3. Planning Board Action: Approved Denied 4. Board of
Commissioners Public Hearing: / / 5. Dates Advertised: 1st / / 2nd / /
6. BOC Action: Approved Denied 7. Date Applicant Notified: / /

structures

Public safety tower SR SR SR SR SR SR SR SR SR

Utility wireless SR SR SR SR SR SR SR SR

support structure

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Sheriff Auten
DATE: 5/16/22
SUBJECT: Allow Contract Negotiation for Inmate Communications System

On March 18, 2022 Rowan County received proposals for Inmate Communications Systems from 6 companies: Encartele, Inc, ICSolutions Advanced Technology, NCIC Inmate Communications, Paytel Inmate Communications Integrity, Securus Technologies (current vendor), and Smart Communications. After review by Purchasing and Sheriff Office staff we would recommend moving forward with Paytel Inmate Communications. Purchasing and the Sheriff will work with Paytel to finalize a contract and will bring it back to the Board of Commissioners for approval.

The new proposal offers a better rate per minute to the inmate for phone calls. It also includes new features to allow for messaging, remote video visitation, entertainment and other tablet features such as Pathways to Faith, Reentry, Library and detention center information).

Attached is the Paytel Response and Score Sheet.

Board of Commissioners to allow the Purchasing Director to negotiate a contract with Paytel Inmate Communications for the Sheriff's Office for the Inmate Communications Systems.

ATTACHMENTS:

Description	Upload Date	Type
Paytel RFP response	5/3/2022	Cover Memo
Score Sheet	5/9/2022	Cover Memo

March 18, 2022

Rowan County
Attention: Anna Bumgarner, Purchasing Director
Suite 31
130 W. Innes Street
Salisbury, North Carolina 28144

RE: RFP 2022-028, Inmate Communication Services

Dear Ms. Bumgarner:

Pay Tel Communications, Inc. is pleased to offer the enclosed proposal for Inmate Communication Services to Rowan County, North Carolina. Based on the information provided in the RFP about the project, Pay Tel is prepared to meet or exceed the County's expectations when it comes to inmate telephone service, communication and tablet services provided to the Rowan County Detention Center. Pay Tel hereby acknowledges receipt of the original RFP and three Addenda issued to date.

Why Pay Tel?

Pay Tel has been in business under the same company name and ownership for thirty five years. Our management and technical team include many long-term employees and each has played an instrumental part in ensuring the company's success to date. In an industry that is in a constant state of turmoil due to mergers and acquisitions, and the recent entry of new inexperienced players, the stability found at Pay Tel is rare. We are pleased to offer Rowan County a proven commitment to consistency, integrity and service.

What makes Pay Tel different? At the most fundamental level, Pay Tel is a private, family-owned business built on our beliefs and confirmed in our Mission, Vision and Core Values. We do not answer to the demands of private equity firms/investment bankers who are driven solely by profits. Rather, we respond to a higher calling – to deliver products and services with integrity and compassion.

At Pay Tel, we understand that we serve two distinct customers: the Facility, who represents the community's needs, and secondly, the inmates and their friends and family – those who pay for the services we provide. For over three decades, we have served the citizens in our client counties with a commitment to treat the inmates and their families ethically by charging low, fair rates and fees and delivering respectful, courteous service. Our enclosed cost proposal demonstrates Pay Tel's commitment by offering a low rate for all calls together with a competitive compensation package.

By selecting Pay Tel, the citizens of the Rowan County community will benefit from the following family-friendly services:

- First Call Free™ – the first call to every new number is free followed by connecting the called party to a live customer service representative for assistance 24 hours a day, 365 days a year.
- Lowest payment fees in the industry – with cash payments for \$1.99 via PayNearMe™
- Monthly Account Statements online or mailed upon request
- Account Refunds paid upon request at any time with no fee
- Account Balances never expire

Account Support

Rowan County will be supported by Pay Tel's North Carolina Regional Account Manager, Megan Hurley. Megan comes from a family with a long history of law enforcement service. This background has allowed her to be successful in serving the corrections market for both the commissary and healthcare markets and provides a unique perspective on the inmate phone market as well. Megan's positive approach and personal integrity drive her to provide excellent service to her clients.

The Right Decision for Rowan County Detention Center

When making the decision for Inmate Communication Services, we encourage you to consider those items that impact the Citizens of Rowan County most significantly:

- Low cost of phone calls with low fees
- Consumer-friendly services to families
- Positive impact on the community – Pay Tel's Rise4Me™ resource database supports successful reentry to reduce recidivism
- Proven incentive education model with industry-leading inmate engagement levels of up to 98%
- Content designed to assist inmates in making good choices to turn their lives around
- Eliminate the divide between the "haves and the have-nots" with the ability for inmates to earn free entertainment by completing education & life-skills courses
- Positive impact of tablet on facility staff – calming effect on inmates increases officer safety

Again, we thank you for the opportunity to present our proposal to you. Pay Tel looks forward to earning the right to serve Rowan County's Inmate telephone, communications and tablet needs.

As President and owner of Pay Tel Communications, Inc., I am authorized to bind the company to the enclosed proposal. The enclosed proposal shall remain valid for a minimum of 90 days from the RFP opening.

Sincerely,



Vincent Townsend
President

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Technology & Service Proposal

I. INTRODUCTION

Pay Tel Response: ACKNOWLEDGED AND AGREED.

II. PROPOSAL PROCESS AND INSTRUCTIONS

Pay Tel Response: ACKNOWLEDGED AND AGREED.

III. GENERAL REQUIREMENTS

A. Conditions

All proposals must contain a complete list of all customers in North Carolina for whom they have installed correctional phone systems. The list will contain the following information: Customer Name, Address, Telephone Number, Contact Person, and Date Installed as well as Average Daily Population (ADP) and whether the system is or is not similar to the system being proposed for the Rowan County Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay Tel is located just an hour away in Greensboro, NC and we are currently proud to serve 46 counties within the state. Every single client facility utilizes the CenturionITS™ call platform that is proposed to Rowan County. **Clients listed in bold also have the Pay Tel inteTABLET and the same Video Visitation solution proposed.** Pay Tel's current North Carolina client list is provided on the following pages.

B. Past Customers

All proposals shall contain a list of past North Carolina customers that you are no longer doing business with from the last three (3) years. Include the Customer Name, Address and dates of service.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Past Customers	
Craven County Jail, New Bern, NC 28562	7/2000-8/2019
Pamlico County Jail, Bayboro, NC 28215	5/1998-9/2019
Wake County Raleigh, NC 27602	6/1991-11/8/2019
McDowell County Marion, NC 28752	6/2012-4/2020
Onslow County, Jacksonville, NC 28540	8/2009-8/2020

C. Scope

This RFP covers all Rowan County Adult Detention facilities owned and located within the geographical boundaries of Rowan County, North Carolina.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

D. Site Visits/PRE-BID Conference

Optional pre-bid conference will be held at March 1, 2022 at 10am. If needed a site visit will happen after the pre-bid conference.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

E. Initial Contract Term

The initial contract term will be for two (2) years, with additional one (1) year terms if agreed upon both. The successful vendor must provide service and pay the stated commissions for the initial term and all renewals, with the exception that the commission rate may be increased by the Contractor at any time when agreed upon by both parties.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel Proposal for Rowan County | RFP 2022-028 Inmate Communication Services

CURRENT NC CLIENTS	CONTACT	STREET ADDRESS	CITY, ST, ZIP	PHONE	ADP	INSTALLED	SIMILAR
Alamance County	Sheriff Terry Johnson	109 S. Maple Street	Graham, NC 27253	336-570-6272	299	1/1/2019	Yes
Alexander County	Sheriff Chris Bowman	100 1st Street	Taylorsville, NC 28681	828-632-4658	76	3/30/1991	Yes
Alleghany County	Capt. John Abernathy	40 Alleghany Street	Sparta, NC 28675	336-372-4455	26	3/16/1992	Yes
Ashe County	Capt. Linda Carrow	104 Government Circle	Jefferson NC 28640	336-846-5633	86	8/26/1991	Yes
Beaufort County	Sheriff Ernie Coleman	210 N. Main Street	Washington NC 27889	252-946-7111	45	8/14/1991	Yes
Bertie-Martin Regional	Terrence Whitehurst	230 County Farm Rd.	Windsor NC 27983	252-794-9283	71	3/30/1990	Yes
Bladen County	Capt. David Shaw	299 Smith Circle	Elizabethtown NC 28337	910-862-6971	124	8/4/2021	Yes
Burke County	Capt. Greg Huntley	130 Government Drive	Morganton NC 28655	828-764-9594	110	5/12/2011	Yes
Carteret County	Capt. Daniel King	304 Craven Street	Beaufort NC 28516	252-504-4854	155	1/5/2001	Yes
Caswell County	Sheriff Tony Durden	231 County Park Rd	Yanceyville NC	336-694-9311	48	9/3/1990	Yes
Catawba County	Capt. Nathan Fisher	100 B Southwest Blvd.	Newton NC 28658	828-465-8999	259	6/10/2002	Yes
Chatham County	Sheriff Roberson Capt. Tammy Kirkman	627 Renaissance Dr.	Pittsboro NC 27312	919-542-2811	79	3/16/1990	Yes
Currituck County	Capt. David Castelow	413 Maple Road	Currituck NC 27956	252-453-2194	21	6/13/1990	Yes
Davidson County	Lt. Tracy Rabon	110 West Center Street	Lexington NC 27292	336-242-2140	249	1/11/1991	Yes
Davie County	Chief Dana Rectenwald	135 Green Street	Mocksville NC 27028	336-753-6647	49	4/2/1992	Yes
Duplin County	Lt. Denise Mitchell	208 Duplin Street	Kenansville NC 28349	910-296-2150	101	7/6/1998	Yes
Edgecombe County	Capt. Oliver Washington	3005 Anaconda Road	Tarboro NC 27886	252-641-7911	157	2/14/1990	Yes
Forsyth County	Sgt. Lori Wood	201 North Church St.	Winston Salem NC 27101	336-917-7625	603	8/14/1990	Yes
Granville County	Major Edward Cash	143 Williamsboro St.	Oxford NC 27565	919-693-3213	107	8/26/1991	Yes
Greene County	Jail Admin. Deborah Warren	301 N. Greene St	Snow Hill NC 28580	252-747-3411	47	11/19/1997	Yes
Guilford County Main	Maj. George Moore	401 W. Sycamore St.	Greensboro NC 27401	336-641-6108	760	12/4/1989	Yes
Guilford County HP	Capt. John Sellers	507 East Green Street	High Point NC 27261	336-641-6108	192	12/4/1989	Yes
Halifax County Jail	J.A. Silvester Hardy	355 Ferrell Lane	Halifax NC 27839	252-583-8201	79	3/1/1991	Yes
Harnett County	Maj. Gary McNeill	175 Bain Street	Lillington NC 27546	910-893-9111	278	12/3/2001	Yes

Pay Tel Proposal for Rowan County | RFP 2022-028 Inmate Communication Services

CURRENT NC CLIENTS	CONTACT	STREET ADDRESS	CITY, ST, ZIP	PHONE	ADP	INSTALLED	SIMILAR
Hertford County Jail	Sheriff Dexter Hayes	701 Taylor Street	Winton NC 27986	252-358-7800	46	5/31/1991	Yes
Jones County Jail	Capt. Jason Jarman	729 Hwy 58 South	Trenton NC 28585	252-448-7091	13	6/16/1997	Yes
Lee County Jail	LT. Kim Kruger	1408 South Horner Blvd.	Sanford NC 27330	919-775-5531	135	11/1/1999	Yes
Lincoln County Jail	Sheriff Bill Beam	700 John Howell Memorial Dr.	Lincolnton NC 28092	704-732-9050	109	9/28/1992	Yes
Nash County	Sheriff Keith Stone	222 W. Washington St.	Nashville NC 27856	252-459-1533	129	1/24/2001	Yes
Northampton County	Major Anna Gee	105 Depot St.	Jackson NC 27845	252-534-3901	51	3/1/1995	Yes
Orange County	Sheriff Charles S. Blackwood	125 Court St.	Hillsborough NC 27278	919-644-3050	89	7/31/1991	Yes
Pitt County	Chief Lim Capehart	124 New Hope Rd.	Greenville NC 27834	252-902-2924	352	1/15/2002	Yes
Polk County	Sheriff Tim Wright	69 Ward St.	Columbus NC 28722	828-894-3001	42	4/19/1993	Yes
Randolph County	Sheriff Greg Seabolt	790 New Century Dr.	Asheboro NC 27205	336-318-6680	237	11/30/1989	Yes
Robeson County	Maj. Susan Green	120 Legend Road	Lumberton NC 28358	910-671-3359	295	2/24/2003	Yes
Rockingham County	Capt.Shane Bullins	170 NC – 65	Reidsville, NC 27320	336-634-3232	192	10/15/2018	Yes
Sampson County	Captain Hayes Jr. Frederick	112 Fontana St.	Clinton NC 28328	910-592-8178	230	3/1/1999	Yes
Scotland County	Captain B.J. Knight	212 Biggs St.	Laurinburg, NC 28353	910-277-3166	96	12/12/2018	Yes
Stokes County	Major Eric Cone	Old Church St	Danbury NC 27016	336-593-8117	137	12/16/1992	Yes
Surry County	Lt. Randy Shelton	218 North Main St.	Dobson NC 27017	336-401-8975	191	2/10/2001	Yes
Vance County	Maj. John Shelton	516 Breckenridge St.	Henderson NC 27536	252-438-3923	114	3/1/1999	Yes
Warren County Jail	Sheriff Johnny Williams	East Rafters Lane	Warrenton NC 27589	252-257-3314	17	11/9/1990	Yes
Washington County	Sheriff Johnny Barnes	120 Adams St.	Plymouth NC 27962	252-793-2422	21	11/3/1997	Yes
Wayne County Jail	Major Robert Thaxton	207 E Chestnut St.	Goldsboro NC 27530	919-731-1481	341	2/9/1990	Yes
Wilkes County Jail	Major Jason Whitley	502 Courthouse Drive	Wilkesboro NC 28697	336-990-0423	73	1/24/1991	Yes
Wilson County Jail	Capt. Marc Connor	100 East Green Street	Wilson NC 27894	252-237-2118	129	3/22/2000	Yes
Yadkin County Jail	Lt. Rodney Wiles	210 East Hemlock St	Yadkinville NC 27055	336-849-7853	68	4/17/1990	Yes

F. Contractual Provisions

Vendor must submit, with its proposal a current copy of its standard contract with terms and conditions included. Any such “standard contract” will be modified in order to comply with applicable state of North Carolina laws and regulations, terms and conditions, and specifications contained herein. Vendors should ensure their attorney has reviewed the requirements before they submit a bid.

Pay Tel Response: ACKNOWLEDGED AND AGREED. A copy of the standard contract is provided as an exhibit to this proposal.

G. Point of Contract

In the event that a part or all of the service to be provided under the contract is subcontracted, the successful vendor must be the prime Contractor and be fully responsible for the delivery of all services associated with the contract, regardless of any arrangement or agreement it may have with a Subcontractor, or any default by a Subcontractor. The prime Contractor will be the sole point of contact for services provided in this contract. However, the Sheriff reserves the right to directly contact any Subcontractor at any time during the contract period.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay Tel will perform all installation, maintenance and support services proposed herein. Inmate Telephone Service and tablets will be provided utilizing our own products. Video Visitation, although installed and serviced by Pay Tel, will feature HomeWAV technology. In all cases, Pay Tel will be the single point of contact and assumes full contractual obligation for performance of all aspects of this proposal.

H. Vendor Certification

Each vendor must be certified and/or licensed by the North Carolina Public Utilities Commission to provide telecommunication services and facilities in North Carolina. Vendors are required to submit a copy of this certification, with date certified and docket number with their response.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

I. Rules and Regulations

All services and equipment offered by vendors must comply with all federal and state laws, rules and regulations including but not limited to pricing, branding, provision of consumer information, accessibility to inter-exchange carriers, accommodations for the handicapped and any applicable construction, electrical and safety codes.

Pay Tel Response: ACKNOWLEDGED AND AGREED. In all cases, Pay Tel is fully compliant with NC PUC regulations and FCC regulations pertaining to inmate telephone service and other technology proposed herein.

J. Permits, Codes & Regulations

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

K. Cancellation of Contract

Failure to deliver, install or furnish equipment and services requested herein, as specified and in accordance with the proposal submitted, including promised installation deadline, will constitute sufficient grounds for cancellation of the order at the option of the Rowan County Sheriff.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

L. Transition Plan and Delivery

The vendor will submit, in writing within its proposal, a plan for transition from the current operator(s) into the designated Sheriff's Office facilities including hiring and training of staff, security clearances, and other factors to assure that there is no operational or security break in the system during said transition. The Contractor agrees to fully cooperate with any subsequent contractor so as to insure a smooth transition. In the event of any question or

conflict, the Sheriff's Office decision shall be binding on both parties. Vendors shall include a proposed delivery schedule for all equipment associated with this RFP.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Provided that the contract award is made by May 1 as scheduled, Pay Tel is confident in our ability to achieve the July 1 go live date. The only item that is beyond our control is the installation of necessary broadband services. Even those, in most cases, can be installed in the timeframe allowed. A Sample timeline is provided at the end of this section of the proposal.

M. Tax

Rowan County is not tax-exempt. Vendor shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

N. Parts and Service

A local parts and service facility considered adequate by the Sheriff's Office will be required. Please include explanation of location of the service facility, response time, availability of parts and contact information. There shall be no requirement for Rowan County provided networking or internet for functionality of the Inmate Phone system as it will be a standalone system.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

O. Guarantee

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose for which equipment, material, installation, and/or construction included in this RFP are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the Rowan County Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

P. Protection Damage

Contractor will be responsible for any damage to the property of the county or others caused by him, his employees or subcontractors, and will replace and make good such damage. The Contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The Contractors will comply with all safety laws and regulations in effect in the locality.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Q. Proposal Acceptance/Rejection

Rowan County expressly reserves the right to reject any or all proposals, or parts of proposals, accept changes to specifications, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of the Sheriff appears. The determination by the Sheriff of Rowan County as to the selected vendor shall be final.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

R. Insurance and Indemnification

To the extent permitted by law the Contractor shall indemnify and save harmless the Sheriff, its officers, agents, employees and assigns from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this contract.

Contractor further agrees to purchase and maintain during the life of this contract with an insurance Contractor acceptable to Sheriff, authorized to do business in the State of North Carolina, the following insurance:

Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit bodily injury and property damage.

Commercial General Liability: Bodily injury and property damage liability as shall protect Contactor and any Subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by Contractor any Subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract.

Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability- \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

Cyber Liability. The amount of such insurance shall not be less than \$1,000,000 aggregate.

The Sheriff shall be named as an additional insured for operations or services rendered under this contract. Certificates of such insurance will be furnished to the Sheriff and shall contain the provision that the Sheriff be given 30 days written notice of any intent to amend or terminate by either the insured or the insuring Contractor. Any exceptions or changes to these limits must be agreed up by both the Rowan County Sheriff and Purchasing Director prior to award of contract.

Pay Tel Response: ACKNOWLEDGED AND AGREED. A certificate of insurance is included as an exhibit to this proposal.

S. Governing Laws and Venue

1. **North Carolina Laws Govern:** This Agreement shall be governed by and construed and enforced in accordance with the laws of North Carolina.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

2. **Venue:** This Agreement shall be deemed to have been made and performed in Rowan County, North Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the general courts of justice of Rowan County, North Carolina.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

T. Entire Agreement and Amendments

1. **Entire Agreement and Amendments:** This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.
2. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

U. Terms and Termination of Agreement

Contract Term: This Agreement will become effective on the mutually agreed upon date not prior to July 1, 2022 (provided the system is operational) and shall continue through the initial term of two (2) years. There has been no oral or any type of commitment made or implied by the Sheriff or any Sheriff's employees that this Agreement will be renewed. Either party may terminate the Agreement by giving the other party ninety (90) days' written notice of its intention to terminate

Pay Tel Response: ACKNOWLEDGED AND AGREED.

V. Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and unenforceable in accordance with its terms.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

W. Force Majeure

Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

X. Assignment

The Contractor's rights and obligations cannot be transferred or subcontracted without written approval from the Sheriff's Office. The Sheriff's Office by this Contractor may not assign this Agreement without the Sheriff's prior consent.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Y. Right to Audit

The Sheriff's Office and/or Rowan County reserves the right to audit any aspect of the inmate telephone operation, as performed by the Contractor, and the Contractor will keep accurate and complete records for at least three (3) years.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

IV. TECHNICAL AND FUNCTIONAL REQUIREMENTS

This section contains the technical requirements pertaining to the services and associated equipment requested in this RFP.

A. General Functional Requirements

Selection Deleted per Addendum II

V. INMATE SERVICES

- A.** This RFP will require all hardware, software, lines and ancillary equipment to provide the service specified herein. The requested system will provide for inmate service at two (2) separate adult detention facilities, Rowan County Main Detention Center and Rowan County Detention Center Annex.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- B.** The equipment installed must provide for administration of each facility installed inmate telephones independent of the other detention facilities. This will include assignment of identification numbers assigned to individual inmates, database of allowed numbers for each inmate, blocked numbers, and generation of required reports as specified within this RFP.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- C.** The system shall provide Personal Identification numbers (PIN) to identify the inmate placing the call. Describe, in detail, how the system accomplishes this and discuss procedures for implementation, including any administrative time required on the part of Sheriff staff to accomplish this.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel's system offers the facility many options involving inmate Personal Identification Numbers (PINS). Each inmate can be given a PIN consisting of the inmate ID or booking number and PIN code. The PIN assignment will be randomly generated by the ITS or passed to the ITS from the planned interface to the JMS system or by delivery of an electronic PIN file from the JMS. Each inmate PIN can be assigned to the specific living area where the inmate is housed, allowing that ID/PIN to only be used on phones and tablets in that part of the facility for added security.

With the establishment of the planned interface, this will not require any administrative time on the part of Sheriff's staff.

- D. Due to the unique nature of detention facilities, specific types of telephones and specialized services are required. It will be desirable for the Rowan County Jails to be networked so as to allow the PIN of an inmate in one jail be utilized if temporarily relocated to the other facility without reentry of data for that inmate.

Pay Tel Response: ACKNOWLEDGED AND AGREED. If the inmate's housing assignment is changed in the jail management system, his/her information will follow with the inmate to the new other facility or pod.

- E. Rowan County Detention facilities require higher standards for the security and durability of their equipment than other agencies. All telephone instruments proposed for installation within a detention facility must meet the following specifications at a minimum:
1. Be "Charge a Call" type with no coin receptacles or containers.
 2. Be constructed of not less than 16-gauge steel.
 3. Be constructed with no removable parts including ear and mouth pieces.
 - a. Must have metallic tamper proof keypad.
 - b. Must have an armored cord.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

After exhaustive testing of dozens of handsets, magnetic hookswitches, and keypads Pay Tel has standardized on the proposed armored telephones manufactured for Pay Tel by G-Tel Enterprises. This telephone features "PIH" pin-in head screws that lock the telephone housing to the secure back plate and are specifically designed to prevent inmate tampering.



Phone housings are manufactured to Pay Tel specifications of *fourteen gauge stainless steel designed to withstand extensive physical abuse and vandalism*. The phones are *line powered thereby eliminating the need for electrical or battery power to be used in the cell block*. The phone wire itself is routed into the back of the phone thus eliminating conduit access to inmates.

To mount the phone a steel back plate is mounted to the cell wall. This can be accomplished in a variety of ways, depending on the construction of the wall. The phone is attached to the back plate by four pin-in-head security screws. These security screws have proven more effective than various lock-and-key systems in keeping inmates from opening phones. Each stainless steel unit is equipped with handsets which have been tested and proved to offer the highest quality for transmit, receive and recording content.

The handset is attached to the side of the phone by a stainless steel armored cable and a stainless steel lanyard guaranteed to withstand at least 1,000 pounds of pull. The handset connection features a swivel point, making it more comfortable to hold, for inmates of various heights. All our handset ear and mouthpieces are secured with epoxy to ensure there are no removable parts. The handset cord length will be adjusted to provide the length desired for each location at the facility.

All of our handsets are hearing aid compatible meeting ADA Compliance requirements, with confidencer technology to aid in filtering out background noise. In addition, each phone is equipped with volume control adjustment next to the keypad.

Pay Tel's inmate telephone instrument is designed, engineered and manufactured to withstand the harshest inmate environment and prevent vandalism.

The telephone housing is made from high security, heavy 14 gauge stainless steel secured with "PIH" pin-in-head security screws to prevent inmate tampering.

The telephone handset is manufactured with a sturdy zenoy plastic handle which is stronger than the traditional lexan type handset, and the earpiece and mouthpiece caps are factory sealed to prevent removal. The armored metal handset cord is assembled with a steel lanyard offering 1000+ lbs pull strength. During the pre-implementation site survey, Pay Tel's implementation team will work with facility personnel to assess the best location for Inmate telephonists to prevent vandalism.

Where possible, the inmate telephones are recommended for installation in areas easily viewed by correctional officers to reduce the likelihood of vandalism.

On-site installation methods to prevent vandalism

All inmate telephone back plates are secured to concrete walls using ¼" concrete screws or appropriate size screw anchors to prevent them from being torn from the walls. For metal wall installation, ¼" self tapping screws are used to secure the back plates to the wall.

Inmate telephone housings have a 3" security flange at the top and are secured to the back plate by using a three flush mount pin-in head security screws with one on each side and the bottom to prevent inmate tampering.

Any conduit required for installation of telephone cabling is flat steel, series 500 wire mold conduit secured with double hole conduit straps and security screws. This prevents inmates from getting their fingers behind it and tearing it loose from the wall.



G-Tel Inmate Phone
Model# ST-3600
Armored Analog
 Cord-out-Top | Stainless Steel

G-Tel ST-3600
Technical Parameters:

Protection Class: IP55
 Ambient Temperature:
 -40 H ~ + 60 H
 -40 F ~ + 140 F
 Relative Humidity: ≤95%
 (at room temperature)
 Atmospheric Pressure:
 80 ~ 110KPa
 Frequency Response:
 250 ~ 3000 Hz
 Supply Voltage: 48 ~ 60V
 Feed Current: 25mA
 Call Transfer Index:
 SLR≤12 dB,
 RLR≤-1dB,
 STMRT≥10dB
 Environmental Noise: ≤70dB
 Ringing level: ≥80dB

Operates on C.O., analog
 lines or analog dialtone
 PABX/KSU stations

Dimensions:
 11¼" tall, 5¼" wide, 6" deep

Weight: 8lbs, 3KG

- CE Certified, RoHS Certified, EMC Certified
- ADA, ABA 508: Hearing Aid Compatible, Visually Compliant, User Controlled Volume Control
- Cord out top design with swivel conforms to anti-ligature safety requirements
- Constructed of durable 14-gauge stainless steel
- All-in-one electronic dial pad and circuit board features automatic gain control, background noise filtering and DTMF standards
- Stainless steel bezel, marine quality sealed keypad- Waterproof to class IP55
- Manual Hookswitch
- Mounting plate includes gasket to prevent moisture from entering phone
- Mounting plate includes oversized line-wire entrance hole for improved installation time
- Tamper resistant pin-in-head locking system
- Magnetic, durable handsets with stainless steel handset cord, 2.5mm thick internal steel lanyard, made to Bell Core standards and exceeds 1000lb pull test, available with modular or spade connectors, Dynamic microphone
- Stainless steel grommet provides added security for the handset cord
- 13 gauge stainless steel handset cord bracket is designed for fast, easy handset changes
- Standard with 14" Handset Cord. Optional Handset cord sizes available
- Optional noise-canceling microphone available
- Custom Corporate Logos can be etched into housing for no additional charge (minimum qty orders required)

4. Must interface to an inmate monitoring system.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel provides integrated digital recording and monitoring ability to include all inmate telephones and video visitation stations. Visitation stations designated for privileged/attorney visits will be configured without this capability.

5. Have the capability to adjust call duration from one (1) minute to a maximum of ninety (90) minutes. The system must provide a disconnect notice to the inmate prior to the termination of call.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

The ITS system allows for adjustable call duration limits. One minute prior to call disconnection, the inmate and called party will hear, "You have only one minute more for your call." When fifteen seconds remain they will hear, "You have only fifteen seconds more for your call." The called party and the inmate hear all voice prompts in the language that was chosen at the beginning of the call.

6. The proposed system must provide the ability to control the time of day the phones will be active and available for use. The feature must include an automatic activation/deactivation which can control telephones individually and can be changed by Administrative Personnel.

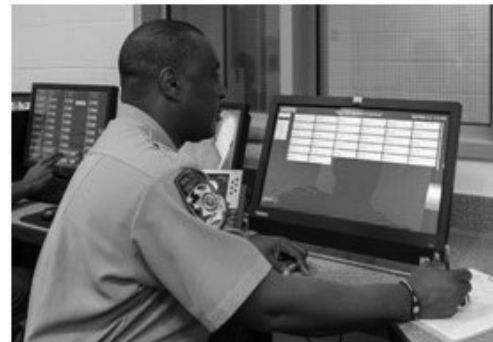
Pay Tel Response: ACKNOWLEDGED AND AGREED.

From the "Stations" tab, authorized users can not only reach "Station Scheduling", but with the proper rights and permissions, a user can also view all stations, view individual station details, edit scheduled shutdown times, and perform an emergency shutdown as shown on the following page. In addition, Pay Tel offers a touch-screen station controller which can be installed in local control rooms as designated.

Pay Tel Station Controller – Touch Screen Convenience Controls Phones from a Single Location

Pay Tel is pleased to offer our Pay Tel Touch Screen Phone Control capability. Instead of traditional toggle switches, the Facility will have the option of a single or multiple touch screen monitors that allow shut down of all phones or individual phones with a simple screen touch. No technical aptitude is required to use this convenient new feature.

The station controller utilizes a touchscreen computer with no keyboard or mouse attached to the system. By connecting the station controller directly into the ITS via a single CAT5 Ethernet connection, Pay Tel is able to eliminate the wiring concerns and restrictions allowing the facility to place station controllers anywhere they desire.



*Guilford County Officer Using
the Pay Tel Touch Screen*

7. Inmate pay telephones will provide outgoing service only. No incoming service will be permitted to inmate phones.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

No incoming calls are allowed to reach the inmate phones. The lines installed are configured for outbound calls only. In addition, the ITS system prohibits incoming calls from ever reaching an inmate telephone instrument.

8. The proposed inmate pay telephone system must provide features that furnish management tools to the Administrative Personnel.
 - a. A required inmate authorization code unique to each inmate to be associated with each called telephone number list.
 - b. A user-friendly method to update and otherwise change the called number lists and authorization codes.
 - c. An inmate calling database per Detention Facility. Each proposal must contain a plan to build the database for each institution. To facilitate the process, each institution will appoint a "facility manager" to work with the vendor and to provide the required inmate information for the vendor to load into the database. The vendor will be responsible for loading all information into the database and for insuring that no loss of information occurs during cutover. Automatic creation of the individual inmate database is a highly desirable feature. This is accomplished by the inmate's first allowed quota of telephone number dialed becoming the individual's database.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel's secure web-based administrative access provides a full featured administration program capable of controlling all aspects of the ITS system. This can be accomplished through a Workstation provided by Pay Tel or through any existing County PC with internet access. Functions include call blocking administration, PIN management, allowed call lists (if utilized), time of day controls with automatic shutdown and an array of investigative and administrative reports and tools.

Secure Access Control by User

The system begins with secure access that is restricted by a password protected user profile system. In order to have access to the administrative software for the ITS system, facility staff will need a username and password. The administrator or appropriate personnel at the jail will assign usernames and passwords to facility staff. Each user will be assigned specific rights and permissions to access the administrative software.

On-site or Remote Capability from any PC or Laptop

Access is available via any PC/Laptop with internet access and a facility assigned username and password. The facility's system administrator will have the ability to create, in-activate, and modify all users in the system. Access privileges allow the administrator to control what functions the users have access to within the ITS system. Through the use of Pay Tel's innovative administrator interface, remote users will have the same functionality and access, via the web, as local users within the facility provided the system administrator has granted them the appropriate access rights. Remote investigators will be able to perform tasks such as viewing call detail reports, managing the ITS system, and monitoring live calls.

9. Inmate services will be restricted to collect, pre-paid or commissary account calls. Automated types of calls may be permitted for inmate service. Vendors must provide detailed information on the proposed system's ability to limit inmate calls to collect only.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

All calls from the Inmate are processed as station-to-station collect calls, prepaid collect or debit (commissary) calls. The Pay Tel ITS supports acceptance from both touch tone and rotary dial type phones.

10. The vendor must provide a system of administration and management plan. The plan must include the post-cutover administration and management process, a description of the hardware and system complexity must also be provided. This description must include as a minimum:
 - a. Assigning personal authorization codes to each inmate. The Sheriff's Office will supply these numbers.
 - b. Changing entries in the inmate calling database.
 - c. Blocking calls to a specific telephone number on all phones.
 - d. Changing passwords and other security features.
 - e. Providing routine, recurring reports on inmate calling including frequency, date, time, duration and number called by inmate.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

11. **Training of Detention Facilities Personnel:** Vendor is required to provide on-site training for up to five personnel per institution to administer and manage the system. The vendor will describe the nature and content of their training program for this purpose in the proposal response. As a minimum, the training program must include hands-on instruction on the use of the administrative and management systems and reports as well as any other topics required for full understanding, administration, and operation of the system. Each trainee and the institution facility manager will be provided with a complete set of operating instructions for the administration and management system, to include software and hardware. Follow-up training will be provided by the vendor at any time that software and/or operation of the administration and management software is changed. Revised written operating instructions will also be provided. Copies of updated software must be provided to the Sheriff within thirty (30) days of release of updated software.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel's learning and development team provides a variety of training options for all essential audiences: General Staff, System Users, Investigators, Inmates, and Family/Friends. This includes printed materials, informative voice prompts, structured on-site training, on-line training sessions (both scheduled and ad-hoc), and tablet-based video training for inmates. In addition to initial training for all impacted parties, Pay Tel's learning team offers pre-scheduled refresher training sessions which system users/administrators can enroll in at any time. In addition, our training team can be contacted for specialized assistance as need to accommodate staffing changes and evolving facility needs.

In addition to the above-defined training, Pay Tel's Training Specialist will also schedule training sessions for staff and inmates to cover selected ancillary services, including intelevISIT™ Video Visitation, inteletABLET™, Pathway to Achieve Education, and voice biometrics. All training is offered upon deployment of services and is also available at no cost for on-going needs resulting from staff changes.

12. **Inmate call monitoring device on all telephones:** The inmate phone system will provide for full channel recordings and monitoring of inmate calls. The system shall allow multiple users to listen to the same conversation from multiple locations. It shall store call records for a period of at least two (2) years. The system shall include call storage on removable media. The system should feature, at a minimum, searches by origination number, destination number, personal identifier (if applicable), date/time parameters and channel. The equipment being proposed shall be synchronized with the Call Processing Equipment to ensure that call recording time mimics call start time on call detail reports. The equipment shall be able to encrypt the call recording for security purposes. System is required and shall incorporate the following features:
 - a. **Capacity:** The monitoring device must accommodate the number of inmate lines in each institution and allow for expansion capability.
 - b. **Visual Monitoring:** The inmate monitoring device will permit the attendant to visually determine the off-hook and on-hook status of each inmate telephone. The device must provide a display of the line being monitored.
 - c. **Audible Monitoring:** The inmate monitoring device will permit an attendant to manually select any associated inmate telephone. The device will permit the attendant to listen to any conversation in progress at a selected telephone over the monitoring device's handset and/or speaker for an unlimited duration.
 - d. **Call Disconnect:** The inmate monitoring device will permit the attendant to disconnect any call-in progress.
 - e. **Undetected Supervision:** The inmate monitoring device will allow the attendant access to the inmate call in progress without a change in audible signal.
 - f. **Speaker:** The console must have a hands-free speaker to allow the attendant to monitor a call. The audible transmission of the speaker must be of a quality to allow the attendant to clearly hear both calling and called party.
 - g. **Cabling:** The cable necessary to support this device must be provided by the vendor.
 - h. **Confidential Call:** Must have the capability to block calls to numbers deemed confidential.
 - i. **Backup Recordings:** Must be provided by the vendor at the vendor's expense when requested by the Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel's CenturionITS™ provides integrated digital recording and monitoring ability to include all inmate telephone and Visitation stations. Recording on the visitation stations may be temporarily disabled from any system workstation by authorized personnel to ensure the proper treatment of attorney visits.

The county will have immediate access to all records and recordings with the ability to export recordings to DVD or flash drive on demand. Pay Tel stores each digital call recording in our Data Center and our Disaster Recovery Site on Redundant SANs (Storage Area Networks) for immediate access by authorized County personnel throughout the contract duration. **Recordings may be instantly accessed for high quality playback at any time throughout the life of the contract.** All of our recordings are stored in digital format, capable of being copied to any digital medium that can play a standard .wav (dot-wave) or MP3 file. The native format of each audio file is 6000 hertz, mu-law, the North American standard for analog to digital conversion and compression. No further compression is utilized, preserving the original quality of the call.

In order to have access to the administrative software for the ITS system, facility staff will need a username and password. Access is available via any PC/Laptop with internet access and a facility assigned username and password. The system will automatically log out after a defined period of inactivity. This setting is adjustable to fit Rowan County's needs.

Live Monitoring

Monitoring of calls **does not interfere with the continuous recording of calls** and it is not detectable by the inmate or the called party. The Pay Tel ITS system has been designed so that several investigators may monitor the same call at the same time.

13. 3 Way Call Detect/Call Termination: No 3-way calls from inmate telephones will be permitted. The inmate system shall have the capability of terminating 3 –way attempts. Upon sensing 3-way call attempts after completion, the system will cause the call to be terminated immediately.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel CenturionITS™ Ethical Three-Way Call Detection

Pay Tel is proud to lead the ITS industry with *Ethical 3-Way™* call detection technology that will block unauthorized calls, and if the facility wishes, allow authorized calls. Pay Tel's exclusive Ethical 3-Way™ call detection technology is the first and only ITS system that interacts with the called party to accurately confirm three-way calls.



14. Branding: The automated operator system will announce the name of the facility at the beginning of the call. All inmate calls from the Rowan County Detention Facilities must be branded with the following message:

“This is a collect call from inmate_____ (recording of inmate stating name) from a Rowan County Detention facility.” The system must also be capable of repeating the announcement at selected intervals throughout the duration of the call. Vendors should specify within the proposal response how the system complies with this requirement.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

When an inmate goes off hook, he or she is requested to select a language and is informed that all calls may be monitored or recorded. The called party and the inmate hear all voice prompts in the language that was chosen at the beginning of the call. Regardless of call type, upon answer the called party is provided with a voice announcement indicating that: the call is from the Rowan County Detention Center, the name of the inmate placing the call, information on how to receive a rate quote, information on how to block the call, how to positively accept the call, and that the call will be recorded and may be monitored. For example:

Hello. This is a collect call from John Smith, an inmate at the Rowan County Detention Center with telephone service provided by Pay Tel Communications. This call will be recorded and subject to monitoring at any time. Please select from the following options: For rate information press '1'. To accept the charges for this call, press '3'. If you will not accept this call, press '5' or hang up now. To receive instructions for blocking future calls, press '4'. To repeat this information, press '9'.

If no response is received from the called party, the above greeting message is repeated.
Additional language options may be added (in addition to English and Spanish) upon request.

15. Expansion Capability/Line to Phone /Ratio: Page 22 depicts the current location and number of phones. The proposed system(s) must be able to accommodate this volume and allow for expansion of up to twenty-five (25) percent. All installed telephones must be assigned individual lines, (A one to one ratio). The system must provide the capability for all phones to be in use simultaneously with no blocking of out dialed calls.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

The ITS system software is proprietary to Pay Tel evolving over the course of 24+ years. The advanced design of this software provides total flexibility with simplified expansion when required. Pay Tel's ITS system does not employ any specialized vendor hardware restricting or prohibiting growth.

16. Booking Area Phones: The vendor must agree to install at least three (3) coinless telephones within the booking area. These telephones must meet the standards as set out in this RFP as it pertains to time controls, monitoring, reports, etc. All installed inmate phones must be capable of allowing programmable free calls to the commissary system.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

17. For all the above services, the vendor must provide the following details:
- Any operational requirements or dependencies associated with the product (i.e., integration with other systems, internet bandwidth, required features which must be implemented, on-site visitation must be limited, etc.)
 - Any cost to inmate and/or consumer
 - Any cost or compensation impact to the County
 - Any financial penalties associated with contract termination

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- Pay Tel will secure and provide the necessary broadband services to support all products proposed. In addition, Pay Tel will establish the necessary integration with Rowan County's commissary and/or JMS vendor to support a seamless solution that saves administrative time. Access to phones and the ability to make phone calls is critical to the financial viability of the proposal. Remote visitation must be permitted. No other restrictions are specified for the phone and video visitation portions of this proposal.
- Rates and commissions offered are shown in the table below
- There is no cost or commission impact to the County for the services offered
- There is no penalty for contract termination

CALL RATES AND COMPENSATION

Call Type	Collect, Prepaid Collect, and Debit Rates & Commission	
	Per Minute	Commission
Local	\$0.15	72%
IntraLATA	\$0.15	72%
Intrastate	\$0.15	72%
Interstate + Canada, PR, USVI, Guam	\$0.15	72%
Debit International – All Others	\$0.15	72%

NOTE: The exact local, state and federal taxes and mandated regulatory fees will be passed through to the consumer with no mark-up or additive.

TABLET & VIDEO VISITATION RATES and COMMISSION TO COUNTY

Service	Cost to Consumer or Inmate	Commission Offer
inteleMESSAGE™ Secure Tablet Messaging	\$.25 per message	20%
Phone Calls on Tablets	Same as wall phone rates and commissions shown on previous page	
All other tablet usage (Pathways to Faith™, Reentry, Library, Facility Information, etc.)	Free	N/A
Entertainment paid for with education credits	Free	N/A
Entertainment paid for with inmate funds	\$.03 per minute	N/A
On-site Video Visitation	Free	N/A
Remote Video Visitation	\$.30 per minute	20%

F. Inmate Tablets.

1. County is interested in providing tablet technology to inmates for various functions, these may include:
 - a. Phone Calls
 - b. Messaging
 - c. Administrative Information (i.e., Inmate Handbook, etc.)
 - d. Grievance Reporting
 - e. Medical Requests
 - f. Law Library
 - g. Education
 - h. Entertainment

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay Tel offers to provide our industry-leading inteleTABLET™ solution with Pathway to Achieve™ education. Our solution offers all of the above features and more. In particular, inteleTABLET™ offers Pathways to Faith – a free access application with hundreds of inspirational videos and sermons; Reentry information including CareerOneStop and Rise4Me reentry resource listing. Additional information about or extensive tablet capabilities is provided in the Added Value exhibit of this proposal.

2. Vendor must provide the following details about the proposed tablet program:
 - a. Proposed quantity of tablets, chargers and infrastructure shall be 1 tablet per 2 inmates
 - b. Any operation requirements or dependencies associated with the product (i.e., integration with other systems, internet bandwidth, required features which must be implemented, on-site visitation must be limited, etc.)
 - c. Any cost to inmate and/or consumer for use of tablet or tablet services
 - d. Any limitation of tablet uses or access for those without money to pay for services
 - e. Any cost or compensation impact to the County
 - f. Policies regarding tablet damage, to include your company's experience with tablet deployment
 - g. Any financial penalties associated with contract termination
 - h. All necessary wiring and/or wireless access points within the inmate areas, charging banks, cabling, etc.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- a. Pay Tel offers to provide our industry-leading inteleTABLET™ solution with Pathway to Achieve™ education at no cost to Rowan County. Pay Tel proposes to install sufficient tablets to support the requested 2:1 inmate to tablet ratio with wall mounted self-service charging stations to support those tablets.
- b. Pay Tel will provide necessary hardware, software, wiring, installation, training, support and content at no cost to the County. Integration with the County's commissary and/or JMS is needed to obtain inmate information and to facilitate inmate account funding/transfers. This will be established at no cost to Rowan County.
- c. and d. Tablet costs are shown below. Note that there is no "rental" expense. Tablets are free to use at any time. Messaging and entertainment purchases are optional.
- e. There is no cost to the County or impact to compensation.
- f. Pay Tel's patented tablet design was developed specifically to minimize damage. In addition, Pay Tel offers a Quality Assurance Program to help maximize tablet access and minimize tablet damage. This program is offered at no cost to the County.

- g. There are no financial penalties associated with contract termination. However, Pay Tel believes that the positive impact of our tablet solution will make it beneficial for Rowan County to remain with Pay Tel for the entire contract term.
- h. Pay Tel will provide the necessary wiring for the tablet program to support charging stations and wireless access points. In all cases, our experienced team will work with Rowan County to complete this work in compliance with facility policies and requirements.

Tablets are available for use by all inmates free of charge. The only paid options are messaging, which is offered at a rate of \$.25 per message and entertainment which can be earned free through educational achievement or paid for at the rate of \$.03 per minute.

TABLET & VIDEO VISITATION RATES and COMMISSION TO COUNTY

Service	Cost to Consumer or Inmate	Commission Offer
inteleMESSAGE™ Secure Tablet Messaging	\$.25 per message	20%
Phone Calls on Tablets (if permitted)	Same as wall phone rates and commissions shown on previous page	
All other tablet usage (Pathways to Faith™, Reentry, Library, Facility Information, etc.)	Free	N/A
Entertainment paid for with education credits	Free	N/A
Entertainment paid for with inmate funds	\$.03 per minute	N/A
On-site Video Visitation	Free	N/A
Remote Video Visitation	\$.30 per minute	20%

Pay Tel's **inteleTABLET™** was specifically designed from the start with the intention of providing a meaningful, impactful educational solution for the corrections setting. This required a significant investment in educational content and the creation of a team that is focused on constantly improving and adding to the large library of courses.

Every vendor has education on their tablet, what's different about Pay Tel?

At the most basic level, there are three key differences: Quality, Personalization and Engagement.

Quality

In addition to licensing effective, engaging content for the **inteleTABLET™**, Pay Tel's team of instructional designers create courses based on licensed information from the industry's best sources on a broad variety of subjects. Courses are being added every single month in a broad variety of subjects from basic education, substance abuse, family relationships, anger management, mental health, job skills and so much more. Instead of simply obtaining a generic canned package of "education", we wanted to provide a more in-depth experience for the inmate. Pay Tel's Learning Development Team is committed to continuing to expand courses to ensure that inmate learning needs are met and that opportunities for self-improvement continue to grow.

Personalized Experience

Pay Tel's **Pathway to Achieve™** begins when the inmate completes a simple Risk/Need Assessment. Using that information, the Pay Tel tablet generates a personalized **Pathway to Achieve™** for each individual inmate including recommended study areas and courses. The user interface dashboard allows the inmate to monitor his/her progress and the rewards for course completion. Facility staff and counselors may also monitor inmate progress and coordinate work on the tablet with existing county programs to support rehabilitation and ultimately, successful reentry.

Engagement

The major difference in the Pay Tel tablet is the level of engagement that is made possible by our incentive model. Rather than charging for tablet rental, the Pay Tel tablet is free of charge to use by every inmate. In addition, inmates earn credits for educational achievement and course completion. These credits may be used to enjoy free entertainment. Even inmates that don't want to learn something new, will be incented to participate. Most of the time, the content sparks a positive result and even the unwilling gain something from the experience. **The result is an industry-leading inmate engagement rate of 97% or higher in our client facilities. Additional information is provided in the Added Value Exhibit of this proposal.**

G. Optional Features/Products.

1. Describe any optional features or products available to County within the rate and compensation structure proposed. Compensations deductions or rate additives in exchange for added products are not acceptable and will be grounds for disqualification. Products of particular interest to County would include:
 - a. Video Visitation

Pay Tel Response: ACKNOWLEDGED AND AGREED.



Compact kiosk stations designed support web-based secure to provide on-site and remote video visitation solution provided at no cost to Rowan County. **inteleVISIT™** also includes recording of all non-privileged visits, expanding the facility's ability to monitor all forms of inmate communications to ensure security. Additional information is provided in the Added Value Exhibit of this proposal.

- b. Voice Biometric Technology
 - To help with decrease of stolen PIN numbers

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay Tel offers to provide its pre-call voice biometric solution at no cost to Rowan County.

- c. Secure Remote Visitation with Attorney
 - For scheduled meetings only and would not be recorded

Pay Tel Response: ACKNOWLEDGED AND AGREED.

2. For any optional product offered, the vendor must provide the following details:
 - a. Any operational requirements or dependencies associated with the product (i.e., integration with other systems, internet bandwidth, required features which must be implemented, on-site visitation must be limited, etc.)
 - b. Any cost to inmate and/or consumer
 - c. Any cost or compensation impact to the County
 - d. Any financial penalties associated with contract termination

Pay Tel Response: ACKNOWLEDGED AND AGREED. In all cases, the optional services offered by Pay Tel are offered at no cost to Rowan County. Required integrations, installation and/or wiring for optional services will be provided by Pay Tel and are consistent with the requirements for core services proposed.

Cost to inmates and consumers are fully disclosed. Along with proposed compensation to the County. There are no financial penalties associated with normal contract termination.

VI. **COMMISSIONS**

- A. It is understood that the commission shall be calculated based on total gross revenue. Total gross revenue is defined as all monies charged for all calls made by inmates. No deductions from the gross revenue will be accepted by the Sheriff, payments must begin when the first collect telephone call is made by an inmate.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- B. Explain how often calls are sent to Billing and Collection. State the number of days covered in the commission report each month and indicate if this is a fixed schedule and if not, why not?

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay /Tel handles all billing and call collection using prepaid or direct billed calling methods. Commissions are paid once per month within 15 days following the end of each calendar month.

- C. Explain the entire process of how a call is downloaded, rated and billed to the end user and indicate how that revenue appears as a commission to the Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Each completed accepted call that results in a call charge is commissionable to the Sheriff's Office and will be included in reporting and commission calculation.

- D. All Commissions the Sheriff will realize from the Coinless Telecommunications Service shall be stated in this section.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

E. Service Areas

1. Provide commission percentages to be paid for collect telephone calls made by inmates to the following services areas:

Intrastate Intra-LATA Commission Percentage to be paid 72%.

Interstate/Inter-LATA and Interstate Commission Percentage to be paid 72%.

Local Calls Commission Percentage to be paid 72%..

Video Calls (clarified to be on-site video visits, for which there is no charge)

Commission Percentage to be paid N/A %

Remote Visitation Commission Percentage to be paid 20%.

2. Unbillable/Uncollectible Calls:

Rowan County will not be responsible for unbillable or uncollectible Telephone calls, nor shall any revenues be deducted from the Sheriff commission payments for such calls. The vendor shall bear sole responsibility for collection on all calls. Sheriff will not be responsible for fraudulent calls. Fraudulent calls shall be the sole responsibility of the vendor.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

3. Rate Cap/Maximum Rates

The rates charged under this contract shall not exceed the actual rates, charges and surcharges that would have been applied to the call had it been completed by Local or IntraLATA or Interstate-InterLATA or Interstate based on call type, distance, duration, time of day and day of week. The vendor shall provide a detailed breakdown of any and all rates, fees taxes they are charging inmates.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Rates proposed are detailed as follows:

F. Commission Reports

The vendor must submit with its response a sample of the proposed management reports. All revenue information will be detailed by telephone number, accounting code and location. During the term of the contract, two copies of the traffic reports and commission statements must be provided to the Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Commission payments due to the Facility will be paid monthly, with the commission check paid by within 15 business days after the month the calls occur. For example Commissions due on calls placed between June 1 through June 30 will be prepared and mailed by July 15th. Revenue, calls and minutes are itemized on Client Monthly Commission Statements.

G. Commission Payments

Commissions must be remitted so as to be received by the County within thirty (30) calendar days of the close of each period for which commissions are being paid. Commission checks will be made out to "**Rowan County Sheriff's Office**" and forwarded to:

Rowan County Detention Center
Jail Administration
115 W. Liberty Street
Salisbury, NC 28144

Pay Tel Response: ACKNOWLEDGED AND AGREED.

VII. MAINTENANCE

A. General

The vendor will provide the necessary labor, parts, materials and transportation to maintain all proposed telephone and related services equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract.

The vendor must maintain all pay phones (inmate and public), related equipment, and any wiring and software required and provided under this contract, in good working order.

The vendor will provide telephone equipment personnel who have been fully trained and qualified on the equipment and software to be serviced and/or certified by the equipment manufacturer if such certification is required by the manufacturer. Describe in detail the number of hours that a technician will be assigned to this contract per week.

Vendor will provide Sheriff with a complete inventory of inmate phones which includes equipment serial numbers, the ANI, trunk, and housing unit location of each phone within three (3) days of cutover. Vendor will also maintain a current, complete and accurate inventory. Any removal, relocation, or installation of any phone, including a change in ANI shall be approved by Sheriff and so documented.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

B. Problem/Solution

The vendor will be responsible for determining whether a line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carriers (IXC), or the provider's equipment. If the vendor determines that the telephone Contractor is at fault, the vendor will contact the telephone Contractor and negotiate the desired services. The contractor must complete all repairs if a failure is determined to be the fault of the contractor's equipment (hardware, software or wiring). The contractor will be held accountable to isolate and correct all failures involving 20% or more of the telephone at any single location within four (4) hours and failures involving fewer than 20% with 24 hours. Any malfunction of more than 50% of installed phones in any housing unit of a Detention Facility will require a four (4) hour response time.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Rowan County will receive immediate response on all service issues and will have full access to Pay Tel's technical support team located just an hour from Salisbury. Pay Tel's experienced team will be readily available to resolve issues as they occur, and will meet or exceed the response commitments in every instance. Our full inventory is also housed at our Greensboro location, providing the added assurance that replacement items are available promptly when needed to complete repairs. Pay Tel's Sample contract (provided as an exhibit to this proposal) contains our response commitment to Rowan County.

C. Security

At least 48 hours prior to starting work at any detention facility, vendor will supply the full name, date of birth, and social security number for all its employees and/or subcontractors' employees who may be working at each institution to the institution facility manager at that location. This will apply to the vendor's future employees as well. Vendor personnel must meet the security standards prescribed by the Rowan County Sheriff's Office, its applicable regulations, and must obtain passes, permits, and security clearances applicable. The Sheriff's Office may summarily reject any vendor's employee which it believes does not meet its requirements, or who violates any of its security rules, regulations, or policies. Failure to provide personnel who meet Sheriff's Office security requirements may result in cancellation of any contract award under this RFP.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

D. Commissary System

The Rowan County Sheriff's Office currently uses Kimball's for its commissary system. Kiosks are used to have money transferred to inmates' phone accounts.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

The Rowan County Sheriff's Office, or its Agent, shall have the right to waive any informality or irregularity. All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting therefrom. Please specify terms of payment below; otherwise, the terms will be 2% 10th Prox.

Pay Tel Communications agrees to furnish or cause to be furnished, all labor, supervision, equipment, materials, services, and supplies necessary to provide a turn-key installation of Pay Tel's tried and Inmate Telephone Service (ITS), inteTABLET™ solution, video visitation at the County

SIGNATURE FORM

Date: 3/18/2022 Contractor Name: Pay Tel Communications, Inc.

Web Address: www.paytel.com

Terms: _____ No suggestions: _____

County: Guilford State: NC Zip: 27410

Phone: (866) 729-8352

Vendor's Federal I.D. Number: 56-1528852

I certify that Pay Tel Communications, Inc. has X has not _____ been in operation for one year at 4230 Beechwood Drive, Greensboro, NC 27410 location(s) zoned for the type of business conducted by my Contractor at the address stated above.



(Authorized Signature)

Vincent Townsend
(Print Name)

rfps@paytel.com
(E-Mail Address)

Toll Free Phone: 866-729-8352

Fax Number: 336-346-1127

Return original bid in sealed envelope. Authorized signature of bidder must be in ink.

Bids received in our office after the specified date and time will not be considered.

SAMPLE CONTRACT

SAMPLE MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 2022 by and between Rowan County, NC Sheriff's Office ("Customer") of the one part and Pay Tel Communications, Inc., a North Carolina Corporation ("Pay Tel") of the other part,

WHEREAS, Customer and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive provider of enabled and secured inmate communications services to inmates as outlined in Exhibit A, such services generally originate or relate to communications within Customer Premises Facility (hereinafter sometimes "Premises" as identified in Exhibit B (hereinafter sometimes "Services")); and

WHEREAS, Customer understands the cost to Pay Tel associated with providing such Services and Customer agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

Customer, acting in its proprietary capacity, warrants by its/their signature that the requisite approval has been obtained to bind any authority having jurisdiction over the Premises including the requisite authority sufficient to bind Customer to agreements of the size, nature and term covered by this Agreement.

2.0 LOCATION

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit B attached hereto (the "Premises") except as set forth below.

2.2 Customer acknowledges and agrees during the original or any renewed term of this Agreement that if Customer commences operations at any location other than the Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.0 TERM

3.1 The term of the Agreement shall commence upon the first use of Services and shall continue for a period of two (2) years from that date. This Agreement shall be automatically renewed for successive terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 10.1 below.

3.2 Upon cancellation by Customer, Pay Tel has the right to match the financial and service conditions of any competitive proposal under consideration, and upon Pay Tel's written agreement to do so, it shall be entitled to retain the contract for an additional two (2) year term.

3.3 Unless specifically exempted in Exhibit A, Customer shall not allow any other party the right to supply the same or similar Services at the Premises during the original or any renewed term of this Agreement.

4.0 COMPENSATION

4.1 Customer agrees reasonably to assist Pay Tel in its efforts to prevent losses and fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent activity whether such perpetrators are located inside or outside the Premises.

4.2 The parties acknowledge and understand that this Agreement is subject to the provisions of state and federal laws and regulations, and Pay Tel can only provide Services in compliance with all applicable rules and regulations, including those rules and regulations promulgated by the Federal Communications Commission ("FCC") and state Public Utility Commissions ("PUCs"). If there are any changes or new interpretations of existing laws or regulations by the FCC, PUCs or any other governmental body that conflict with the terms of this Agreement, the parties hereto understand and agree that the provisions of this Agreement will need to be amended to conform to those legal requirements. If Pay Tel is aware of the likely passage or promulgation of any material change to law or regulation, it will endeavor to give as much notice as possible of the pendency of such change. As soon as Pay Tel has actual notice of any change that materially affects the terms of this Agreement, it will provide Customer at least twenty (20) days prior written notice of any change that will require amendment of this Agreement. If Customer objects to any such change in writing within twenty (20) days of receipt of notice, Customer's objection will be resolved by application of the dispute resolution provision of Section 8.2. During the pendency of the dispute, however, any proposed amendment made to conform to state or federal law will be deemed to be in effect.

4.3 Pay Tel will make compensation payments as set forth in Exhibit C. This Exhibit C will be modified in the event of a material change in the operation of the facility as further described in Section 4.4

4.4 Any compensation required to be paid under this Agreement is based on information provided by Customer and contingent on the cooperation of Customer as well as Customer's vendors whose services affect Pay Tel's ability to earn revenue. Customer understands and agrees that any material change to this cooperation or events as set forth in this section may constitute a material change to the information upon which Pay Tel reasonably relied to set the compensation rates set forth in this Agreement. If there is a material change in cooperation or regulations that affect this Agreement, Pay Tel and Customer will work together to modify the terms of this Agreement in light of both the Customer's and Pay Tel's respective interests.

The following list provides examples of items that will affect the generation of revenue for Customer and Pay Tel,

1. A sustained reduction in Inmate population.
2. Unreasonable restriction of inmate access to Pay Tel Services during normal awake hours (even restrictions imposed for security or disciplinary purposes.)
3. Other restriction of Pay Tel's ability to provide comprehensive inmate communications Services defined in Exhibit A.
4. Interference or lack of cooperation by Customer- selected-vendors such as the provider of Jail Management Software and/or Commissary companies whose lack of cooperation, for example, would inhibit Pay Tel's ability to commence or fully implement the installation of its equipment or provision of services to enable real-time transfer of money for the purpose of debit calling and/or messaging,
5. Lack of availability of products or services anticipated by this Agreement.
6. Any other action by Customer or Customer-selected vendors that unreasonably impede the use of Pay Tel equipment and Services by Inmates.
7. Regulatory changes that prohibit or mandate current pricing for Services.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

5.1 Pay Tel will provide, install and operate equipment at the Premises necessary to provide the Services set forth in Exhibit A attached hereto.

5.2 The placement of any equipment to be provided at the Premises will be determined by Pay Tel in consultation with the Customer and may be adjusted as necessary.

5.3 In the event that Pay Tel has agreed to provide limited free services, such services are understood to be provided only as set forth in Exhibit D. Paragraph 4.4 is incorporated into this paragraph by reference.

5.4 Unless otherwise provided in Exhibit C, all Services will be provided by Pay Tel at its expense.

5.5 Customer will provide space and necessary utilities to support the provision of Services.

5.6 Pay Tel will charge rates for all Services that are compliant with the FCC and any applicable PUC.

5.7 Any equipment provided by Pay Tel hereunder associated with the operation of the Services is agreed by Customer to be the personal property of Pay Tel and is not intended to be a permanent fixture. It is the express intention of both Customer and Pay Tel that such equipment is and shall continue to be personal property of Pay Tel. All equipment provided by Pay Tel in connection with its services will be removed by Pay Tel at the end of the term of this Agreement, including termination of this Agreement pursuant to Paragraph 8.1 hereof. Following termination for whatever reason, Pay Tel shall have the absolute right to recover its Equipment at any reasonable time wherever it is then located. Customer agrees to provide access and to facilitate such removal. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.8 Pay Tel agrees to maintain its equipment in good operating condition, as further described in Exhibit E herein. In order to do so, Pay Tel shall have the right during normal business hours to enter the Premises to perform necessary maintenance and repairs as well as for purposes of inventory control. In order to trigger a service event, Customer must promptly notify Pay Tel of any malfunctions or loss of service.

5.9 Nothing herein shall require or obligate Pay Tel to perform maintenance or repairs to equipment that Pay Tel did not install or separately agreed in writing to repair or maintain.

5.10 Pay Tel agrees that its equipment will conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Customer shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

6.0 LIMITED LICENSE

In order to allow Services, Customer hereby grants to Pay Tel's employees and to the company a limited license to act under its law enforcement authority to record and manage inmate communications. Call recordings, emails or other electronic information ("Electronic Data") may be in Pay Tel's custody or control for periods of time and such custody and/or control shall be deemed under the authority of Customer's law enforcement personnel and any direction from Customer to Pay Tel and its employees with respect to such Electronic Data shall be deemed to be under a limited license to provide such data to law enforcement officials or to use for legitimate business purposes. Pursuant to this Agreement, Customer grants to Pay Tel a perpetual limited license to a) comply with requests submitted to Pay Tel by

any representative of Customer; b) disclose electronic data or physical forms of such data to Customer's representatives; c) utilize such data in order to perform functions necessary to provide Services; d) monitor such data to prevent fraud; e) monitor such data for equipment quality control and maintenance purposes; f) use the data in connection with legitimate business purposes; and g) Pay Tel will notify Customer's designated administrative contact of any requests to Pay Tel from Law enforcement or other authorities as soon as is practically possible.

7.0 Termination

7.1 Customer may terminate this Agreement in the event of an uncured material breach. Customer shall be required to give written notice to Pay Tel of any alleged material breach in strict conformance with Paragraph 9.1. Pay Tel shall have a right to cure any such breach within thirty (30) business days of receipt of written notice. This thirty (30) day cure period will be suspended and must be extended for an additional ninety (90) days if such cure has begun, is being diligently pursued but cannot reasonably be effected within the initial thirty (30) day period. Additional extensions may be granted by mutual agreement.

7.2 In addition to objections arising under Section 4.2, or if any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Sheriff and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to section 10.6 of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Sheriff.

8.0 SUCCESSORS IN INTEREST

8.1 Customer agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment for use in providing Services. . This Agreement shall be binding upon the successors and assignees of both Customer and Pay Tel, including, without limitation, any financial institution providing financial accommodations to Customer or Pay Tel.

9.0 MISCELLANEOUS PROVISIONS

9.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Customer addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of receipt shall be deemed to be the date of giving such notice.

9.2 This written document, including Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Customer and Pay Tel.

10.3 This Agreement shall be construed in accordance with the laws of the State of North Carolina.

10.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

10.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.

10.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the commercial rules governing arbitration of the American Arbitration Association. The exclusive venue for such arbitration shall be Greensboro, North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed and judgment entered by any court having jurisdiction over the parties.

10.0 LIMITATION OF LIABILITY

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, PAY TEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY CAUSE OR CIRCUMSTANCE INCLUDING WITHOUT LIMITATION, LOSS OR CORRUPTION OF ELECTRONIC INFORMATION DUE TO BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER FAULT OR CIRCUMSTANCE. FURTHERMORE, PAY TEL'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF COMPENSATION OTHERWISE DUE CUSTOMER DURING THE PERIOD IN QUESTION OR THE PRECEDING ONE YEAR PERIOD, WHICHEVER IS SHORTER.

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

ROWAN COUNTY SHERIFF'S OFFICE

PAY TEL COMMUNICATIONS, INC.:

By: _____ (Seal) By: _____ (Seal)

By: _____ (Printed) By: Vincent Townsend (Printed)
Authorized Agent for Customer

Date: _____ Date: _____

Attest: _____ Attest: _____

Account Representative: _____

Address: _____

Address: Post Office Box 8179
Greensboro, North Carolina 27419

Phone: _____

Phone: 866-729-8352

EXHIBIT A

EXACT QUANTITIES WILL BE SPECIFIED FOLLOWING A COMPLETE SITE SURVEY

SERVICES & EQUIPMENT

The following equipment and services are provided for use at no cost to Customer in consideration for the exclusive right to provide inmate communications services to the Facility including, but not limited to phone calls, messaging, and visitation throughout the duration of this Agreement.

Services Included:

CenturionITS™ Inmate calling via phone, tablet or kiosk

- Direct Billed Collect
- Prepaid Collect
- Debit (and/or Debit Card)

inteleVISIT™ Video Visitation

inteleTABLET™ Multifunction Inmate Tablets

Equipment and Service Summary

Fully Automated Collect, Prepaid Collect and Debit Calling

- ___ Stainless Steel Inmate Telephone Instruments (Standard Wall Mount)
- ___ Stainless Steel Inmate Telephone Instruments (Hands-Free Wall Mount)
- ___ Stainless Steel Inmate Telephone Instruments (Cart Mounted)
- ___ Video Relay Service (VRS) Tablet or Kiosk
- ___ inteleVISIT™ Video Visitation units (Visitor)
- ___ inteleVISIT™ Video Visitation units (Inmate)
- ___ inteleTABLET™ Devices
- ___ inteleTABLET™ Charging Stations
- ___ Applications on Tablets
 - ___ Messaging (Required)
 - ___ Pathway to Achieve Education
 - ___ Entertainment (movies, music & games)
 - ___ Lending Library
 - ___ Law Library (Optional)
 - ___ Pathways to Faith - inspirational videos
 - ___ Commissary Ordering (Optional)
 - ___ Inmate Handbook
 - ___ Opioid Information
 - ___ PREA Information

Secure Access to ITS from County PCs and/or Laptops

Sufficient redundant storage capacity to support 7 years of call detail records, 2 years of call recordings, 2 years of messages, and 90 days of video visits and video messages.

EXHIBIT B

PROPERTY DESCRIPTION

The Premises which is the subject of this Agreement:

Rowan County Detention Center
Rowan County Detention Center Annex

EXHIBIT C

RATES & COMPENSATION***Inmate Phone Calls***

Call Type	Pay Tel Per Minute Rate	Facility Compensation
Local	\$.15	72%
IntraLATA	\$.15	72%
InterLATA	\$.15	72%
Interstate	\$.15	72%
International 10-Digits – Canada, Puerto Rico, US Virgin Islands, Guam	\$.15	72%
International Mexico	\$.15	72%
International Other	\$.15	72%

**Applicable local, state and federal taxes and mandatory regulatory fees will be applied in addition to the above rate per minute without markup or additive.*

Other Services

Service	Rate	Facility Compensation
inteleMESSAGE™	\$.25 per message	20%
inteleVISIT™	\$.30 per minute	20%
InteleTABLET™ Paid Entertainment	\$.03 per minute	N/A

EXHIBIT D

SPECIAL CONFIGURATION SETTINGS

Free Calls

Description	Quantity	Duration Limit
TBD		5 Minutes

Other

Description	Setting
Default Call Duration Limit	15 Minutes
Default Phone Operating Hours	08:00 – 20:30

EXHIBIT E

SERVICE COMMITMENT

Pay Tel will use its best efforts to satisfy its customer and will operate generally in accordance with the following:

Local Representation

All local technicians utilized for this project will be trained by Pay Tel and certified to perform all potential repairs associated with the proposed inmate telephone service.

On-Site Inventory of Spare Equipment

Pay Tel will provide and maintain on-site inventory of spare components to minimize the time to repair. Where possible, rack mounted spares will be pre-installed and ready to be swapped in the event of component failure.

Service Response Commitment**PAY TEL SERVICE ACTION LEVELS****ROUTINE TELEPHONE INSTRUMENT REPAIR COMMITMENT**

Level	Definition	Commitment**
Minor Telephone Repair	Less than 20% of the phones in any given living unit or pod are in need of repair	Repair to be performed within three (3) business days.
Major Telephone Repair	20% or more of the phones in any given living unit or pod are in need of repair	Repair to be performed during special scheduled visit as requested by Facility point-of-contact.

*** Pay Tel reserves the option to combine specially scheduled Telephone Repair visits with upcoming preventative maintenance activity planned for later the same month.*

OPERATIONS CENTER PREVENTATIVE MAINTENANCE COMMITMENT

Routine Maintenance is the proactive work to address service enhancements, architecture modifications, infrastructure upgrades, and equipment replacement or reconfiguration.

Pay Tel will make every attempt to perform server maintenance at Pay Tel's corporate data center and disaster recovery site during our normal maintenance window of 1am thru 6am EST. If server maintenance will result in system downtime, facilities will be notified via a bulletin on the Administrator interface with a minimum of 24 hours notice under normal circumstances.

Pay Tel's Inmate Telephone Service System (ITS) has been designed to minimize service interruption and ensure a carrier class level of uptime. Through the use of 24/7 monitoring of all critical systems to the utilization of redundant equipment at every layer Pay Tel strives to provide a 99.999% service level to all of our customers.

Pay Tel commits to a proactive approach to service and support, including preventative maintenance (as further described in the table below) and routine repairs of phone instruments. If a service call is initiated prior to a scheduled site visit, the local technician may opt to perform preventative maintenance while on site following the repair activity.

ON-SITE PREVENTATIVE MAINTENANCE COMMITMENT

Item	Description	Commitment
Preventative Maintenance	Pay Tel will schedule a Preventative Maintenance (PM) Visit to the Site a minimum of once per quarter to complete any open phone repairs and to inspect inmate telephones and related equipment as outlined in Pay Tel's Preventative Maintenance Checklist.	Scheduled PM Visit (minimum) once per quarter

** Pay Tel is not liable for penalties if preventative maintenance visit is cancelled or rescheduled by the Facility.*

The following chart outlines the three Service Level Agreements for System Service Outages.
Preventative Maintenance and Routine Phone Repair Commitments are addressed on the previous page.

PAY TEL SERVICE ACTION LEVELS for ITS SYSTEM SERVICE OUTAGE

<u>Level</u>	<u>Definition</u>	<u>Time-Line</u>	<u>Commitment</u>	<u>Notification Intervals</u>
ALL	ALL Issues	<15 Minutes	Initial Response: to generate trouble ticket Assess Issue & Assign Severity Level	
1 – Minor	Less than 10% of the system is not responding	< 2 Hours No Later than Next Business Day No Later than Next Business Day	Follow-up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation	2 Hours 6 Hours 12 Hours Next Business Day
2 – Serious	Between 10% and 25% of the system is not responding	< 1 Hour <12 Hours <12 Hours <1 week	Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation Post-event Report & action plan to avoid future issues of this kind (if applicable)	30 Minutes, 2 Hours 4 Hours 12 Hours
3 - Major	Over 25% of the system is not responding	< 30 Minutes <4Hours <4 Hours <1 week	Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation Post-event Report & action plan to avoid future issues of this kind (if applicable)	30 Minutes 45 Minutes 2 Hours 4 Hours

*Note: On-site commitments may be adjusted as agreed or required by the designated County Contact.
(All times noted are measured from the time an issue is reported.)*

NC CERTIFICATION



NORTH CAROLINA Department of The Secretary of State

CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

PAY TEL COMMUNICATIONS, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 12th day of August, 1986, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



Certification# 89872528-1 Reference# 9942059-cs Page: 1 of 1
Verify this certificate online at www.secretary.state.nc.us/verification

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed my official seal at the City
of Raleigh, this 5th day of February, 2010.

Elaine F. Marshall

Secretary of State

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Added Value Options



INMATE TABLETS

Time Saving

- Applications that save staff time
- Self-service charging stations

Free Resources

- Risk/Needs Assessment guides inmate to meaningful courses
- Pathway to Achieve™ – Industry's best education and life skills programming
- Entertainment as incentive for education achievement

Patented Design

- Impact-absorbing case with non-slip surface
- Stands by itself or lies at an incline for user comfort
- Pogo pin charging eliminates cords

"If it gives them the tools they need to not return to jail, make better choices, and make better decisions, then we're all about that. And I think it's just a big advantage for these inmates to have."

Sheriff Janis Mangum,
Jackson County, GA



PAY-TEL
INMATE COMMUNICATIONS INTEGRITY

www.paytel.com
866.729.8352 x105
sales@paytel.com



INMATE TABLETS

We are constantly working to expand the scope and functionality of our inmate tablet which already includes a wide array of proprietary apps and functions.

Pay Tel's inteleTABLET™ Current Applications Include:

- Phone
- inteleMESSAGE™
Secure Inmate Messaging
- PATHWAY to Achieve™
Incentivized Education Resources
- Entertainment
Movies and Music
- Law Library
- Free Lending Library
- inteleSCAN™
Mail Scanning
- Rise4me™
Local Reentry Resources
- Faith and Worship App
- Career One Stop
- My Facility
Facility Document App



PATHWAY TO ACHIEVE™

EDUCATION

Impactful and Engaging

- Content filled with graphics, video, audio, and interactive media
- New courses and content every month
- Risk/Needs Assessment guides inmates to meaningful courses in categories such as Substance Abuse, Family/Social Relationships, Attitude, Health, Vocational, and Education
- Intuitive Learner Dashboard: quick access to coursework, progress, and achievements

Rewards

- Learning Levels and Certificates earned for completed coursework
- Credits earned for achievements; spend credits on movies, games, and music

Administration

- Administrator Dashboard: view courses, create teams to group inmates, and manage inmate access
- Team leaders can assign coursework and monitor progress
- Dynamic reporting

Pathway to Achieve: a holistic approach to empowerment, improvement, and stronger communities.



🌐 www.paytel.com
☎ 866.729.8352 x 105
✉ sales@paytel.com



INCENTIVIZED, FREE EDUCATION RESOURCES



Pathway to Achieve™
Inmate Dashboard



Pathway to Faith
Materials



Library Portal

Ask us about all the
other great Pathway
to Achieve content
on our inmate
inteleTABLETS.™

Real and Lasting Value of Pay Tel's Proposed Solution

In addition to the value represented by the commissions offered, Pay Tel's approach to education through our Pathway to Achieve™ has tremendous tangible value:

Real Value of targeted courses **specifically designed for maximum impact to inmates**

Real Value of courses offered – upwards of **\$619 thousand per year*** if this breadth of courses is offered to all inmates in a traditional manner

Real Value of incentive model – potential for industry leading inmate engagement of up to **97% engagement rate for inmates** with education and self-improvement courses, proven positive outcome and significant potential for reduction in recidivism.

Real Value of Reducing Recidivism – The Rand Study "Evaluating the Effectiveness of Correctional Education" proved that individuals who participate in correctional education programs had a **43% lower odds of re-offending** than those who did not. The potential result of that reduction is better outcomes for released citizens, safer communities and reduced cost of detention.

"Providing inmates with free educational opportunities can yield many benefits, including calmer, safer detention environment, reduced costs to jails and increased value to the local community. Our findings on Pay Tel's Pathway to Achieve™ indicate that newly released citizens will be better educated, have better coping strategies, be better prepared for work and family obligations and less likely to reoffend which has a significant positive impact to the community."

Thomas E. Dearden, Ph.D.

"The Estimated Value of the Pay Tel InteTABLET™ with Pathway to Achieve™
2021

* If Rowan County were to implement traditional education on these subjects for all inmates, we estimate the cost to deploy is as follows:

Cost of Traditional Education per Inmate

Program	Per Inmate
Mental Health	\$232.70
Substance Abuse	\$312.89
Physical Health	\$31.49
Vocational Training	\$400.72
General Education	\$241.57
Parenting	\$210.00
Literacy & Language	\$143.22
Financial Literacy	\$54.80
Anger Management	\$24.95
Relationships	\$78.75
TOTAL	\$1731.09

358 Inmates x \$1,731.09 =

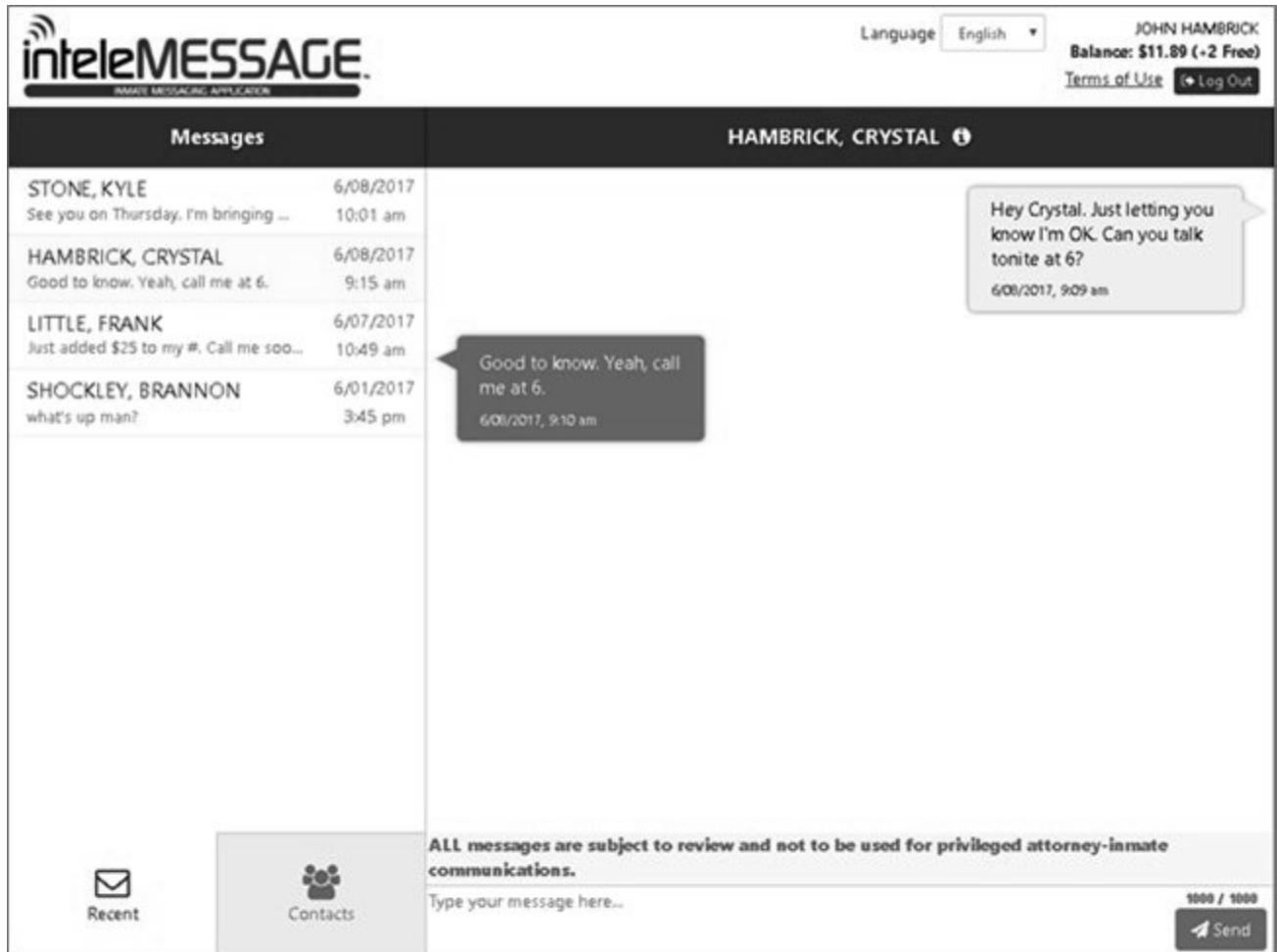
\$619,730 Annual Value

Offered AT NO COST to Rowan County.



Pay Tel's Inmate Messaging

inteleMESSAGE™ offers electronic messaging exchange between inmates and families and between inmates and the facility in a familiar messaging style. Conversations can be read and composed via an application on the inmate tablets and are designed to be another form of two-way communication between inmates and their friends/family. All messages are stored and are searchable for investigative and security purposes.



inTeLeTABLET™ DELIVERS SIGNIFICANT FACILITY BENEFITS

- **Calming Effect on Inmates**
 - Increases options to communicate with family and friends
 - Phone Application
 - Secure Messaging Application
 - Eliminates wait time for phones
 - Reduces altercations between inmates – reduces need for officer intervention
 - Personal Briefcase – access to scanned postal mail
- **Pathway to Achieve™ Incentive-based education**
 - Individualized Risk/Need Assessment creates a personalized set of recommended courses
 - Expansive list of courses covering key subjects ranging from anger management to addiction
 - Opportunities for personal growth and improvement including GED, parenting, job skills and improving personal relationships
 - Administrative portal which allows facility users to monitor inmate educational progress and participation
 - Real value as inmates are less likely to re-offend when given the opportunity to take educational courses
 - Incentive-based education provides certificates and entertainment credits for course completion
 - Entertainment options include:
 - Movies (rotating selection of 140+ movies and videos)
 - Music (over 40 different channels)
 - Games (over 40 games available)
- **Administrative applications on tablets streamline essential facility processes and save officer time**
 - Provide mandatory facility information for inmate review and acknowledgement as prerequisite for tablet use
 - Inmate handbook
 - PREA information (document or video)
 - Other facility documents
 - Law library





VIDEO VISITATION

Convenient and Safe

Covid-19 has limited everyone's face-to-face interactions with family and friends. Boost inmate morale by allowing inmates to visit with their loved ones safely.

Time Saving

- No need to move inmates
- Decreases lobby traffic
- Minimal facility administration required

Secure

- Ability to monitor visits
- Option to pre-approve visits and visitors
- Visits are recorded for review as needed

Video Visitation is in high demand. Contact us today to schedule a demo and identify a solution to fit your facility's needs!



🌐 www.paytel.com
☎ 866.729.8352 x105
✉ sales@paytel.com



Pay Tel offers a robust video visitation solution through our technology partner, HomeWAV. This effective product offers proven technology, time-saving benefits, and security.

Remote visits include inmates visiting via in-pod units and visitors calling from the comfort of their own homes, or via a convenient app which can be used on most cell phones and tablets. Remote visits are offered at a reasonable cost to the consumer based on the actual duration of the visit. On-site visits are supported via lobby kiosks for visitors and are offered at no charge.



- Convenient visitation payment processing through PayPal
- Free app for Android and Apple mobile devices
- Reasonable \$.30 per minute remote visitation fee
- No rigid visitation schedules to maintain
- In-pod kiosks eliminate the need to move inmates for visits
- Remote visits provide improved environment for visitation with children
- Supports video arraignment

inteleVISIT™ also provides the following important management features:

- | | |
|--|--|
| Recording of Video Visits and on-line storage for 3 months | Usage Statistics |
| Ability to Monitor Visits in Progress | Flexible Reporting Options |
| Visit Search and Playback | Option to Pre-approve Visits/Visitors |
| Downloadable Recordings | Password Protected Administrative Access |
| Recording Exception for Professional Visits | |

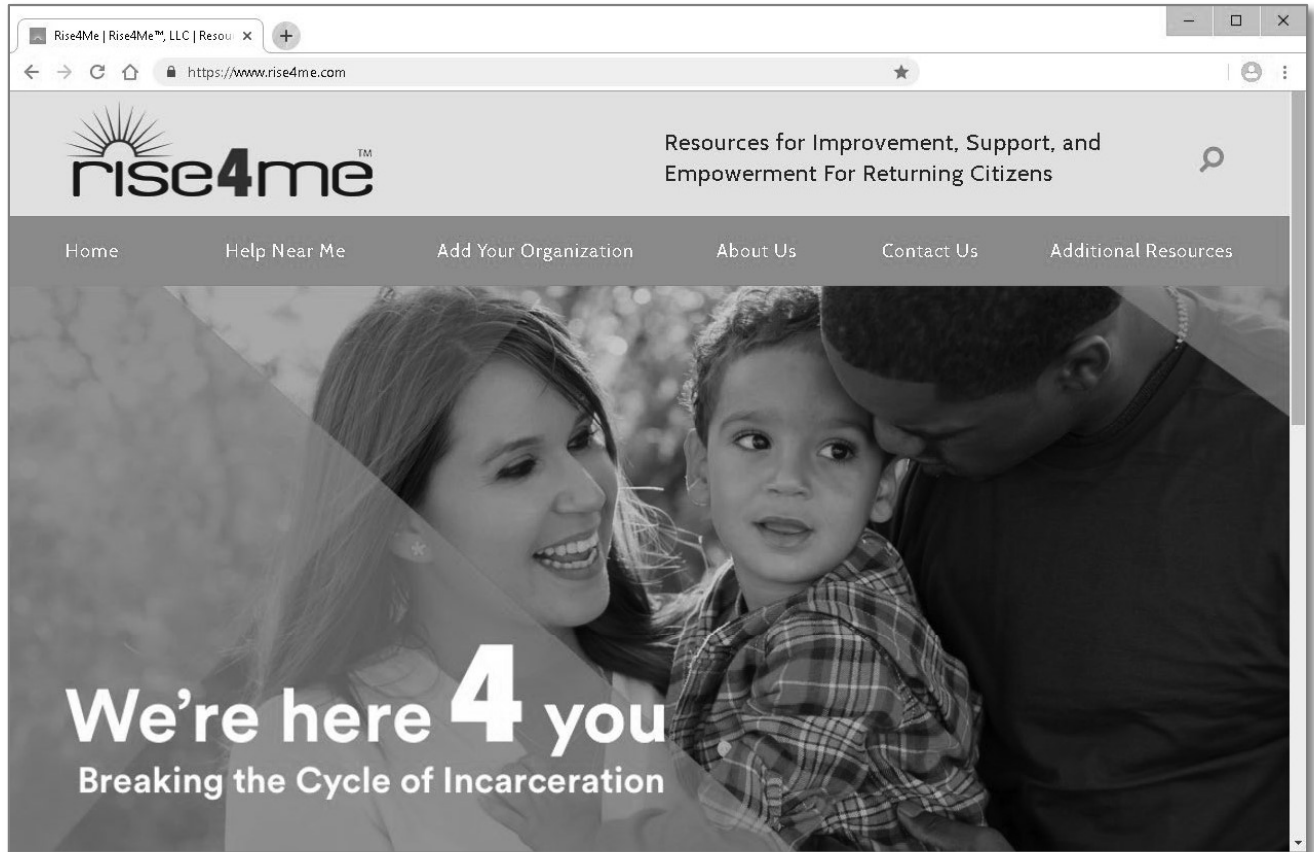


Rise4Me™ is a public service offered by Pay Tel Communications that is solely dedicated to providing returning citizens and their families with information about resources to aid in the successful reentry into society. Rise4Me™ resources will be hand-picked to meet the needs of Rowan County for current and former inmates, friends and family. Rise4Me™ can function as an independent service or as a beneficial supplement to established Rowan County reentry efforts.

The Rise4Me™ website provides Resources for the Improvement, Support and Empowerment for returning citizens. On the Help Near Me page a special drop-down will be prepared in coordination with Rowan County. The Additional Resources page includes multiple regional, state and national programs and services available to help returning citizens.

Key benefits include:

- Compile and share reentry resources for Rowan County Public and Faith-based Organizations
- Build community support for reentry
- Assist in reducing recidivism
- Outreach to public, returning citizens, and their families
- No cost to the County, agencies or families
- Comprehensive program designed to communicate program availability to community, released inmates, friends and family
 - Lobby posters
 - Tri-fold brochure for friends and family
 - Wallet cards provided to inmates upon release
 - Press release template
 - Social media release template



Pay Tel will provide Rowan County Sheriff's Office with posters and brochures for your lobby/visitation areas and wallet cards that can be provided to inmates upon release.



RFP Tabulation Form
RFP #2022-028 Inmate Communications System

Bidders	Max Points	Criteria			
		50% Cost	50% Services Provided	Total Possible Score (10)	Notes/Comments
Encartele, Inc	5	14	10	6.00	Guarantee income \$300,000, price is by MB no minute, governing law is Nebraska, Internet must be provided by County, how do we compare rate of 0.30/MB to other minute rates, Higher % on calls and average rate is similar to others \$0.18 w/ 85% commission no customer list; required inmate count, seems to simple in approach not much detail in RFP / This company uses MB instead of minutes to calculate.
ICSolutions Advanced Technology	5	16	13	7.25	9 NC Counties; Provide 2 options for rate and commissions; change the state of law to Texas. I like the \$0.09 and 50% commission / They need to provide tablet ratio of 1:1
NCIC Inmate Communications	5	8	16	6.00	\$30,000 technology grant; Messaging has different rates for photos and Giffs would we allow those; Rates on calls change depending on country; Several NC clients; Governing law in Contract needs to be NC not Texas; calls \$0.17 64% commission / Explain what the tech grant can be used for
Paytel Inmate Communications Integrity	5	13	17	7.50	Several NC customers; Check with previous customers as to why they are no longer with paytel; can block 3-way calls Liked the layout; for most calls \$0.15 and 72% commission / Good PM and support programs/ 0% comm on ent.; If Ent. Comm. was applied their revenue score would go
Securus Technologies	5	12	10	5.50	Securus; Liked the layout; Rates given in 3 options I would go with option 2 \$0.15 per minute 68% commission on voice but only 20% on others \$0.05 rate with no commission does not seem right. / Track record of unresponsiveness
Smart Communications	5	13	11	6.00	PG 14 messaging allows photos, propose 1:1 tablets; tablets/equipment no cost to inmate, What about services? Robeson County Jail, Lumberton, NC; State of law FL; PG 88 cruise would not be able to accept; I liked how they responded to each section. Rates 4 options Option 4 offers best rate to inmate \$0.09 and still 50% commission

Reviewer:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: May 4, 2022
SUBJECT: Schedule Public Hearing for June 20, 2022 for Road Closure Request

REQUEST

Duke Energy Carolinas, LLC has submitted a petition requesting the Commission schedule a public hearing for its June 20, 2022 meeting to consider closing an unopened portion of Harold Street.

As per Exhibit A, Duke Energy owns the surrounding parcel (TP:650.2-016) that will be impacted by the closure.

RECOMMENDATION

- Adopt the Resolution declaring the Commission's intent to close the portion of Harold Street petitioned by Duke Energy Carolinas, LLC
- Authorize the Chairman to sign the Resolution
- Schedule Public Hearing for the request on June 20, 2022
- As required by NCGS 153A-241, direct Duke Energy Carolinas, LLC's attorney, James L. Carter, Jr., to cause notice of the hearing to be published for 3 consecutive weeks; provide notice of the resolution to each property owner adjoining the road; and prominently post notice of the hearing in at least two (2) places along the road.

ATTACHMENTS:

Description	Upload Date	Type
BoC Resolution	5/6/2022	Resolution Letter
Duke Energy's Petition to Close Harold Street	5/4/2022	Backup Material
Exhibit A: Road Closure Survey	5/6/2022	Resolution Letter
Exhibit B: Metes and Bounds Description	5/4/2022	Exhibit
Map Book 9995 Page 821 (Erskine Record Plat)	5/9/2022	Backup Material
NCGS 153A-241	5/4/2022	Backup Material

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



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

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180 • FAX 704-216-8195

RESOLUTION TO CLOSE HAROLD STREET EAST OFF THE 700 BLOCK OF DUKEVILLE ROAD (SR#2175) IN THE COUNTY OF ROWAN AND STATE OF NORTH CAROLINA

WHEREAS, Duke Energy Carolinas, LLC has filed a petition to close an unopened portion of a street identified as "Harold Street" on the record plat entitled, "Duke Power Company, Buck Steam Station, Erskine Subdivision" located in Map Book 9995 Page 821 in the Rowan County Register of Deeds Office. The proposed closure is depicted on a survey map marked "Exhibit A" and is more particularly described by metes and bounds in a document marked "Exhibit B," both of which are available for inspection in the Office of the County Manager, Rowan, North Carolina; *and*

WHEREAS, the procedure for closing roads or easements outlined in the North Carolina General Statutes, Section 153A-241 requires that the Board of Commission first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said Statute further requires that the resolution shall be published once a week for three successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the public road or easement as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said road or easement.

NOW, THEREFORE, BE IT RESOLVED, by the Rowan County Commission that at its May 16, 2022 meeting it intends to consider closing the aforementioned portion of Harold Street as petitioned by Duke Energy Carolinas, LLC. This segment of road is depicted on a survey map and by a metes and bounds description available for inspection in the County Manager's office, and hereby calls a public hearing on the question to be held at 6:00 p.m., on Monday, the 20th, day of June, 2022, at 130 West Innes Street, Salisbury, NC 28144.

AND FURTHER BE IT RESOLVED, that the Commission hereby directs Duke Energy Carolinas, LLC's agent, Attorney James L. Carter, Jr., to cause notice of this hearing to be published in the Salisbury Post once a week for three successive weeks and provide a copy of this resolution to all property owners adjoining the road, as required by N.C.G.S. 153A-241.

This the 16th day of May, 2022.

Gregory C. Edds, Chairman

Equal Opportunity Employer



recycled paper

CERTIFICATION

I, Carolyn Barger, Clerk to County Commission of Rowan County, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commission of the County of Rowan, North Carolina in its meeting convened on the 16th day of May, 2022.

WITNESS my hand and corporate seal of the County of Rowan, North Carolina, this the ____ day of _____, 2022.

Carolyn Barger, County Clerk

Petition to Rowan County, a body Politic,
by Duke Energy Carolinas, LLC, Owner,
to close Portion of Harold Street, Rowan County, NC:

WHEREAS, Duke Energy Carolinas, LLC owns the land described in Deed Book 800, page 244 which land is on both sides of Harold Street (which is an unopened street) in the County of Rowan from the eastern corners of Thomas Frank Sachese and Russell S. Smith and Linda Susan Carpenter to the Western line of Peggy H. Gobble and Reginald L. Gobble, Trustees of the Reginald L. Gobble and Peggy H. Gobble Revocable Trust; and

WHEREAS, such Harold Street that is petitioned to be closed is a dead-end street which was never built and is as shown in a map marked "Exhibit A," and is more particularly described by metes and bounds in a document marked "Exhibit B," both of which are available for inspection the Office of the County Manager, Rowan, North Carolina; and

WHEREAS, the procedure for easements closing roads and outlined in the North Carolina General Statutes, Section 153A-241 requires that the Board of Commission first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said Statute further requires that the resolution shall be published once a week for three successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the public road or easement as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said road or easement;

WHEREFORE, the Petitioner hereby requests the Board of Rowan County Commissioners to call a public hearing for the consideration of such requested closure with publication of such public hearing, posting of such property with notice of such proposed closure and notice by mail to the adjoining property owners all as required by law.

This the Mar 31, 2022 day of Mar 31, 2022, 2022.


Duke Energy Carolinas, LLC
BY: 
Name: Martha Purser
Title: Manager Land Services

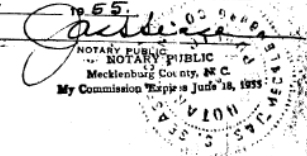
EXHIBIT "B"

Beginning at an existing iron at the northeast corner of Russell S. Smith and Linda Susan Carpenter as recorded in Book 625, page 639; thence North 1 deg. 20 min. 489 sec. East 60.00 feet to an iron at the southeast corner of Thomas Frank Sachse and wife, Michelle Lynn Saches; thence with Duke Energy Carolinas, LLC along the northern margin of the right of way for Harold Street (unopened) South 88 deg. 40 min. 16 sec. East 631.54 feet to a pipe in the line of Reginald L. Gobble and Peggy H. Gobble Revocable Living Trust land described in Book 1183, page 110; thence with Gobble South 02 deg. 49 min. 57 sec. West 47.98 feet passing over a pipe and continuing 12.14 feet to a pipe at the corner of Duke Energy Carolinas, LLC and Gobble; thence with Duke Energy Carolinas, LLC North 88 deg. 39 min. 43 sec. West 629.98 feet to an iron at the northeast corner of Smith, said iron being the Point and Place of Beginning and such tract being the area within the right of way for Harold Street as shown on plat by Dustin Spillman, PLS for Duke Energy dated April 8, 2021, such plat incorporated herein by reference.

NORTH CAROLINA
MECKLENBURG COUNTY

I, B.E. Kirkman SURVEYOR
BEING DULY SWORN, SAY THAT THIS MAP IS CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF AND WAS COMPILED
FROM AN ACTUAL SURVEY MADE BY ME, SAID SURVEY BEGIN-
NING ON THE 24TH DAY OF MAY
1955 AND COMPLETED ON THE 2ND DAY OF
JUNE 1955

SWORN TO AND SUBSCRIBED BEFORE ME THIS SEVENTH
DAY OF JUNE 1955
J. E. Kirkman
NOTARY PUBLIC
Mecklenburg County, N.C.
My Commission Expires June 18, 1955



NORTH CAROLINA
Rowan County

THE FOREGOING CERTIFICATE OF J. E. Kirkman
A NOTARY PUBLIC OF Mecklenburg COUNTY, IS
ADJUDGED TO BE CORRECT. LET THE INSTRUMENT WITH THE
CERTIFICATE BE REGISTERED.
WITNESS MY HAND THIS 8th DAY OF JUNE
1955
Flarence P. Freese
Deputy Clerk Superior Court

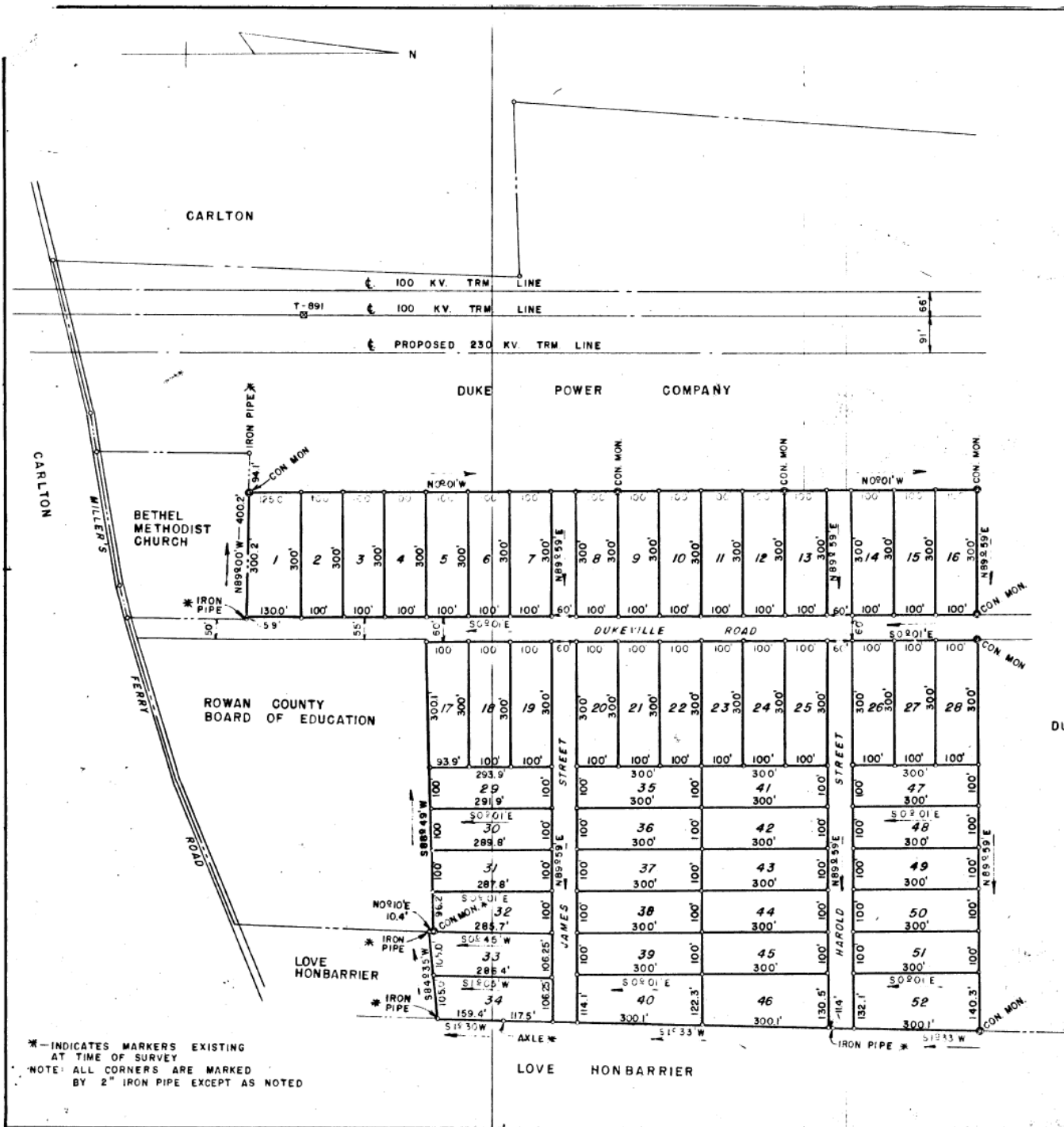
OFFICE OF REGISTER OF DEEDS
FOR ROWAN COUNTY
Salisbury, N. C.

Filed for registration at 10 o'clock A.M.
June 8, 1955 and registered
in Map Book page 821
Paul P. Stimpert
Register of Deeds for Rowan County, N. C.

DUKE POWER COMPANY

DUKE POWER COMPANY
BUCK STEAM STATION
ERSKINE SUBDIVISION
PROVIDENCE TOWNSHIP
ROWAN COUNTY, N.C.

SCALE: 1" = 200' JUNE 6, 1955
MISC. TRANSIT BK. # 102 FILE NO. 102-45



* - INDICATES MARKERS EXISTING
AT TIME OF SURVEY
NOTE: ALL CORNERS ARE MARKED
BY 2" IRON PIPE EXCEPT AS NOTED

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 5/4/2022
SUBJECT: NC State Highway Patrol Hangar Lease (Hangar 20)

The current NCSHP lease expired on April 30th, 2022. The State sent over a new lease agreement requesting to continue leasing the hangar for three years or until the new Public Safety Hangar is complete and ready for occupancy. The new lease rate will be \$1,363.00 monthly.

Approve the lease for signature.

ATTACHMENTS:

Description	Upload Date	Type
NCSHP_RUQ Hangar 20 Lease	5/4/2022	Exhibit

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2022, by and between, **COUNTY OF ROWAN** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee.

WITNESSETH:

THAT WHEREAS, North Carolina Department of Public Safety, Division of Law Enforcement State Highway Patrol has requested and approved the execution of this instrument for the purposes herein specified; and,

WHEREAS the parties hereto have mutually agreed to the terms of this Lease as hereinafter set out

NOW THEREFORE, in consideration of the premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the terms and conditions hereinafter set forth, those premises or office and hanger space, with all rights, privileges and opportunities thereto belonging and being in the City of Landis, County of Rowan, North Carolina, and more particularly described as follows:

Being +/- 450 net square feet of office space and 3,015 net square feet of hangar space located at 3670 Airport Loop Road, Salisbury, Rowan County, North Carolina (the "Premises").

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1st day of May 2022**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of April, 2025**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$16,356.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$1,363.00** Dollars, said rental to be payable within five (5) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee:
 - A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
 - B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal.
 - C. All utilities except phone and data.
 - D. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
 - E. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
 - F. All fire or safety inspection fees and storm water fee shall be paid by lessor.
 - G. All land transfer tax/fees imposed by the County or Town which the space is located.
 - H. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee. Occupation of the premises by the Lessee constitutes Lessee's acceptance of the premises.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted. The Lessee shall have no duty to remove and improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event lessee elects to remove its improvements or fixtures and such removeable causes damage or injury to the premises, lessee will repair only to the extent of any such damages or injury.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **County of Rowan, Attn: County Manager, 130 W. Innes St., Salisbury, North Carolina 28144-4326.** The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227.** Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSOR:
ROWAN COUNTY

By: _____(SEAL)

Gregory C. Edds, Chairman

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in the County and for the State aforesaid, do hereby certify that _____, personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 2022.

Notary Public: _____

Printed Name: _____

My Commission expires _____

LESSEE:
STATE OF NORTH CAROLINA

By: _____(SEAL)
Joanne Rowland,
Director of Purchasing & Logistics

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that **Joanne Rowland**, personally came before me this day and acknowledged that she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 2022.

Notary Public: _____

Printed Name: _____

My Commission expires _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All utilities, except telephone.
6. All maintenance of lawns, parking areas and common areas.
7. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
8. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
9. Internal and external signage to be customary (directory) to the building that will provide easy identification of the office by the general public. All other signage is to be provided by the Lessor as agreed upon by the County.
10. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
11. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
12. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but is not limited to: all partitions, demolition, and up fitting costs; building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

Signature of the Lessor

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: May 4, 2022
SUBJECT: Margaret C. Woodson Foundation Grant Award

Rowan County Department of Social Services and Rowan One Church One Child is seeking permission to accept the 2022 Margaret C. Woodson Foundation Grant in the amount of \$10,000. This grant will allow One Church One Child to purchase necessary bedding and other necessary items for abused and neglected children in Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Woodson Award Document	5/4/2022	Cover Memo

Award Agreement

Grant Conditions

*Additional award contingencies:

n/a

If you are required to submit additional information to meet contingencies listed above, please include attachments here. Files must be uploaded in PDF format on 8.5" x 11" paper with a portrait orientation.

Grant Award Information

Award Amount:

2022 Margaret C. Woodson Foundation Grant Program
Awarded On 04-28-2022, \$10,000

***Post Grant Evaluation Final Report Due Date:**

February 10, 2023

In the event that grant payment must be sent through postal mail, please confirm the following mailing address:

*Mailing address:

1813 E Innes Street

Mailing address line 2

*Mailing city:

Salisbury

*Mailing state:

North Carolina

*Mailing zip:

28146

*Can the above address be used to receive check payments sent through postal mail?

Grant Acceptance

Please sign below indicating your organization's intended acceptance or decline of grant funds. Organizations intending to accept this award must complete this section or grant funds will be forfeited. Your acceptance of this grant includes agreement to all terms and/or conditions.

*Note: Accepting or declining your grant award is a two-step process. You must complete this section AND select the **Accept** or **Decline** button located in the upper-right corner of your dashboard.*

*Do you certify that the executive director accepts this grant and all terms and conditions as stated above?

Should you need additional information, please contact David Snider at dsnider@fftc.org or 704.973.4528.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: April 21, 2022
SUBJECT: Schedule Public Hearing for FY 2022-23 Proposed Budget

The County Manager is working to finalize the proposed FY 2022-2023 budget, which must statutorily be provided to the Board prior to June 1, 2022. Once the County Manager provides the budget to the Board, the Clerk will need to publish the notice that it has been received and also include the date/time of the public hearing.

North Carolina General Statute 159-12 states:

(a) On the same day that he submits the budget to the governing board, the budget officer shall file a copy of it in the office of the clerk to the board where it shall remain available for public inspection until the budget ordinance is adopted. The clerk shall make a copy of the budget available to all news media in the county. He shall also publish a statement that the budget has been submitted to the governing board, and is available for public inspection in the office of the clerk to the board. *The statement shall also give notice of the time and place of the budget hearing required by subsection (b) of this section.*

(b) Before adopting the budget ordinance, the board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.

In anticipation of receiving the budget prior to June 1st, the Board is asked to schedule the public hearing for the FY 2022-23 proposed budget on June 20, 2022 at 6:00 p.m., or, as soon thereafter as the matter may be heard. The rules for the public hearing will be as follows:

- The length of comment for each speaker will be limited to three (3) minutes to address the Board and comments shall be restricted to the subject of the hearing as advertised.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Caleb Sinclair
DATE: 5/16/22
SUBJECT: Allow Contract Negotiation for Solid Waste Collection System

On March 8, 2022 Rowan County received proposals from two (2) Waste Collection providers. After review of the two (2) proposals Environmental Services and Purchasing would like to move forward with contract negotiation with Republic Services to provide Solid Waste Collections for Rowan County. Rowan County has been with the current vendor Waste Management for several years and Republic has offered better pricing in the recent proposal. It is estimated that Republic will cost around \$290,000 for one year of service and Waste Managements proposal was around \$340,000.

Attached is the response from Republic Services.

Board of Commissioners to allow the Purchasing Director to negotiate a contract with Republic Services for solid waste collection system for Environmental Services Department.

ATTACHMENTS:

Description	Upload Date	Type
RFP Response Republic	5/4/2022	Cover Memo



PROPOSAL FOR
ROWAN COUNTY
SOLID WASTE COLLECTION SYSTEM
SUBMITTED ON MARCH 8, 2022



SUBMITTED BY:
Dana Chapman- Municipal Services Manager
131 Industrial Blvd., Mocksville, NC 27028
Dchapman2@republicservices.com
C 336-817-8105

Table of Contents:

Tab 1- Cover Letter

Tab 2- Info Sheet & References

Tab 3- RFP & Addendum

Tab 4- Proposal Body

Tab 5- Proposal Pricing Sheet

Tab 6- Exceptions & Considerations

Tab 7- Bid Bond

Tab 8- Insurance Coverage Documentation

March 8, 2022
Rowan County
Attn: Anna Bumgarner
Purchasing Director
Rowan County, NC

Dear Anna Bumgarner:

We are pleased to submit this proposal for Rowan County Solid Waste Collection. We are confident that you will find Republic Services to be the best-value proposer based on our commitments that make us a leader in the recycling and waste industry nationwide. We are proud to be recognized for the following benefits to your community:

- **We'll handle it from here TM**, our promise, lets customers know they can always rely on us to handle their recycling and waste needs in a way that is easy and effortless for them.
- Our drivers are **41% safer** than the industry average
- We have been recognized in the **top 10% of all companies globally** for our commitments and investments in sustainability

We are committed to the successful delivery of this contract and its daily operations. Our team's unique combination of collection experience, recycling expertise, and innovative management systems ensure quality service for the duration of the contract. Combined with our area management, this team has extensive industry experience operating and managing solid waste service delivery and have substantial experience in the region.

As a result of retaining experienced managers with extensive knowledge of our local community, we are proactive in anticipating your needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers. We are also an industry leader in inclusion and diversity practices.

Republic Services' proposal shares details about our ability to enhance and preserve your environmental stewardship as a true community partner. We have been a valued partner with Rowan County for many years, providing service for the Rowan County Schools and Rowan County Community College. We appreciate the opportunity to further our partnership with Rowan County.

Thank You for your time and consideration.

Shane Walker- Area President

Rowan County

Request for Proposals

Date Due: Tuesday, March 8, 2022 at 3:00 PM Solid Waste Collection System

CONTRACTOR INFORMATION SHEET

1. COMPANY NAME Republic Services of NC LLC
2. OWNER OF COMPANY Republic Services of NC LLC
3. NUMBER OF YEARS IN BUSINESS 26 years
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS Hickory- 211 & Davie Division- 33
5. WHO IS THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE CONTRACT?

CONTACT Dana T Chapman

TELEPHONE 336-817-8105

EMAIL Dchapman2@republicservices.com

6. PLEASE LIST THREE (3) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED WASTE DISPOSAL SERVICES FOR ONE YEAR OR LONGER IN THE PAST FIVE (5) YEARS.

NAME OF BUSINESS	PHONE #	YRS OF SERVICE
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<u>Catawba County</u>	<u>828-465-8940</u>	<u>26 yrs</u>
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<u>Alexander County</u>	<u>828-632-9332</u>	<u>26 yrs</u>
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<u>Davie County</u>	<u>336-753-6090</u>	<u>18 yrs</u>
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PROPOSAL RESPONSE FORM

The undersigned proposes and agrees that if this proposal is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Proposals documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the proposal certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: _____ dated _____
_____ dated _____

MUST BE SIGNED BELOW TO BE A LEGAL BID.

Respectfully submitted this 8th day of March 2022

SIGNED: Don Phelps

NAME: Don Phelps

TITLE: General Manager

Rental of 30-yard covered roll-off recycling containers:

Monthly Rental \$ 125.00 each

Estimated Yearly Cost (4 units) \$6,000.00

Pricing per site shall be submitted on Attachment C. Additional information is provided on Attachments A and B.



REQUEST FOR PROPOSALS

FOR

ROWAN COUNTY

Solid Waste Collection System

2022-027

ROWAN COUNTY

130 West Innes Street

Salisbury, NC 28144

704-216-8174

anna.bumgarner@rowancountync.gov

Date Issued: Friday, February 11, 2022

Date Due: Tuesday, March 8, 2022 at 3:00 PM ET

Administered By: Anna Bumgarner, Purchasing Director

NOTICE TO CONTRACTORS
REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION SYSTEM

Rowan County is requesting proposals for Solid Waste Collection System with multiple locations around Rowan County that includes varying containers spelled out in the Scope of Work. All proposals submitted for services must meet or exceed the time frame and the product/service specifications as outlined in this Request for Proposals (RFP). It is the intent of the County to award to a single contractor to provide all equipment and services.

Proposals for the Rowan County Solid Waste Collection System will be accepted until March 8, 2022 at 3:00 pm ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Proposal documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department
Attn: Anna Bumgarner, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8174
anna.bumgarner@rowancountync.gov
<https://www.rowancountync.gov/675/Purchasing>

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

Insurance requirements are listed in the document and will be required only from the awarded vendor before entering into contract with Rowan County.

Once the RFP is public all questions related to the RFP shall be directed to the Purchasing Director. Any contact related to the RFP with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Rowan County reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the proposal package.

This is the 11th day of February 2022.

Rowan County

By: Anna Bumgarner
Rowan County Purchasing Director

Intent of Request for Proposals

The purpose and intent of this Request for Proposals (RFP) is to contract for Solid Waste Collection System. The following documents make up this Request for Proposals:

- a. This Document
- b. Scope of Work
- c. Contractor Information Sheet
- d. Proposal Response Form

Important Dates

Issue Date:	Friday, February 11, 2022
Deadline for written questions:	Thursday, February 17, 2022 at 5:00 PM ET
Deadline for Submitting Proposals:	Tuesday, March 8, 2022 at 3:00 PM ET

Submission of Proposals

Proposals must be presented on the **Proposal Response Form** attached to the specifications in a sealed envelope and mailed or delivered to:

Rowan County Purchasing Department
Attn: Anna Bumgarner, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144

The package shall be sealed and plainly marked **"RFP 2022-027 Solid Waste Collection System"**.

Contractors must submit one original sealed proposal and one copy on USB of their proposal.

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

Sealed Proposals are due on Tuesday, March 8, 2022 at 3:00 PM ET in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina. Failure to submit a Proposal by this deadline will disqualify the Contractor from consideration in this project.

Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Thursday, February 17, 2022. These written questions or requests must be submitted to Anna Bumgarner, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested contractors will be delivered to all participating contractors as addenda to this RFP. All addenda will be posted on the County website <https://www.rowancountync.gov/675/Purchasing>

and it is the responsibility of the Contractor to check for any addenda. All addenda will be posted by 5pm Monday, February 21, 2022.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

Signed Proposal Considered an Offer

Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this RFP will become part of the contract if the proposal shall be deemed approved and accepted by the County. In the event of a default on the part of the Contractor after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

Timeline to Execute Contract

As time is of the essence, the Contractor is required to begin and/or commence the work to be performed under this contract within the time specified on the Proposal Form. Failure by the Contractor to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Contractor hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

Non-Discrimination

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

Insurance Coverage

The Contractor shall not commence work under this contract until all insurance required under this section has been obtained. The Contractor shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Contractor agrees that during the term of this contract, the Contractor, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

WORKER'S COMPENSATION

Worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

COMPREHENSIVE GENERAL LIABILITY

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$500,000 per occurrence / \$1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance, **and name the County as an additional insured.**

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

COMPREHENSIVE AUTOMOBILE LIABILITY

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance, **and name the County as an additional insured.**

Any exceptions must be agreed upon by the County prior to contract award.

Collusive Bidding

The Contractor's signature on the Proposal Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Contractor(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

General Indemnity

The Contractor shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Contractor (including its officers, agents and employees) in the performance or intended performance of this

contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Contractor. As an integral part of this contract, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

Assignment

The successful Contractor shall be the prime Contractor and shall be solely responsible for all contractual performance. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

Conflict of Interest

All Contractors must disclose in writing with their proposal the name of any owner, officer, director or agent who is also an employee of the County. All Contractors must also disclose in writing with their proposal the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

Errors and Omissions

The Contractor shall not take advantage of any errors or omissions in this RFP, and shall promptly notify the County of any omissions or errors found in this document.

Non-Appropriation Clause

Contractor acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated from the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial financial crisis, which affects generally its governmental operations.

In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Contractor of such limitation or change in Rowan County's legal authority.

References

The Contractor shall provide references of “like” customers the date, product(s) and services provided each business reference. The Contractor shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Contractor’s references. The County may request additional evidence of the Contractor’s experience, qualifications, ability, products, service facilities and financial standing for which the Contractor shall be prepared to provide to the County, if required.

Evaluation Criteria

The County reserves the right to accept any response or to reject any or all responses, and to waive defects and irregularities in any response. Price will be a major consideration in the County’s evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a “best overall value” basis including, but not limited to, pricing, experience, references, quality, performance and the Contractor’s ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Contractor’s ability to provide a team of skilled, trained employees, maintenance costs, warranty provisions, and the Contractor’s experience with similar projects will also be considered in the County’s evaluation of the proposals submitted.

Evaluation criteria (1-5 scale)

- a. 50% Cost
- b. 50% Service and Reliability

Initial Term

The initial contract term will be for three (3) years beginning July 1, 2022 and be subject to renewals for an additional three (3) year terms based on the County’s satisfaction of workmanship and responsiveness.

Termination

If the County shall determine that it is in the County’s best interest, the County shall notify the Contractor to terminate the work within thirty (30) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

Pricing

Submission of any proposal signifies the Contractor’s agreement that its proposal and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

SCOPE OF WORK

- A. Rowan County wishing to continue the operation of a Solid Waste Recycling Collection System consisting of the following:
 - 1. Eighteen (18) sites consisting of 8 cubic yard front loading some sites have various stationary compactors and/or roll off containers. Locations and equipment type are included in Attachment A.
 - 2. Six (6) drop off-off sites consisting of 30 and 40 cubic yard recycling containers, 40 cubic yard open-top containers and/or stationary compactors. Locations and equipment are included in Attachment B and C. All drop off sites will require on call scheduling.
- B. All residents of Rowan County shall be allowed to dispose of recyclables free and, for the appropriate fee, dispose of residential solid waste at the six (6) convenience sites as describe in Attachment B.
- C. The County currently owns most of the equipment (Attachments A, B, and C). Responses should include equipment lease for non-County owned equipment
- D. All services necessary to accomplish the emptying of the containers listed at all of the sites and the disposal of the waste they contain. Approximate frequency of disposal is outlined in the Attachments A B, and C.
- E. All responses must furnish satisfactory information of adequate financial resources and experienced personnel to perform the services required by these specifications. No award will be made to respondent who, as determined by County, has an unsatisfactory performance record, inadequate experience, or who lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with these specifications. Respondents must have adequate equipment, finances and personnel to conduct and complete the required services; and upon request, demonstrate such equipment and show financial statements.
- F. All respondents shall supply detailed inventories of their collection equipment and all accessories by type, model, year of manufacture and anticipated remaining useful life as of the date of the inventory. All leased equipment shall be listed separately, the time remaining on each leased machine and options of renewal, where applicable, shall be stated.
 - 1. Contractor shall bear all cost of maintenance, wear, damages and comprehensive insurance on leased or contractor-owned equipment.
 - 2. Contractor shall bear all cost of damage to site concrete walls, pads, fences and platforms, resulting from contractor's misuse of equipment.
 - 3. Storage Containers shall:
 - a. Stationary Compactor (if applicable)
 - i. The stationary compactor shall be rated by the National Solid Waste Management Association (NSWMA)

- ii. The stationary compactor shall be engineered for use with a minimum of forty (40) cubic yard roll-off container.
 - iii. The stationary compactor shall have a minimum NSWMA base size rating of 2.2 cubic yards.
 - iv. Contractor shall be required to fill out detailed specifications for stationary compactor.
- b. Compaction Container (if applicable)
 - i. The compaction container shall be a roll-off container consisting of heavy-duty steel construction engineered for use with the stationary compactor.
 - ii. The compaction container shall be a minimum of forty (40) cubic yard storage capacity.
- c. Recycling Container
 - i. The recycling container shall be a roll-off container consisting of heavy-duty steel construction.
 - ii. It shall have small doors suitable for the depositing of recyclable materials and be designed to keep materials dry and protected from weather.
 - iii. The recycling containers shall be a nominal 30 and 40 cubic yard container.
- G. A bid bond for \$10,000 written by a surety company licensed to do business in the State of North Carolina shall accompany each proposal as evidence of good faith and responsibility of the respondent. This bond shall be retained by the County as liquidated damages should the respondent refuse or fail to enter into a contract with the County for the execution of the work embrace in the proposal in the event the proposal of the respondent is accepted.
- H. Rowan County will operate and maintain all facilities contained within the collection site with the exception of any equipment leased from the contractor.
- I. Rowan County shall be allowed to add additional services and equipment and/or reduce needed services and equipment with thirty (30) days written notice within the Rowan County. This includes but is not limited to:
 - 1. Number of Sites
 - 2. Number of Rental Containers
 - 3. Number or Location of front-end pickups
 - 4. Number of Stationary Compactors
 - 5. Number of Recyclable Materials to be collected
 - 6. Number of locations for delivery of recyclable materials
- J. The County Landfill will be made available to the successful contractor during regular business hours at no charge for the emptying of Rowan County's roll-off containers.
- K. Contractor will pay the current tipping fee for any waste not in a Rowan County container or a container leased to Rowan County. Successful contractor will pay the current tipping fee for all waste delivered to the landfill in a front-end truck.
- L. Successful Contractor will supply Rowan County Environmental Management with

completed route sheets of the previous month's work. These route sheets shall be attached to the monthly invoice.

- M. Successful Contractor shall be required to have available backup trucks and personnel.
- N. Successful Contractor shall be required to provide written proof that all solid waste collected as a result of this agreement shall be disposed of in a proper and sanitary manner in accordance with the regulations contained within the North Carolina Solid Waste Management Rules.
- O. Contractor shall make his own determination as to conditions and shall assume all risk and responsibility, and shall complete the work in and under conditions he may encounter or create, without additional cost to the County.
- P. Successful Contractor shall empty and return all Roll-Off containers requested by Rowan County within twenty-four (24) hours of the county's service request.
- Q. Rowan County reserves the right to negotiate with the successful contractor and/or current contractor on a schedule and cost to operate the present system during the mutually agreed upon phase-in schedule.
- R. Contract shall incorporate all terms of this RFP.

CONTRACTOR INFORMATION SHEET

1. COMPANY NAME _____
2. OWNER OF COMPANY _____
3. NUMBER OF YEARS IN BUSINESS _____
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS _____
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE
CONTRACT? _____
TELEPHONE _____
EMAIL _____
6. PLEASE LIST THREE (3) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE
PROVIDED PEST CONTROL SERVICES FOR ONE YEAR OR LONGER IN THE PAST FIVE (5) YEARS.

NAME OF BUSINESS

PHONE #

YRS OF SERVICE

_____	_____	_____
_____	_____	_____
_____	_____	_____

PROPOSAL RESPONSE FORM

The undersigned proposes and agrees that if this proposal is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Proposals documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the proposal certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: _____ dated _____
_____ dated _____

MUST BE SIGNED BELOW TO BE A LEGAL BID.

Respectfully submitted this _____ day of _____ 2021.

SIGNED: _____

NAME: _____

TITLE: _____

Rental of 30-yard covered roll-off recycling containers:

Monthly Rental \$ _____

Estimated Yearly Cost (4 units) \$ _____

Pricing per site shall be submitted on Attachment C. Additional information is provided on Attachments A and B.

Attachment A

Locations and frequency of pick up for recycle, municipal solid waste (MSW), and stationary compactor units.

Provide pricing per location based on chart below:

Location	Roll-off Units Recycle	Roll-off Freq Recycle	Roll-off Units MSW	Roll-off Freq MSW	Compactor Units	8-yd Units	8-yd Freq
Dan Nicholas Park 6800 Bringle Ferry Rd, Salisbury	1 (call in)	As requested	2	*1/week		2	1/week
Rowan Agricultural Bldg. 2727 Old Concord Rd, Salisbury						1	1/month
Rowan Co. Administration 130 W. Innes St, Salisbury						1	1/week
Rowan Health Dept. 1811 E. Innes St. Salisbury						1	1/week
Mid Carolina Airport 3670 Airport Loop Rd, Salisbury						3	2/mo
Sloan Park 550 Sloan Rd, Mt. Ulla						2	2/mo
Ellis Park 3541 Old Mocksville Rd, Salisbury						1	2/mo
Rowan Co. Offices 402 N. Main St, Salisbury						1	2/week
Dept. of Social Services 1813 E. Innes St, Salisbury						1	1/week
Detention Center 115 W. Liberty St, Salisbury						1	5/week
Sheriff's Office-Parking Lot 232 N. Main St, Salisbury						1	2/week
Detention Center Annex 400 Grace Church Rd, Salisbury						1	2/week
Facilities-Maintenance 425 Airport Road, Salisbury						1	1/month
Rowan Co. Crawford Bldg. 310 N. Main St, Salisbury						1	1/week
West End Plaza 1935 Jake Alexandar Blvd, Salisbury	40-yd rec box w/lease	As requested			2 comp w/lease	2	1@ 1/week 1@ 2/week
911 Call Center 1090 Corporate Ctr. Dr, Salisbury						1	1/mo
Animal Control 1465 Julian Rd, Salisbury						1	1/week
Recycling Processing Center 1102 N. Long St.Ext E, Spencer			1	As requested			

ATTACHMENT B

The location of solid waste roll-off containers at Drop-Off Centers and estimated number of pickups during 12 months. All service is scheduled by request.

Convenience Sites	Approximate Miles to Landfill	Estimated # of Pickups last 12 months
Rock Grove Church Road Site (205 Rock Grove Church Rd, Salisbury)	18	89
Dunn's Mountain Road Site (1735 Dunn's Mtn. Rd, Salisbury)	13	58
Providence Church Road Site (1985 Providence Church Rd, Salisbury)	16	22
Woodleaf Site (789 Campbell Rd, Woodleaf)	N/A	N/A
Goodnight Road Site (3282 Goodnight Rd, Salisbury)	10	60
Stokes Ferry Site (8835 Stokes Ferry Rd, Salisbury)	20	48

ATTACHMENT C

Pickup and transport of roll-off solid waste containers from Drop off sites to landfill.

Locations	Cost per Pickup	Estimated # of Pickups to Landfill	Estimated Annual Cost
Rock Grove Church Road (205 Rock Grove Church Rd, Salisbury)	\$	180	\$
Dunn's Mountain Road (1735 Dunn's Mtn. Rd, Salisbury)	\$	180	\$
Providence Church Road (1985 Providence Church Rd, Salisbury)	\$	35	\$
Woodleaf (789 Campbell Rd, Woodleaf)	\$	0	\$
Goodnight Road (3282 Goodnight Rd, Salisbury)	\$	160	\$
Stokes Ferry (8835 Stokes Ferry Rd, Salisbury)	\$	90	\$

Pickup and transport of roll-off solid waste containers from Drop off sites to Recycling Processing Center (RPC).

Convenience Sites	Cost per Pickup	Estimated # of Pickups to RPC	Estimated Annual Cost
Rock Grove Church Road (205 Rock Grove Church Rd, Salisbury)	\$	120	\$
Dunn's Mountain Road (1735 Dunn's Mtn. Rd, Salisbury)	\$	120	\$
Providence Church Road (1985 Providence Church Rd, Salisbury)	\$	45	\$
Woodleaf (789 Campbell Rd, Woodleaf)	\$	84	\$
Goodnight Road (3282 Goodnight Rd, Salisbury)	\$	84	\$
Stokes Ferry (8835 Stokes Ferry Rd, Salisbury)	\$	70	\$



Rowan County Purchasing Department

130 West Innes Street • Salisbury, NC 28144

Phone: 704-216-8174

Email: anna.bumgarner@rowancountync.gov

Addendum I RFP #2022-027 Solid Waste Collection

Additional information:

1. Current contract is available on County website at:
<https://www.rowancountync.gov/DocumentCenter/View/28573/Contract-22101---Waste-Management-Hauling-PDF>
2. Last 3 months of invoices are attached.



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Addendum II RFP #2022-027 Solid Waste Collection

Additional information:

- Q1. Can we get tonnage reports?
- A1. Municipal Solid Waste (MSW) Tons from convenience centers for 2021 calendar year totaled approximately 4,400 tons. No available data for 8-yard collected tons which can be attributed to Rowan County boxes.
- Q2. What is the current tipping fee for MSW?
- A2. In-county rate is \$34.00 plus NC tax of \$2.00/ton. Out of county rate is \$39.00 plus \$2.00 NC tax/ton.
- Q3. Is there a current contract for recycle processing? Where is the material currently going? Will the County pay for processing directly?
- A3. There is no contract or tipping fee for presorted recyclables collected by our program. Rowan County owns and operates a Recycling Processing Center at 1102 N. Long St. Extension in East Spencer. Only presorted material collected at our convenience centers are accepted by our processing facility.
- Q4. Can you verify containers and service levels for the below sites?
- A4. **Dan Nicholas Park-** 1 roll off container for recycle As Requested 2 roll of containers for MSW(1x/week), and 2- 8yrd containers 1/week? (How many times was the "As Requested" containers hauled in 2022?)
(As requested-approximately 3 requests annually), Two (2) Dan Nicholas 8yds are serviced weekly. There are 2 MSW Roll off containers onsite (we have 1 of these serviced weekly during the busy season (April-Sept) and as needed during the off-season (approx. 4-6 service requests in total off-season)).
West End Plaza-1 compactor for recycle "As Requested", 2 compactors one is service 1/week and the other 2x/week? Is there any 8Yrd serviced? (How many times were the As Requested containers hauled in 2022?)
West End Plaza requires leased equipment consisting of two (2) 8-yard front load and 2 compactor set ups for cardboard. The frequency of service for the 8-yard in the front of the facility is 1/week. The 8-yard located at the back of the building is 2/week. Cardboard compactors are serviced "as requested" (Approximately 20 combined service requests annually).

Recycle Processing Center- 1 Roll off Container “As Requested” (How many times was the “As Requested” container hauled in 2022?)
MSW 40 yard serviced approximately 50 times.

- Q5. Why is there a difference between Attachment B versus C? Should there be a price sheet for Attachment B?
- A5. Attachment B has been amended and gives an approximation of distance to both landfill and Recycling Processing center from drop off locations. (See rowancountync.gov for amended attachment ‘B’). All pricing for Attachment B locations are listed in Attachment C.
- Q6. What are the approximate miles to the Recycling Processing Center?
- A6. See updated Attachment B.
- Q7. Is there a pricing sheet for the service levels in Attachment A?
- A7. Please see revised Attachment A that includes a column to provide the cost per pickup per location of 1 container. This price will be used to determine total cost of this service based on number of units and frequency of pickups. This price will also be used to reduce or increase needed to services per location.
- Q8. Price sheet for rental/lease rates for compactors?
- A8. Rowan County currently leases two (2) 8-yard MSW front load containers and 2 recycling compactor set-ups (cardboard) at West End Plaza. Rowan County will require pricing for the West End Plaza units and for any additional units as needed throughout the county. Typically, Rowan County owns and maintains most containers and equipment.
- Q9. Have there been any liquidated damages with the current vendor?
- A9. No
- Q10. Does the County own the compactors?
- Q10. Rowan County owns all containers and equipment except for: two (2) 8-yard front load containers and 2 stationary compactor set ups for cardboard at the West End Plaza location. (This equipment will need to be furnished by the successful vendor).
- Q11. How are the “on call” services scheduled with current vendor?
- A11. “On call” requests will made via email to successful vendor. Drop off centers in particular require swift turn-around of service to ensure that the county centers have sufficient capacity for waste and recyclables generated at these locations.
- Q12. What are the operating hours of the Convenience sites and Landfill?
- Q12. Please refer to ‘Rowan County Recycles How-To Guide’ (page 2) for all facility operating hours. “How to” guide can be found on updated RFP at: www.rowancountync.gov) and as Attachment C to this addendum.

Attachment A

Locations and frequency of pick up for recycle, municipal solid waste (MSW), and stationary compactor units.

Provide pricing per location based on chart below:

Location	Roll-off Units Recycle	Roll-off Freq Recycle	Roll-off Units MSW	Roll-off Freq MSW	Compactor Units	8-yd Units	8-yd Freq	Price per pickup
Dan Nicholas Park 6800 Bringle Ferry Rd, Salisbury	1 (call in)	As requested	2	*1/week		2	1/week	
Rowan Agricultural Bldg. 2727 Old Concord Rd, Salisbury						1	1/month	
Rowan Co. Administration 130 W. Innes St, Salisbury						1	1/week	
Rowan Health Dept. 1811 E. Innes St. Salisbury						1	1/week	
Mid Carolina Airport 3670 Airport Loop Rd, Salisbury						3	2/mo	
Sloan Park 550 Sloan Rd, Mt. Ulla						2	2/mo	
Ellis Park 3541 Old Mocksville Rd, Salisbury						1	2/mo	
Rowan Co. Offices 402 N. Main St, Salisbury						1	2/week	
Dept. of Social Services 1813 E. Innes St, Salisbury						1	1/week	
Detention Center 115 W. Liberty St, Salisbury						1	5/week	
Sheriff's Office-Parking Lot 232 N. Main St, Salisbury						1	2/week	
Detention Center Annex 400 Grace Church Rd, Salisbury						1	2/week	
Facilities-Maintenance 425 Airport Road, Salisbury						1	1/month	
Rowan Co. Crawford Bldg. 310 N. Main St, Salisbury						1	1/week	
West End Plaza 1935 Jake Alexandar Blvd, Salisbury	40-yd rec box w/lease	As requested			2 comp w/lease	2	1@ 1/week 1@ 2/week	
911 Call Center 1090 Corporate Ctr. Dr, Salisbury						1	1/mo	
Animal Control 1465 Julian Rd, Salisbury						1	1/week	
Recycling Processing Center 1102 N. Long St.Ext E, Spencer			1	As requested				

ATTACHMENT B (Amended 2/17/2021)

The location of Drop-Off Centers and estimated number of miles to Rowan Recycling Processing Center

All service is scheduled by request. Miles must be verified by vendor.

Convenience Sites	Approximate Miles to Landfill	Approximate Miles to Rec Processing Ctr.
Rock Grove Church Rd. site 205 Rock Grove Church Rd. Salisbury	18	16
Dunn's Mountain Rd. site 1735 Dunn's Mtn. Rd. Salisbury	13	7
Providence Church Rd. site 1985 Providence Church Rd. Salisbury	16	7
Woodleaf site 789 Campbell Rd. Woodleaf	N/A	13
Goodnight Rd. site 3282 Goodnight Rd. Salisbury	10	17
Stokes Ferry site 8835 Stokes Ferry Rd. Salisbury	20	12



ROWAN COUNTY RECYCLES



HOW-TO GUIDE

These materials are accepted at all Rowan County Convenience Sites (unless otherwise noted). Please place in separate bins as indicated per site. Visit www.rowancountync.gov/recycling for a list of acceptable items.



*Motor Oil etc. accepted at Goodnight Road and Woodleaf sites only.

**Tires accepted at Landfill Facility only.

NOT ACCEPTED

Please keep these items out of your recyclables. Please keep plastic bags out of recycling bins.



- Plastic bags
- Styrofoam
- Window or mirror glass
- Hazardous waste
- Liquid waste (paint, cleaners, etc.)

- Dishes or cookware (plates, cups, ceramics, pots, etc.)
- Non-rechargeable batteries



DISPOSAL BANS

The following materials are banned from disposal in NC landfills per G.S. 130A-309.10. Please recycle instead.

- ⊗ PLASTIC BOTTLES
- ⊗ ALUMINUM CANS
- ⊗ USED OIL AND OIL FILTERS
- ⊗ TVS AND COMPUTER EQUIPMENT
- ⊗ LEAD-ACID BATTERIES
- ⊗ WHITE GOODS (WASHER, DRYER, ETC.)
- ⊗ ANTIFREEZE
- ⊗ WHOLE SCRAP TIRES
- ⊗ WOODEN PALLETS
- ⊗ YARD WASTE

Special Waste Events are held annually for difficult to dispose of items. Please contact us or visit our website for upcoming events.

Thank you for your efforts!



CONVENIENCE CENTER LOCATIONS & HOURS

Convenience Centers accept recyclables at no charge and also accept household garbage for a fee. These sites are intended for general public use. Commercial quantities and construction materials should use the Rowan County Landfill. **All loads must be covered** in an effort to prevent litter along the roadways.

DUNN'S MOUNTAIN ROAD SITE

704-637-7399
1735 Dunn's Mountain Rd.
Salisbury, NC 28146
Open: Mon, Fri, Sat | 7 AM - 7 PM

GOODNIGHT ROAD SITE

704-637-2115
3282 Goodnight Rd.
Salisbury, NC 28147
Open: Mon, Fri, Sat | 7 AM - 7 PM

PROVIDENCE CHURCH ROAD SITE

704-636-1798
1985 Providence Church Rd.
Salisbury, NC 28146
Open: Mon, Fri, Sat | 7 AM - 7 PM

ROCK GROVE SITE

704-855-1780
205 Rock Grove Church Rd.
Rockwell, NC 28138
Open: Mon - Sat | 7 AM - 7 PM

STOKES FERRY ROAD SITE

704-637-2475
8835 Stokes Ferry Rd.
Salisbury, NC 28146
Open: Mon, Fri, Sat | 7 AM - 7 PM

WOODLEAF SITE

704-278-3006
789 Campbell Rd.
Woodleaf, NC 27054
Open: Mon - Sat | 7 AM - 7 PM

OTHER ENVIRONMENTAL MANAGEMENT FACILITIES

LANDFILL

704-278-2211
789 Campbell Rd.
Woodleaf, NC 27054
Open: Mon - Fri | 7:30 AM - 4 PM;
Sat | 8 AM - 2 PM

RECYCLING PROCESSING CENTER

704-638-3045
1102 N. Long Street Extension
Spencer, NC 28039
Open: Mon - Fri | 7 AM - 3:30 PM

Disposal rates are based on weight of garbage. Visit www.rowancountync.gov/enviromanagement for current rates.

CONTACT US

PHONE 704-216-8589
FAX 704-216-8969
www.rowancountync.gov/enviromanagement

Dept. of Environmental Management
1102 N Long Street Extension
PO Box 430
East Spencer, NC 28039
Open Mon-Fri | 8 AM - 5 PM

ROWAN
COUNTY
NORTH CAROLINA
Be an original.

Executive Summary

92% of municipalities partnered with Republic Services extend their contracts because of our partnerships and local expertise offering simple, reliable solutions that are environmentally responsible.

Best Value

We'll handle it from here.™, our brand's promise, lets customers know they can count on us to provide a superior experience while fostering a sustainable Blue Planet for future generations to enjoy a cleaner, safer and healthier world.

How do we achieve our vision of becoming America's preferred recycling and waste services partner? By providing our customers with simple solutions, reliability and environmental responsibility wrapped with a level of service that is unmatched anywhere in our industry.

Our strategy to get there is earning your business through differentiation. Simply put...it is the best people delivering the best products that best meets our customer's needs and it directs everything we do.

Republic Services is your low-risk, best value partner

- Reliable - 99.9% pickup rate
- Environmental Responsible - 2,400 CNG trucks nationwide
- Safer - 42% fewer incidents than industry average
- Simple Solutions - My Resource
- Only recycling and waste company on the Dow Jones Sustainability Index (Top 10% globally)
- Three fully staffed, US-based, national customer resource centers

The zeal for our customers has brought forth new and exciting changes. From operations to talent to technology, we are focused on not just meeting the needs of our 14 million customers, but exceeding them.

Low cost providers in the industry sacrifice one or more of these elements, translating to risk to your municipality. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving over 2700 municipal contracts today.

Sustainability

Figure 1. You're Low-Risk, Best Value Partner - Republic Services is proud to lead the industry in many

key factors that make us your preferred partner for municipal recycling and waste services.

Strengths of our Company	Benefits to Municipality
99.9% On-time pickup rate	Happy community; fewer calls to city hall
42% safer than industry average	Fewer incidents; safer community streets for children at play
Simple Solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized Globally on Dow Jones Sustainability Index	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Longer customer service hours, with hundreds of trained agents networked together nationwide
Web and Smartphone based apps for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Better informed community leads to lower contamination and greater diversion rates

Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, to increase customer loyalty, to grow our business, to motivate our employees and to differentiate Republic Services from our competitors.

We believe we have a responsibility to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful.

Additionally, we must lead by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Operations

We exercise the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the day-to-day activities we conduct in our communities. We are working hard to understand and measure our impact on air, land and water to minimize or eliminate any negative consequences, where possible.

Materials Management

We recognize the responsibility and opportunity we have in managing the nation's waste stream to provide a source of recovered and renewable materials and energy to the economy. We are innovative and constantly exploring new options to capture value and energy from materials in the waste stream, while ensuring environmental responsibility and sustainability.

Safety

We prioritize safety above all else. When people feel safe, they can fully participate in the opportunities that are available to them every day.

Republic has a consistently low and trending lower occurrence of incidents and accidents and is known for its strict focus on safety and corresponding best in industry, multi-faceted, and well organized safety program. Republic's average OSHA scores are lower than the average OSHA scores for the waste industry according to Department of Labor, Bureau and Statistics Data. Employees, the general public, and rate payers all benefit from Republic's dedication to safety. Republic has been and will continue to strive to be the safest waste services company in America. We are 42

*Figure 2. **5 Elements of Sustainability** – These commitments are reflected in the way we do business and guided by the five elements of our sustainability platform.*



percent safer than our competition. Republic also has the youngest fleet of all waste services providers in the United States.

Customer First

In 2016, Republic Services made a major commitment to further differentiate from our competitors by investing in the enhancement of the quality and reliability of our customer service capabilities. To accomplish this, we consolidated hundreds of small call centers across the country into three state-of-the-art, fully integrated Customer Resource Centers (CRC) located in Phoenix AZ, Indianapolis IN, and Charlotte NC. These facilities were selected for their location to ensure we can deliver call support for 15 hours per day (7:00am Eastern to 7:00pm Pacific) on weekdays, and 5 hours on Saturday. These facility locations were also selected in markets known for a high population of call center agents, which means they are staffed with a highly trained and carefully selected staff who have each passed a rigorous 5 week training course. Additionally, every agent is equipped with industry-leading technology to ensure a superior customer experience when they call with questions or to request additional service. Our new CRCs are already delivering superior

service for our customers today, and we invite you to visit and see first-hand how these facilities lead the industry in quality of customer service to your community.

*Figure 3. **We'll Handle It From Here** – Our brand promise to you is backed by our three pillars of differentiation, enabling us to be your preferred recycling and waste partner.*

Simple Solutions	Reliability	Environmental Responsibility
<ul style="list-style-type: none"> • My Resource • All-in-One Office • Electronics Recycling • Universal Recycling • eCommerce * 	<ul style="list-style-type: none"> • 99.9% Pickup Rate • 1st Call Resolution • 42% Safer Drivers • Youngest Fleet in the Industry • Digital Operations * 	<ul style="list-style-type: none"> • Recycling Offering • 2,400 CNG Trucks • 73 L/F Gas-to-Energy Projects • Sustainability Commitments

Republic Services invests in our communities by continuing to provide customers with safe, customer service focused solutions

residential customers. Republic owns or operates 340 collection operations, 198 transfer stations, 193 active solid waste landfills and 67 recycling centers across 39 states and Puerto Rico. We also have 69 landfill gas and renewable energy and are adding new facilities every year. With over 16,000 vehicles Republic deploys the 8th largest fleet in the U.S. to collect approximately 100 million tons of waste and collect five million tons of recyclables.



Rowan County



Company Overview

Republic Services is the largest provider of municipal recycling and waste services in the country, serving over 2,700 communities, with over 14 million customers in 39 states..

Our Company

Republic Services is an industry leader in the non-hazardous solid waste industry with revenues in excess of \$9 billion and over 33,000 dedicated employees. Figure 1 shows our lineage, which includes three of the industries most recognized brands, who combined in 2008. All of our legacy brands operate today as a part of the Republic Services family.

Republic's collection companies, transfer stations, recycling centers and landfills focus on providing effortless solutions for our more than 14 million commercial, industrial, and

- Municipalities that partner with Republic Services choose to renew or extend 92% of the time
- Average tenure of Republic Services Municipal customer is over 12 years
- As a corporate partner we sponsor and are present in the communities we serve.



- 1 **Republic Industries** was created as a waste disposal firm in 1981
 - H. Wayne Huizenga, became chairman of the board in 1995; Republic Industries began acquiring auto dealerships and car rental agencies
- 2 In 1998, Republic Industries spun off **Republic Services** as an IPO then changed its name to AutoNation.
- 3 **BFI** founded in 1966, with 1 truck in Houston, TX; First waste company on Stock Exchange
- 4 Sold in 1999 to Allied Industries, aka **Allied Waste**
- 5 In June 2008, Republic Services became the second largest waste management company in the U.S. following the acquisition of its larger competitor, Allied Waste Industries.
 - The merged company retained the **Republic Services** name

Vision

Republic Services' vision is to be America's preferred recycling and waste services partner. We'll earn this by providing our customers with simple solutions, reliability and environmental responsibility, wrapped with a level of service unmatched anywhere else in our industry.

Values

We are guided by the principles we have adopted as our core values – to be Respectful, Responsible, Reliable, Resourceful and Relentless in all we do, every day. We are reminded of these principles every time we see the five R's joined together to form the Republic Services' Star.

Strategy

Our strategy is profitable growth through differentiation. Simply put, we hire the best people that deliver the best products that best meet our customers' needs.

Brand

We'll handle it from here.™, our brand's promise, lets customers know they can count on us to provide a superior experience while fostering a sustainable *Blue Planet™* for future generations to enjoy a cleaner, safer and healthier world.

Leadership

Republic Services' operations are national in scope, but the physical collection and disposal of waste is very much a local business and the dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day

operating decisions at the local level, closest to the customer. We manage our operations through ten geographic operating areas, consisting of multiple divisions that each provides recycling and waste collection, transportation and disposal services.

Your municipal contract will be executed locally, by our seasoned team located at Republic Services-Mocksville, NC. This team is fully empowered within our company structure to deliver on our promise to be your preferred recycling and waste provider. This local team is only two levels removed from our corporate staff, which means the backing and support of a national company is accessible on a moment's notice.

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

Ownership beyond five percent

The following table shows certain information as of December 31, 2015 with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5% of our outstanding common stock:

- United States Green Building Council (USGBC)
- Public Affairs Council
- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association (ICMA)

Credit

Republic Services, Inc. has an “investment grade” rating.

No creditor is owed a debt greater than 10 percent of the Company’s total assets.

Associations

Republic Services is a member of the following associations and organizations. Republic Services employees are actively engaged in these organizations. In many cases, our employees serve on the Boards of Directors and are elected officers in many of these associations.

- National Waste & Recycling Association (NW&RA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)

Collections – Operations

Great operations come from great people. Republic's locally based operations team draws from extensive training and the backing of a seasoned corporate support team. The result is a 99.9% on-time service record, with an emphasis on safety, sustainable practices, and low risk operation for the Municipality.

Operations Overview

Successful collection operations begin with a seasoned operations supervisor who knows the business as well as your community. Your Republic local operations supervisor is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

Attachment A

Locations and frequency of pick up for recycle, municipal solid waste (MSW), and stationary compactor units.

Provide pricing per location based on chart below:

Location	Roll-off Units Recycle	Roll-off Freq Recycle	Roll-off Units MSW	Roll-off Freq MSW	Compactor Units	8-yd Units	8-yd Freq	Price per pickup
Dan Nicholas Park 6800 Bringle Ferry Rd, Salisbury	1 (call in)	As requested	2	*1/week		2	1/week	RO= \$175.00 FL= \$294.44
Rowan Agricultural Bldg. 2727 Old Concord Rd, Salisbury						1	1/month	\$36.81
Rowan Co. Administration 130 W. Innes St, Salisbury						1	1/week	\$147.22
Rowan Health Dept. 1811 E. Innes St, Salisbury						1	1/week	\$147.22
Mid Carolina Airport 3670 Airport Loop Rd, Salisbury						3	2/mo	\$220.83
Sloan Park 550 Sloan Rd, Mt. Ulla						2	2/mo	\$147.22
Ellis Park 3541 Old Mocksville Rd, Salisbury						1	2/mo	\$73.61
Rowan Co. Offices 402 N. Main St, Salisbury						1	2/week	\$294.44
Dept. of Social Services 1813 E. Innes St, Salisbury						1	1/week	\$147.22
Detention Center 115 W. Liberty St, Salisbury						1	5/week	\$736.10
Sheriff's Office-Parking Lot 232 N. Main St, Salisbury						1	2/week	\$294.44
Detention Center Annex 400 Grace Church Rd, Salisbury						1	2/week	\$294.44
Facilities-Maintenance 425 Airport Road, Salisbury						1	1/month	\$36.81
Rowan Co. Crawford Bldg. 310 N. Main St, Salisbury						1	1/week	\$147.22
West End Plaza 1935 Jake Alexandar Blvd, Salisbury	40-yd rec box w/lease	As requested	Rent \$250.00 RO= \$175.00		2 comp w/lease	2	1@ 1/week 1@ 2/week	\$147.22 \$294.44
911 Call Center 1090 Corporate Ctr. Dr, Salisbury						1	1/mo	\$36.81
Animal Control 1465 Julian Rd, Salisbury						1	1/week	\$147.22
Recycling Processing Center 1102 N. Long St.Ext E, Spencer			1	As requested				\$175.00

ATTACHMENT C

Pickup and transport of roll-off solid waste containers from Drop off sites to landfill.

Locations	Cost per Pickup	Estimated # of Pickups to Landfill	Estimated Annual Cost
Rock Grove Church Road (205 Rock Grove Church Rd, Salisbury)	\$ 175.00	180	\$ 31,500.00
Dunn's Mountain Road (1735 Dunn's Mtn. Rd, Salisbury)	\$ 175.00	180	\$ 31,500.00
Providence Church Road (1985 Providence Church Rd, Salisbury)	\$ 175.00	35	\$ 6,125.00
Woodleaf (789 Campbell Rd, Woodleaf)	\$ 175.00	0	\$ 0.00
Goodnight Road (3282 Goodnight Rd, Salisbury)	\$ 175.00	160	\$ 28,000.00
Stokes Ferry (8835 Stokes Ferry Rd, Salisbury)	\$ 175.00	90	\$ 15,750.00

Pickup and transport of roll-off solid waste containers from Drop off sites to Recycling Processing Center (RPC).

Convenience Sites	Cost per Pickup	Estimated # of Pickups to RPC	Estimated Annual Cost
Rock Grove Church Road (205 Rock Grove Church Rd, Salisbury)	\$ 175.00	120	\$ 21,000.00
Dunn's Mountain Road (1735 Dunn's Mtn. Rd, Salisbury)	\$ 175.00	120	\$ 21,000.00
Providence Church Road (1985 Providence Church Rd, Salisbury)	\$ 175.00	45	\$ 7,875.00
Woodleaf (789 Campbell Rd, Woodleaf)	\$ 175.00	84	\$ 14,700.00
Goodnight Road (3282 Goodnight Rd, Salisbury)	\$ 175.00	84	\$ 14,700.00
Stokes Ferry (8835 Stokes Ferry Rd, Salisbury)	\$ 175.00	70	\$ 12,250.00

Exceptions/ Considerations:

Annual CPI:

Republic Services respectfully requests an annual CPI increase based on the Water/ Sewer/ Trash March index to be effective July 1st annually for the duration of contract.

Fuel Surcharge:

Republic Services respectfully requests to be entitled to an increase in the Compensation to offset any rise in fuel costs. The fee for transportation is based on fuel prices within a range of \$3.75 to \$4.00 per gallon as follows. For every \$0.08 above \$4.00 in fuel prices, a fuel surcharge shall apply to increase the Compensation hereunder by 1.0%. The above fuel surcharge shall be determined quarterly.

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Republic Services of North Carolina, LLC

131 Industrial Blvd., Mocksville, NC 27028

as Principal, hereinafter called the Principal,

and the Liberty Mutual Insurance Company

of 175 Berkeley Street, Boston, MA 02116, a corporation duly organized under

the laws of the State of MA, as Surety, hereinafter called the Surety, are held and firmly bound unto

Rowan County as Obligor, hereinafter called the Obligor,

in the sum of Ten Thousand Dollars and 00/100 Dollars

(\$ \$10,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste Collection System #2022-027

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of March 2022

Republic Services of North Carolina, LLC (Seal)

By: Jamie Armfield Principal
Title

Liberty Mutual Insurance Company

By: Debbie Lindstrom
Debbie Lindstrom Attorney-in-Fact





POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Amber Engel, Jamie Armfield, Holly E. Ulfers, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

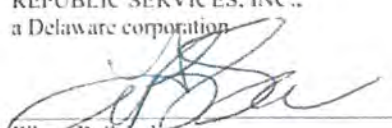
REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 8th day of November, 2021 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.



Matthew Nordquist
Notary Public
Maricopa County, Arizona
My Comm. Expires 05-31-23
Commission No. 563802

REPUBLIC SERVICES, INC.,
a Delaware corporation


Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 8th day of November, 2021 by Eileen B. Schuler, Assistant Secretary.


Notary Public

CERTIFICATE

I, the undersigned, Eileen B. Schuler, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 8th day of March, 2022 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.


Eileen B. Schuler

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Debbie Lindstrom of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Republic Services of North Carolina, LLC

Obligee Name: Rowan County

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 2022



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

March 8, 2022

LETTER OF INTENT

Rowan County
131 West Innes St
Salisbury, NC 28144

RE: Republic Services of North Carolina, LLC
Solid Waste Collection System #2022-027

To Whom it May Concern:

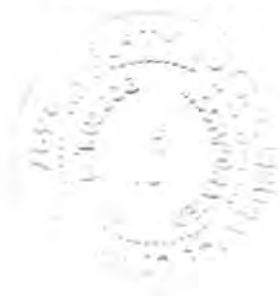
We are writing to you at the request of Republic Services of North Carolina, LLC.
This principal has or is about to submit a Bid proposal for Solid Waste Collection System
#2022-027

If a contract for this work is awarded to Republic Services of North Carolina, LLC,
Liberty Mutual Insurance Company, a surety licensed to conduct business in the
State of NC, has agreed to act as surety to issue the required Performance Bond which is a
condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

Debbie Lindstrom
Attorney in Fact
Liberty Mutual Insurance Company



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Debbie Lindstrom of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Republic Services of North Carolina, LLC

Obligee Name: Rowan County

Surety Bond Number: Letter of Intent

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of March, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

February 22, 2022

FEDEX EXPRESS - Next Day

Dana Chapman
Republic Services
3186 Icard Rhodhiss Rd
Connelly Springs, NC 28612
336-817-8105

RE: Republic Services of North Carolina, LLC
\$10,000.00 Bid Bond
to Rowan County
for Solid Waste Collection System #2022-027

Bid Date: March 8, 2022
Liberty Mutual Insurance Company

Enclosed find your Bid Bond for the above captioned bid as requested. Please review for accuracy before forwarding the enclosed original Bid Bond to the Obligee along with the rest of your bid package.

To avoid potential delays after award, always ensure that your Legal Entity/Bidder's name on your bid matches the Company/Principal name on the Bid Bond .

Please note, that in the event Republic Services is the successful bidder, it is up to field to request a Performance bond **if it is required per the terms of the contract**, as one is not automatically issued.

Should you require further assistance or if you have any questions, please do not hesitate to contact me at 206-731-1200 or email us at RSNew@usi.com.

Good Luck!

Debbie Lindstrom
Surety Department

SPECIAL INSTRUCTIONS FOR THIS BOND (if left blank, there are no special instruction for your bond):

ORIGIN D:BFIA (360) 787-9840 JAMIE ARMFIELD USI INSURANCE SERVICES 601 UNION ST. SUITE 1000 SEATTLE, WA 98101 UNITED STATES US		SHIP DATE: 22FEB22 ACTWGT: 0.50 LB CAD: 1124472/INET14460
TO DANA CHAPMAN REPUBLIC SERVICES 3186 ICARD RHODISS RD		BILL SENDER
(336) 817-8105 REF: CONNELLYS SPRINGS NC 28612 INV: PO: DEPT:		
		
		
J221022010501uv		
56D.J2027C/FE4A		

TRK# 7761 1283 3302 0201	WED - 23 FEB 4:30P PRIORITY OVERNIGHT
XG HKYA NC-US 28612 CLT	

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](https://www.fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/23/2021

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:		
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certificateteam@ccmsi.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Co.		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D: Illinois Union Insurance Company		27960
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER: 1966819****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G72482074	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25549752	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

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

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1966819

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

EVIDENCE OF COVERAGE

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: Tonya Parnell, Tax Collector
DATE: May 5, 2022
SUBJECT: Report of 2021 Delinquent Tax

ATTACHMENTS:

Description

Report of 2021 Delinquent Tax

Upload Date

5/5/2022

Type

Cover Memo



Rowan County Tax Collector's Office

402 North Main Street, Suite 101, Salisbury, NC 28144-4392
Phone: 704-216-8544 • Fax: 704-216-7983 • www.rowancountync.gov

TO: Mr. Aaron Church, County Manager
Rowan County Commissioners

FROM: Tonya Parnell
Tax Collector
704-216-8552 (Office)
704-245-2076 (Work Cell)
704-202-2104 (Personal Cell)
Tonya.parnell@rowancountync.gov

DATE: March 21, 2022

SUBJECT: Report of 2021 Delinquent Tax

North Carolina General Statute 105-369(a) requires that the tax collector on the first Monday in February report to their governing board the total amount of unpaid taxes for the current year that are liens on real property. Upon receipt of this report, the governing board must order and set a date, or dates, for the advertising.

2021 Delinquent Property Tax as of 3/21/2022 (Rowan County Only)		
REAL-Report	PERSONAL PROPERTY-Report	TOTAL
\$4,117,579.82	\$625,534.21	\$4,743,114.03

North Carolina General Statute 105-369(C) requires that unpaid tax be advertised between March 1 and June 30 in a newspaper of general circulation to paid subscribers.

Proposed date of advertisement: June 11, 2022—Salisbury Post

Greg Edds-Chairman-Rowan County Commissioners

Thank You,

Tonya Parnell

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: May 5, 2022
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
March 2022 VTS Refunds	5/5/2022	Cover Memo
April 2022 Tax Refunds	5/5/2022	Cover Memo

ENTERED
5-3-22

MARCH 2022 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS#	REFUND
ABRAMSON, ANDREW JAMES	425 W FISHER ST		SALISBURY	NC	28144	Vehicle Sold	242661474	332.88
ADKINS, HARRY LEE	5575 CREEKWOOD DR		SALISBURY	NC	28147	Vehicle Sold	161276826	131.53
ALVARADO, ANA PATRICIA	506 ELM ST		SALISBURY	NC	28144	Vehicle Totalled	241915302	396.73
BROWN, SHERRY REID	6230 MEADOW LN		SALISBURY	NC	28147	Tag Surrender	161338038	24.64
BURN, TRADD MCKINLEY	12845 STOKES FERRY RD		GOLD HILL	NC	28071	Vehicle Sold	161276874	416.68
CHASTAIN, PAUL BRYAN	405 MARINNA JOY CIR		ROCKWELL	NC	28138	Vehicle Sold	161642982	62.54
CHASTAIN, PAUL BRYAN	405 MARINNA JOY CIR		ROCKWELL	NC	28138	Vehicle Sold	161642980	111.73
CHASTAIN, PAUL BRYAN	405 MARINNA JOY CIR		ROCKWELL	NC	28138	Vehicle Sold	161642972	357.54
CHILDERS, TRACY LYNN	2550 MOUNT HOPE CHURCH RD		SALISBURY	NC	28146	Vehicle Sold	162350790	14.76
CLAY, BALINDA SISK	270 YACHTMAN DR		SALISBURY	NC	28146	Situs error	322265112	279.97
COX, BRIAN ERIC	304 W CORRIHER AVE		SALISBURY	NC	28144	Tag Surrender	241698858	115.95
CRISCO, MARK GRAHAM	2920 W INNES ST		SALISBURY	NC	28144	Vehicle Sold	161642960	50.20
FINK, SETH LEE	1380 3RD CREEK CHURCH RD		CLEVELAND	NC	27013	Situs error	322965380	27.90
GRABOWSKI, STANLEY WALTER	210 SYCAMORE ST		SALISBURY	NC	28146	Vehicle Sold	161276828	8.60
HENDERSON, ANDREA ROYAL	2700 REYNOLDA RD	APT 1109	WINSTON SALEM	NC	27106	Tag Surrender	161929716	8.17
HERRMANN, DONALD RAY	1155 FOX CHASE CT		SALISBURY	NC	28146	Vehicle Sold	161276830	145.31
HERRMANN, DONALD RAY	1155 FOX CHASE CT		SALISBURY	NC	28146	Vehicle Sold	161276836	4.30
HOLDER, DANIEL EDWARD	PO BOX 262		EAST SPENCER	NC	28039	Vehicle Totalled	161642986	51.28
HONBARGER, DAVID WILLIAM JR	1320 PEELER RD		SALISBURY	NC	28146	Vehicle Sold	161642990	254.65
HUNTER, BRENT ALLEN	850 ROCK LN		CHINA GROVE	NC	28023	Tag Surrender	161710328	181.08
IZQUIERDO, SUSANA RODRIGUEZ	1272 POPLAR GLEN DR		KANNAPOLIS	NC	28083	Vehicle Sold	242565405	74.35
JONES, THURSTON CHRISTOPHER	605 2ND ST		SPENCER	NC	28159	Vehicle Sold	162350776	49.84
JUSTUS, FRANCES DEARMON	1440 PANTHER POINT RD		RICHFIELD	NC	28137	Vehicle Totalled	161276862	42.94
LARSON, MIKE ALLEN	270 WILDLIFE ACCESS RD		RICHFIELD	NC	28137	Vehicle Sold	161338034	91.24
OGG, TIMOTHY RICHARD	4245 QUEENS RD		SALISBURY	NC	28144	Vehicle Sold	242464446	94.91
PARNELL, JEFFERY BROWN	2020 WYATT GROVE CHURCH R		RICHFIELD	NC	28137	Situs error	323880452	207.82
PATINO, HECTOR TAMAYO	421 INVERNESS LN		SALISBURY	NC	28146	Vehicle Sold	241915305	40.40
RUGGIERO, JOHN ALLEN	218 DAVIS FARM DR		SALISBURY	NC	28147	Vehicle Sold	162350786	25.52
RUSSELL, JENNIFER MASON	935 GRAHAM LOOP RD		MOUNT ULLA	NC	28125	Vehicle Sold	161276842	109.29
SAFRIT, ALAN STUART	1216 ROWAN MILLS RD		SALISBURY	NC	28147	Vehicle Totalled	243545190	579.35
SALAZAR, CITLALI HUERTA	301 ROWAN MILLS RD		SALISBURY	NC	28147	Insurance Lapse	241915272	34.43
SHUPING, STEVEN JAMES	415 EASTWOOD DR		SALISBURY	NC	28146	Tag Surrender	242464734	156.19
SMITH, KIERSTEN ASHLEY	613 SETTLERS GROVE LN		SALISBURY	NC	28146	Vehicle Sold	162350792	170.45
STILLER, MARK EDWARD	355 HILL FARM RD		GOLD HILL	NC	28071	Vehicle Sold	161276866	166.58
SWICEGOOD, CLAUDIA BARNHILL	127 POLO DR		SALISBURY	NC	28144	Vehicle Sold	243545184	60.82

Sonya Parnell
Tax Collector

43 Batch # 7003

TOTOS TRAVELS LLC	PO BOX 297		CLEVELAND	NC	27013	Vehicle Sold	161774322	33.00
TUCKER, SHARON BOWMAN	325 LILLIAN CIR		SALISBURY	NC	28147	Vehicle Sold	161276840	3.15
VAUGHN, DOLORES LILLIAN	2907 MOORESVILLE RD		SALISBURY	NC	28147	Vehicle Totalled	162350780	125.18
WAGNER, RICHARD EDWARD	135 GREENBRIER CREEK PL		SALISBURY	NC	28146	Vehicle Sold	161276852	132.02
WAGONER, SANDRA POOLE	574 EASTVIEW RD		SALISBURY	NC	28146	Vehicle Sold	162363452	25.49
WOOD, RANDALL MARSHAL	121 HAZELTINE CT		SALISBURY	NC	28144	Tag Surrender	241698864	66.92
YATES, JOEL WAYNE II	294 CRUSE RD		SALISBURY	NC	28146	Vehicle Sold	161642988	33.82
ZIRT, CHARLES ROBERT	121 GLENDOWER DR		SALISBURY	NC	28144	Vehicle Sold	243243897	34.33
							TOTAL:	\$ 5,334.48

Sonya Parnell
Tax Collector

ENTERED
5-3-22

APRIL 2022 TAX REFUNDS

TAXPAYER NAME 1	TAXPAYER NAME 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	REFUND
153 CAPITAL LLC		567 SCALEYBARK RD		CHARLOTTE	NC	28209-2740	724 LOCHSHIRE LN	8174016	123.50
153 CAPITAL LLC		567 SCALEYBARK RD		CHARLOTTE	NC	28209-2740	724 LOCHSHIRE LN	8174016	109.02
153 CAPITAL LLC		567 SCALEYBARK RD		CHARLOTTE	NC	28209-2740	250 LOCHSHIRE LN	8174046	123.50
153 CAPITAL LLC		567 SCALEYBARK RD		CHARLOTTE	NC	28209-2740	250 LOCHSHIRE LN	8174046	109.02
153 CAPITAL LLC		567 SCALEYBARK RD		CHARLOTTE	NC	28209-2740	1098 GLEN HOLLOW CT	8175011	123.50
153 CAPITAL LLC		567 SCALEYBARK RD		CHARLOTTE	NC	28209-2740	1098 GLEN HOLLOW CT	8175011	109.02
153 CAPITAL LLC		567 SCALEYBARK RD		CHARLOTTE	NC	28209-2740	1077 GLENBRIAR CT	8175053	109.02
153 CAPITAL LLC		567 SCALEYBARK RD		CHARLOTTE	NC	28209-2740	1077 GLENBRIAR CT	8175053	123.50
BARNES SIDNEY ALLAN		1362 OAK GROVE LANE		SALISBURY	NC	28146-6974	1362 OAK GROVE LN	630D110	60.00
RCTC - 366 097		402 N MAIN ST		SALISBURY	NC	28144	110 S CLEO AVE	648 09401	7.43
BRALEO INC DBA LA ALCANCIA		3023 S MAIN ST		SALISBURY	NC	28147-7904	3023 S MAIN ST	164486	826.04
DOVENMUEHLE		1 CORPORATE DRIVE SUITE 360		LAKE ZURICH	IL	60047-8924	720 PECAN ST	371A139	8.36
BURGESS SHERRI ANN	BURGESS DWAYNE	270 ZEB ST		SALISBURY	NC	28144-0575	0 STARLIGHT DR	422 045	60.00
CATO CORPORATION	% SILVER OAKS ADVISORS	PO BOX 2437		SMYRNA	GA	30081-2437	1030 FREELAND DR	164838	3.22
CATO CORPORATION	% SILVER OAKS ADVISORS	PO BOX 2437		SMYRNA	GA	30081-2437	1030 FREELAND DR	164838	3.22
CATO CORPORATION #1203		PO BOX 2437		SMYRNA	GA	30081-2437	1030 FREELAND DR	164839	5.30
CATO CORPORATION #1203		PO BOX 2437		SMYRNA	GA	30081-2437	1030 FREELAND DR	164839	5.30
CRAWFORDS GARAGE INC		3520 STOKES FERRY RD		SALISBURY	NC	28146	5620 FAITH RD	420 055	2.51
CURRY PHYLLIS HEWITT		585 HEWITT RD		CLEVELAND	NC	27013	585 HEWITT RD	262 011	2.75
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	0 CLAY ST	024 146	184.37
EDWARDS JIMMY RAY		115 MORLAN PARK RD		SALISBURY	NC	28146	115 MORLAN PARK RD	0648052	593.21
FARMER BETTY J		1327 FORESTDALE DR		SALISBURY	NC	28144	1327 FORESTDALE DR	326A043	1,421.18
FURR GARRY MARTIN JR		2301 ENGLEWOOD ST		KANNAPOLIS	NC	28083-3032		107200	2.07
FURR GARRY MARTIN JR		2301 ENGLEWOOD ST		KANNAPOLIS	NC	28083-3032	2301 ENGLEWOOD ST	158 211	34.78
GRIM FRANCES ELLER		2301 WELCH RD		SALISBURY	NC	28144	0 WELCH RD	326 238	1.86
RCTC 258 015		402 N MAIN ST		SALISBURY	NC	28144	145 ROCKY PT	258 015	127.87
RCTC 258 015		402 N MAIN ST		SALISBURY	NC	28144	145 ROCKY PT	258 015	67.91
RCTC 258 015		402 N MAIN ST		SALISBURY	NC	28144	145 ROCKY PT	258 015	225.23
HEAD RACHEL		172 SUPPLY ST SE		SUPPLY	NC	28462-3368	175 PAULINE CT	124 108	119.42
CARMAN PROPERTIES LLC		1416 OAK GROVE LN		SALISBURY	NC	28146-6975	385 BARGER RD	632 049000002	2.27
JACKSON WILLIE LEE		270 PICKLER RD		SALISBURY	NC	28144	270 PICKLER RD	307B122	175.00
KALENDEK JOHN J		820 GUILFORD AVE		BALTIMORE	MD	21202	1608 DANIEL ST	2.49E+23	412.08
LORENZ PAUL DAVID	LORENZ MICHELLE A	400 SWAIM CT		SALISBURY	NC	28147-1351		174976	10.22
MILLER HOLLY	MILLER DAVID C	515 SAND RD		ROCKWELL	NC	28138-6721		131366	10.01
MONROE NANCY P		1192 BIRD DOG TRL		ROCKWELL	NC	28138-8512	1192 BIRD DOG TR	361A015	38.23
DOUGLAS SHELIA PEACOCK		16117 129TH AVE		JAMAICA	NY	11434-2921	328 CLANCY ST	331B10002	9.73
PERRY KIMBERLY		4693 OLD TAVERN RD		PULASKI	VA	24301-6915	0 SELLS RD	325 043	5.48
REID FRANK B	REID MARY	2024 ROBIN RD		SALISBURY	NC	28144	2024 ROBIN RD	001 157	58.05
ROBINSON ROBERT L	ROBINSON CAROL M	195 CLOUD TOP LN		MOORESVILLE	NC	28115	195 CLOUD TOP LN	215B061	2.21
COSTNER LAW OFFICE PLLC	NC/SC REAL ESTATE TRUST	10125 BERKELEY PLACE DR		CHARLOTTE	NC	28262		144365	2.20
STEGALL ROGER	STEGALL BENNIE	4535 MOORESVILLE RD		SALISBURY	NC	28147-7651	4535 MOORESVILLE RD	464 050	325.00
FAY SERVICING		393 NICHOL MILL LN STE 260		FRANKLIN	TN	37067-0004	413 S HUDSON AVE	033 185	8.04
WHITLEY DAVID LEE SR		1565 CAMPBELL RD		WOODLEAF	NC	27054-9480		160481	41.83
WILLIAMS THOMAS C	WILLIAMS ROBIN	3614 OLD CONCORD RD		SALISBURY	NC	28146	3614 OLD CONCORD RD	405 053	162.12
WILLIAMS THOMAS C	WILLIAMS ROBIN	3614 OLD CONCORD RD		SALISBURY	NC	28146	3614 OLD CONCORD RD	405 053	162.12
WILLIAMS THOMAS C	WILLIAMS ROBIN	3614 OLD CONCORD RD		SALISBURY	NC	28146	3614 OLD CONCORD RD	405 053	162.12
WILLIAMS THOMAS C	WILLIAMS ROBIN	3614 OLD CONCORD RD		SALISBURY	NC	28146	3614 OLD CONCORD RD	405 053	208.72

Sonya Parmel
Tax Collector

(53)
Batch # 7002

WILLIAMS THOMAS C	WILLIAMS ROBIN	3614 OLD CONCORD RD		SALISBURY	NC	28146	3614 OLD CONCORD RD	405 053	210.84
WINRICH KENT A	WINRICH DONNA	109 SE 15TH ST		OAK ISLAND	NC	28465	2280 GHEEN RD	312 009	311.66
WINRICH KENT A	WINRICH DONNA	109 SE 15TH ST		OAK ISLAND	NC	28465	2280 GHEEN RD	312 009	311.66
WITKOWSKI TIMOTHY S		400 STEEPLECHASE TRL		SALISBURY	NC	28144	400 STEEPLECHASE TR	045A087	10.00
NANCE & OVERBY PLLC		214 E INNES ST		SALISBURY	NC	28144	1117 HOLMES AVE	002 12902	743.07
NANCE OVERBY PLLC		214 E INNES ST		SALISBURY	NC	28144	1117 HOLMES AVE	002 12902	71.93
									\$ 8,146.70
RODDEN LESLIE	RODDEN PANSY	265 J BROWN RD		SALISBURY	NC	28146	335 J BROWN RD	425 004000001	355.22
	*** 355.22 MAILED TO TAXPAYER 08/20/2021***								\$ 8,501.92

Sonye Parnell
Sax Collector

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Pamela Ealey, Planning Technician
DATE: 05/05/2022
SUBJECT: Schedule Public Hearing for June 6, 2022: Road Name Change

REQUEST

The Planning Department is requesting a public hearing be scheduled to consider three (3) requested road name changes for locations in the County:

1. Polka Dot Lane - located west off Organ Church Rd
2. Baby Bee Lane - located west off Vanderbilt Ave
3. Sills Creek Trail - located off Jones Rd

The accompanying Staff memo and maps depict the locations and rationale for the road name requests.

RECOMMENDATION

Schedule public hearing for June 6, 2022.

ATTACHMENTS:

Description	Upload Date	Type
Memo	5/5/2022	Cover Memo
GIS Maps	5/5/2022	Cover Memo
Petitions	5/5/2022	Cover Memo
Petition-Vanderbilt	5/5/2022	Cover Memo

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Pamela Ealey, Planning Technician
RE: Road Names
DATE: Thursday, May 5, 2022

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the **next available** County Commission meeting to consider and receive comment for the following road name requests:

1. Currently Known As: **Organ Church Road** (SR2490)
Proposed Name: ***Polka Dot Lane***
Location: Near intersection of Organ Church Road and Old Beatty Ford Road
Property Owners: Angela Knight, Otis Greene dba Greene's Mobile Home Land Sale, Donald Wilhelm
Reason for Change: this segment of Organ Church Road remained after NC DOT project W-5146, the realignment of Old Beatty Ford Road and Organ Church Road intersection was completed. This creates 2 roads with the name Organ Church Road that run parallel to one another, causing difficulty with mail and emergency services.
2. Currently Known As: **No Name driveway**
Proposed Name: ***Baby Bee Lane***
Location: 200 block of Vanderbilt Avenue, parcel 244-255
Property Owners: Richard and Kathy Major
Reason for Change: property owners are constructing a residence for their handicapped grandson on this 8+ acre tract. Assigned an address of 208 Vanderbilt Avenue, it was then discovered that this address had already been assigned a couple of years ago. There are no address numbers available, therefore the APA recommends the naming of this drive. This will ensure that the resident will have quick access to emergency service.
3. Currently Known As: **No Name driveway**
Proposed Name: ***Sills Creek Trail***
Location: 700 block of Jones Road
Property Owners: Brian Bradshaw, James and Heather Smith, Daryl Hartsell, Alan Lipscomb
Reason for Change: there are more than 2 houses sharing a driveway, per ordinance this mandates the naming of the driveway.

#1

Greene's Mobile Home
Land Sale (Otis Greene)
1101 Michael Ave
Concord, NC 28025

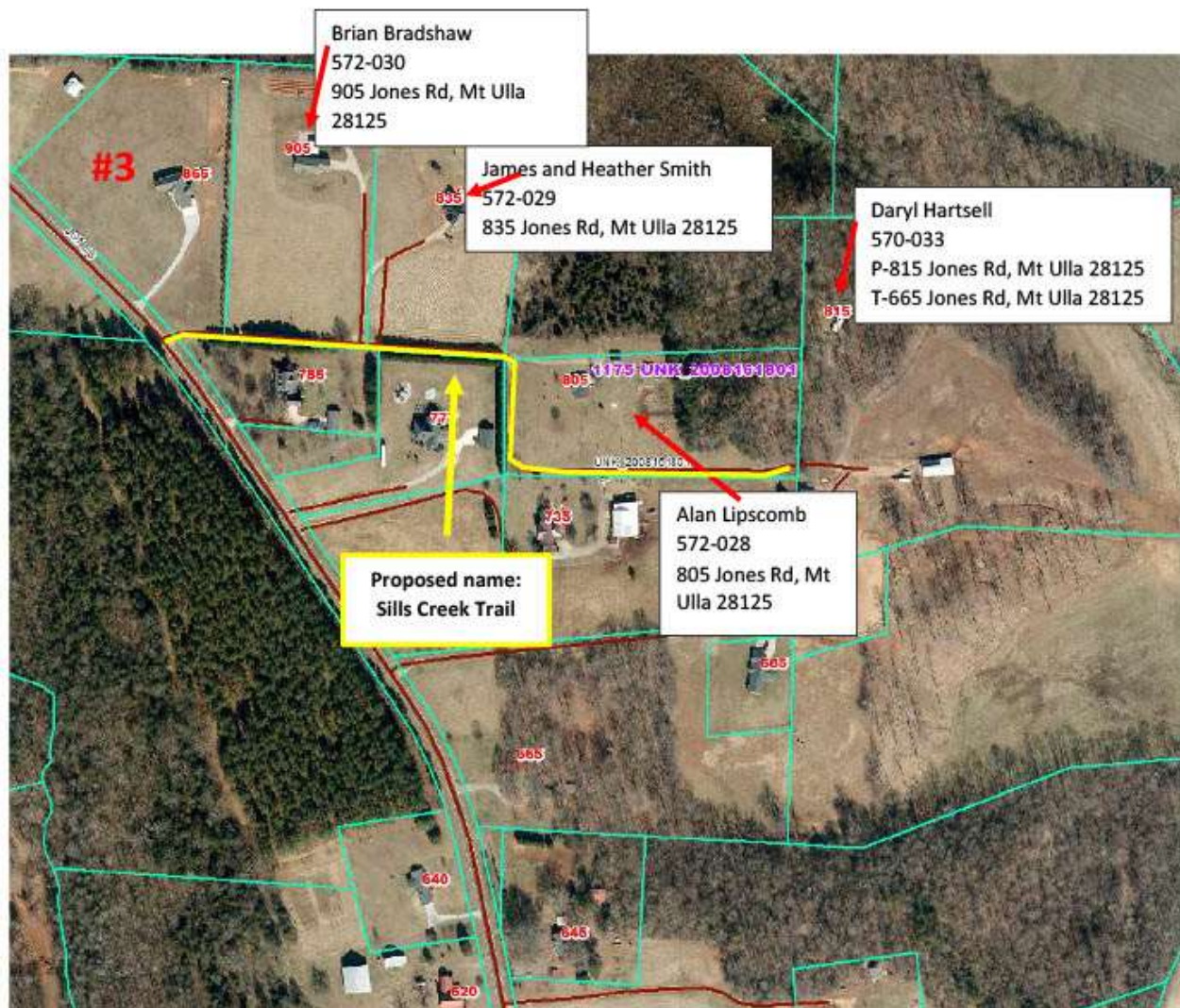
Angela Knight
1780 Organ Church Rd
Salisbury, NC 28146

Donald Wilhelm & Wife
9900 Old Beatty Ford Rd
Rockwell, NC 28138

Proposed Polka Dot Lane







ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing



Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality.

This petition must be complete for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram.

**FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION
IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.**

With the exception of roads in new subdivisions, for which is the cost of the sign is the responsibility of the developer, the county provides and maintains road signs.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The road name choices will be evaluated by the following criteria:

1. The proposed name must not be a duplicate or sound deceptively similar to the name of any other road in Rowan County, including all municipalities.
2. The proposed road name shall not be that of an individual person.
3. All names ending in street, avenue, drive, lane, etc. will be treated as the same name. For example, if there is an existing Wood Street, there cannot be a new road named Wood Drive. This is a duplicate road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: Organ Trail Organ Trail
Second Choice: Organ Trail Extension
Third Choice: Double A

It is also important to remember that any or all addresses along the road may be changed during the naming process. We have suggested Organ Trail, since that is an established road, but if you would like to suggest other names we can consider please feel free to do so.

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

- ☒ Assignment of a name to an unnamed road.
☐ Changing the name of road.

Location of road: Describe the location of road in relation to major highways or state road: located east of Organ Church Road, at the 1700 block of Organ Church Road,

State road number(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR _____ (Highway Number) NC# _____ US# _____

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." NO NAME 1750 Organ Church Rd.

Petitioners:

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. **Petitions having less than a majority may be returned to the petition leader for additional signatures and may be submitted for Board of Commissioner approval through the special consideration procedure.**

UNANIMOUS PETITIONS submitted with 100% of property owners' signatures may be approved by the addressing committee located within the Planning and Development Department while **MAJORITY** and **SPECIAL CONSIDERATION** petitions will be taken for Commissioner approval through the public hearing process and may take 30 days or more for the procedure. You will be notified of completion of the road naming process after final action.

Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE Hilise C. Greene
Address 1101 Michael Avenue (for property at 1750 Organ Church Rd) Salisbury 28146
City Concord State NC Zip 28025
Telephone: Home 704-788-7784 Other _____ Tax map/parcel number 374B079

DATE: <u>11-6-21</u>

Road name agreed on: 1. Organ Trail
2. _____
3. _____

Signature	Address	City, St Zip	Map #	Parcel #	Telephone #
	1101 Michael Ave	Concord, NC 28025	374B	079	
	1780 Organ Church Rd	Salisbury, NC 28146	374B	080	
	9900 Old Beatty Ford Rd	Rockwell, NC 28138	374	070	

**ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing**



Return this completed petition form to:
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Pamela Ealey, Planning Technician
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Salisbury, NC 28144
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**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO
RETURNING PETITION.**

First Choice: Organ Trail - Double "A" Lane
Second Choice: Polka dot Lane
Third Choice: Mimosa Lane

It is also important to remember that any or all addresses along the road may be changed during the naming process. We have suggested Organ Trail, since that is an established road, but if you would like to suggest other names we can consider please feel free to do so.

ROAD NAME PETITION

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State road numbers(s). Complete the following that is applicable:

(Secondary road (SR) & Four Digits) SR _____ (Highway Number) NC# _____ US# _____

Present name of road: Name by which the road is currently known. If the road has no name, write "no name." NO NAME _____.

Petitioners:

Petitioners are property owners who own property along the road. Along with each signature include the mailing address, telephone number, and tax map and parcel number.

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Petition leader: must own property along the proposed road, otherwise the petition is void:

SIGNATURE _____

Address _____

City _____ State _____ Zip _____

Telephone: Home _____ Other _____ Tax map/parcel number _____

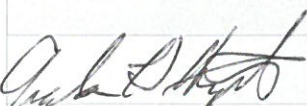
DATE: _____

Road name agreed on:

1. _____ Organ Trail

2. _____

3. _____

Signature	Address	City, St Zip	Map #	Parcel #	Telephone #
	1101 Michael Ave	Concord, NC 28025	374B	079	
	1780 Organ Church Rd	Salisbury, NC 28146	374B	080	980-892-3133
	9900 Old Beatty Ford Rd	Rockwell, NC 28138	374	070	

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing



Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603 Fax: 704 216-7986
Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality. The address program administration (APA), which is comprised of staff from Rowan County's Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division, are assigned to administer this article.

This petition must be completed for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram. FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The APA utilizes the National Emergency Number Association (NENA) United States Civic Location Data Exchange Format (CLDX) Standard as a guide for establishing or accepting road names. Based on NENA CLDX guidance and in its discretion as administrator of this ordinance, the APA may reject any proposed road name that:

1. Is duplicated elsewhere in the county (including a municipality) or sounds deceptively similar to an existing road name. This includes the use of homophones, e.g. bear and bare, pen and pin.
2. Is not easily enunciated or pronounced, especially in any emergency.
3. Intends to use specific names of individuals or property owners along the road.
4. Uses directional identifiers (N, S, E, W) and thoroughfare abbreviations (way, alley, etc.) in conjunction with an existing road name for consideration as a proposed road name.
5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE
PRIOR TO RETURNING PETITION.**

First Choice: Blue Bird Lane

Second Choice: Humming Bird

Third Choice: Monarch

} Lane, Road, Path, etc

"Private" - Road, Drive?

no
all
dupl.

*It is also important to remember that any or all addresses along the road
may be changed during the naming process*

- ① Baby Bee Lane
- ② Queen Bee Lane
- ③ Honey Bee Way

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

- ☒ Assignment of a name to an unnamed road.
☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road: Driveway off of Vanderbilt Avenue 200 block. Current name of the road, if it has no name, write "no name." NO NAME.

At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

Petitioners:

Petitioners are property owners who own property along the road being named. Along with each signature include the mailing address, telephone number, tax map and parcel number. In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures or may be submitted for board of commissioner approval through the special consideration procedure. **UNANIMOUS** and **MAJORITY** petitions may be approved by the board of commissioners following a public hearing. **SPECIAL CONSIDERATION** petitions will be processed as follows:

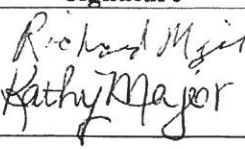
Less than majority – All property owners along the road to be named will be notified by the APA of the proposed road name choice and that no additional petitions will be accepted for consideration. Final action on the petition will be taken by the board of commissioners.

Lack of submittal – Failure to return a road naming petition within thirty (30) days to the APA shall indicate that property owners along the road are agreeing to use the name proposed by the APA. Final action will be taken by the board of commissioners.

All property owners will receive notification from the APA of the new road name and potentially their new address number after the board of commissioners' decision.

Petition leader:

One of the property owners must be the petition leader, they will be the person the APA will communicate with should there be any questions or clarifications needed, *the petition leader should be the first signature below.* The petition leader must own property along the proposed road. The petition leader should coordinate all of the property owners signatures and submit the completed petition to the Rowan County Planning and Development office.

Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
	Richard & Kathy Major	108 Rutledge St, China Grove, NC 28023	704-961-2969	244-255

ROWAN COUNTY
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 Justan Mounts
DATE: 5/16/2022
SUBJECT: Approval of Bank of America Exterior Lighting at ATM Located at WEP

NC Bank of America is requesting improvements to the above referenced site to improve the safety. The attached Exterior Lighting design will be completed bringing this site into bank standards as shown in the pdf inserted on page 3. This design requires the removal of some landscaping and replacement to something that can be maintained to 36". This work will be completed over the next year. If you have any specific questions about the design, please contact me or the Design Engineering Firm GMR at the following contact:
Alex Andrup
ajandrup@gmr1.com
972-772-1322

Attached Authorization and Consent Form and drawings.

Board of Commissioners to authorize the County Manager to sign the authorization and consent form for the Bank of America Exterior Lighting Project at the ATM at West End Plaza.

ATTACHMENTS:

Description	Upload Date	Type
Consent Form	5/6/2022	Cover Memo
Drawings	5/9/2022	Cover Memo



April 21, 2022

Johnston Road Plaza LLC

Re: Bank of America Exterior Lighting
NCW-404
Salisbury Mall
1935 Jake Alexander Blvd W Salisbury NC

Bank of America is requesting improvements to the above referenced site to improve the safety. The attached Exterior Lighting design will be completed bringing this site into bank standards as shown in the pdf inserted on page 3. This work will be completed over the next year. If you have any specific questions about the design, please contact me or the Design Engineering Firm GMR at the following contact:

Alex Andrup

ajandrup@gmr1.com

972-772-1322

Please respond by May 19, so that improvements for this site may proceed as documented above. Please sign the letter below (page 2) and return to me. It can be mailed or scanned and returned via email to me also.

Laura Fabrizio
3320 Newbliss Circle
Ormond Beach, FL 32174
Laura.fabrizio@am.jll.com
Phone: 508-922-6845

Thank you in advance for your cooperation.

Very truly yours,

Laura Fabrizio
Jones Lange LaSalle - Bank of America Account
Laura.fabrizio@am.jll.com
Phone: 508-922-6845



AUTHORIZATION AND CONSENT FORM

Landlord/Owner: Johnston Road Plaza LLC

Leased Premises: NCW-404 - Salisbury Mall 1935 Jake Alexander Blvd W Salisbury NC

Landlord Contact: _____

Print Name: _____

Telephone Number: _____

Email: _____

Re: Exterior Lighting

To Whom It May Concern:

I am a duly authorized representative of _____, the Landlord/Owner at the above referenced lease premises.

In my capacity as the Landlord/Owner's official representative, I do hereby authorize Jones Lang LaSalle Bank to perform improvements to the above referenced leased premises. I further authorize Bank of America or its representatives to obtain in Landlord's name all required permits for the proposed remodeling hereby consented to by Landlord. Costs associated with permit acquisition and construction will be at the bank's expense.

Landlord/Owner:

Signature: _____

Date: _____



Bank Standards



Lighting Standard
Final May2012.pdf

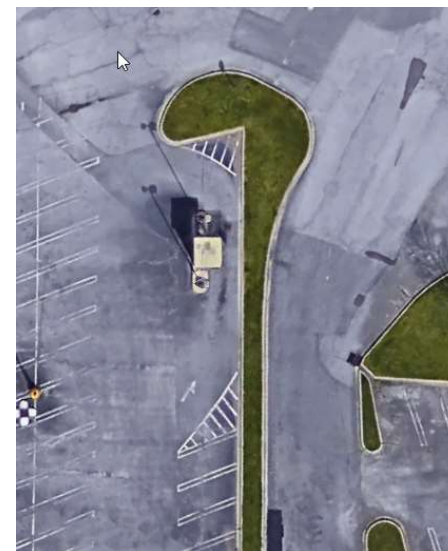


EXTERIOR LIGHTING PROGRAM

NCW-404
1935 Jake Alexander
Blvd W,
Salisbury, NC, 28147

DRAWING INDEX:

- COVER SHEET
- LU-1 GENERAL NOTES
- LU-2 OVERALL SITE PLAN
- LU-3 SITE DETAILS
- LU-4 ELEVATIONS



VICINITY MAP

SCOPE OF WORK	
COUNT	NOTES
3	OUT OF SCOPE
8	REPLACE EXISTING FIXTURE

LIGHTING FIXTURE SCHEDULE											
TOTAL FIXTURE COUNT	TYPE	NEW POLE COUNT	MANUFACTURER	MODEL	MODEL NUMBER	NOTES	MOUNTING HEIGHT	MOUNTING ACCESSORY	BUG RATING	MOUNTING	TOTAL WATTAGE
8	GY1		CREE	OSQ	OSQ-L-B-30L-40K7-5M-UL-NM-BZ	REPLACE EXISTING FIXTURE	MATCH EXISTING	OSQ-ML-B-DA-BZ	B5-U0-G5	POLE MOUNT	1056 W
3	ZD1		-		-	OUT OF SCOPE	-	-	-	RECESSED CANOPY MOUNT	192 W
GRAND TOTAL WATTAGE											1248 W

GRAND TOTAL WATTAGE

1248 W

v1 220310



Office: (972) 771-6038
1629 Smirl Drive, Suite 200, Heath, Texas 75032
www.gmr1.com

CONTRACTOR RESPONSIBILITY NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PERMITTING, INCLUDING COORDINATION WITH THE LOCAL JURISDICTION AND ANY ASSOCIATED PERMIT FEES OR PROCESSING. CONTRACTOR SHALL NOTIFY GMR UPON RECEIPT OF PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITTING DOCUMENTS THAT ARE NOT INCLUDED IN THE LIGHTING DESIGN PACKAGE. THESE INCLUDE, BUT ARE NOT LIMITED TO, STAMPED ELECTRICAL DRAWINGS, STAMPED POLE BASE DRAWINGS, AND PROFESSIONAL SURVEYS.
3. SHOULD STAMPED PHOTOMETRIC DRAWINGS BE REQUIRED, CONTRACTOR SHALL ENGAGE LOCAL ENGINEER OR LIGHTING DESIGNER AS REQUIRED TO PROVIDE STAMP ON GMR PHOTOMETRIC DESIGN DOCUMENTS.
4. CONTRACTOR SHALL PROVIDE THE BANKING CENTER NOTIFICATION AT LEAST ONE WEEK IN ADVANCE OF VISITING SITES OR STARTING WORK.
5. CONTRACTOR SHALL VERIFY VOLTAGE REQUIREMENTS FOR FIXTURES PRIOR TO PLACEMENT OF FIXTURE ORDERS.
6. CONTRACTOR TO VERIFY LIGHTING CONTROLS PRIOR TO BEGINNING CONSTRUCTION. SEE LIGHTING CONTROL NOTES.
7. CONTRACTOR SHALL RECEIVE FORMAL APPROVAL FROM GMR ON ANY FIXTURE MODIFICATIONS OR VARIATIONS FROM THE LUMINAIRE SCHEDULE.
8. CONTRACTOR SHALL VERIFY EXISTING AND PROPOSED FIXTURE MOUNTING CONDITIONS IN FIELD. ANY SPECIAL MOUNTING HARDWARE NEEDED FOR PROPOSED FIXTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
9. CONTRACTOR SHALL SUPPLY ALL NEW LIGHT POLES. NEW LIGHT POLES SHALL MATCH EXISTING CONDITIONS ON SITE FOR POLE TYPE AND PAINT COLOR.
10. CONTRACTOR SHALL ORDER ALL FIXTURES FROM BORDER STATES IN ACCORDANCE WITH BANK OF AMERICA NATIONAL ACCOUNT. CONTACT NATIONAL ACCOUNT QUOTES DEPARTMENT AT BOA@BORDERSTATES.COM OR 704-372-3040.
11. CONTRACTOR SHALL PERFORM ALL NECESSARY PATCHING OR REPAINTING FOR ADDED, REMOVED, OR REPLACED FIXTURES.
12. CONTRACTOR SHALL REPAIR ANY DISTURBED AREAS BACK TO EXISTING CONDITION INCLUDING PAVED AREAS, LANDSCAPED AREAS, ETC.
13. CONTRACTOR SHALL VERIFY AND DOCUMENT COMPLETED WORK DURING NIGHT HOURS. ALL FIXTURES MUST BE FUNCTIONAL DURING NIGHT HOURS PRIOR TO SCHEDULING A FINAL SURVEY WITH GMR.
14. CONTRACTOR SHALL PROVIDE BEFORE AND AFTER NIGHT TIME PHOTOS OF THE SITE.
15. CONTRACTOR SHALL UTILIZE THE 'BOA ELP INCENTIVE SITE SURVEY FORM' TO DOCUMENT THE EXACT DETAILS OF EACH FIXTURE BEING REMOVED FOR REBATE AND ENERGY SAVINGS CALCULATION PURPOSES.
16. CONTRACTOR SHALL RECEIVE A PUNCHLIST FROM GMR UPON FINAL SURVEY FOR ANY REMAINING ITEMS TO BE COMPLETED.

CONTROLS & ADDITIONAL NOTES:

LIGHTING CONTROL NOTES:

THE CONTRACTOR SHALL VERIFY THE CONTROLS FOR ALL EXTERIOR LIGHTING AND ATM/AHD INTERIOR LOBBIES ON THE SITE (EXCLUDING SIGNAGE) AND ADJUST ACCORDING TO THE FOLLOWING:

- IC3 CONTROL
CONTRACTOR SHALL VERIFY THAT EXTERIOR LIGHTING CIRCUITS ARE CONTROLLED BY THE CORRECT IC3 CIRCUIT. WHERE EXTERIOR LIGHTING IS INCLUDED ON CONTROL CIRCUITS FOR INTERIOR SYSTEMS, INTERIOR LIGHTING, OR EXTERIOR SIGNAGE, CONTRACTOR SHALL ADJUST EXTERIOR LIGHTING TO THE CORRECT CONTROL CIRCUIT AS REQUIRED.
- PHOTOCELL CONTROL:
CONTRACTOR SHALL REPLACE EXISTING PHOTOCELLS WITH NEW AND INSTALL IN A LOCATION BEST SUITED TO PROVIDE APPROPRIATE LIGHT EXPOSURE SUCH THAT EXTERIOR LIGHTS ARE ON DURING DARKNESS.
- TIME CLOCK CONTROL:
CONTRACTOR SHALL VERIFY LOCATION OF TIME CLOCK. IF TIME CLOCK IS IN ELECTRICAL ROOM ALONG WITH IC3 CONTROLS, CONTRACTOR SHALL ADJUST CIRCUIT TO BE CONTROLLED BY IC3 EXTERIOR LIGHTING CONTROLS. IF TIME CLOCK IS IN A REMOTE LOCATION NOT IN CLOSE PROXIMITY TO THE IC3 CONTROLS, CONTRACTOR SHALL VERIFY TIME CLOCK IS SET PROPERLY AND LEAVE CIRCUIT ON TIME CLOCK CONTROL.
- MANUAL CONTROL:
CONTRACTOR SHALL VERIFY THAT NO EXTERIOR LIGHTING IS CONTROLLED MANUALLY. IF ANY EXTERIOR LIGHTING IS ON A MANUALLY CONTROLLED CIRCUIT, CONTRACTOR SHALL ADJUST TO BE CONTROLLED BY PHOTOCELL OR IC3, WHICHEVER IS MOST ECONOMICALLY ACCOMPLISHED.

ADDITIONAL CONTRACTOR NOTES:

CONSTRUCTION COMPLETION VERIFICATION

UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE VERIFICATION IN WRITING TO THE BANK OF AMERICA PJM THAT ALL WORK IS COMPLETE ACCORDING TO THE CONSTRUCTION DOCUMENTS, AND THAT ALL EXTERIOR LIGHTING IS FUNCTIONING DURING NIGHTTIME HOURS. COMPLETION PHOTOS, TAKEN AT NIGHT, SHALL BE PROVIDED IN THE FOLLOWING FORMAT:
PROVIDE A SINGLE DOCUMENT CONTAINING THE FOLLOWING:

- SITE PHOTOS FROM ALL SIDES OF BUILDING
- MINIMUM OF 3 PHOTOS OF EACH COMPLIANCE AREA (ATM(S), AFTER-HOUR DEPOSITORIES, ASSOCIATE ENTRY) FROM DIFFERENT ANGLES
- MINIMUM OF 2 PHOTOS OF ALL NON-COMPLIANCE AREAS FROM DIFFERENT ANGLES

SITE ABBREVIATIONS:

PL = PROPERTY LINE
AFG = ABOVE FINISHED GRADE
FC = FOOTCANDLE
CBO = CONTROLLED BY OTHERS
AHD = AFTER HOUR DEPOSITORY

FIXTURE CLARIFICATION NOTES:

1. OUT OF SCOPE - EXISTING FIXTURES TO REMAIN ON SITE WITHOUT MODIFICATION. NO ACTION REQUIRED UNLESS NOTED OTHERWISE.
2. REMOVE AND PATCH - EXISTING FIXTURES TO BE FULLY REMOVED AND ANY PAINTING, PATCHING OR ELECTRICAL WORK NEEDED IS TO BE ASSESSED AND PERFORMED BY CONTRACTOR.
3. REPLACE EXISTING FIXTURE - EXISTING FIXTURE TO BE FULLY REMOVED AND REPLACED IN THE SAME LOCATION WITH A NEW FIXTURE. CONTRACTOR TO VERIFY IF POLE AND/OR POLE BASE IS SUFFICIENT FOR THE NEW FIXTURES. ANY PAINTING, PATCHING OR ELECTRICAL WORK NEEDED IS TO BE ASSESSED AND PERFORMED BY CONTRACTOR.
4. ADD NEW FIXTURE - NEW FIXTURES TO BE ADDED. ANY PAINTING, PATCHING OR ELECTRICAL WORK NEEDED TO BE ASSESSED AND PERFORMED BY CONTRACTOR.
5. ADD NEW POLE & FIXTURE - A NEW POLE AND FIXTURE TO BE ADDED. CONTRACTOR TO SPECIFY POLE TO MATCH EXISTING STYLE AND COLOR AND, IF NOT PROVIDED, POLE BASE DATA FOR NEW POLE LOCATIONS. CONTRACTOR TO VERIFY IF POLE AND POLE BASE IS SUFFICIENT FOR THE HEIGHT, LOCATION AND FIXTURE SPECIFIED.
6. GMR DOES NOT SPECIFY MOUNTING HARDWARE FOR ANY SPECIFIED FIXTURES. CONTRACTOR IS TO WORK WITH DISTRIBUTOR AND/OR MANUFACTURER ON A CASE BY CASE BASIS TO IDENTIFY AND ORDER REQUIRED MOUNTING HARDWARE.
7. CONTRACTOR TO VERIFY WHETHER EXISTING WIRING LOCATIONS OR THE ADDITION OF WIRING FOR NEW FIXTURE LOCATIONS IS SUFFICIENT FOR THE DESIGNATED FIXTURE LOCATION.
8. CONTRACTOR TO SPECIFY POLE COLOR AND TYPE PRIOR TO ORDERING.
9. ALL FIXTURES ARE ASSUMED BRONZE IN COLOR UNLESS NOTED OTHERWISE IN THE LUMINAIRE SCHEDULE. CONTRACTOR TO CONFIRM PRIOR TO ORDERING.

GENERAL NOTES:

1. EXISTING CONDITIONS SHOWN ON THE DRAWINGS ARE BASED ON A LIMITED AMOUNT OF INFORMATION AVAILABLE TO THE ENGINEER. ALL SUCH CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING THE BID AND ADJUSTED IF NECESSARY. NO ADDITIONAL COMPENSATION SHALL BE GRANTED AFTER AWARDED A BID FOR ANY EQUIPMENT, MATERIAL OR LABOR REQUIRED TO REWORK OR OTHERWISE MODIFY EXISTING CONDITIONS.
2. THIS LIGHTING DESIGN IS BASED ON A COMBINATION OF STATE STANDARDS, THE BANK'S CURRENT SECURITY POLICY FOR EXTERIOR ATM AND AFTER-HOUR DEPOSITORIES AND BANK GUIDELINES FOR NON-SECURITY COMPLIANCE ZONES.
3. TRIM ALL TREES/LANDSCAPING TO MINIMIZE IMPEDING LIGHT FROM ANY LIGHT FIXTURES THAT IMPACT THE 60' RADIUS AROUND ALL ATMS AND A RADIUS OF 50' AROUND ALL AFTER-HOUR DEPOSITORIES. CONSIDERATION MUST BE GIVEN TO TREES/LANDSCAPING IN A STATE OF FULL FOLIAGE/BLOOM AND FUTURE GROWTH. ALL LANDSCAPING WORK WILL BE PERFORMED BY OTHERS WITH A SEPARATE PERMIT (IF REQUIRED).
4. ALL MOUNTING HEIGHTS ARE INTENDED TO THE BOTTOM OF THE FIXTURE.
5. CONTRACTOR TO FIELD VERIFY FIXTURE PLACEMENT DIMENSIONS PRIOR TO CONSTRUCTION.
6. DIMENSIONING PROVIDED IS FOR PROPOSED FIXTURE LOCATIONS ONLY, UNLESS OTHERWISE NOTED ON THE DRAWING.
7. THE CONTRACTOR SHALL ATTEMPT TO ELIMINATE THE USE OF EXPOSED CONDUIT WHERE POSSIBLE. IF EXPOSED CONDUIT IS NECESSARY, THE CONTRACTOR SHALL VERIFY USE WITH PROJECT MANAGER.
8. ALL EXISTING LIGHTS WILL BE REPLACED WITH LED LIGHTS AND ALL PROPOSED LIGHTS WILL ALSO BE LED, UNLESS OTHERWISE NOTED.
9. ALL FIXTURES ARE TO BE MOUNTED ABOVE FINISH GRADE. UNLESS OTHERWISE NOTED, MATCH EXISTING POLE BASES.

Bank of America®



BLUE = NEW FIXTURE
GREEN = EXISTING FIXTURE LOCATION TO BE REPLACED
ORANGE = EXISTING FIXTURE TO REMAIN
TURQUOISE = FIXTURE TO BE REMOVED
PINK = REPLACE WITH NEW POLE AT NEW HEIGHT
PROPERTY LINE BASED ON COUNTY APPRAISAL INFORMATION
RED = INDICATES NEW SECURITY FENCE



v1 220310

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PROJECT NO.	DESCRIPTION	REV



Salisbury Mall
NCW-404
1935 Jake Alexander Blvd W,
Salisbury, NC, 28147

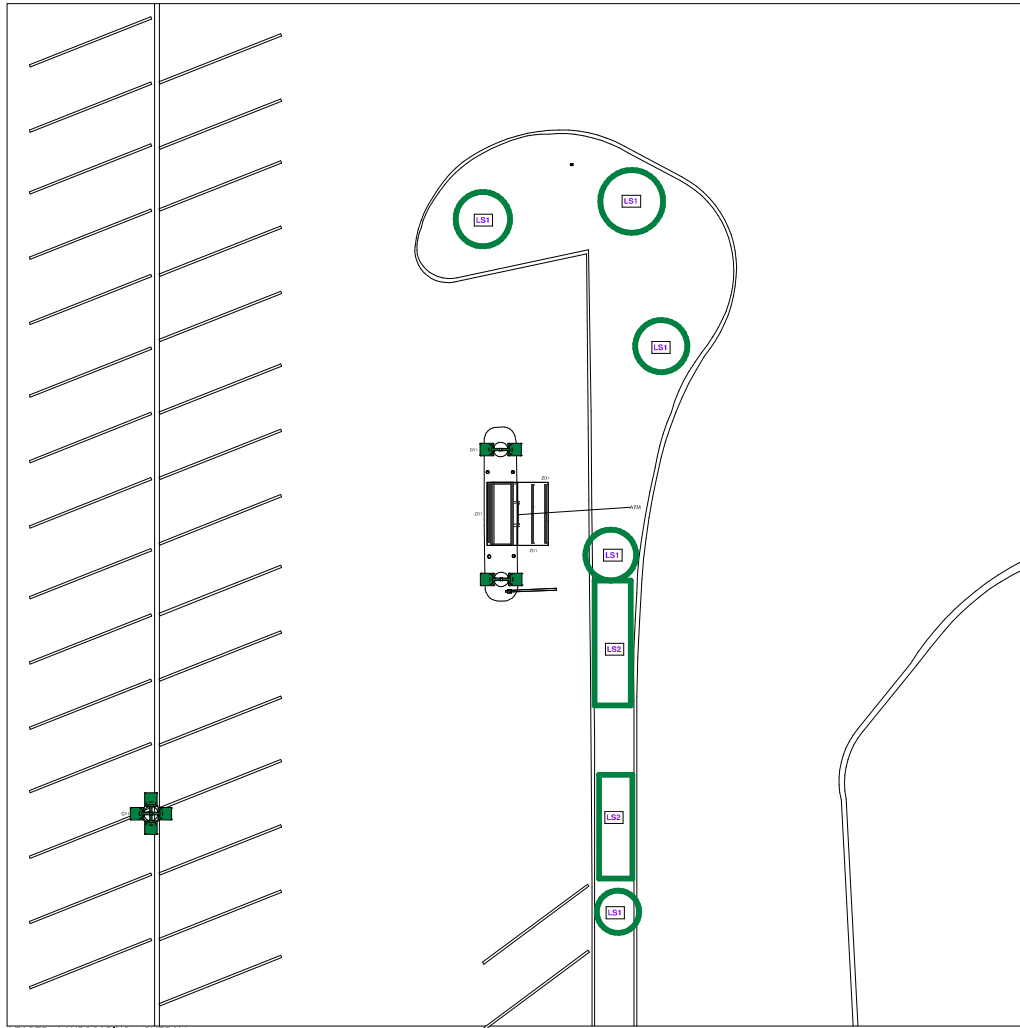
GENERAL NOTES

DESIGNED BY:	MPV	DRAWN BY:	MPV
PERMITTED BY:	AWD	APPROVED BY:	KRM
SHEET NO.	LU-1		

THIS PLAN SET IS PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE BANK AND THE USE OF THIS DESIGN IS PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE BANK



BLUE = NEW FIXTURE
GREEN = EXISTING FIXTURE LOCATION TO BE REPLACED
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TURQUOISE = FIXTURE TO BE REMOVED
PINK = REPLACE WITH NEW POLE AT NEW HEIGHT
PROPERTY LINE BASED ON COUNTY APPRAISAL INFORMATION
RED = INDICATES NEW SECURITY FENCE



1 LEASED - LANDSCAPING & OVERALL
SITE PLAN
1/8" = 1'-0"

v1 220310

REVISION	DESCRIPTION	BY	DATE
1		MPV	
2		KRM	



Salisbury Mall
NCW-404
1935 Jake Alexander Blvd W,
Salisbury, NC, 28147

OVERALL SITE PLAN

DESIGNED BY	MPV	CHECKED BY	MPV
REVIEWED BY	AWD	APPROVED BY	KRM
SHEET NO.	LU-2		

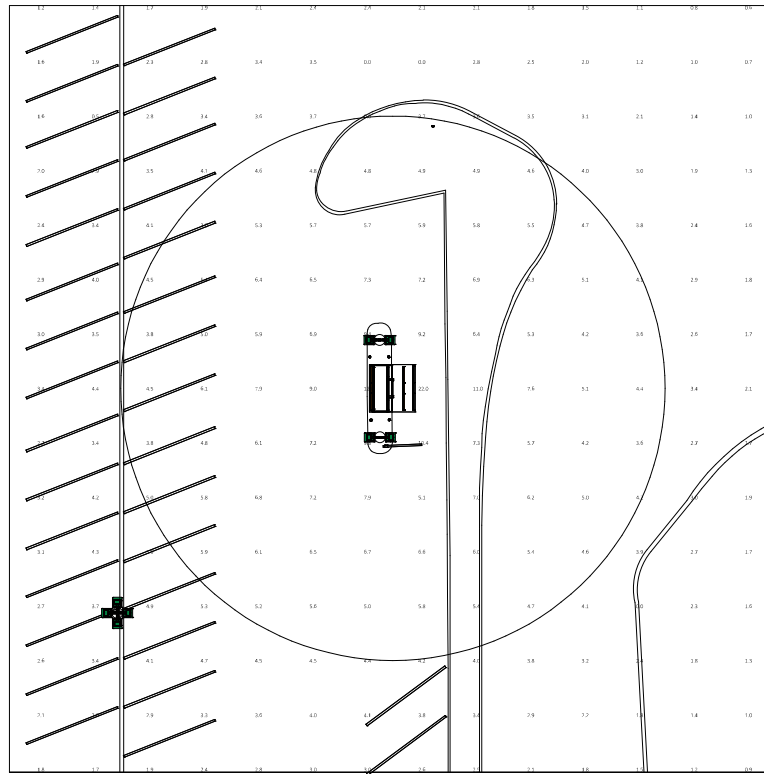
LANDSCAPE SCHEDULE

SYMBOL	QTY	NOTE
LS1	5	REMOVE LANDSCAPING AND REPLACE WITH LANDSCAPING THAT CAN BE MAINTAINED AT 36"
LS2	2	TRIM LANDSCAPING DOWN TO 36"

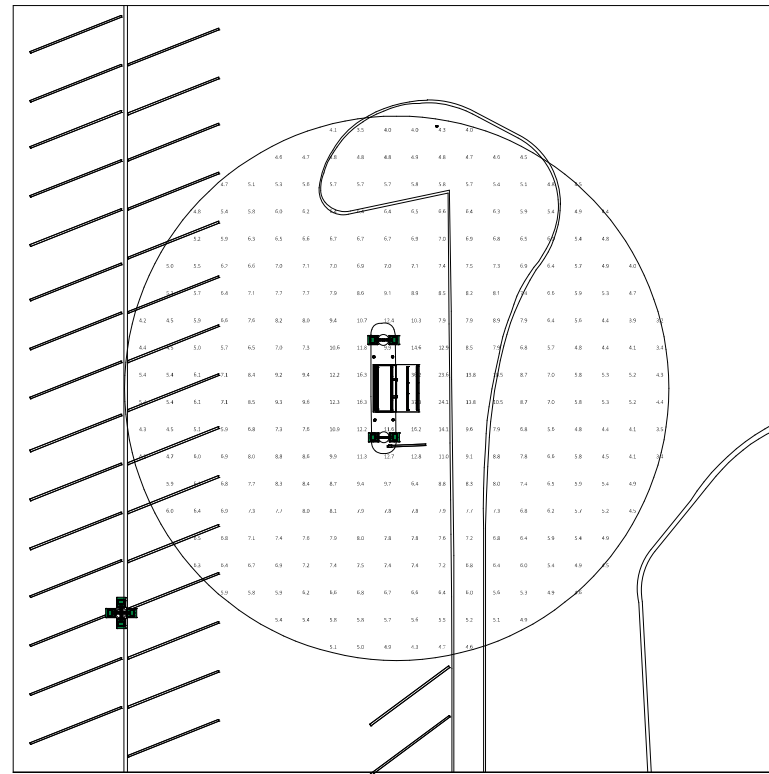
EXISTING CONDITIONS:
1. EXISTING POLES - SQUARE - STEEL
2. EXISTING POLE BASES - @ GRADE
3. EXISTING DRIVE THRU CEILING - N/A



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GREEN = EXISTING FIXTURE LOCATION TO BE REPLACED
ORANGE = EXISTING FIXTURE TO REMAIN
TURQUOISE = FIXTURE TO BE REMOVED
PINK = REPLACE WITH NEW POLE AT NEW HEIGHT
PROPERTY LINE BASED ON COUNTY APPRAISAL
INFORMATION
RED - INDICATES NEW SECURITY FENCE



② LEASED - FULL SITE
3/32" = 1'-0"



③ LEASED - COMPLIANCE AREA
3/32" = 1'-0"

v1 220310

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Δ		
Δ		
DESCRIPTION	DESCRIPTION	REVISION



Salisbury Mall
NCW-404
1935 Jake Alexander Blvd W,
Salisbury, NC, 28147

SITE DETAILS

DESIGNED BY:	MPV	CREATED BY:	MPV
REVIEWED BY:	AWD	APPROVED BY:	KRM
SHEET NO.	LU-3		

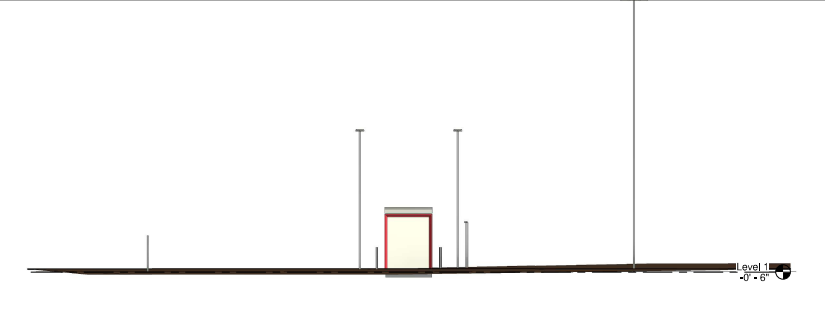
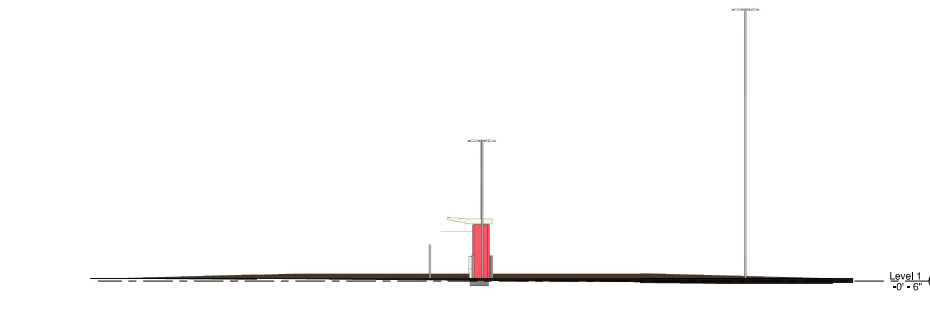
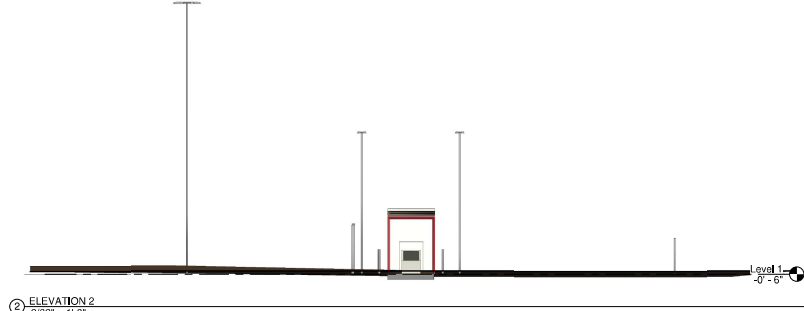
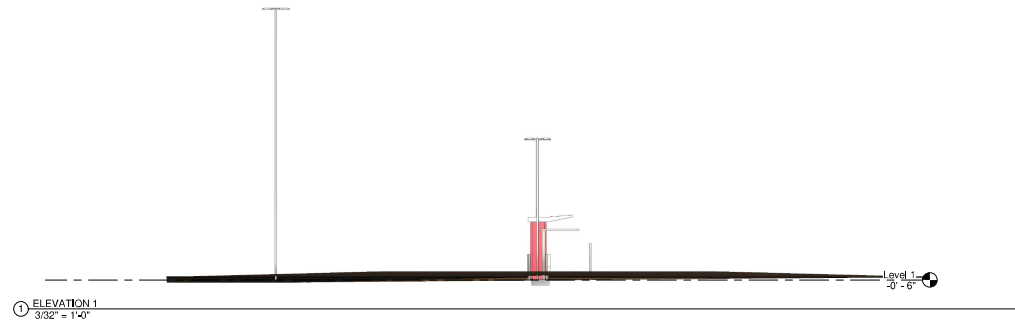
CALCULATION SUMMARY					
Calculation Points Name	Average	Maximum	Minimum	Ave/Min	Max/Min
ATM 50' @ 36"	7.1 fc	37.3 fc	3.2 fc	2.2	11.5
FULL SITE @ GRADE	3.9 fc	22.0 fc	0.0 fc	0.0	0.0

NOTES	
1. READINGS ARE MEASURED AT 30' (31) ABOVE GRADE. 2. THE SCOPE OF WORK FOR THIS PROJECT IS LIMITED TO EXTERIOR LIGHTING RENOVATIONS AS SHOWN ON THE PLANS. 3. REFERENCE THE LUMINAIRE SCHEDULE FOR ADDITIONAL LIGHT FIXTURE INFORMATION. 4. GC TO VERIFY WITH LOCAL AUTHORITY HAVING JURISDICTION ON TREE TRIMMING AND/OR REMOVAL PRIOR TO COMMENCING WORK.	

THIS LIGHTING PLAN ILLUSTRATES ILLUMINANCE LEVELS CALCULATED FROM LABORATORY DATA UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINANCE ENGINEERING SOCIETY OF NORTH AMERICAN (IESNA) APPROVED METHODS. ACTUAL SITE ILLUMINANCE LEVELS AND PERFORMANCE OF LUMINAIRES MAY VARY DUE TO VARIATIONS IN WEATHER, ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER RELATED VARIABLE FIELD CONDITIONS.



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ORANGE = EXISTING FIXTURE TO REMAIN
TURQUOISE = FIXTURE TO BE REMOVED
PINK = REPLACE WITH NEW POLE AT NEW HEIGHT
PROPERTY LINE BASED ON COUNTY APPRAISAL INFORMATION
RED - INDICATES NEW SECURITY FENCE



v1 220310

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Δ		
REVISION NO.	DESCRIPTION	BY



Salisbury Mall
NCW-404
1935 Jake Alexander Blvd W,
Salisbury, NC, 28147

ELEVATIONS

DESIGNED BY:	MPV	CHECKED BY:	MPV
PERMITTED BY:	AWD	APPROVED BY:	KRM
SHEET NO.			

LU-4

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: Deborah Horne, Fire Marshal
DATE: May 10, 2022
SUBJECT: Ellis Cross-Country Lease and Option Agreement With HomeTrust Bank

ATTACHMENTS:

Description	Upload Date	Type
Letter to HomeTrust Bank	5/9/2022	Cover Memo

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



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

Rowan County Board of Commissioners

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

May 16, 2022

HomeTrust Bank
PO Box 10
Asheville, NC 28802-0010

Re: Municipal Lease and Option Agreement between HomeTrust Bank and Ellis Cross-Country Volunteer Fire Department, Inc.

Dear Sirs:

I am Chairman of the County Commissioners of Rowan County. This letter is to advise you that Ellis Cross-Country Volunteer Fire Department, Inc. is a qualified Volunteer Fire Department, assigned to protect a specific fire district within Rowan County.

In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction.

Sincerely,

Gregory C. Edds, Chairman
Board of Commissioners

Equal Opportunity Employer



recycled paper

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: May 9, 2022
SUBJECT: Second Amendment to Lease for Lisa's Hair Salon

ATTACHMENTS:

Description

Second Amendment to Lease

Upload Date

5/9/2022

Type

Cover Memo

NORTH CAROLINA

ROWAN COUNTY

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is made as of the ____ day of May, 2022, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and LISA LONG d/b/a LISA'S HAIR SALON ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 14th day of April, 2014 ("Lease") for an approximately 1000 square foot space Suite D-8 located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County, 28147 (the "Leased Area"), and a First Amendment to Lease dated the 20th day of August, 2021 upon the terms and conditions contained therein; and

WHEREAS, Landlord and Tenant now desire to amend the Lease upon terms and conditions as amended herein in order to resolve certain rent issues that have arisen due to Covid-19 and NC Executive Orders that prohibited Tenant from physically opening the commercial space for income producing work and subsequently when allowed to re-open such Orders limited substantially the volume of business activities allowed within the space causing substantial loss in revenues; and

WHEREAS, Landlord has determined that it is in Landlord's best interest resolve these rent issues and accrued arrears of \$11,050.00 and support Tenant in her effort to remain at West End Plaza.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 1 is hereby amended to make the Effective Date of this Second Amendment the 1st day of July, 2022, with a New Term of five (5) years ending June 30, 2027 unless earlier terminated by the parties;
2. Section 2 is hereby amended to add a new Section 2(b): Due to the effects of Covid-19 and NC Executive Orders that prohibited Tenant from opening occupying the Leased Area for its customary business purposes as a hair salon, Landlord waives all rent obligations for accrued arrears through the date hereof, Tenant shall resume full rent payments in 2(a) above of \$650.00 per month for the New Term.
3. Except as expressly modified and amended by this First Amendment, the Lease remains in full force and effect according to its terms.

{Signature Page Follows}

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Second Amendment to the Lease on the date set forth above.

LANDLORD: ROWAN COUNTY, a Body Politic

BY:

Its: Manager/Chairman

TENANT: LISA LONG d/b/a LISA'S HAIR SALON

BY:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 5/9/2022
SUBJECT: Amos Aviation Third Lease Amendment LFBO

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

Approve amendment for signature.

ATTACHMENTS:

Description	Upload Date	Type
Third Amendment	5/9/2022	Exhibit

NORTH CAROLINA

ROWAN COUNTY

THIRD AMENDMENT
LIMITED FIX BASE OPERATOR AGREEMENT

THIS THIRD AMENDMENT TO LIMITED FIX BASE OPERATOR AGREEMENT is made as of the ___ day of _____, 2022 by and between Rowan County, a body politic ("Lessor"), and Amos Aviation, a sole proprietorship ("Lessee").

WHEREAS, Lessor and Lessee have previously entered into that certain Limited Fixed Base Operator Agreement dated March, 2017, a First Amendment to Limited Fixed Base Operator Agreement ("LFBO") dated October 2018, and a Second Amendment to Limited Fixed Base Operator Agreement dated October 2020 (collectively the "Agreement"); and

WHEREAS, The Agreement and its Renewal Term terminated on the 31st day of March 2022 "unless otherwise extended by written agreement between the parties" and the parties desire now to extend the LFBO; and

WHEREAS, Lessor has begun a study of its current Leases and LFBO Agreements and anticipates having new or amended terms to include in all future Leases and LFBO Agreement, and therefore wishes to limit this Extended Term only through the end of the Fiscal Year 2022-2023 as provided below.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree to amend the Agreement as follows:

1. Article I Extended Term shall be modified to define said Term being from April 1, 2022 through June 30, 2023.
2. Except as expressly modified and amended by this Second Amendment, the Agreement remains in full force and effect according to its terms.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and delivered this First Amendment to the Agreement on the date set forth above.

LESSOR: ROWAN COUNTY

BY:

Gregory C. Edds, Chairman

LESSEE: AMOS AVIATION, a sole proprietorship

BY:



Davey Amos, Owner

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: May 10 2022
SUBJECT: Resolution Requesting City of Salisbury Release Portion of its ETJ for Airport

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/10/2022	Cover Memo
Exhibit A	5/10/2022	Cover Memo
SL 2013-60	5/10/2022	Cover Memo
RCZO Surface Terms	5/10/2022	Cover Memo

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



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

Rowan County Board of Commissioners

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

A RESOLUTION BY THE COUNTY OF ROWAN REQUESTING THE CITY OF SALISBURY RELEASE A PORTION OF ITS EXTRA-TERRITORIAL JURISDICTION THAT ENCOMPASSES THE MID CAROLINA REGIONAL AIRPORT

WHEREAS, Rowan County (the "County") owns certain real property consisting of parcels that make up Mid Carolina Regional Airport (the "Airport") and shown more particularly on attached Exhibit A (the "Property"; and

WHEREAS, said Property was removed from the City of Salisbury (the City") corporate limits by the North Carolina General Assembly by Session Law 2013-60 dated June 4, 2013, attached as Exhibit B; and

WHEREAS, said Session Law did not remove the Property from the City's extra-territorial jurisdiction ("ETJ"), so the City has maintained control over all zoning and development standards for the Property since June 4, 2013; and

WHEREAS, certain conflicts between the City's Development Ordinance and the Federal Aviation Administration guidelines for general Airport development and runway protection zones that govern the County's development of the Airport, specifically as to building heights, landscaping and buffer requirements, setbacks from parcel lines, and building materials; and

WHEREAS, the County and City desire to reconcile these conflicts with the City releasing its ETJ for all parcels associated with the Airport as specifically shown in Exhibit A and listed in Exhibit B in order to promote the orderly development of the Airport; and

WHEREAS, the County has proposed replacement zoning and standards as attached in Exhibit C to replace the City's zoning and standards being released.

NOW, THEREFORE BE IT RESOLVED, the Rowan County Board of Commissioners hereby adopts this Resolution as a its respectful request for the City of Salisbury to release that portion of its ETJ encompassing the Mid Carolina Regional Airport as shown in Exhibits A and B attached.

Adopted this the 16th day of May, 2022.

Gregory C. Edds, Chair
Rowan County Board of Commissioners

ATTEST:

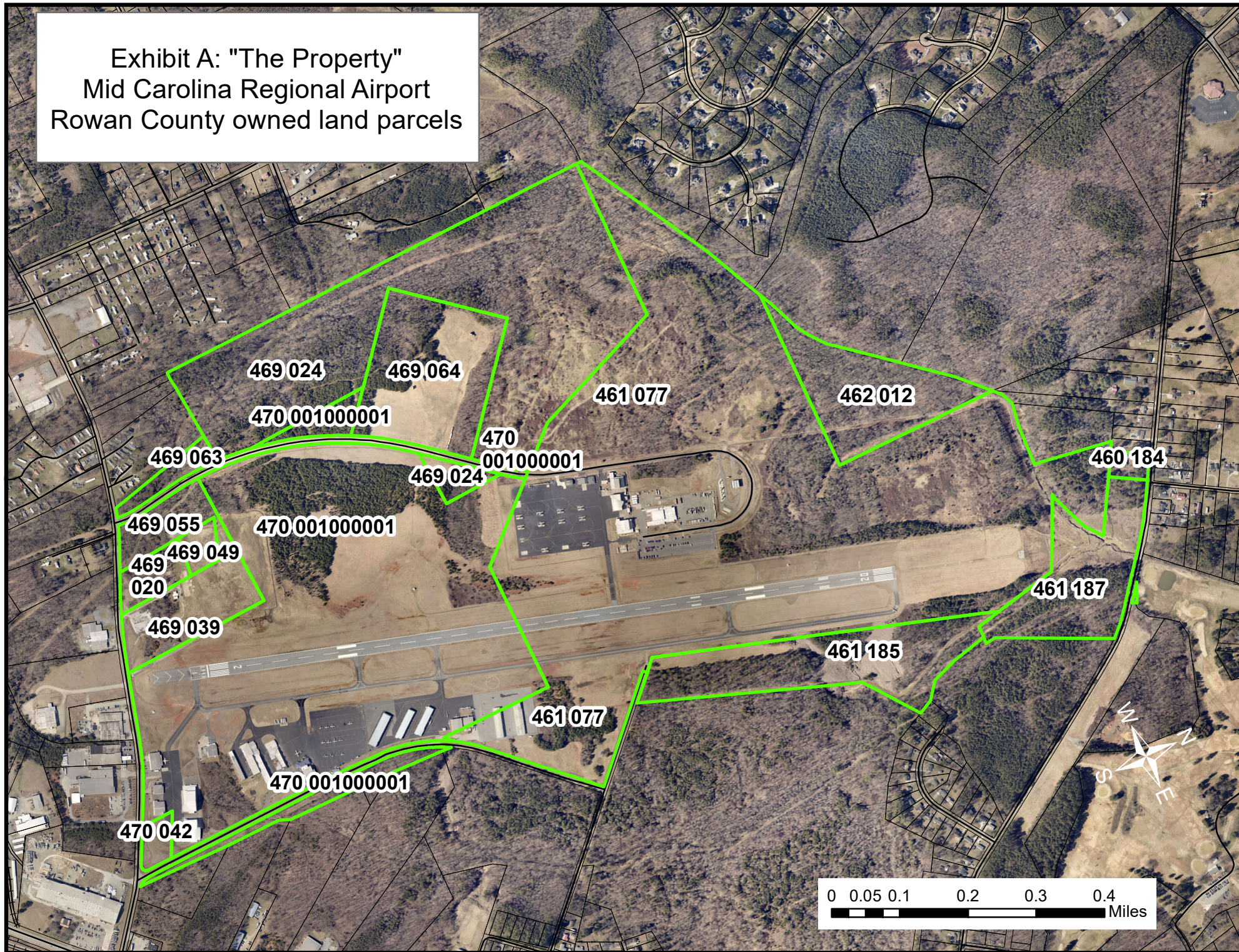
Carolyn Barger, MMC, NCMCC
Clerk to the Board

Equal Opportunity Employer



recycled paper

Exhibit A: "The Property"
Mid Carolina Regional Airport
Rowan County owned land parcels



**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2013**

**SESSION LAW 2013-60
SENATE BILL 269**

AN ACT REMOVING CERTAIN ROWAN COUNTY OWNED PARCELS IN THE
VICINITY OF THE ROWAN COUNTY AIRPORT FROM THE CORPORATE LIMITS
OF THE CITY OF SALISBURY.

The General Assembly of North Carolina enacts:

SECTION 1. The following described property owned by Rowan County and located in the vicinity of the Rowan County Airport, and identified by Property Identification Number (PIN), is removed from the corporate limits of the City of Salisbury:

PIN# 460 063
460 165
460 184
461 0770000001
461 1870000001
469 063
470 0010000011
470 037
470 042
471 043

SECTION 2. This act has no effect upon the validity of any liens of the City of Salisbury for ad valorem taxes or special assessments outstanding before the effective date of this act. Such liens may be collected or foreclosed upon after the effective date of this act as though the property were still within the corporate limits of the City of Salisbury.

SECTION 3. This act becomes effective June 30, 2013.

In the General Assembly read three times and ratified this the 4th day of June, 2013.

s/ Daniel J. Forest
President of the Senate

s/ Thom Tillis
Speaker of the House of Representatives



Section 21-4. Definitions Excerpt

Approach surface means the surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. ~~The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways. The approach surface extends from the primary surface along the extended runway centerline for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.~~

Conical surface airport means a surface beginning at the periphery of the horizontal surface, extending outward and upward for a horizontal distance of four thousand (4,000) feet and increasing in height at a 20:1 slope.

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

Instrument landing system (ILS) means a radio navigation system which provides aircraft with horizontal and vertical guidance prior to and during landing, and at certain fixed points, indicates the distance to the reference point of landing.

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

***Non-precision instrument runway* means a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved, or planned, and for which no precision approach facilities are planned, or indicated on an FAA planning document or military service military airport planning document.**

***Precision Approach Zone* means the inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways. The approach surface extends from the primary surface along the extended runway centerline for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.**

Precision instrument runway means a runway having an existing instrument approach procedure utilizing an instrument landing system (ILS), or a precision approach radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated by an FAA

approved airport layout plan; a military service approved military airport layout plan; any other FAA planning document, or military service military airport planning document.

Primary surface means a surface longitudinally centered on a runway. The primary surface extends two hundred (200) feet beyond each end of the runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is one thousand (1,000) feet as required for precision runway landings.

Transitional surface means the surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface **until it intersects with the Horizontal or Conical surface** and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

Sec. 21-31. Zoning districts established.

(b) The following general use and overlay districts are established:

(1) *General zoning districts:*

- | | |
|---|-----------------------------------|
| a. Rural Agricultural (RA) | h. 85-ED-1 |
| b. Rural Residential (RR) | i. 85-ED-2 |
| c. Residential Suburban (RS) | j. 85-ED-3 |
| d. Multifamily Residential (MFR) | k. 85-ED-4 |
| e. Manufactured Home Park District (MHP) | l. Industrial (IND) |
| f. Neighborhood Business (NB) | m. Institutional (INST) |
| g. Commercial, Business, Industrial (CBI) | n. Airport Industrial (AI) |

Sec. 21-32. General zoning districts defined; purpose and intent.

(j) Airport Industrial, AI. This district is established for airport-specific or related businesses that will be located, designed, constructed and maintained in a manner compatible with aviation operations. Uses in the AI district tend to focus on manufacturing, transportation, services and public administration with standards designed to promote safety and compatibility with the MidCarolina Regional Airport Layout Plan (ALP) adopted by the Rowan County Board of Commissioners. In-keeping-with-the ALP, Any use(s) or proposed structure(s) located on Rowan County property is subject to approval by the Rowan County Board of Commissioners and shall comply with MidCarolina Regional's minimum standards and applicable Federal Aviation Administration (FAA) rules and regulations including FAA 7460-1 Notice of Proposed Construction or Alteration.

Properties owned by Rowan County, NC that encompass and adjoin the MidCarolina Regional Airport will comprise the district. District boundaries may be amended by addition of contiguous parcels via the map amendment process prescribed in Section 21-362.

Sec. 21-33. Overlay districts.

Overlay districts are zoning districts, which are applied only in conjunction with other zoning districts, and may grant additional use of development requirements upon the underlying zoning districts. The effect is to have both the overlay district and the underlying zoning controlling the use and development of the lot. Overlay districts are applicable on an area wide basis to support specific public policy objectives and as such should be consistent with adopted land use plans. Overlay districts may be applied to conventional and conditional zoning districts. An overlay district may be initiated as an amendment by the board of commissioners, planning board, planning staff, or the property owner or their designated representative.

- (1) *Airport Zone Overlay, AZO.* The zones and restrictions established in this subsection are designed to limit the height of structures surrounding the county airport's established elevation of seven hundred seventy-two (772.3) feet above mean sea level (msl) in order to prevent hazards to the lives and property of the users of the airport and the occupants of land in the vicinity.
 - a. *Uses allowed.* The use requirements of the underlying district apply to the AZO district. However, all uses must be in conformance with the provisions of this section.
 - b. *Establishment of zones.* To carry out the provisions of this section, there are hereby created and established certain civil airport imaginary surfaces which ~~include all~~ **consist** of the land lying beneath the approach surface, **including the non-precision and precision approach zones**; transitional surface; horizontal surface; conical surface; and primary surface. These civil airport imaginary surfaces are established with relation to the Rowan County Airport runway and proposed extensions of thereof. Such imaginary surfaces are **defined in Section 21-4 and** shown on the Official County Airport Zoning Map prepared by the Rowan County Planning Department and dated October 4, 2004, **(TBD)** which is adopted and incorporated herein by reference. **The size of each such imaginary surface is based on the categorization of this runway as having both a precision instrument runway.** The slope and dimensions of the imaginary surfaces, applied to each end of a runway, are determined by the most precise approach existing or planned for the runway end. ~~The surfaces are hereby established and defined as follows:~~
 1. ~~*Horizontal surface.* A horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs with a radius of ten thousand (10,000) feet from the center of each end of the primary surface of each end of the runway, including any planned extensions, and connecting the adjacent arcs by lines tangent to those arcs.~~
 2. ~~*Conical surface.* A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of four thousand (4,000) feet.~~
 3. ~~*Primary surface.* A surface longitudinally centered on a runway. The primary surface extends two hundred (200) feet beyond each end of the runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is one thousand (1,000) feet as required for precision runway landings.~~
 4. ~~*Approach surface.* A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface.
 - i. ~~The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of sixteen thousand (16,000) feet as provided for precision instrument runways.~~~~

ii. ~~The approach surface extends for a horizontal distance of ten thousand (10,000) feet at a slope of 50:1 with an additional forty thousand (40,000) feet at a slope of 40:1.~~

5. ~~Transitional surface. These surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.~~

c. *Height limitations.* Except as otherwise provided in this article, no structure shall be erected, altered or maintained, and no tree shall be allowed to grow within the AZO district extending or projecting into the lowest applicable imaginary surfaces defined herein.

Sec. 21-61. Conditional districts.

(a) *Purpose.* There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. This voluntary procedure must be petitioned by the property owner or their authorized agent as a firm development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

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

Sec. 21-66. General criteria for uses listed SR in the AI District in section 21-113.

Uses listed as SR in the AI District in section 21-113, the table of uses, shall comply with the following criteria, as applicable:

- (1) **Site plan.** A site plan shall be provided showing the existing lot, existing and proposed buildings, and criteria required herein.
- (2) **Lighting.** Any outdoor or building mounted lighting shall be shielded or directed downward to prevent upward illumination that may create interference with airport operations.
- (3) **Building material.** No glare-producing material shall be used as exterior siding or as roofing on any building.
- (4) **Building height.** The maximum height for any building or structure not associated with administration or operation(s) of the MidCarolina Regional Airport shall be limited to the lesser of the Airport Zoning Overlay (AZO) or thirty-five (35') feet
- (5) **Parking.** Parking shall be as prescribed in article VII, Parking, for that use.
- (6) **Signage.** Signage is preferred to be building mounted, otherwise free-standing signage in the AI district shall be limited to one (1) location per site at a maximum height subject to the lesser of the Airport Zoning Overlay or twenty-five (25) feet
- (7) **Outdoor storage.** All outside storage areas, including dumpsters, shall be:
 - a. Sited to the rear of the building;
 - b. Not within the required setbacks.
 - c. Completely screened from adjacent residentially zoned property by means of an opaque fence no less than six (6) feet in height.
 - d. Aviation fuel storage locations are subject to compliance with National Fire Protection Association (NFPA) standard 407 and safety standards established by North Carolina Department of Insurance and the Federal Aviation Administration.
- (8) **Setbacks.** Front yard setbacks shall be measured at fifty (50) feet from the edge of the road right-of-way with side and rear yard setbacks measured at ten (10) feet from the property line or lease area. When multiple buildings or structures occupy a parcel(s), a twenty-five (25) foot separation between structures shall be provided in lieu of a side and rear yard setback.

Sec. 21-84 Table of dimensional requirements

<i>DISTRICTS</i>	RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND
Minimum zone lot size⁽¹⁾⁽³⁾										
Septic tank and individual or multi-connection well	20,000 sq ft	20,000 sq ft	20,000 sq ft	6 acres	2 acre with 3 du/acre ⁽²⁾	N/A	N/A ⁽²⁾	20,000 sq ft	N/A	N/A
Minimum zone lot size⁽¹⁾⁽³⁾										
Public water or community water or Public sewer or approved package treatment plant	15,000 sq ft	15,000 sq ft	15,000 sq ft	6 acres	2 acre with 8 du/acre ⁽²⁾	N/A	N/A ⁽²⁾	15,000 sq ft	N/A	N/A
Minimum zone lot size⁽¹⁾⁽³⁾										
Public water and sewer	10,000 sq ft	10,000 sq ft	10,000 sq ft	6 acres	2 acre with 12 du/acre ⁽²⁾	N/A	N/A ⁽²⁾	10,000 sq ft	N/A	N/A
Minimum lot width at right-of-way	35 ft	35 ft	35 ft	35 ft	35 ft ⁽⁶⁾	35 ft	35 ft	35 ft	35 ft	35 ft
Minimum lot width at Building setback line	70 ft	70 ft	70 ft	70 ft	70 ft ⁽⁶⁾	70 ft	70 ft	50 ft	70 ft	70 ft
Minimum lot depth										
Without public water & sewer	150 ft	150 ft	150 ft	150 ft	150 ft ⁽⁶⁾	100 ft	100 ft ⁽²⁾	100 ft ⁽²⁾	150 ft	150 ft
Public water and sewer	125 ft	125 ft	125 ft	125 ft	125 ft ⁽⁶⁾	100 ft	100 ft	100 ft	125 ft	150 ft
Principal structure setback										
Front Yard ⁽⁴⁾	30 ft	30 ft	50 ft	50 ft	50 ft ⁽⁶⁾	50 ft	50 ft ⁽²⁾	30 ft	30 ft	50 ft
Side street	20 ft	20 ft	25 ft	50 ft	50 ft ⁽⁶⁾	30 ft	30 ft ⁽²⁾	20 ft	20 ft	30 ft
Side yard ⁽⁴⁾	10 ft	10 ft	10 ft	50 ft	50 ft ⁽⁶⁾	10 ft	10 ft or 0 ft ⁽²⁾	10 ft or 0 ft ⁽⁷⁾	10 ft	10 ft or 0 ft
Rear yard ⁽⁴⁾	10 ft	10 ft	20 ft	50 ft	50 ft ⁽⁶⁾	10 ft	10 ft or 0 ft ⁽²⁾	10 ft or 0 ft ⁽²⁾⁽⁷⁾	10 ft	10 ft or 0 ft
Accessory structure setback⁽⁸⁾										
Front	30 ft	30 ft	50 ft	50 ft ⁽⁵⁾	50 ft ⁽⁶⁾	50 ft	10 ft	10 ft	10 ft	10 ft
Any right-of-way	10 ft	10 ft	10 ft	30 ft ⁽⁵⁾	50 ft ⁽⁶⁾	10 ft	10 ft	10 ft	10 ft	10 ft
Side and rear yard	10 ft	10 ft	10 ft	10 ft ⁽⁵⁾	10 ft ⁽⁶⁾	10 ft	10 ft	10 ft	10 ft	10 ft

Sec. 21-113. Table of uses.

P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements S - Special Use CD – Conditional District		Zoning Districts									
		Residential					Nonresidential				
		RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND
	Residential										
SIC	Single family dwelling, site built	P	P	P	P	P		P	P		
	Single family dwelling, modular	P	P	P	P	P		P	P		
	Manufactured home	P Type I (1)	P Type I (1)		P Type I, II, III	P Type I (1)		P Type I (1)			
	(1) Refer to section 21-284 for exception to this criteria, section 21-137 for replacement of nonconforming manufactured homes and section 21-281 for temporary uses										
	Temporary family health care structure	P (A)	P (A)	P (A)	P (A)	P (A)		P (A)	P (A)		
	Duplex, individual	P	SR			P		P			
	Duplexes, triplexes, quadraplexes, other multi-family developments					S					
	Accessory structure, residential	P (A)	P (A)	P (A)	P (A)	P (A)		P (A)	P (A)		
	Home occupations	P	P	P	P	P		P	P		
	Residential clustering	S	S	S		S					
	Family care homes	SR	SR	SR	SR	SR		SR	SR	SR	
	Manufactured home park				S						
	Manufactured home park, family	SR	SR		SR	SR					
	Major Subdivisions for residential use	P	P	P	P	P					

[illegible]

1442	Common sand mining	SR	SR					P			P
	Construction										
15	Building construction- general contractors and operative builders	SR	SR					P	SR		P
16	Heavy construction other than building construction – contractors	SR	SR				SR	P	SR		P
17	Construction – special trade	SR	SR				SR	P	SR		P
	Manufacturing										
20	Food and kindred products, <i>all except</i>	SR	SR					P	SR		P
201	Meat products							P			P
207	Fats and oils										P
208 (pt)	Winery	SR or S	SR or S					P	SR		P
2091	Canned and cured fish and seafood							P			P
2092	Prepared fresh or frozen fish and seafood							P			P
21	Tobacco products	SR	SR					P	SR		P
22	Textile mill products, <i>all except</i>							P			P
226	Dying and finishing textile										P
23	Apparel & other finished products made from fabrics & similar material	SR	SR					P	SR		P
24	Lumber and wood products, except furniture, <i>all except</i>	SR	SR					P	SR		P
241	Logging	P	P	P	P	P		P	P	P	P
2421	Sawmills and planing mills, general	SR									P
2426 (pt)	Dimension, hardwood	SR									P
2429 (pt)	Sawmills, special product	SR									P
2491	Wood preserving										P
25	Furniture and fixtures	SR	SR					P	SR		P
26	Paper and allied products, <i>all except</i>							P			P
261	Pulp mills										S
262	Paper mills										S
27	Printing, publishing, allied industries	SR	SR					P	SR		P
28	Chemicals and allied products, <i>all except</i>										S
283	Drugs							P			P

284	Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations							P			P	
29	Petroleum refining, related products										S	
30	Rubber and miscellaneous products	SR	SR					P	SR		P	
31	Leather & leather products, <i>all except</i>	SR	SR					P	SR		P	
311	Leather and finishing										S	
32	Stone, clay, glass and concrete products, <i>all except</i>	SR	SR					P	SR		P	
P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements S - Special Use CD – Conditional District			Zoning Districts									
		Residential						Nonresidential				
		Use	RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND
	<i>Manufacturing cont.</i>											
324	Hydraulic cement										S	
325	Structural clay products										S	
327	Concrete, gypsum, plaster products										S	
329	Abrasives, asbestos, Non-metallic mineral products										S	
33	Primary metal industries										S	
34	Fabricated metal products, except machinery and transportation equipment, <i>all except</i>	SR	SR				SR	P	SR		P	
3483	Ammunition except for small arms										S	
3489	Ordnance and accessories										S	
35	Industrial and commercial machinery and computer equipment	SR	SR				SR	P	SR		P	
36	Electronic and other electrical equipment and components, except computer equipment, <i>all except</i>	SR	SR				SR	P	SR		P	
3612	Power distribution and specialty transformers							P			P	
37	Transportation equipment	SR	SR				SR	P	SR		P	
38	Measuring, analyzing and controlling instruments	SR	SR				SR	P	SR		P	
39	Miscellaneous manufacturing industries	SR	SR				SR	P	SR		P	

	Transportation, communications, electric, gas and sanitary services										
40	Railroad transportation										P
41	Local & suburban transit, interurban highway passenger transportation	SR	SR				SR	P	SR		P
42	Motor freight transportation and warehousing, <i>all except</i>	SR	SR				SR	P	SR		P
421	Trucking	SR	SR					P	SR		P
4221	Farm product warehousing and storage	SR or S	SR or S					P	SR		P
	Dead storage of manufactured homes	SR	SR		SR	SR		SR			SR
4226 (pt)	Automobile dead storage										S
4226 (pt)	Oil and gasoline storage caverns for hire and petroleum and chemical bulk stations and terminals for hire						SR(A)	P			P
43	U.S. Postal Service	P	P	P	P	P		P	P	P	P
44	Water transportation, <i>all except</i>							P			P
4493 (pt)	Marinas							P	SR		P
45	Transportation by air						SR	P			P
46	Pipelines, except natural gas	S	S	S	S	S		S	S	S	S
47	Transportation services, <i>all except</i>						SR	P			P
472	Arrangement of passenger transportation	SR	SR				SR	P	SR		P
48	Communications, <i>all except</i>							P			P
	Transmission tower & Wireless support structures	S	S					S	S		S
	Co-location of wireless facilities	SR	SR	SR	SR	SR		SR	SR	SR	SR
	Eligible facilities request	SR	SR	SR	SR	SR		SR	SR	SR	SR
	Alternative tower structures	SR	SR	SR	SR	SR		SR	SR	SR	SR
	Public safety tower	SR	SR	SR	SR	SR		SR	SR	SR	SR
4832	Radio broadcast towers	S									
4833	Television broadcast towers	S									
49	Electric, gas, and sanitary services. <i>all except</i>							S			S
	Electric and water distribution lines, gas pipelines	P	P	P	P	P		P	P	P	P
491 (pt)	Residential Solar Energy Systems	SR	SR	SR	SR	SR		SR	SR	SR	SR
491 (pt)	Non-Residential Solar Energy Systems	SR						SR	SR	SR	SR

491 (pt)	Roof Mounted Solar Energy Systems	SR	SR	SR	SR	SR		SR	SR	SR	SR	
491 (pt)	Utility Scale Solar Energy Systems	CD						CD			S	
494	Water supply	P	P	P	P	P		P	P	P	P	
P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements S - Special Use CD – Conditional District			Zoning Districts									
		Residential						Nonresidential				
Use		RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND	
	<i>Transportation, communications, electric, gas and sanitary services cont.</i>											
4952	Sewerage systems	S	S					P			P	
4953	Refuse systems, all prohibited <i>except</i>											
	Dumps: operation of	CD									S	
	Garbage: collect, destroy & process	CD									S	
	Land clearing and inert debris landfill (LCID)	CD									S	
	Landfills, sanitary: operation of	CD									S	
	Refuse systems	CD									S	
	Rubbish collection and disposal	CD									S	
	Sludge disposal sites	CD									S	
4959	Sanitary services, NEC	S						P			P	
496	Steam and air conditioning supply							P			P	
	<i>Wholesale trade</i>											
50	Wholesale trade, durable goods, <i>all except</i>	SR	SR					P	SR		P	
5015	Motor vehicle parts, used (outdoor)	CD									S	
5015	Motor vehicle parts, used (indoor)							SR			SR	
5032	Brick, stone & related construction materials							P	SR		P	
505	Metal & minerals, except petroleum							P			P	
5083	Farm & garden machinery & equipment	SR	SR					P	SR		P	
5093	Scrap and waste materials										S	
51	Wholesale trade, nondurable goods, <i>all except</i>	SR	SR					P	SR		P	

5153	Grain and field beans	SR or S	SR or S					P	SR		P
5154	Livestock (wholesale)										S
5159	Farm product raw materials, NEC	SR or S	SR or S					P	SR		P
516	Chemical and allied products										S
517	Petroleum and petroleum products										S
5191	Farm supplies	SR or S	SR or S					P	SR		P
	SIC 516 and 517 were removed as special uses in the CBI district as a result of Z-10-04 text amendments.										
	<i>Retail trade</i>										
52	Building material, hardware, garden supplies and mobile home dealers	SR	SR					P	SR		P
53	General merchandise stores	SR	SR					P	SR		P
54	Food stores	SR	SR					P	SR		P
55	Auto dealers, gas service stations	SR	SR					P	SR		P
56	Apparel and accessory stores	SR	SR					P	SR		P
57	Home furniture, furnishings and equipment stores	SR	SR					P	SR		P
58	Eating and drinking places, all except	SR	SR					P	SR		P
5813	Drinking places (alcoholic beverages)							S			P
59	Miscellaneous retail	SR	SR					P	SR		P
	<i>Finance, insurance and real estate</i>										
60	Depository institutions	SR	SR					P	SR		P
61	Non-depository institutions	SR	SR					P	SR		P
62	Security and commodity brokers	SR	SR					P	SR		P
63	Insurance carriers	SR	SR					P	SR		P
64	Insurance agents, brokers & service	SR	SR					P	SR		P
65	Real estate	SR	SR					P	SR		P
67	Holding and other investment offices	SR	SR					P	SR		P
	<i>Services</i>										
70	Hotels, rooming houses, camps and other lodging places, <i>all except</i>	SR	SR					P	SR		
7011	Cabins	S						S	S		
7032	Sporting and recreational camps	S	S					P	SR	P	P

7033	Campgrounds and RV parks	S						S	S		
72	Personal services, <i>all except</i>	SR	SR					P	SR		P
7261 (pt)	Crematories							P			P
P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements S - Special Use CD – Conditional District			Zoning Districts								
		Residential						Nonresidential			
		Use		RA	RR	RS	MHP	MFR	AI	CBI	NB
	<i>Services cont.</i>										
73	Business services	SR	SR				SR	P	SR		P
75	Auto repair, services and parking	SR	SR					P	SR		P
76	Misc repair services	SR	SR				SR	P	SR		P
78	Motion pictures	SR	SR					P	SR		P
79	Amusement, recreational services, <i>all except</i>	SR	SR					P	SR		P
7941	Sports clubs and promoters							S			S
7948(pt)	Racetrack operations, including speedways, go-kart tracks and dragstrips							S			S
7992	Public golf courses	S	S					P			
7996	Amusement park							S			S
7997	Membership sports and recreational clubs, <i>all except</i>	SR or S	SR or S	SR				P	SR		P
7997 (pt)	Gun club, shooting clubs	S						S			S
7997 (pt)	Baseball club, football club, soccer club, and similar athletic field operation	CD						S			
7999	Amusement and recreation services, NEC, <i>all except</i>						SR	P	SR		P
7999 (pt)	Archery ranges, shooting range, skeet shooting, and trapshooting facilities (outdoor)	S						S			S
7999 (pt)	Archery and shooting range (indoor)	SR						SR	SR		SR
7999 (pt)	Horse shows, rental of saddle horses, riding academies and schools, riding stables, rodeo operation	S	S					P	SR		P
7999 (pt)	Boat / canoe rental for pleasure or fishing, operation of fishing pier and lake	S	S					P	SR		P

7999 (pt)	Day camps, sports instructional schools and camps	S	S					P	SR		P
7999 (pt)	Model automobile racing	S						P	SR		P
	Public parks	P	P	P	P	P		P	P	P	P
80	Health services, <i>all except</i>	SR	SR					P	SR	P	P
8059(pt)	Convalescent homes for psychiatric patients							S		S	S
8063	Psychiatric hospitals							S		S	S
8069 (pt)	Drug addiction rehab, Alcohol rehab hospitals							S		S	S
8093 (pt)	Drug and alcohol treatment, outpatient clients							P		P	P
81	Legal services	SR	SR					P	SR		P
82	Educational services, <i>all except</i>	P	P	P			SR	P	P	P	P
	Facility providing overnight habitation									SR	
83	Social services, <i>all except</i>	SR	SR					P	SR	P	P
8322	Individual and family social services							P	S	P	P
8351 (pt)	Family child care home	P	P	P	P	P		P	P		
8351 (pt)	Child care center in residence	P	P					P	P		
8351 (pt)	Child care center	SR	SR					P	SR	P	P
8361	Residential care, <i>all except</i>							S		S	S
8361 (pt)	Homes for the aged and rest homes within incidental health care	SR	SR					P	SR	P	P
84	Museums, art galleries and botanical gardens, <i>all except</i>	SR	SR					P	SR	P	P
8422	Zoological parks	CD						S			
86	Membership organizations, <i>all except</i>	SR	SR					P	SR	P	P
8641	Civic, service and social fraternities	S						P	SR	P	P
8661 (pt)	Churches	P	P	P	P	P		P	P	P	P
87	Engineering, accounting, res. management and related services	SR	SR					P	SR		P
88	Private households	P	P	P	P	P		P	P		
89	Miscellaneous services	SR	SR					P	SR		P
P- Permitted by Right			Zoning Districts								

P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements S - Special Use CD – Conditional District		Residential					Nonresidential				
Use		RA	RR	RS	MHP	MFR	AI	CBI	NB	INST	IND
	<i>Public administration</i>										
91	Executive, legislative and general government, except finance						SR	P		P	P
92	Justice, public order, safety, <i>all except</i>							P		P	P
9221	Police protection	P	P	P	P	P	SR	P	P	P	P
9224	Fire protection	P	P	P	P	P	SR	P	P	P	P
	Ambulance stations	P	P	P	P	P	SR	P	P	P	P
	Rescue squads	P	P	P	P	P	SR	P	P	P	P
93	Public finances, taxation and monetary policy							P		P	P
94	Administration of human resource programs							P		P	P
95	Administration of environmental quality and housing programs							P		P	P
96	Administration of economic programs							P		P	P
97	National security and international affairs						P	P		P	P
	Solid waste and recycling convenience center	P	P	P	P	P		P	P	P	P
	<i>Unclassified</i>										
	Adult uses							S			
	Construction and demolition landfill										S
	Event center	S	S					P	S		P
	Major subdivisions for non-residential use							P	P	P	P
	Multi-tenant developments						SR	SR	SR	SR	SR
	Residential storage facility	SR or S	SR or S	SR or S				P	P		
	SEE ARTICLE III. FOR SPECIAL REQUIREMENTS AND SPECIAL USE CRITERIA FOR SPECIFIC USES.										

Sec. 21-363. Hierarchy of districts.

The districts established in this chapter are classified from "most restrictive" to "least restrictive": RS (most restrictive), RR, RA, MFR, MHP, INST, **AI**, NB, CBI, 85-ED-1, 85-ED-2, 85-

ED-3, 85-ED-4, IND (least restrictive).

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: 5/16/2022
SUBJECT: Professional Services Agreement with Benesch for Woodleaf Community Park

On April 20, 2022 Rowan County received Statements of Qualifications (SOQ) for professional services for the Woodleaf Community Park. The County received 3 SOQ and a committee of 5 reviewed and scored the SOQ. After review Alfred Benesch & Company was chosen to provide professional services. Benesch has provided a quote to provide professional services including survey, design, bidding, and construction administration for \$66,250. If we wish to include the Splashpad that will add an additional \$12,000 to the fee, thus bringing the total cost to \$78,250. If the additional fee is added the change order will be brought back to the Board of Commissioners for approval.

Attached is the SOQ, agreement, T&Cs from Benesch. Also included is the score sheet.

The Parks & Recreation and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to sign an agreement with Alfred Benesch & Company to provide professional services related to Woodleaf Community Park for an amount not to exceed \$66,250.

ATTACHMENTS:

Description	Upload Date	Type
SOQ from Benesch	5/9/2022	Cover Memo
Agreement Benesch	5/9/2022	Cover Memo
T&C Benesch	5/9/2022	Cover Memo
score sheet	5/9/2022	Cover Memo

ROWAN COUNTY WOODLEAF COMMUNITY PARK

RFQ # 2022-031

April 20, 2022



WHO WE ARE

850+ EMPLOYEES | 44 LOCATIONS | 20 STATES | **1 TEAM**

Since 1946, Alfred Benesch & Company has successfully completed thousands of planning, design and engineering projects throughout the United States. We enhance infrastructure and communities across the country, creating spaces and providing connections in impactful ways.

At Benesch, park planning is much more than a service we provide—it's our passion. Helping communities develop a common vision and organizational framework for their recreation goals is enjoyable, especially when you excel at it. We have designed hundreds of regional, community and neighborhood parks and successfully transformed several spaces for similar communities.

For decades, Benesch has built an impeccable reputation in site development and park planning. You'll be hard pressed to find another consultant with more experience. Our talented, full-service team is prepared to deliver you a budget-conscious project without sacrificing quality.

Prepared for:

Anna Bumgarner
Rowan County Parks and Recreation

Prepared by:

Alfred Benesch & Company
NC License #F-1320
Jeff Ashbaugh, PLA
2359 Perimeter Pointe Parkway, Suite 350
Charlotte, NC 28208
P: 704-521-9880
E: jashbaugh@benesch.com

Benesch in North Carolina



Charlotte | Raleigh | Wilmington

Benesch offers three NC office locations. With our Charlotte office in close proximity to Rowan County, our team is able to be on location within 30 minutes.

Qualifications & Experience in Park Design



PARTF Grant Experience: Our proposed project manager, Jeff Ashbaugh, PLA, has assisted communities throughout North Carolina with over 25 PARTF Development Grant projects, from grant writing through final construction.



Relevant Experience in the Rowan County Area: Our Charlotte office has successfully completed several projects in Rowan County and its surrounding areas, including China Grove, Landis, Spencer, Lexington, Cabarrus and Kannapolis, as well as Davidson County. We are familiar with this area and committed to building its future.







Full-Service, Budget-Conscious Team: We understand that communities want to make improvements without straining revenue resources. Our team is prepared to deliver the project within time and budget constraints without sacrificing quality.

FIRM INFORMATION



WHAT WE DO

-  Landscape Architecture
-  Site Development
-  Municipal
-  Roadway/Bridges



SUBCONSULTANTS



WHN ARCHITECTS, PA

WHN Architects has been in architectural practice for more than 30 years. Their professional staff consists of seven registered Architects, BIM technicians, designers, and support staff.

WHN believes in a service-oriented approach that includes continuous collaboration with clients. They're not afraid to embrace the limitations of any project and still find interesting solutions. They understand that environmental impact is serious business these days, and they are ready to listen and respond to your needs and your budget. Success is a finished product that blends with its occupants, systems, materials, the surrounding community and most of all satisfies the owner's expectations.

WHN offers fully coordinated architecture, interior design, engineering, and project management services with planners, architects, designers, engineers and expert consultants to meet your needs. They have strong experience leading teams through successful projects. They have a dedicated team of professionals to manage the entire design and construction process, with the flexibility to shape their teams to fit each project's needs.

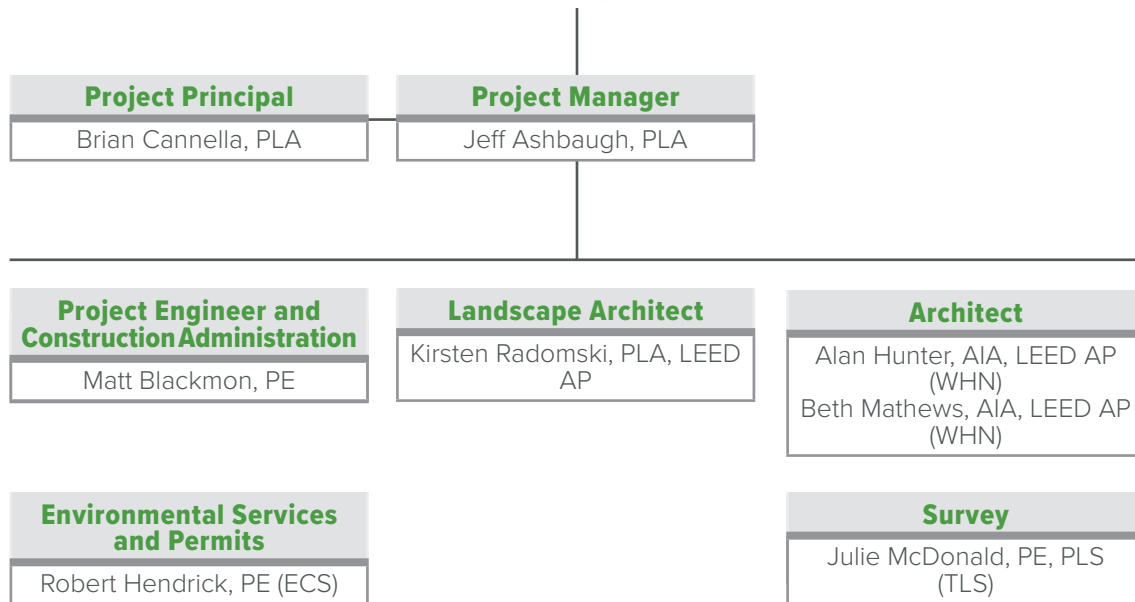


Engineering Consulting Services (ECS), HUB, SPSF

Engineering Consulting Services (ECS) is one of the largest and most rapidly growing engineering and consulting companies in the US. Founded in 1988, ECS is a leader in geotechnical, environmental, construction materials and facilities engineering. They are currently ranked 68 in Engineering News-Record's Top 500 Design Firms (April 2021) and 49 in Zweig Group's 2021 Hot Firms (June 2021)

Whether your project requires local project management, specialty expertise or both, ECS has you covered. ECS provides the best of both worlds - the attention your projects deserve from our local team, coupled with abundant staffing and technical resources.

Why ECS? They have grit. What does that mean for you? That one descriptive word defines their company culture. It sets the tone for what clients can expect their team to deliver each and every day. At ECS, GRIT is made up of four characteristics: guts, resilience, initiative and tenacity. Their boots are made for working. As a culture of doers, they roll up their sleeves and use their skills to help solve problems.



Subconsultant Legend

ECS	ECS Limited
TLS	Tidemark Land Services, HUB, SPSF
WHN	WHN Architecture, PA



PARKS AND RECREATION GRANT PROS

Benesch is well-versed in the Parks and Recreation Trust Fund (PARTF) processes and maintains frequent contact with all of the Recreational Resource Services (RRS) consultants.

Benesch staff have been involved with obtaining/ administering over 70 PARTF grants over the last 20+ years, resulting in over \$40 Million in park and greenway development. Our experience helps clients maximize their budgets by developing creative funding strategies.

Jeff A. Ashbaugh, PLA

Senior Project Manager, Landscape Architect

Mr. Ashbaugh has over 31 years of experience in landscape architecture in both the public and private sector. His experience ranges from master planning, site analysis, site design, and construction documents of park and recreational facilities, athletic complexes, NCAA sport facilities and trails. As a senior project manager, his expertise is on recreational design for all types of state, county, and local government park and trail projects. **Mr. Ashbaugh lives in northwest Kannapolis, 30 minutes from Woodleaf Park.**

Yadkin River Park, Wil-Cox Bridge Recreation Area - Davidson County, NC

Project Manager/Landscape Architect: Mr. Ashbaugh served as project manager and landscape architect for the development of the first phase of Yadkin River Park on the Davidson County side of Wilcox Bridge. The constructed features of this PARTF Grant project included decorative landscape plaza, picnic shelter, green infrastructure, stepped viewing deck down to the riverfront and other features. Mr. Ashbaugh's responsibilities included managing the design team, design, cost estimates, bidding and construction administration.

Kiwanis Family Park - City of Sanford, NC

Project Manager/Landscape Architect: Benesch worked closely with the City of Sanford to re-develop a 34.5-acre downtown park into a vibrant passive park. The PARTF Grant-funded improvements included a new splash pad, playground, art display areas, walking trail, playfield, landscaping, picnic shelters, restroom, parking, and infrastructure. Mr. Ashbaugh's responsibilities included directing production staff regarding the detailed design aspects for each all site and recreation improvements and performing quality control reviews for completed work.

Fred Stanback Educational Forest and Preserve - Spencer, NC

Project Manager/Landscape Architect: As a nature preserve, the primary focus of development for this 43-acre site was minimal impact to the natural features. As part of this PARTF Grant project, parking areas, trails, and shelters were carefully located to minimize grading and tree removal. Mr. Ashbaugh's responsibilities included managing the in-house design team, detailed design, bidding, cost estimates and construction administration.

Lake Corriher Wilderness Area - Landis, NC

Project Manager/Landscape Architect: Mr. Ashbaugh worked with the Town of Landis to master plan the transformation of this 98.9 acre park featuring two lakes, Lake Corriher and Landis Lake. Landis Lake was formerly used as a water supply reservoir for the Town. The lakes, surrounding shoreline, upland forest, and rugged terrain give the park a back country feel. The PARTF-funded master plan featured a trail system, a pedestrian bridge, picnic shelter, kiosks, 12-hole disc golf course, cabins, fishing docks, boardwalk, restrooms, campsites, kayak/boat dock, and park infrastructure. Mr. Ashbaugh oversaw park master planning and design, permitting, bidding and park construction.

Fairview Park - Union County, NC

Project Manager/Landscape Architect: Mr. Ashbaugh assisted the Town with a PARTF grant application from start to finish for this 17 acre community park in Union County. This project was successful in securing a PARTF grant. His other responsibilities included day-to-day project management, master planning, grant assistance, budget estimates, and detailed design documents for phase one development.

Green Needles Park & Erlanger Park - Lexington, NC

Project Manager/Landscape Architect: These CDBG Grant projects included the master plan and design process for two neighborhood park projects. Green Needles Park included the development of a new playground, basketball court, multi-purpose field and other recreational activities. Erlanger Park included the development of a walking trail, playground and gazebo in the historic Erlanger Mill Village. Mr. Ashbaugh's responsibilities included facilitating public workshops, site analysis, master planning, budget estimates, detail design and bidding services.

INDIVIDUAL QUALIFICATIONS

Education

Bachelor of Landscape Architecture, University of Georgia

Years of Experience

31

Registrations and Certifications

Professional Landscape Architect:

North Carolina - No. 943

Georgia - No. LA001849

South Carolina - LSA #1486

Jeff A. Ashbaugh, PLA

Project Manager, Landscape Architect

INDIVIDUAL QUALIFICATIONS

(cont.)

Yadkin River Trailhead Master Plan -Town of Spencer, NC

Project Manager/Landscape Architect: Mr. Ashbaugh served as the project manager and landscape architect for the Trailhead masterplan on the Rowan County side of Wilcox Bridge. Proposed features include a landscape plaza with decorative paving, seat wall, gateway elements, small parking area, and trail. Mr. Ashbaugh's responsibilities included managing the design team, trail design, budget estimates, grant support and meetings.

Washington Park - Lexington, NC

Project Manager/Landscape Architect: Benesch assisted the City of Lexington with the design of a master plan and site/civil documents for phase one improvements for the re-development of this ±3.5 acre neighborhood park. Phase one improvements included replacement of an old leaky swimming pool with a new splash pad. Other new facilities included two basketball courts, playground, picnic shelter, accessible walkways, trails, parking, and infrastructure. These improvements were funded by PARTF Grants. Mr. Ashbaugh's responsibilities included site design, QA/QC, bidding, and client contract.

Yadkin County Park - Yadkin County, NC

Project Manager/Landscape Architect: Mr. Ashbaugh served as project manager and landscape architect for the development of Yadkin County Park, a PARTF-funded project. The first phase of the park included a boat launch, park buildings, picnic shelters, trails, playground and fishing piers. Mr. Ashbaugh also assisted with the second phase of the park, which featured restrooms, trails, campsites, a dog park and a picnic shelter. His responsibilities included managing the design team including architectural sub-consultants, site design, budget estimates, bidding and construction administration.

Community Park Master Plan - China Grove, NC

Project Manager and Landscape Architect: Benesch was tasked with preparing a site specific master plan for renovating an existing community park in Downtown China Grove. Mr. Ashbaugh led the development of the master plan including a site inventory and analysis, design of improvements, public workshops, cost estimate, and written report.

Thomasville - Memorial Park Pool - Thomasville, NC

Project Manager/Landscape Architect: Benesch is currently assisting the City and CPL Architects with the site design and engineering of a new community center, pool and splash pad that also includes the addition of pickleball courts and multi-use paths. Mr. Ashbaugh assisted with the master plan and site design and directed the site and civil design team. The project is currently under construction.

Eastside Park - Kannapolis, NC

Project Manager/Landscape Architect: Benesch worked closely with The City of Kannapolis to prepare a master plan for this 33-acre community park bordering Lake Fisher. Proposed activities for this new, passive park include a two-acre dog park, splash pad, playground with hill slides, paddle boat dock, and trail with fitness stations. Mr. Ashbaugh was responsible for client contact, design, leading the public input process and making presentations to boards and council.

Village Park Improvements - Kannapolis, NC

Project Manager/Landscape Architect: Mr. Ashbaugh has led several PARTF Grant-funded improvement projects at Village Park, including a new multi-purpose events center, custom band shell, concert lawn, miniature railroad, splash pad, pedestrian tunnel, walkways, parking, park entrance, landscaping and infrastructure. Responsibilities included assisting with the design of the park master plan, managing subconsultants, detailed design, permitting, bidding and construction administration.

Professional Organizations

National Recreation and Park Association

North Carolina Recreation and Park Association

Kannapolis Parks and Recreation Commission

Fields of Specialization

Master Planning

Site Planning

Commercial Planning and Design

Grading/Drainage Design

Landscape Design

Athletic Facility Design

Recreation Planning and Design

Construction Detailing

Construction Specifications

Construction Administration

Brian J. Cannella, PLA

Project Principal

Mr. Cannella has 25 years of landscape architecture experience working for both the public and private sectors with an emphasis on school planning and park and recreation planning and design. His skills include conceptual design, graphic presentation, land use and development studies, cost estimating, construction document preparation, and construction administration.

Mecklenburg County - Reedy Creek Greenway - Charlotte, NC

Project Principal: Reedy Creek Greenway is a +/- 2.74 mile multi-use path around a portion of the Reedy Creek Park perimeter, a 927-acre Nature Preserve in Northeastern Mecklenburg County. The proposed greenway will connect to the Preserve's 10-mile trail network and other destinations including the Historic Rockhouse Ruins, the Dr. James F. Matthews Center for Biodiversity Studies and a variety of recreation facilities. Mr. Cannella is serving as project principal on this project.

City of Rock Hill - Catawba River Trail - Rock Hill, SC

Project Principal: Mr. Cannella served as Project Principal for this two-mile segment of multi-use trail adjacent to the Catawba River and Manchester Creek. The 10' wide paved trail extension connects to the four-mile Riverwalk mixed-use development trail system. Combined, the six-mile Riverwalk and Catawba River Trail system is part of a network that will connect Fort Mill to Rock Hill. Improvements included multi-use trail, 135' trail canopy in a Norfolk Southern Railroad right of way (Nations Ford railroad trestle), multiple creek crossings, two road crossings, signage and site furnishings.

Rocky Mount Sports Complex - Rocky Mount, NC

Project Principal: Mr. Cannella served as Project Principal for the detailed design process for the Rocky Mount Sports Complex, a 150 acre tournament sports complex. Benesch responsibilities included the management of the design team through the detailed design process, design review meetings with the client, submittals to regulatory agencies, and securing bids for the project.

West Charlotte High School Track & Football Field - Charlotte, NC

Project Manager: Benesch worked with CMS to replace the existing non-conforming track and grass football field with a new North Carolina High School regulated rubber track and synthetic turf field at the West Charlotte High School campus. The project worked within the existing stadium footprint and included various pedestrian access and storm water upgrades. As project manager, Mr. Cannella was responsible for the project. The project was completed in the summer of 2016.

Phillip O Berry Academy Track & Football Field - Charlotte, NC

Project Manager: Benesch is currently working with CMS to replace the existing non-conforming track and grass football field with a new North Carolina HS regulated rubber track and synthetic turf field at the Phillip O Berry High School campus. The project is one of several football and track replacements Benesch has performed for CMS. As project manager, Mr. Cannella is responsible for the entire project.

Cox Mill High School - Concord, NC

Landscape Architect/Construction Administration: Benesch worked with Cabarrus County Schools and the project architect to develop a complete site/civil design package for this multi-story, 238,000 sq. ft. high school in Concord, North Carolina. The 65 acre site plan includes fields for football, track, baseball, softball and six athletic buildings. In addition to the athletic facilities, a 500 student parking lot, 120 staff lot and visitor and bus parking were provided. The site storm water is contained and treated by two water quality ponds that function as wetland habitats to treat the water. The project is adjacent to the Rocky River which is protected by 120' buffers.

INDIVIDUAL QUALIFICATIONS

Education

Bachelor of Landscape Architecture, Clemson University

Years of Experience: 25

Registrations and Certifications

Landscape Architect: NC - No. 1120

Fields of Specialization

Project Management

Park and Recreation Design

Site Development

School and Campus Planning

Cost Estimating

Construction Administration

Athletic Facility Design

Kirsten Radomski, PLA, LEED AP

Landscape Architect

Ms. Radomski has experience working on a diverse range of landscape architecture design, graphic production and planning projects. Her experience includes several years working in Oxfordshire, UK, assisting in the production of Parkland Conservation Plans for historic landscapes. Her specialties include project renderings, master planning and construction documents.

City of Sanford - Kiwanis Family Park - Sanford, NC

Designer: Benesch worked closely with the City of Sanford to re-develop a 34.5-acre downtown park into a vibrant passive park. The PARTF Grant-funded improvements included a new splash pad, playground, art display areas, walking trail, playfield, landscaping, picnic shelters, restroom, parking, and infrastructure. Ms. Radomski was responsible for landscape design and construction document production.

Rob Wallace Park - Cabarrus County, NC

Landscape Architect: Benesch was commissioned in 2017 by Cabarrus County to design the construction documents for phases one, two and three of this +/- 190 community park in Midland. Facilities included a 24,000 square foot senior center, playground, sprayground, amphitheater, campground, trails, 18-hole disc golf course and picnic shelters. Ms. Radomski is responsible for preparing the landscape plan and assisting with drawing production.

Kannapolis Eastside Park Master Plan - City of Kannapolis, NC

Designer: Benesch assisted the City of Kannapolis to design a master plan for this +/- 33-acre community park in east Kannapolis. The master plan will be used to secure a PARTF grant. Ms. Radomski assisted with producing the written master plan report and illustrative drawings.

Fort York Master Plan - Davidson County, NC

Designer: The Fort York Master Historical Site is located on a bluff that rises approximately 120' above the Yadkin River in Davidson County, NC. The historic site was formerly associated with a civil war fort. Benesch assisted Davidson County with a park master plan for the site. Ms. Radomski assisted with project research, conceptual plans, and illustrative drawings.

Davidson County - Wil-Cox Bridge Recreation Area Master Plan

Landscape Architect: The Wil-Cox Bridge was re-purposed to make this historical bridge the centerpiece of a regional trail system. Benesch prepared the master plan and detailed design to make this vision a reality. Ms. Radomski developed plan renderings to illustrate the design of the project, including a picnic shelter overlook, pedestrian plaza and connection to the bridge, seating and reflection areas overlooking the Yadkin River.

Sandy Pines Park - Hickory, NC

Landscape Architect: Hickory Parks and Recreation chose Benesch to help them create a master plan for a new passive neighborhood park in northeast Hickory. Ms. Radomski's responsibilities included master planning, cost estimation and assisting with the production of written reports for this 13 acre passive park that includes natural play areas, half court basketball, loop trails, fitness stations and picnic shelters.

Dallas Park Phase Two Improvements - Gaston County, NC

Designer: Benesch assisted Gaston County with a master plan, detailed design drawings, and PARTF grant assistance to re-develop this 100 acre park. The PARTF Grant-funded park improvement program included a ballfield complex, splash pad, dog park, fitness trail, picnic shelters, and other recreation facilities. Ms. Radomski's responsibilities included grading studies, site planning, and other production support activities.

INDIVIDUAL QUALIFICATIONS

Education

Bachelor of Landscape Architecture, University of Georgia

Masters of City and Regional Planning, Georgia Institute of Technology

Years of Experience: 8

Registrations and Certifications

Registered Landscape Architect:
NC - #1988
CT - #1440
TN - #1127

Matt Blackmon, PE

Civil Engineer

Mr. Blackmon has over 14 years of experience in civil engineering and has been involved in the development of plans for parks, schools, commercial and residential sites, and other infrastructure improvements. His design expertise includes sanitary sewer systems, water, roadway, erosion control, stormwater management and construction administration.

Bruce Meisner Park - Hickory, NC

Project Engineer: Mr. Blackmon recently provided engineering design and permitting assistance for the first phase of this passive facility on Lake Hickory. Elements include trails, picnicking, volleyball, outdoor fitness cluster, playground, and mountain biking. His responsibilities included utility design and permitting coordination with the City of Hickory, NCDOT and NCDEQ.

Rob Wallace Park - Cabarrus County, NC

Project Engineer: Benesch was commissioned in 2017 by Cabarrus County to design the master plan for this +/- 190 community park in Midland. Using the master plan, Benesch designed infrastructure improvements for the park. Facilities included a 24,000 square foot senior center, playground, sprayground, amphitheater, campground, trails, 18-hole disc golf course and picnic shelters.

River Park Recreation Area - City of Rock Hill, SC

Project Engineer: Mr. Blackmon served as a Project Engineer for this two-mile segment of multi-use trail adjacent to the Catawba River and Manchester Creek. Improvements included multi-use trail, 135' trail canopy in a Norfolk Southern Railroad right of way, multiple creek crossings, two road crossings, signage, and site furnishings. As the Construction Administrator, Mr. Blackmon reviewed all shop drawing and data submittals, responded to all construction based RFI's, served as the administrator for all change orders and reviewed pay applications.

City of Monroe - Belk Tonawanda Park - Monroe, NC

Project Engineer: Mr. Blackmon assisted with engineering design for phase 1A for an expansion of Belk Tonawanda Park in Downtown Monroe. The purchase of additional acreage allows for the development of a splash pad with picnic facilities and parking expansion with connectivity to Downtown. The plan also calls for improvements to the loop trail, amphitheater, more picnic shelters and a fitness station cluster.

Thomasville Memorial Park Pool - Thomasville, NC

Project Engineer: Benesch is working with the City of Thomasville and CPL Architects to develop the Memorial Park pool. Mr. Blackmon was instrumental in preparing grading, erosion control, stormwater and utility plans for the project site. He is assisting with construction administration for the project.

City of Monroe - Bearskin Creek Greenway Phase III - Monroe, NC

Project Engineer: Mr. Blackmon recently provided engineering services for the next phase of Bearskin Creek Greenway, which will connect Don Griffin Park to Creft Park. Three corridor alignments were studied to best sight a greenway around wetlands, utilities and at-grade crossing visibility concerns.

City of Monroe - MAFC-PWAC Greenway - Monroe, NC

Project Engineer: Mr. Blackmon assisted in the planning and detailed design for this .5 mile greenway connector that links the Monroe Aquatics Fitness Center to Parks Williams Athletic Complex. The 10' paved greenway features two on-road crossings and takes advantage of existing road ROW along with easements. Mr. Blackmon was responsible for the construction administration for this greenway, which was completed in January 2021.

INDIVIDUAL QUALIFICATIONS

Education

Bachelor of Science, Civil Engineering, University of North Carolina

Years of Experience: 14

Registrations and Certifications

Professional Engineer:
North Carolina #048826



Alan Hunter, AIA, LEED AP

Architect

Alan Hunter is actively engaged in all aspects of the design process to maintain the overarching vision for each project. As Partner at WHN, Alan is responsible for the oversight and implementation of architectural projects while coordinating all phases of design and construction activities. He works in concert with our Project Architects to oversee the management of the entire Design Team.

- **Hornet's Nest Park Shelter - Charlotte, NC**
- **UNC Wilmington Tennis Complex - Wilmington, NC**
- **Cleveland Community College Athletic Park - Shelby, NC**

Education

Master of Architecture,
Texas A&M University

Bachelor of Architecture,
Georgia Tech

Registrations and Certifications

Professional Engineer:
NC #9522



INDIVIDUAL QUALIFICATIONS

Robert Hendrick, PE

Environmental and Permitting

Mr. Hendrick is an Engineering Group Manager and Senior Project Manager for ECS. He has provided consultation, peer review and management on hundreds of projects involving construction testing services. He has extensive experience working with owners, construction managers, architects, engineers and contractors to facilitate resolution of questions and problems encountered before and during construction. His relevant experience includes construction testing on commercial, industrial/manufacturing, institutional, military, healthcare, utility and municipal projects.

- **McDowell Creek Greenway - Huntersville, NC**
- **McAlpine Creek Phase III - Charlotte, NC**
- **Glenwood Gardens - Gastonia, NC**

Education

MBA, Queens University
of Charlotte, NC

BS Civil Engineering,
University of Alabama at
Huntsville, AL

Registrations and Certifications

Professional Engineer:
NC, SC



Beth Mathews, AIA, LEED AP

Architect

Beth is responsible for the development, coordination and production of architecture projects ranging from private sector to civic and educational clients. She effectively supervises staff, coordinates consultant work, and progresses design concepts through the various design phases.

- **Smithfield Park - Southport, NC**
- **Village Park - Kannapolis, NC**
- **Pineville Park - Pineville, NC**
- **West Mecklenburg Athletic Stadium - Charlotte, NC**
- **ECU North Recreational Complex - Greenville, NC**
- **UNC Wilmington Tennis Complex - Wilmington, NC**

Education

Bachelor of
Environmental Design,
NC State University

Bachelor of Architecture,
UNC Charlotte

Registrations and Certifications

Professional Engineer:
NC #8497



Julie McDonald, PE, PLS

Survey

Ms. McDonald has built an extensive background with various surveying and engineering firms in the Charlotte area in addition to managing her own business. She has worked on a multitude of projects including subdivision design, commercial site design, roadway plan/profiles, storm drainage design, erosion control design and monitoring, water and sewer systems, land development site plans, boundary, topographic, ALTA/NSPS, as-built and location surveys as well as easement mapping for various utility providers.

- **Caldwell Park – City of Concord, NC**
- **Druid Hills Neighborhood Park – Mecklenburg County, NC**
- **Fountain Park – City of Rock Hill, NC**

Education

BS Civil Engineering,
Clemson University

Registrations and Certifications

Professional Engineer:
NC, GA, TX

PLS: NC, KY

Village Park

City of Kannapolis Parks and Recreation Department



Background: Benesch has worked with the City of Kannapolis Parks and Recreation Department since 1998 to present in the development of Village Park. The park was built in multiple phases (12+) to accommodate the different program elements. Benesch worked as the prime designer for the band shell, splash pad, and special events center, miniature railroad, and other improvements in the park. In Summer 2017, Benesch assisted the City with a new double-decker carousel and decorative water feature for the park.

Scope: Benesch was responsible for civil engineering, landscape architecture, and managing architectural subconsultants.

Unique Features: The Village Park Special Events Center is a 5,000 sq. ft. multi-purpose indoor park facility that features park offices and meeting space for special events. It has restrooms and concession facilities to accommodate crowds from park events hosted throughout the year. There is an attractively landscaped outdoor plaza that is used as VIP seating during the concerts.

The Village Park Band Shell and concert lawn was developed to accommodate the Kannapolis Summer Concert Series and other special events. This is a heavily programmed gathering space for Kannapolis and the neighboring communities.

The Village Park splash pad is a 10,000 sq. ft. interactive aquatic playground. It features over twenty unique aquatic play components designed around a railroad theme. Over 40,000 guests visited the splash pad during the summer of 2007 when it opened. Since 2007, attendance has grown to over 100,000 guests per year.

This local park has activities for people of all ages including a miniature railroad. Park guests can enjoy a winding train ride around the park.

SIMILAR PROJECTS EXPERIENCE

Key Issues

- Development of initial park master plan
- Development and implementation of the master plan
- Phasing strategy
- Facilitating public input
- Transformation of a under utilized green space into a thriving civic space
- PARTF Funded

Project Status: Complete
Design: 1996 - 2017
Construction: 2000 - 2017

Construction Cost

Estimate: \$6 million
Change Order: N/A
Final: \$5.5 million

Key Team Members

Jeff Ashbaugh, PLA - Project Manager

Client Reference

Mr. Gary Mills
Director
246 Oak Avenue
Kannapolis, NC 28082
(704) 920-4340
gmills1@kannapolisnc.gov



Kiwanis Family Park

City of Sanford, NC

SIMILAR PROJECTS EXPERIENCE



Background: In 2017, the City developed a Comprehensive Park and Recreation Master Plan that identified the need to make improvements to existing parks. Kiwanis Family Park, a Lee County park, was identified as one of the existing parks that needs improvements. Proposed improvements include: splash pad, restrooms, picnic shelters, new playground, expanded parking areas, improved circulation and walking paths as well as new connections to the Endor Furnace Greenway.

Benesch assisted the City with a site specific master plan for the park. Upon completion of the master plan, Benesch guided the city through the PARTF grant process and Kiwanis Family Park was awarded a \$350,000 grant from the State of North Carolina for the first phase of park renovations.

Scope: Benesch services included the development of the master plan, construction documents, permitting, bidding and construction administration. The master planning process included working with city/county-wide stakeholders and conducting several public workshops.

Unique Features: The renovation of the park creates a new destination node with the splash pad feature and updated play equipment providing a new economic impact and attracting visitors from across the County. In addition, the playground area features a poured in place rubberized play surface and an in-ground merry-go-around, allowing for an ADA-Compliant, seamless transition from surrounding walkways, therefore increasing general accessibility.

Key Issues

- PARTF and municipal bond-funded improvements
- Adjustments of property lines within the existing park
- Existing trail system extended to accommodate new park facilities
- Addition of a new restroom facility and bringing existing restrooms up to code

Project Status:

Complete
Design: 2017 - 2018
Construction: 2018 - 2019

Construction Cost

Estimate & Final: \$2.8 Million
Change Order: N/A

Key Team Members

Jeff Ashbaugh, PLA - Project Principal
Jon Wood, PLA, CLARB - PM
Greg Stewart, PE - CA
Kevin Westra, PE - Civil Engineer
Lester Barnes, PE - Project Engineer
Kirsten Radomski, PLA, LEED AP - LA

Client Reference

Mr. Vic Czar, Public Works Director
225 E. Weatherspoon St.
Sanford NC 27331
P: 919-777-1117
E: victor.czar@sanfordnc.net



Fred Stanback Educational Forest

Town of Spencer, NC

SIMILAR PROJECTS EXPERIENCE



Background: The creation of the Fred Stanback Educational Forest and Preserve was made possible by a collaborative effort between the Land Trust of Central North Carolina, the Town of Spencer, and many private donors. The project materialized when the recession of 2007 slowed home development and created an opportunity to preserve a 43 acre wooded site that was planned for residential development. Through the efforts of the Land Trust, private donations were raised to purchase the property and preserve it in the name of the Fred Stanback family; a family that has been instrumental in preserving thousands of acres of open space throughout the region. The facility opened to the public in June 2017.

Scope: Benesch worked with the Land Trust and the Town in the development of a master plan for the property and assisted in a successful Parks and Recreation Trust Fund grant that helped fund construction. With funding secured, Benesch worked with the Town to provide final design and construction administration services.

Unique Features: As a nature preserve, the primary focus of site improvements was to provide public access to the site with minimal impact to the natural features of the site. Parking areas, trails, and shelters were carefully located to minimize grading and tree removal. The site's mature trees and unique drainage patterns were maintained while allowing visitors to enjoy the beauty of the property.

Key Issues

- Minimize tree removal and land disturbance
- Sensitive handling of stormwater runoff from parking while designing facilities
- Administration of PARTF funding and negotiating changes to plan layout based on site conditions
- Partnering with adjacent property owners to allow use of neighboring properties

Project Status: Complete
Design: July 2015 - January 2017
Construction: July 2017

Project Cost

Estimate & Final: \$462,752
Changer Order: N/A

Key Team Members

Jeff Ashbaugh, PLA - PM/
Landscape Architect
Lester Barnes, PE - Project
Engineer

Client Reference

Mr. Peter L. Franzese
Town Manager
(704) 633-2231



Fairview Park Master Plan

Town of Fairview



Background: Fairview is a small rural community located in one of North Carolina's fastest growing counties. Recognizing the need to preserve open space for future generations, Benesch helped the Town identify a 17 acre tract to serve as their first park.

Scope: Alfred Benesch & Company worked with the Town to evaluate different sites for acquisition and developed a Master Plan once property was acquired. The Master Plan proposed a park with a playground, dog park, picnic shelter, amphitheater, paved walking trails and park infrastructure.

Additional professional services included public workshops, plan development, cost estimates, and phasing strategy. Benesch also assisted the Town with a PARTF grant application.

Unique Features: The Town of Fairview is extremely small (3,324 population at the 2010 census) and has limited staff. This was the first park planning effort in the Town's history. Benesch assisted the Town in developing the Master Plan and setting a vision for future park needs.

The park site has a small farm pond that will serve as a recreational amenity. An important aspect of this plan was the development of recreational amenities (walking trails, fishing dock, picnic facilities, etc.) without negatively impacting the natural condition of the existing pond.

SIMILAR PROJECTS EXPERIENCE

Key Issues

- Preservation of the natural features of the property; especially the existing pond
- Providing valuable guidance to a small town as it identifies its first park
- Educating the public in a rural area of the future value of this open space
- Park improvements funded by PARTF grant

Project Status:

Complete

Design: 2016

Construction: 2017

Project Cost

Estimate & Final: \$1,241,970

Change Order: N/A

Key Team Members

Jeff Ashbaugh, PLA - Senior Project Manager

Client Reference

Mr. Ed Humphries
Land Use Administrator
7400 Concord Highway
Monroe, NC 28110
(704) 564-3412
ehumphries@fairviewnc.gov



Druid Hills Neighborhood Park

Mecklenburg County Asset and Facility Management - Charlotte, NC - Detailed Design

SIMILAR PROJECTS EXPERIENCE



Background: In 2015, Mecklenburg County approved a conceptual master plan for the renovation of an existing 8 AC park in a transitioning neighborhood in north Charlotte, but the plan was never advanced. In 2019, Benesch was employed to update the master plan and transition the planning into schematic design and on into construction documents. Since 2015, the County has been able to gain approval through CDOT of a street abandonment that bi-sects the existing park. The existing park is bounded on all four sides by public streets.

Scope: Benesch services have included to date the preliminary master plan update, conducting stakeholder meetings and a community workshop, culminating in a schematic design and budget estimate. Benesch began construction in Fall 2021.

Unique Features: This renovation creates a new focal point with the abandoned street being converted to public gathering space, a new iconic multi-use shelter and several new pathways and educational gardens located throughout the park.

The abandoned street will provide expanded area for community events and food truck rallies for the neighborhood. The new park design will also serve as the canvas for an artist who will tell the history of the neighborhood through mosaic artwork to be located throughout the park.

Key Issues

- Artist collaboration, funded and contracted separately, providing artwork throughout the park
- Diseased hardwood tree removal allowing for new plant species, rain gardens, fruit orchards and new greenspace reclamation
- New pathways flowing through the park
- Addition of a multi-use pavilion with restrooms
- New expanded opportunities including outdoor classroom

Project Status: Ongoing

Design: Complete 2021

Construction: Ongoing

Construction Cost

Estimate: \$1,000,000

Change Order: N/A

Final: N/A

Key Team Members

Jon Wood, PLA, CLARB - PM

Jeff Ashbaugh, PLA - Project Principal

Kevin Westra, PE - Civil Engineer

Lester Barnes, PE - Project Engineer

Kirsten Radomski, PLA, LEED AP - LA

Project Owner

David Booth, PLA ASLA

Project Manager

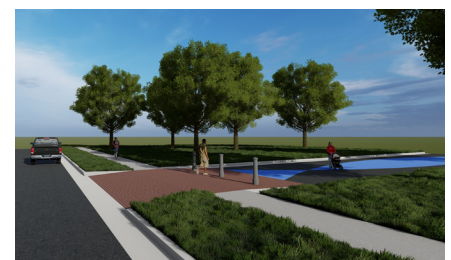
Mecklenburg County Asset and Facility Management

3205 Freedom Drive, Ste. 6000
Charlotte, NC 28208

980-314-2501

david.booth@

mecklenburgcountync.gov



May 9, 2022

Mr. Don Bringle
Rowan County
Director of Parks and Recreation
425 Airport Road
Salisbury, NC 28147

RE: Woodleaf Community Park
Professional Services

Dear Don:

Rowan County has received grant funding and is moving forward with plans to develop Woodleaf Park, a new park located on the former Woodleaf Elementary School Campus. This new park will be a terrific addition to Rowan County's Park system.

Thank you for the opportunity to submit this proposal. The following proposal describes our current understanding of services based on our phone conversation this week.

Project Understanding

Benesch will provide professional services to develop Woodleaf Park in Woodleaf, NC. The anticipated project budget is \$+/-1.2 million dollars including the splashpad. Anticipated services include survey, detailed design, permitting, bidding, and construction administration.

The County will be responsible for all design work related to the new restroom. This proposal excludes any fee for architectural services. Benesch will take the County provided sealed design drawings for the restroom and integrate them into the overall contract documents for public bid. The County will be responsible for any plan revisions to the restroom drawings should it be needed.

Additionally, the County will be responsible for all design work related to the on-site septic system (any percolation testing, layout of drain field, pumping of the existing septic tank, etc.). We understand the County's soil scientist has already inspected and evaluated the existing on-site septic system and it is suitable for re-use for this project.

Regarding utility design this process assumes we will connect a sanitary sewer line 5' outside the restroom and route it to drain by gravity to the existing septic tank. For domestic water, we have assumed either the existing well system can be used to supply water to the restroom and splashpad or a new well will be drilled. This proposal excludes any fees for well drilling, test wells, or well equipment. Benesch can provide a standard well head detail and well specification and coordinate with

a well driller to drill if desired, but the County will be responsible for the cost of the well drilling, casing, pumps, equipment, power to the well, etc.

County forces will install the walking trail around the multi-purpose field. Benesch will work with the County's preferred vendor to design/specify a fitness equipment cluster on the south end of the walking loop.

Benesch will work with the County's preferred vendor for the design of the playground, picnic shelter, and gazebo. We anticipated these being pre-engineered systems.

This proposal assumes low density design can be used for stormwater and a permanent stormwater control measure (storm basin) will not be required.

This proposal includes an optional fee for services associated with the splashpad. We understand a private donor may provide funds for a splashpad. The County has the option to add this additional fee to the contract if desired during the design process.

The design documents will be based on a masterplan previously prepared by others. Refer to Attachment "A" for the approximate project limits. Benesch has the option to make design adjustments to site plan if needed.

Anticipated Program

Based on our phone conversation, we anticipate the following improvement program:

"Phase 1"

- Inclusive playground
- Sidewalk
- Signage
- Trail
- Gazebo
- Landscaping

"Phase 2"

- Parking lot A
- Restroom (design provided by the County)
- Landscaping

Added items

- Fitness equipment

- Splashpad (optional item)
- Picnic shelter

Physical Survey

Design documents will be based on field survey. We will work with Tidemark Land Services to prepare a physical survey for the project. The proposal includes fee for surveying.

Scope of Services/Design, Bid, Build Delivery Method

The following describes in more detail each step of the design process:

Schematic Design/Design Development (Combined Phase)-45% completion

Using the topographic survey and staff input as a basis of design, Benesch will prepare schematic design/design development plans for improvements. During this phase we will investigate regulatory requirements for the site, conceptually locate the improvements, and show connectivity to adjacent facilities. We anticipate the following deliverables and services:

- Regulatory Research
- Cover Sheet/Schedule of Drawings
- Preliminary Existing Conditions and Demolition Plan
- Preliminary Site Plan
- Preliminary Grading Plan
- Preliminary Stormwater piping Plan
- Preliminary Water and Sewer Plan (limited services)
- Preliminary Landscape Plan
- Restroom Drawings (provided by County)
- Preliminary Budget Estimate
- One design review meeting

Once completed, the plans will be submitted to County staff with a budget estimate for design review. Plans will be revised to include design review comments and construction budget limitations.

Construction Documents-90% completion

Upon approval of the design development plans, Benesch will prepare construction documents for permitting, competitive bidding, and construction based on the available budget. The specific project elements that will be incorporated into this phase will be dependent upon the schematic/ design development plans, final budget estimate and direction from the County regarding scope and budget. We anticipate the construction document deliverables and services to include the following:

- Updated Schedule of Drawings
- Updated Existing Conditions and Demolition Plan
- Updated Site Plan
- Updated Grading and Storm Sewer Piping Plan
- Updated Water and Sewer Plan (limited services)

- Updated Landscape Plan
- Construction Details
- Erosion Control Plans, Pre and Post Developed
- Erosion Control Calculations
- Restroom Drawings (provided by County)
- Division One and Technical Specifications
- Updated Budget Estimate
- One design review meeting

Once the plans have been reviewed and completed to the satisfaction of the County, Benesch will submit plans to regulatory agencies for site work. This proposal assumes the County will submit building plans for a building permit or Benesch can collaborate with the general contractor selected for the project to submit for and secure the building permit.

Following initial plan submittal, we will monitor the review process and respond to review agency questions and comments.

Final Construction Documents-100% completion

Benesch will prepare final construction documents (plans and specifications) for permitting, competitive bidding, and construction based on the available construction budget. These final plans will incorporate all revisions requested from Rowan County and regulatory agencies. Plans may include alternates for a portion of the improvements.

All documents will be submitted to Rowan County with an updated budget estimate for final review. One virtual meeting is included in this phase.

Permitting

Once the plans have been completed, Benesch will submit plans for relevant permits. We will be responsible to prepare applications, submit, and obtain permits through the permitting process. Benesch will be responsible to address review comments that emerge during the permitting phase.

Assumptions: This proposal excludes any review and/or permit fees. Two cycles of review comments are included in this proposal.

Bidding

Following final plan approval, Benesch will assist county staff with the formal bid process. Benesch will provide these services:

- Prepare a single lump sum contract bid package for general construction
- Coordinate advertising the project for bids
- Contact potential bidders
- Distribute bid packages and addenda to bidders

- Lead a pre-bid meeting on site
- Respond to bidders' questions and issue addenda as required to clarify bid questions.
- Receive and open bids
- Assist with evaluating bids
- Prepare a bid tab, award letter, and construction contracts

This proposal excludes bid advertisements.

Construction Administration

After the bid award, Benesch will lead the construction administration phase. We assume a single-prime contract type with an overall construction period of four (4) months. Benesch will visit the site when site construction is active. The County will be responsible for any inspections for the restroom building. Benesch will provide the following services in the design fee:

- Benesch will visit the site eight (8) times during construction to review work in progress, provide notes, and photographs for the site visits. This proposal assumes the site and building improvements will be under construction simultaneously.
- Administrative time is included to review Contractor's Pay Applications, Contractor's Request for Information, Shop Drawings, and miscellaneous coordination.
- Conduct Pre-Construction, Substantial Completion Inspection and Final Inspection and provide a written report (these visits are included in the 8 above).

Assumptions: This fee includes intermittent site inspections during critical periods of construction rather than full time inspection.

Post-Construction Services

The post construction phase begins upon substantial completion of the project. Based on a Contractor provided as-built survey or red lined drawings, Benesch will update the original digital copy of the working drawings showing any changes in the work made during construction. These updated drawings form the record drawings. A certified field surveyed record drawing has not been included in this proposal. We will be happy to provide a PARTF as-built site plan.

DESIGN FEES

Based on our current knowledge of work, as well as discussions with Rowan County regarding the project, Benesch will be responsible for the work as described herein and will work on a lump sum fee basis for an anticipated fee itemized as follows:

Basic Design Fees

Physical Survey	\$7,250
Schematic Design/Design Development	\$18,100
Construction Documents and Permitting	\$25,000
Bidding	\$4,000

Construction Administration	\$10,000
Post Construction Services	<u>\$1,900</u>
Total Fee Amount:	\$66,250

The above design fees include:

- All printing, mailing, and mileage cost

Splashpad (Optional Fee)**\$12,000**

This optional fee is in addition to the basic design fee above. The fee assumes the splashpad will be constructed at the same time (simultaneously/together) with other park improvements. Additional fees may be requested if a separate permit, bid, or construction administration is needed for the splashpad. This fee includes time to work with the County's separate splashpad contractor and integrate their work into the overall park project. Typically, this involves obtaining and reviewing shop drawings, assisting with permitting, points of connection with park infrastructure, site preparation coordination, additional concrete decking, access to and from parking, and inter connectivity with other facilities.

ADDITIONAL SERVICES

Work not included in Design Fee:

- Site Lighting plans
- Signage plans
- Gas, cable, telephone, data communications
- Any unusual site work associated with conditions discovered during construction, including but not limited to, underground storage tanks/hazardous materials, unusually large quantities of rock or unsuitable material, on site disposal area/landfills, or unusually high ground water table requiring permanent site de-watering.
- Illustrative drawings or 3-D modeling
- Rezoning or Conditional Use plans
- Special inspections for foundations, masonry, etc.
- Express plan review
- Public meetings
- Security systems
- Construction and Materials Testing
- Special Inspections
- Advertisements
- Review/Permit Fees
- Irrigation
- Retaining walls
- Architectural services of any kind
- Plumbing, Mechanical, Electrical, or Structural design
- Septic system design
- Geotechnical Engineering

Mr. Don Bringle

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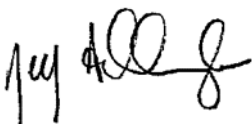
- Grant administration or reporting

The design fee and any future scope of work adjustments are based on the following hourly rates:

<u>CLASSIFICATION</u>	<u>RATE</u>
Project Principal	\$196.00
Senior Project Manager II	\$184.00
Senior Project Manager I	\$154.00
Project Manager II	\$145.00
Project Manager I	\$142.00
Landscape Architect II	\$132.00
Landscape Architect I	\$116.00
Senior Landscape Designer	\$124.00
Project Engineer II	\$136.00
Project Engineer I	\$125.00
Senior Designer	\$123.00
Designer II	\$127.00
Designer I	\$92.00
Technical Specialist II	\$105.00
Administrative Assistant	\$80.00

If this agreement meets your understanding and approval, please sign below, and return a copy for our files, a signed agreement will serve as Rowan County's authorization to proceed.

Sincerely,



Jeff Ashbaugh, PLA
NC LA Group Manager



Brian Cannella
North Carolina Division Manager, VP

AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK INDICATED ABOVE.

Rowan County

Date



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client shall not exceed the available limits of Consultant's insurance, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

RFQ Tabulation Form
RFQ #2022-031 Woodleaf Community Park

		Criteria					
Responses		Professional Expertise (Scale 1-5) 25%	Management/Technical Expertise (Scale 1-5) 25%	Local Knowledge and Permitting Experience (Scale 1-5) 25%	Past Performance - Proven Similar Experience (Scale 1-5) 25%	Total Score (Max Score 20)	Notes/Comments
Benesch		4.50	4.50	4.50	4.50	18.00	Lots of PARTF experience listed/liked projects presented
McAdams		4	3.5	4	3.5	15.00	Not much PARTF info/handled Master Plan/Bogle is known
McGill		4	4.50	4	3.75	16.25	PARTF Admin named/Bogle is known/like key Consideration section/few minor issues with current project

Reviewer:
Purchasing and Parks and Rec

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: TJ Brown, EM Division Chief
DATE: 05/06/2022
SUBJECT: Acceptance of Emergency Management Performance Grant Award

On December 7, 2020, the Board of Commissioners approved the request to apply for the annual Emergency Management Performance Grant (EMPG). On March 21, 2022, at the request of NC Emergency Management, the Board of Commissioners approved an amended application to correct the amount of optional funding for the annual grant, as well as accept additional optional funding that was provided by Congress through ARPA legislation to EMPG programs.

We have received both award MOA's from North Carolina Emergency Management and we respectfully request the Board allow Emergency Services to accept this award and authorize the County Manager and/or appropriate staff to execute the MOA's.

ATTACHMENTS:

Description	Upload Date	Type
ES Memo	5/9/2022	Cover Memo
MOA for Optional Funding	5/9/2022	Backup Material
MOA for EMPG Additional Funding	5/9/2022	Backup Material



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

To: Rowan County Board of Commissioners
From: TJ Brown, Emergency Management Division Chief
Date: April 25, 2022
Re: Emergency Management Performance Grant Application Update

On December 7, 2020, the Board of Commissioners approved the request to apply for the annual Emergency Management Performance Grant. On March 21, 2022, at the request of NC Emergency Management, the Board of Commissioners approved an amended application to correct the amount of optional funding for the annual grant, as well as accept additional optional funding that was provided by Congress through ARPA legislation to EMPG programs.

We have received both award MOA's from North Carolina Emergency Management and we respectfully request the Board allow Emergency Services to accept this award.



Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

North Carolina Department of Public Safety

Emergency Management

William C. Ray, Director

Emergency Management Performance Grant (EMPG)

Fiscal Year 2021

GRANT AWARD AND MEMORANDUM OF AGREEMENT AMENDMENT

Subrecipient:	Rowan County	CFDA number:	97.042
DUNS number:	074494014	Federal/State Base amount:	\$36,150.00
Federal ID number:	566000336-A	Federal/State Optional amount:	\$18,229.63
Account:	1901-EMPG local 2021	SATCOM deductions:	\$0.00
Date of Award:	(See MOA for Effective Date)	Total grant amount:	\$54,379.63

THIS AMENDMENT TO THE GRANT AWARD AND MEMORANDUM OF AGREEMENT is entered into by and between the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, Raleigh, North Carolina (hereinafter referred to as the RECIPIENT), and

Rowan County

(hereinafter referred to as the SUBRECIPIENT).

WITNESSETH

That WHEREAS, on October 1, 2020 the parties entered into a Grant Award and Memorandum of Agreement wherein RECIPIENT provided funds from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), for FY 2021 Emergency Management Performance Grant Program Funding Award EMA-2021-EP-00015-2120080.

And WHEREAS, the parties wish to modify the provisions of the prior Grant Award and Memorandum of Agreement by this amendment.

Therefore, in consideration of the payments that have already been made on the original Grant Award and Memorandum of Agreement and in further consideration of the promises and agreements that follow, the RECIPIENT and the SUBRECIPIENT do mutually agree that the prior Grant Award and Memorandum of Agreement of the parties is changed in the following respects only:

2021 EMPG Grant Award Amendment, page 1

MAILING ADDRESS
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncem.org



An Equal Opportunity/Affirmative Action Employer

OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

A Nationally Accredited Agency



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
 North Carolina Emergency Management
 Physical Address: 4105 Reedy Creek Road, Raleigh, NC 27607



Emergency Management Performance Grant Program

Fiscal Year 2021

COST REPORT 2

Sub-recipient: Rowan County
Address: 2727 Old Concord Rd.
 Salisbury, NC 28146-6319
Federal ID #: 566000336-A
DUNS #: 074494014
Branch: Western

Account #: 1901-EMPG local 2021
Grant period: October 1, 2020 - September 30, 2023
Grant file #: EMPG-2021-2120080

Funding worksheet

	EMPG Final amount	Universal (Base) amount	Optional amount	SATCOM deductions	Balance to be paid
Federal/State	\$54,379.63	\$36,150.00	\$18,229.63	\$0.00	\$18,229.63
Local match	\$54,379.63	\$36,150.00	\$18,229.63	\$0.00	\$18,229.63
Total	\$108,759.25	\$72,300.00	\$36,459.25	\$0.00	\$36,459.25

This final cost report reflects completed and approved Optional amounts by your emergency management program minus SATCOM deductions to give a final Balance to be Paid amount. SATCOM deductions are from January 1, 2021 to December 31, 2021 and reflect all charges for SATCOM use. This Optional amount can be used for enhancing your local emergency management program.

This cost report requires appropriate signatures and return to the State for payment. Payment will be made once all signatures have been completed and processed. This funding reimburses your county for eligible EMPG work.

Certification:

I certify that the above are correct based on grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions, and that appropriate documentation to support these costs and expenditures is available or attached.

 Rowan County Finance Officer Authorized Signature

 Date

 Rowan County Authorized Signature

 Date

William C. Roy

 North Carolina Emergency Management Director's Approval Signature

4/13/2022 | 21:00:01 EDT

 Date

 Department of Public Safety Controller's Office Approval

 Date



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

William C. Ray, Director

The NCEM Grants Branch Database formula used to determine the Total Balance to be paid in the FY21 EMPG Cost Report #2 for the optional activities amount is \$18229.627220862 which rounds to \$18,229.63. Doubling this number gives the sum of \$36459.254441724 which rounds to \$36,459.25 for accuracy to two decimal places.

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



An Equal Opportunity Employer

Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Emergency Management Performance Grant - American Rescue Plan Act (EMPG-ARPA)

Fiscal Year 2021

AL #: 97.042

Grant #: EMA-2021-EP-00014

Memorandum of Agreement (MOA)

between**Recipient:**

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Rowan County
Tax ID/EIN #: 566000336-A
Duns #: 074494014

MOA #: 2123080**Award amount:** \$15,319.39**Period of performance:**

October 1, 2020 to September 20, 2023

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Emergency Management Performance Grant – American Plan Rescue Plan Act (EMPG-ARPA). More information about EMPG-ARPA is available at: <https://www.fema.gov/grants/preparedness/emergency-management-performance>. This MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide EMPG-ARPA funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work see Attachment 1.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2021* (Pub. L. No. 116-260), (3) FY 2021 EMPG-ARPA Notice of Funding Opportunity (NOFO): <https://www.fema.gov/media-collection/emergency-management-performance-grant>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Recipient agrees that it will pay Subrecipient compensation for eligible services to be rendered by Subrecipient. Payment to Subrecipient for expenditures under this MOA will be reimbursed after Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project. See also paragraph 9 below regarding compliance.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued EMPG-ARPA funding is contingent upon completion of all EMPG-ARPA funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

A. Recipient/Subrecipient must:

- i. Be established as a State, Local, or Federally Recognized Indian Tribal Government.
- ii. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>.
- iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- iv. Complete any procurement(s) and expenditures no later than September 30, 2023.
- v. Provide quarterly progress reports to NCEM Grants Branch using WebEOC (<https://www.ncsparta.net/eoc7/>), by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- vi. Submit requests for reimbursement with all required documentation attached.
- vii. Match requirement. FY 2021 EMPG-ARPA funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG-ARPA cannot be matched to any other federal grants. The Subrecipient identifies to the Recipient the match source on their application for EMPG-ARPA funds. Recipients of EMPG-ARPA funding can review the FY 2021 EMPG-ARPA NOFO, section D, Funding Restrictions for additional guidance. Other program guidance is available at <https://www.fema.gov/grants/preparedness/emergency-management-performance>. Contact your NC Emergency Management Area Coordinator for assistance.
- viii. The Subrecipient must have either a full-time emergency management program director or a 50% full-time equivalent emergency management program director.

B. File Retention (see Attachment 4 "Required Subrecipient File Documentation"):

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each EMPG-ARPA grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution/ordinance establishing Subrecipient as a State, Local, or Federally Recognized Indian Tribal Government.
- ii. Award letter, MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

5. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2021 EMPG-ARPA Application packet, incorporated by reference

herein. The Recipient and Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

6. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for EMPG-ARPA activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7. Compliance

Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2021 EMPG-ARPA NOFO referenced in paragraph 2 above. Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

8. Responsibilities

Recipient:

- A. Recipient shall provide funding to Subrecipient to perform the activities as described herein.
- B. Recipient shall conduct a review of the project to ensure that it is in accordance with EMPG-ARPA requirements.
- C. The federal award date is October 1, 2020. Funds allocated must be encumbered and invoices received by NCEM by October 30, 2023.
- D. Recipient shall directly monitor the completion of this project.

Subrecipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.
- B. The Subrecipient shall expend FY 2021 EMPG-ARPA Grant Program funds in accordance with the FY2021 EMPG-ARPA NOFO, the grant application, and Subaward Notification.
- C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, Subrecipient must submit to Recipient, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award, this MOA and [DHS Standard Terms and Conditions](#) (Attachment 3), incorporated by reference herein, for the performance of the activities.
- D. Procurement. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327. Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2021 EMPG-ARPA NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2021 FEMA Preparedness Grants Manual. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title

VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- E. Submit invoice(s) requesting reimbursement for item(s) received to NCEM Grants Management Branch (ncemgrants1@ncdps.gov). Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2021 EMPG-ARPA NOFO. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after Subrecipient payment of invoice may be denied.
- F. Complete all Universal and six or more Optional work activities as identified in the FY 2021 EMPG-ARPA Local Activity Directory which is a part of the FY 2021 EMPG-ARPA application packet, incorporated by reference herein.
- G. Complete the procurement(s) process not later than September 30, 2023.
- H. Provide quarterly progress reports to NCEM Grants Branch using WebEOC (<https://www.ncsparta.net/eoc7/>), by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- I. Maintain a grant management filing system as required in this MOA (Attachment 4).
- J. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2021 EMPG-ARPA NOFO and Subaward Notification, and [DHS Standard Terms and Conditions](#) (Attachment 3).
- K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.
- L. Ensure that EMPG-ARPA funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- M. Non-Supplanting Requirement. See paragraph 6 (Supplantation).
- N. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- O. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, Subrecipient must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the [Authorized Equipment List \(AEL\)](#) for EMPG-ARPA are eligible for purchases from this grant.
- P. Property and Equipment. Property and equipment purchased with EMPG-ARPA funds shall be titled to Subrecipient, unless otherwise specified by NCEM, DHS and/or FEMA. Subrecipient shall be responsible for the custody and care of any property and equipment purchased with EMPG-ARPA funds furnished for use in connection with this MOA, and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with EMPG-ARPA Program requirements. Recipient will not be held responsible for any property purchased under this MOA.
- Subrecipient must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any property and equipment purchased under the EMPG-ARPA grant, including this specific grant award to Subrecipient, is subject to use as a regional asset to be utilized and directed by DHS and NCEM statewide as needed.
- Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, Subrecipient must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other Federal awarding agencies. NCEM, in conjunction with DHS, will determine and direct how equipment will be redeployed.
- Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.
- Q. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
 - R. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 5.
 - S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of Subrecipient and shall not be reimbursed under this MOA.
 - T. Conflicts of Interest. Per 2 CFR 200.112 and the 2021 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations

where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- U. **Environmental Planning and Historic Preservation (EHP) Compliance.** Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.
- V. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2021 EMPG-ARPA NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Subrecipient under this grant.

11. Warranty

As an independent subrecipient, the Subrecipient will hold Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state

agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for subrecipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
 - Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
 - Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
 - Make copies of the single audit available to the public. See paragraph 15 below for audits.

13. Audit Requirements

For all federal grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 09 NCAC 03M.0205, a subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

Per 2 CFR 200.501, a subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Subrecipient's fiscal year end. Subrecipient must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 15.A. above.
- C. Make copies of the single audit available to the public.

14. Subrecipient Monitoring

See Attachment 6 for subrecipient monitoring.

15. Points of Contact (POC)

To provide consistent and effective communication between Subrecipient and the NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The NCEM contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the person designated by the Subrecipient. Subrecipient is required to keep NCEM informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Contracting/Subcontracting

If Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Subrecipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award

letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2021 EMPG-ARPA NOFO referenced herein.

18. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This MOA may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

23. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

- A. Procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system.
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology of any system.
- C. Enter into, extend, or renew contracts with entities that use ***covered telecommunications equipment or services*** as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:

https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List.
- C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

25. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until September 30, 2023. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2021 EMPG-ARPA NOFO, incorporated by reference herein, the Subrecipient shall reimburse NCEM for said property and/or expenses.

26. Scope of Work

Subrecipient shall implement the EMPG-ARPA project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this MOA:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
 - iii. Equipment inventory records with photo documentation of labeling.
- B. Documentation to be provided throughout the Period of Performance of the grant:
 - i. Quarterly project progress reports.
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with EMPG-ARPA.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
 - iv. Training course roster and description.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount charged.
 - vii. Proof of payment of expenses associated with the project.

27. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, 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, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative 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 and not more than \$100,000 for each such failure.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

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

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant

thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, 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 said property described in this [deed, license, lease, permit,

etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be 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 services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design,

development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The Subrecipient's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Require that each employee engaged in the performance of the grant 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 grant, the employee will:
 - i. Abide by the terms of the statement.
 - 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 agency 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 convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- 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).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA are effective October 1, 2020.

34. Term of this Agreement

This MOA shall be in effect from October 1, 2020 to September 20, 2023.

36. Statement of Assurances

Subrecipient must complete either [Office of Management and Budget \(OMB\) Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. (To download one of the documents right-click the link, select “Copy Hyperlink”, and paste in a browser.)

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. Subrecipient must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. Subrecipient must still complete the appropriate form(s)

even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

37. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
- Attachment 1 Scope of Work
 - Attachment 2 Grant Funded Typed Resource Report
 - Attachment 3 [DHS Standard Terms and Conditions](#)
 - Attachment 4 Required Subrecipient File Documentation
 - Attachment 5 NCEM Communications Branch Memo
 - Attachment 6 Subrecipient Monitoring

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2020.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

BY: William C. Ray
WILLIAM C. RAY, DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT

APPROVED AS TO FORM:

BY: William Polk
WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

ROWAN COUNTY
2727 OLD CONCORD RD.
SALISBURY, NC 28146-6319

BY: _____

BY: _____

BY: _____

BY: _____



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
 North Carolina Emergency Management
 Physical Address: 4105 Reedy Creek Road, Raleigh, NC 27607



Emergency Management Performance Grant – American Rescue Plan Act

Fiscal Year 2021

COST REPORT

Subrecipient: Rowan County
Address: 2727 Old Concord Rd.
 Salisbury, NC 28146-6319
Federal ID #: 566000336-A
DUNS #: 074494014
Branch: Western

Account #: 1901-EMPG-ARPA local
Grant period: October 1, 2020 - September 20, 2023
Grant file #: EMPG-2021-2123080

Award

	Amount
Federal	\$15,319.39
Local match	\$15,319.39
Total	\$30,638.78

Certification:

I certify that the above are correct based on grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions, and that appropriate documentation to support these costs and expenditures is available or attached.

 Rowan County Finance Officer Authorized Signature

 Date

 Rowan County Authorized Signature

 Date
 4/11/2022 | 20:47:30 EDT

William C. Ray

 North Carolina Emergency Management Director's Approval Signature

 Date

 Department of Public Safety Controller's Office Approval

 Date

Attachment 1

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2021

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection	
<i>Select answer "Yes" or "No" for each grant.</i>	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	Yes
- Hazardous Materials Emergency Preparedness (HMEP)?	No
- North Carolina Tier II Competitive?	No
- North Carolina Tier II Noncompetitive?	Yes

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	Rowan County Emergency Services		
Street address	2727 Old Concord Rd, Suite D		
City	Salisbury	ZIP + 4	28146-8388
Email	tj.brown@rowancountync.gov		
EIN/Tax ID number	56-6000336		
DUNS number	074494014		
SAM registered	Yes	Expiration date	6/12/2021
Your name	TJ Brown		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	TJ Brown		
Agency	Rowan County Emergency Services		
Title	EM Division Chief		
Phone (work)	704-216-8918	Phone (mobile)	704-798-3881
Street address	2727 Old Concord Rd, Suite D		
City	Salisbury	ZIP + 4	28146-8388
Email	tj.brown@rowancountync.gov		

Field help

EM program manager

EM program manager <i>This is the local EM grants manager.</i>	
Name	TJ Brown
Email	tj.brown@rowancountync.gov

[Field help](#)

Grants MOA signatory

Grants MOA signatory <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	TJ Brown		
Agency	Rowan County Emergency Services		
Title	EM Division Chief		
Street address (not PO Box)	2727 Old Concord Rd, Suite D		
City	Salisbury	ZIP + 4	28146-8388
Email	tj.brown@rowancountync.gov		
Name	James Howden		
Agency	Rowan County Finance Department		
Title	Finance Director		
Street address (not PO Box)	130 W Innes St		
City	Salisbury	ZIP + 4	
Email	james.howden@rowancountync.gov		
Name	Aaron Church		
Agency	Rowan County		
Title	County Manager		
Street address (not PO box)	130 W Innes St		
City	Salisbury	ZIP + 4	28144-4365
Email	aaron.church@rowancountync.gov		

[Field help](#)

Projects

Enter requested project information for each grant checked under **Grants selection**.

EMPG

Point of contact (complete only if different from point of contact in [Contacts](#) section.)

Point of contact <i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

[Field help](#)

*MOA signatory (complete only if different from MOA signatory in **Contacts** section.)*

MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Finance director

Finance director	
<i>The signature of the finance director of the agency is required for the memorandum of agreement.</i>	
Name	James Howden
Email	james.howden@rowancountync.gov

Field help

Project information

General information <i>Enter information describing the project.</i>	
Title	Rowan County EMPG
Description	Funding used for EM Salary Support
Goal	Funding to support portions of the salary, benefits, and program costs for the EM Program
Construction/renovation required	No
Structural attachment required	No
Core capabilities addressed <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>	
Primary	Operational Coordination
Secondary	Planning
Project timeline milestones <i>List the major project events and their completion dates.</i>	
Milestone	Completion Date
MOA & Cost Report Distribution	9/2021
Quarterly Progress Report	10/2021
Quarterly Progress Report	1/2022
Quarterly Progress Report	4/2022
Quarterly Progress Report	7/2022
Universal Award Distributed	10/2021
Optional Award Distributed	3/2022
Period of Performance Completion	8/2022

Field help

Budget

Complete **Organization details** if any personnel is funded by this grant, then complete the **Planning/Organization/Equipment/Training/Exercises costs** section.

Organization details

Enter the requested information if any personnel are funded by this grant.

EM program manager <i>Complete for EM program manager activity only.</i>	
Time allotted for EM	90%
Salary	\$82,919.70
Date of employment in current position	8/5/2019
Have courses required by FEMA been completed? See Field help.	Yes
All personnel <i>Complete for all personnel supported by funds from this project.</i>	
All EMPG program funds (federal and match) allocated towards local emergency management personnel	\$139,336.70
All EMPG Program funds (federal and match) allocated towards non-local emergency management personnel	0
Number of local emergency management personnel	2
Number of local emergency management personnel supported (fully or partially) by the EMPG Program	1
Number of local emergency management FTE personnel supported (fully or partially) by the EMPG Program	1
Names of all EMPG-supported personnel	TJ Brown
Have each of the named EMPG-supported personnel completed courses as required by FEMA? See Field help.	Yes

Field help

Planning/Organization/Equipment /Training/Exercises (POETE) costs

Estimated Costs <i>For each cost item select an activity area and then enter a description and the cost amounts. Enter the total.</i>				
Activity area	Description	AEL# (if equipment)	Federal funding	Total amount (federal + match)
Planning	All Emergency Management Activities related to universal and optional activity selection		\$69,668.35	\$139,336.70
Choose an item.	Click or tap here to enter text.	Enter cost.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter cost.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter AEL#	Enter amount.	Enter total.
Total estimated costs			\$69,668.35	\$139,336.70

Field help

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information <i>Enter additional project information in the space below.</i>

HMEP
North Carolina Tier II Competitive
North Carolina Tier II Noncompetitive
Certification

Certification <i>Review each certification item and check where appropriate.</i>	
I certify that:	<ul style="list-style-type: none"><input checked="" type="checkbox"/> This application includes complete and accurate information.<input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.<input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant.<input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding.<input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list).<input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted.<input checked="" type="checkbox"/> (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Attachment 2

Attachment 3 - EXAMPLE**Grant-Funded Typed Resource Report****Tool Instructions:**

- Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
- Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
- Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- Enter the cost of the equipment or training.
- Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	53	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 3 Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
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3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

[illegible]

Attachment 3

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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2021 DHS Standard Terms and Conditions

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

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buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§3729-3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

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overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969](#), (*NEPA*) [Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#)

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and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#)), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

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- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

- a. *Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).*
- b. *Where and when to report.*
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.
- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
 - 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. § 170.320](#) (and subawards); and

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- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- 3) *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
- a) As part of the recipient's registration profile at <https://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

2021 DHS Standard Terms and Conditions

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions

For purposes of this award term:

- a. *Federal Agency* means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. *Non-Federal Entity*: means all the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. *Executive*: means officers, managing partners, or any other employees in management positions.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- e. *Subrecipient*: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- f. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

2021 DHS Standard Terms and Conditions

- 3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- 4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- 5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- 6) *Other compensation,* if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

2021 DHS Standard Terms and Conditions

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions.

For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

2021 DHS Standard Terms and Conditions

- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
- 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.

2. Definitions

For purposes of this term:

1. *System for Award Management (SAM)*: means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
2. *Unique Entity Identifier*: means the identifier assigned by SAM to uniquely identify business entities.
3. *Entity*: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A federal agency.
4. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - a. The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - b. A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from the recipient under this award; and
 - b. Is accountable to the recipient for the use of the federal funds provided by the subaward.

2021 DHS Standard Terms and Conditions

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [*Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)*](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Attachment 4

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

Attachment 5



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

William C. Ray, Director

MEMORANDUM

TO: Erik Miller – Grants Branch Manager

FROM: Greg Hauser – Communications Branch Manager

SUBJECT: Communications equipment grant requirements

DATE: February 28, 2022

In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the Communications Branch requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance to include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), Emergency Management Performance American Rescue Plan Act Grant (EMPG-ARPA) and the Homeland Security Grant (HSGP) meet the below standards. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts; portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must have the following capabilities, i.e. the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)
- Any other wireless device outlined in the FEMA *“Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim)”* dated August 3, 2020 (attached) and effective August 13, 2020.

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing software, it must be identified on the attached “*List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities.*”**

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. If a permanent patch is required, written permissions **must** be obtained from all system administrators. Once this is completed, the requestor must obtain approval from the grant’s manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

If you have any questions, please do not hesitate to contact Greg Hauser at 919-618-0536 or greg.hauser@ncdps.gov

Attachment 6

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).
 1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
 2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
 3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
 4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, policies and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.
 1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.
 2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
 3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).
 1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements**.
 2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
 2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin
DATE: 5/5/2022
SUBJECT: Public Hearing for Z 01-22

Thaddeus Ogg is petitioning to rezone his two parcels at the approximate 4500 block of Cauble Rd from Rural Residential (RR) to Commercial Business Industrial with a Conditional District (CBI-CD) for the placement of a mini-storage warehouse facility. These properties can be further referenced as county tax parcels 310 325 and 310 327.

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 01-22

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/5/2022	Cover Memo
Site Plan	5/9/2022	Cover Memo
GIS Map	5/5/2022	Cover Memo
application	5/5/2022	Cover Memo

DEPARTMENT OF PLANNING & DEVELOPMENT
DATE: 05/06/2022
STAFF CONTACT: AARON POPLIN



REZONING PETITION: Z 01-22

REQUEST: RR to CBI-CD

PARCEL ID: 310 325 and
310 327

LOCATION: 4500 block
Cauble Rd.

ACERAGE: 1.75

CURRENT LAND USE:
Vacant

OWNER: Thaddeus Ogg

APPLICANT: Thaddeus Ogg

BACKGROUND

Thaddeus Ogg is petitioning to rezone his two parcels at the approximate 4500 block of Cauble Rd from Rural Residential (RR) to Commercial Business Industrial with a Conditional District (CBI-CD) for the placement of a mini-storage warehouse facility. These properties can be further referenced as county tax parcels 310 325 and 310 327.

Relationship with any plans and policies

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

thoroughfares.

Within approximately half a mile of this request off of US 601 HWY there have been five approved commercial rezonings. Three of the rezoning requests have been to a general NB district and the other two requests have been to Conditional District CBI. This request would follow this same trend of CBI districts being requested as conditional districts.

Consistency with the requested zoning district's purpose and intent

Commercial, Business, Industrial, CBI. This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and/or regional

economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community/regional/potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water/sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

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

Compatibility of Uses: the CBI district offers a wide variety of uses of varying intensities, however this request only allows for Mini-warehouse storage (4225).

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

Generalized Groupings:

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

Source: Section 21-113 Table of Uses

Conditions within the vicinity (see enclosed map): Area around the intersection of Cauble Rd and US 601 HWY is mostly zoned RR. There is an approximate 16 acre CBI district that is located at the intersection and is immediately adjacent to the rezoning request. Cauble Rd has one CBI zoned lot that is currently used for a commercial use and a few other Rural Home Occupations. The majority of the tracts off of Cauble Rd have single family dwellings on them. US 601 HWY in the area is mostly single family residences, but there are a number of non-residentially developed properties with uses including a church, Dollar General, and Mulch sales.

Potential impact on facilities such as roads, utilities and schools

Roads: The NC DOT has already issued a driveway permit D091-080-21-00037 for the entrance off of Cauble Rd.

Utilities: N/A

Schools: N/A

Decision making and procedures

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

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

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

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

February Planning Board Meeting

The Rowan County Planning Board conducted a courtesy hearing for Z 01-22 at their February meeting. During the courtesy hearing two people spoke in opposition of the rezoning. The main concerns of the opposition were the potential for increased traffic and the potential for light to shine on adjacent residential property. One person spoke in favor of the rezoning saying that the proposed use is better than other potential uses that could be used on the site.

The Planning Board discussed the application and went over potential conditions that would mitigate the concerns of the neighbors. The Planning Board and the applicant agreed to three conditions: The screening for the property would change from an opaque fence to a row of evergreen trees, the parcels would be combined, and the dusk to dawn lighting be motion activated.

The Planning Board adopted the following statements:

Statement of Consistency – Z 01-22 is consistent with the Western Area Land Use Plan on minor thoroughfares and is adjacent to other CBI zoned properties.

Statement of Reasonableness – Z 01-22 is reasonable based on the fact there are many other CBI zoned parcels in the immediate area and that storage buildings will not be detrimental to the surrounding land owners

The Planning Board approved the request with the conditions of, combining the two properties, changing the fence and natural buffer, so that the natural buffer is on outside of fence and that the lighting be motion activated.

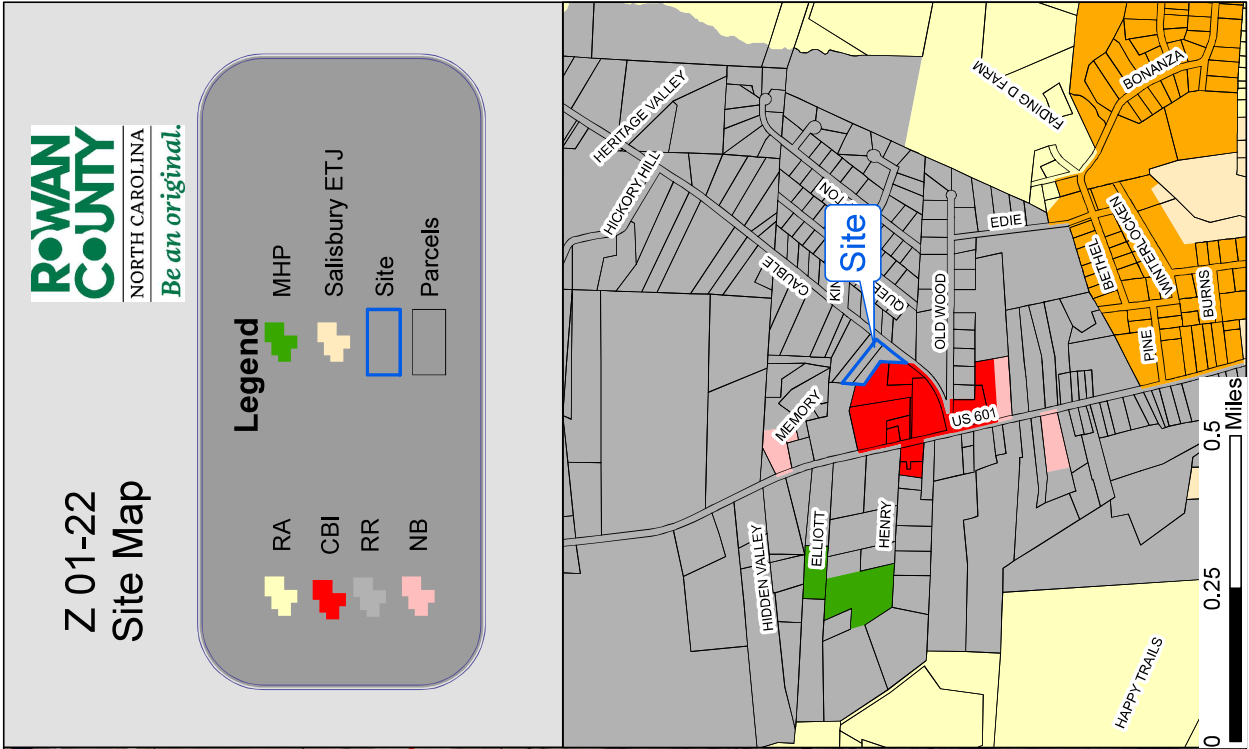
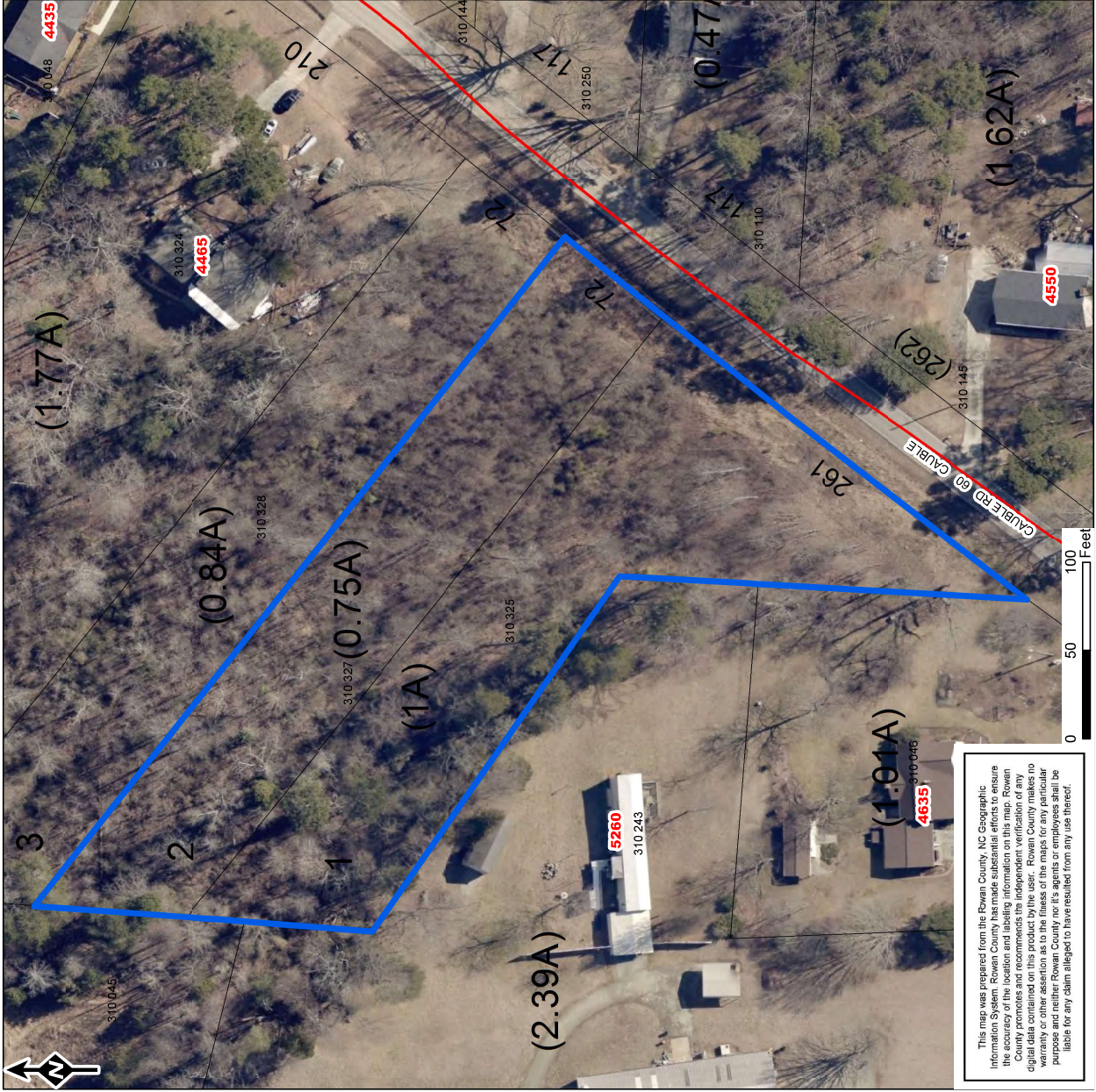
After the Planning Board meeting the applicant updated their site plan to reflect the conditions agreed to at the meeting. Along with addressing the conditions the applicant added a small storm water control pond to comply with any potential DEQ stormwater requirements. The applicant has assured staff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

Staff Comments

- Only the use shown in the site plan should be considered when making a decision.
- The owners plan to combine tax parcels 310 325 and 310 327 into one parcel. Staff recommends that a condition of approval be that the lots be combined.
- The Board can consider adding other mutually agreed upon conditions to the request.

Attachments

- GIS Map
- Site Plan
- Application
- Statement worksheet





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

Case # Z 01-22
Date Filed _____
Received By _____
Amount Paid _____

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Thaddeus Joseph Ogg

Signature: *Thaddeus Joseph Ogg*

Phone: 704-239-3854 Email: togg82@gmail.com

Address: 340 Shore Acres Road, Salisbury, N.C. 28146

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

Name: Same

Signature: _____

Phone: _____ Email: _____

Address: _____

PROPERTY DETAILS:

Tax Parcel(s): 310 325 / 310 327 Size (sq.ft. or acres): 1.9ac.

Property Location: (Lat: 35.731 Long: -80.499) Cauble Road

Current Land Use: Rural Residential (land)

Date Acquired: 2008 Deed Reference: Book 1999 Page _____

REQUEST DETAILS:

Existing Zoning District RR-3 Requested Zoning District CBI-CD

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

Commercial: Mini Storage Facility

Additional information enclosed restricting the conditional use district? Yes ☒ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: May 6, 2022
SUBJECT: Public Hearing for Z 04-22: Red Rock Development LLC.

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

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

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

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 04-22

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/6/2022	Exhibit
Site Plan	5/6/2022	Exhibit
Long Ferry Road Speculative Industrial	5/6/2022	Exhibit

Development Overview

GIS Map

DOT TIA review letter

Applications

5/6/2022

5/6/2022

5/6/2022

Exhibit

Exhibit

Exhibit



REZONING PETITION: Z 04-22

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

Parcel IDs: 603-045, 112, 113, 114, 116, & 118

Location: 1700 – 2300 block Long Ferry Rd. Salisbury

Total Acreage: Apx. 384

Owners: Nancy Carlton et al., Anne Carlton et al., and Kern Carlton Farms LLC.

Applicant: Red Rock Developments LLC.

Watershed: N/A

PH II Stormwater: N/A

Floodplain: Adjacent to floodplain but not within.

Existing Improvements: None.

REQUEST

Red Rock Developments LLC. is requesting the rezoning of approximately 384 acres located along the 1700 – 2300 block of Long Ferry Road Salisbury from Rural Agricultural (RA) and Rural Agricultural with an Agricultural Overlay (RA-AO) to Commercial Business Industrial with a Conditional District (CBI-CD) (see Figure 1).

Owner	Parcel ID	Acreage	Current Zoning
Anne Carlton et al.	603-113	23.40	RA-AO
Anne Carlton et al.	603-112	82.50	RA-AO
Nancy Carlton et al.	603-045	22.51	RA
Nancy Carlton et al.	603-118	112.27	RA
Kern Carlton Farms LLC.	603-116	89.77	RA
Kern Carlton Farms LLC.	603-114	53.12	RA

Figure 1

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

PROJECT DESCRIPTION

Red Rock is proposing a speculative industrial development consisting of six (6) buildings likely to commence as “shell” buildings where the slab and structure would be initially constructed and a receive a subsequent “upfit” once a tenant is identified. Page 2 of the enclosed “Long Ferry Road Speculative Industrial Development Overview” provided by Red Rock indicate a list of permitted uses within the conditional district specifically in the Manufacturing, Transportation, and Wholesale-Trade sectors. With few exceptions, the proposed use list is permitted by right in the CBI district (refer to Section 21-113 of the Zoning Ordinance).

PLAN DETAILS

The development overview document along with the site plan provide proposed details and restrictions that will govern future development within the district. The documents include the following:

- Lots – Six (6) existing parcels would be reconfigured for the proposed six (6) buildings, five (5) of which would have frontage along Long Ferry Road while the remaining parcel for Building C would be served by a sixty (60) foot private easement.

Building	Building Size	Phase	Proposed Year of Completion
A	550,000 SF	I	2023
B	270, 000 SF	II	2024
C	400,000 SF	II	2024
D	1,100,000 SF	I	2023
E	270,000 SF	III	2025
F	270,000 SF	III	2025
Total	2,660,000 SF		

Figure 2

- Size and Phasing – Three (3) phases of development with two (2) buildings each year totaling 2.66 million square feet with an anticipated completion of 2025 (see Figure 2 and enclosed site plan).

- Appearance – Buildings will be constructed with tilt wall concrete panels similar to that noted on page 3 of the development overview document. Staff Note: Image specifics are for illustration only and not intended to be part of the conditional district.
- Landscaping – Proposed landscaping would be “in a manner that is higher than the requirements of the Zoning Ordinance”. Revised plans indicate dimensioned areas of retained vegetation and one (1) section of new screening with adjoining properties. Street trees along Long Ferry Rd. and within parking areas.
- Lighting – Pole lighting will be a maximum of thirty-five (35) feet in height with light levels not to exceed 0.5 “foot candles” at the property line. (Staff Note: a foot candle is a measurement of light intensity measured at a specific location rather than at the light source). Fixture details were not provided.
- Signage – Proposed signs would be building mounted and / or monument style (base mounted to ground) along with necessary directional signs. No other details were included.

**CONFORMITY WITH ADOPTED
PLANS / POLICIES**

East Area Land Use Plan (see Figure 3)

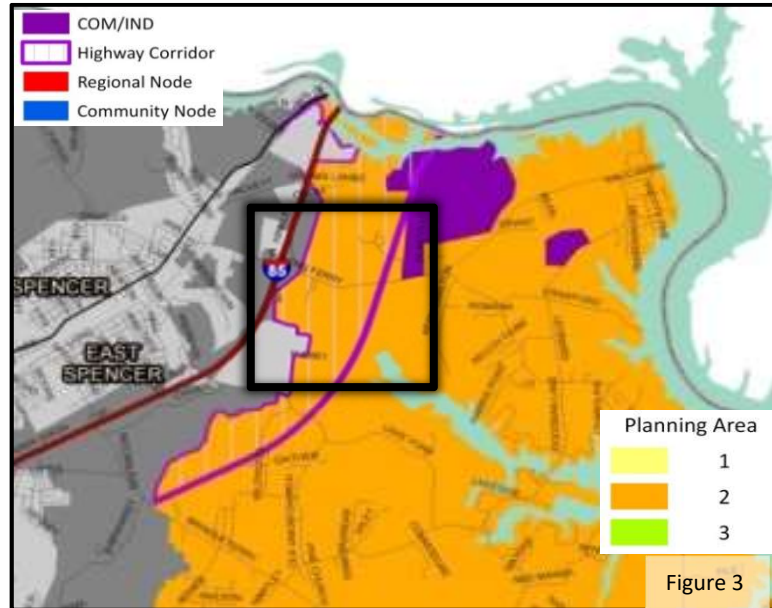
- Located in Area 2 (areas adjacent to municipalities and High Rock Lake).
- Industrial land use applications are discouraged in Area 2 except for industrial districts and the I-85, US 29, and NC 152 corridors.
- Approximately ½ of the 384 acres are located within the one (1) mile I-85 Commercial and Industrial Corridor, which encourages commercial, industrial, and mixed-use development.
- Use of extension of existing and planned water / sewer utilities are encouraged.

- Perimeter landscaping and parking on sides and rear of building is suggested.
- Consider fifty (50) foot buffer for new development outside watershed areas along all streams.

CONSISTENCY WITH THE DISTRICTS PURPOSE / INTENT

Commercial Business Industrial (CBI) – This

zone allows for a wide range of commercial, business and light to medium industrial activities which



support both the local and / or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend “highway business” along identified NC and US highways; community / regional / potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water / sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

Conditional Districts (CD) – There are instances where certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter. This voluntary procedure must be petitioned by the property owner or their authorized agent as a firm development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

COMPATIBILITY OF USES

While most of the same uses proposed within the CD are also permitted with Special Requirements in the RA district, a non-residential development in RA would be in the form of a Rural Home Occupation (RHO), which is limited to a maximum building size of 12,000 sq.ft. (see Figure 4). Additional requirements are designed to address compatibility with RHO development in most RA zoned areas.

MAJOR GROUP	INDUSTRY GROUP	RA	RA-AO	CBI-CD
Residential		Most Permitted	Permitted (family only)	Not Permitted
Construction		Most Permitted with SR	Not Permitted	Not Permitted
Mining		Not Permitted	Not Permitted	Not Permitted
Manufacturing		Most Permitted with SR	Not Permitted	Most Permitted
	"Heavy Impact Uses"	Not Permitted	Not Permitted	Not Permitted
Transp., Com., Elec. / Gas, & Sanitary Svc.		Some Permitted with SR or SUP	Not Permitted	Few Permitted
Wholesale Trade		Most Permitted with SR	Few Permitted	Most Permitted
Retail Trade		Most Permitted with SR	Not Permitted	Not Permitted
Finance, Ins., & Real Est.		Most Permitted with SR	Not Permitted	Not Permitted
Services		Some Permitted with SR	Not Permitted	Not Permitted
	Misc. Amusement & Rec.	Few Permitted with SUP	Not Permitted	Not Permitted
Public Admin.		Few Permitted	Not Permitted	Not Permitted

Generalized Groupings for Permitted SIC Categories:
Most: 100-66% Some: 66-33% Few: 33-0% Not Permitted: 0%

Source: Section 21-113 Table of Uses

Figure 4

CONDITIONS IN THE VICINITY See Enclosed GIS Map –

North

- Thirty-two (32) residences along Stoner Morgan Rd.
- Four (4) poultry houses at 399 Stoner Morgan Rd. on 130 acres zoned RA-AO. Property is listed within an Enhanced Voluntary Agricultural District (EVAD).
- Large wooded areas to the northwest.
- Thirty-one (31) residences along Dukeville Rd.
- Duke Energy Buck plant at 1415 Dukeville Rd. totaling 585 acres zoned Industrial (IND).
- Bethel United Methodist Church at 2380 Long Ferry Rd.

South

- Town Creek / Crane Creek confluence and associated High Rock Lake cove.
- The Reserve at High Rock Lake (12 lot gated subdivision) at the end of Kern Carlton Rd.
- *Peter Kern House* – Local Historic Landmark located at 1360 Kern Carlton Rd.

East

- Thirteen (13) residences along Long Ferry Rd. frontage.
- Twenty-three (23) residences along Kern Carlton Rd. primarily on large lots.

West

- Thirty-seven (37) residences along the north and south side of Long Ferry Rd.
- 1.7 acre CBI-CD zoned area located 250 feet west at 1690 Long Ferry Rd.
- Mobi-Lodge – 39 space manufactured home park zoned 85-ED-1 consisting of 84 $\frac{3}{4}$ acres.
- 14.6 acre CBI zoned area consisting of 7-Eleven (1215 LFR), Aldi Inc. truck repair (1355 LFR), Salisbury-Rowan Utilities (SRU) water tower (1375 LFR), and High Rock Collision (1555 LFR).
- Chewy Inc. located at 255 Front Creek Rd. consisting of 88 acres generally zoned 85-ED-2.

- Rusher BP located at 1190 Long Ferry Rd. in The Town of Spencer's Extra Territorial Jurisdiction (ETJ).

POTENTIAL IMPACT ON ROADS

Planning staff analysis on the road impact typically include the following basic information in addition to projected trip generation based on a proposed use(s), if known:

Long Ferry Road (SR 2120) –

- Classified as a major thoroughfare.
- Most recent Annual Average Daily Traffic (AADT) counts collected in 2019 estimate the following vehicle trips: 6,400 West of Front Creek Rd. and 4,100 East of Dukeville Rd.
- The 2019 Cabarrus-Rowan Metropolitan Planning Organization's (CRMPO) Comprehensive Transportation Plan (CTP) estimates road capacity at 11,700 AADT, which represents a figure primarily based on pavement width (estimated between 22 and 24 feet) and speed limit (45 mph) rather than a single measure of assessing the road's operational capacity.

Trip Generation / Traffic Impact Analysis–

The developer along with their traffic engineer, Design Resource Group (DRG), identified four (4) land use codes from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition, 2017) based on the proposed uses and assumed building square footage of each in the development used as the input measure within their required Traffic Impact Analysis (TIA). Figure 5 detail the projected weekday trips during the AM Peak Hour (7:00 – 9:00 AM), PM Peak Hour (4:00 – 6:00 PM), and total daily trips projected at complete buildout. For example, one (1) "trip" is calculated by leaving one's home and arriving to work with no other stops along the way. Additional trips are tallied based on subsequent movements leaving the site.

Land Use	Land Use Code	Size
Warehousing	150	1,085,280 sq.ft.
High-Cube Fulfillment Center Warehouse	155	547,560 sq.ft.
General Light Industrial	110	750,000 sq.ft.
Manufacturing	140	336,960 sq.ft.

Trip Generation - Unadjusted Volumes During a Typical Weekday			
	IN	OUT	TOTAL
AM Peak Hour	678	303	981
PM Peak Hour	557	803	1,360
Daily Trips			11,229

Figure 5

	Approach	AM Peak Hour			PM Peak Hour		
		LOS	Delay (sec / veh)	Capacity (v/c)	LOS	Delay (sec / veh)	Capacity (v/c)
	2025 Full Build with Improvements						
I-85 SB Ramps & LFR	Intersection	C	33	0.82	D	40.2	0.94
	EB - Long Ferry Rd	C	32.5	-	D	50	-
	WB - Long Ferry Rd	C	31.7	-	C	28.6	-
	SB - I-85 SB Ramps	C	34.6	-	D	52.1	-
I-85 NB Ramps & LFR	Intersection	B	16.9	0.72	C	22.7	0.91
	EB - Long Ferry Rd	A	8.3	-	B	10.6	-
	WB - Long Ferry Rd	A	9.5	-	B	13.5	-
	NB - I-85 NB Ramps	D	39.8	-	E	60.8	-
Front Creek & LFR	Intersection	C	26.5	0.88	D	53.4	1.1
	EB - Long Ferry Rd	C	24.3	-	C	21.2	-
	WB - Long Ferry Rd	B	13.8	-	F	82.1	-
	NB - Front Creek	E	72.5	-	E	78.2	-
	SB - Front Creek	C	34.5	-	D	41.9	-
Bld. A /B & C & LFR	EB - Long Ferry Rd	A	0.9	-	A	2.5	-
	WB - Long Ferry Rd	A	0.1	-	A	0.1	-
	NB - Bld. A	E	37.3	-	F	1,288.8	-
	SB - Bld. B /C	C	16.3	-	E	37.9	-
Bld. A /D & LFR	Intersection	A	9.7	0.5	B	14.9	0.62
	EB - Long Ferry Rd	A	9	-	B	15.1	-
	WB - Long Ferry Rd	A	9.7	-	B	12.5	-
	NB - Bld. A	B	12.4	-	B	18.3	-
	SB - Bld. D	B	13.3	-	B	16.7	-
Bld. D & LFR	EB - Long Ferry Rd	A	0	-	A	0	-
	WB - Long Ferry Rd	A	0.2	-	A	0.1	-
	NB - Bld. D	B	14.5	-	C	19.3	-
Stoner Morgan & LFR	EB - Long Ferry Rd	A	0.1	-	A	0.3	-
	WB - Long Ferry Rd	A	0.1	-	A	0.1	-
	NB - Bld. E	B	13.8	-	C	17	-
	SB - Stoner Morgan	B	12.3	-	C	15.4	-
Buck Station & LFR	EB - Long Ferry Rd	A	0.4	-	A	0.1	-
	WB - Long Ferry Rd	A	0.1	-	A	0.1	-
	NB - Bld. F	B	12.3	-	B	14.4	-
	SB - Buck Station	B	13.2	-	B	11.7	-

Source: DRG TIA pgs. 33-54

Figure 6

DRG studied the following existing intersections with Long Ferry Road in addition to the proposed five (5) new driveway connections: I-85 Southbound Ramp, I-85 Northbound Ramp, Front Creek

/ Willow Creek Road, Stoner Morgan Road, and Buck Station Road. In Figure 6, each intersection was analyzed to determine the project's traffic impact at buildout measured by the average vehicle delay in seconds, for each turn movement along with assigning a letter grade referred to as Level of Service (LOS). Figures provided factor in benefits from the developer required road improvements discussed in the below section. The National Research Council Transportation Research Board's Highway Capacity Manual 6th ed. 2016 uses LOS grades as a qualitative measure of effectiveness for signalized and unsignalized intersections (see Figure 7).

Intersection LOS	Signalized Intersection Control Delay per Vehicle (sec / veh)	Unsignalized Intersection Control Delay per Vehicle (sec / veh)
A	< 10	< 10
B	>10 and <20	>10 and <15
C	>20 and <35	>15 and <25
D	>35 and <55	>25 and <35
E	>55 and <80	>35 and <50
F	>80	>50

Source: TIA reference. to NRC Highway Capacity Manual 6th ed.

Figure 7

Signalized intersections are also measured with a volume to capacity ratio for the AM / PM peak periods with 1.0 suggesting the intersection would function at full capacity. Staff Note: some of the values for building access roads in Figure 6 may be slightly skewed due to the changes in driveway locations from the initial TIA. Figures used in the TIA are based on anticipated type and size of development, which could warrant subsequent review by DOT staff should significant change in these assumptions occur.

Required Road Improvements – On February 3, 2022, DOT approved the TIA findings and required the following improvements along the corridor (see enclosed):

- Install three (3) traffic signals on Long Ferry Road at the intersections with the I-85 Southbound Ramp, Northbound Ramp, and Front Creek Road / Willow Creek Road;
- A fourth (4th) traffic signal may be required at the driveway for Buildings A & D at the discretion of DOT;
- Addition and extension of various right and left turn lanes along Long Ferry Road, Front Creek Road, and the I-85 ramps.

These improvements would be a condition of the driveway permit(s) enforced by DOT. According to surveying and engineering information, the developer indicated sufficient public right of way is currently available to accommodate the proposed road improvements. The Congestion Management section of DOT stated the TIA indicated the development will consume available capacity of Long Ferry Road and additional future development may exceed capacity resulting in

the need to widen Long Ferry Road. It is worth noting the existing Long Ferry Road bridge over I-85 is approximately 41 feet wide exclusive of shoulders and currently supports one travel lane each for west and eastbound traffic and portions of northbound and southbound turn lane tapers. Additional lanes needed beyond the above required by DOT would require a new bridge over I-85.

Long Ferry Road Corridor Study – The county recently selected a consultant to perform a corridor study for Long Ferry Road between North Salisbury Avenue (US 29) in Spencer and Leonard Road (SR 2168) just east of the development. The study is charged with evaluating existing vehicular and truck traffic with potential non-residential development along the corridor. Study goals include identifying and providing cost effective solutions to mitigate traffic impacts, provide a suggested road design(s) that fosters economic development, and develop land use policies to preserve the corridor’s integrity. Staff anticipates study completion in the Fall of this year.

CTP Map – The idea of loop type road around Salisbury appeared in the 1974 DOT Salisbury Thoroughfare Plan (and possibly earlier documents) with identification of new recommended road segments constructed on the northern and eastern sides of the city. The 1999 DOT Salisbury Thoroughfare Plan refined these locations into a functional loop road concept using Jake Alexander Blvd. and proposing a continuation of the road on new alignment from US 601 to Long Ferry Road to the north and Stokes Ferry Road to Long Ferry Road to the south and east. These locations appear identical to the current CTP map noted in Figure 8.

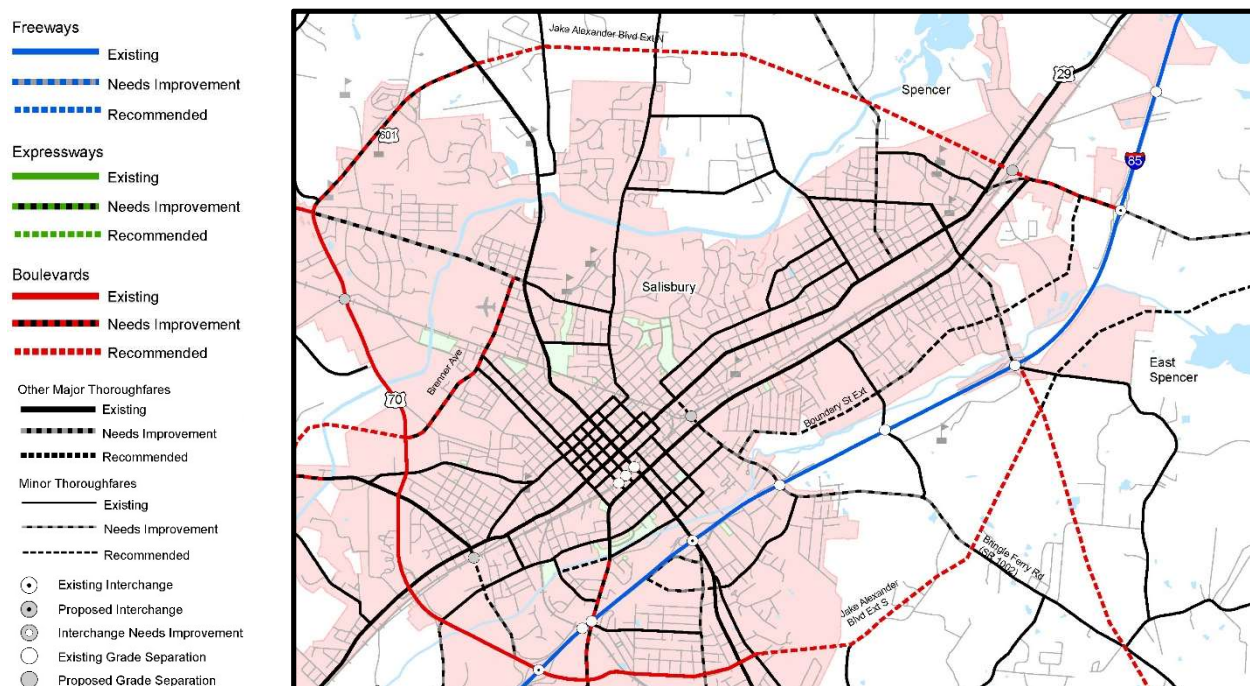


Figure 8

The potential future Jake Alexander Blvd. extension is currently depicted through many developed areas such as Jacobs Terrace Subdivision off W. Innes St.; Aldi distribution on Old Union Church Rd.; two (2) major stream crossings with Grants Creek and Crane Creek; and the subject property. Without a more specific alignment identified, it would be difficult and potentially problematic to accommodate a future right of way reservation through the project area.

POTENTIAL IMPACT ON SCHOOLS

N/A. Current RA zoning would permit one (1) dwelling unit per 10,000 sq.ft. lot with public water and sewer while the proposed conditional district would not permit any residential use.

POTENTIAL IMPACT ON UTILITIES

Public Water – This development would be served by an existing 12” public water line (potable) owned by the county extending along the south side of Long Ferry Road. A second 12” public water line (non-potable) for fire suppression would be extended from the water tower at 1375 Long Ferry Road and run concurrent with the proposed sewer line extension. According to Salisbury-Rowan Utilities (SRU) staff, sufficient capacity is available to serve the proposed development.

Public Sewer – The developer is proposing to construct a 4” public sewer force main and one (1) pump station to convey sewer to an existing 16” gravity line behind Chewy. SRU staff indicated sufficient capacity is available to serve the proposed development and other potential needs in the basin.

Stormwater – This property is not located within a Phase II stormwater area identified by the North Carolina Department of Environmental Quality (DEQ). However, the developer is proposing a series of stormwater ponds throughout the site to address runoff impacts.

ENVIRONMENTAL

On October 11, 2021, ESC Southeast, LLP. prepared a Phase I Environmental Assessment (ESA) for the developer, which included the rezoning area and portions of the Mobi Lodge and ALCOA property to the southwest near the sewer extension. In conclusion, the ESA did not identify existing environmental concerns with the property. Additionally, on October 25, 2021, ESC prepared a wetland delineation report to identify streams and wetland areas on the property. Study results suggest the area contains eighteen (18) potentially jurisdictional streams totaling 14,323 linear feet and twelve (12) potentially jurisdictional wetlands totaling 9.2 acres. Three-fourths of wetland acres are located outside the subject property boundary along with portions of the stream segments.

Site plan details indicate the land use plan recommended fifty (50) foot stream buffer along all potentially jurisdictional streams. With the exception of the sewer extension, the development proposes one (1) buffer encroachment at the northeast corner of Building A.

Floodplain – The rezoning area does not contain any areas within a regulated floodplain. Preliminary plans suggest the sewer extension will avoid floodplain areas.

DECISION MAKING

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

PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest.

**APRIL 25TH, 2022
PLANNING BOARD
MEETING**

Other than the applicant and property owners, no one spoke at the courtesy hearing. The Planning Board voted unanimously (6-0) to recommend approval subject to the six (6) conditions noted in the staff comments section based on the below statement:

Planning Board Statement of Reasonableness / Consistency

“Z 04-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following: It encourages industrial usage along the I-85 corridor and with the Comprehensive Transportation plan of 1974 and 1999; and reasonable to present this request as a Conditional District as it limits the potential use of the property and with the conditions mutually agreed upon with the applicant.”

**** Staff Comment** – If approved, staff suggest consideration of the following statement:

“Z 04-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following:

- Industrial land uses are encouraged within the I-85 corridor;
- Project complies with the plan’s encouraged use and extension of water / sewer utilities;
- Perimeter buffering and screening proposed;
- Fifty foot stream buffers provided;
- 384 acre rezoning area borders a 172 acre area consisting of 85-ED-1 & 85-ED-2 districts to the west and a 585 acre IND zoned area to the north;
- Request complies with the CBI district’s purpose and intent by utilizing public investment infrastructure to provide tax base and employment opportunities for the local and regional economies;

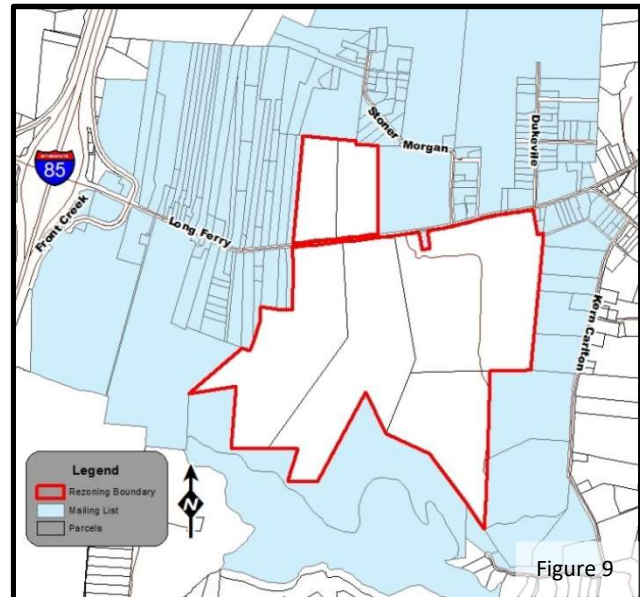
- This property is identified by the Rowan County Economic Development Council as one of the best industrial sites in the county; and
- The Conditional District ensures development will be limited to the approved plan.”

PUBLIC NOTICE

May 4th – Letters mailed to 138 area property owners (see Figure 9).

May 4th – Three (3) signs posted on property.

May 5th and 12th – Two (2) notices published in the *Salisbury Post*.



STAFF COMMENTS

For many years, the Carlton property has been recognized by the Rowan County Economic Development Council for its non-residential potential and assemblage of nearly 400 acres of contiguous property. When public sewer was extended under I-85 to Chewy, public water along Long Ferry Road, and the completion of eight (8) lanes for I-85 around 2020, the site evolved into one of the top industrial sites in the county and important for Northern Rowan. As evidenced from the road impact section, this project is anticipated to consume available capacity for Long Ferry Road based on the assumptions used in the TIA. Developer required road improvements were identified to mitigate traffic impacts on the area as a condition of their driveway permit. DOT approval specified change in development plans related to land use, size, phasing, or other factors that impact the integrity of the TIA, may require an updated TIA and additional road improvements.

It is worth noting there are a limited number of large “speculative” non-residential zoned areas that are undeveloped (e.g. Statesville Blvd. and a scatter of 85-ED zones along I-85).

	Non-Residential Zoning ¹	Residential Zoning ²	Municipal Zoning ³	High Rock Lake ⁴	Total
Square Miles	19.79	391.32	100.70	12.08	523.89
% of County	4%	75%	19%	2%	100%

Figure 10

- 1- RS, RR, RA, MHP, and MFR along with overlay areas
- 2- 85-ED-1 through 4, IND, CBI, NB, and INST along with overlay areas
- 3- Town and ETJ limits
- 4- Acreage within High Rock Lake portion of Rowan County Boundary

Figure 10 indicates only 4% of the county is zoned for non-residential use, which is somewhat to be expected but is also a reminder when considering rezoning requests.

One major benefit with the limited acreage is the opportunity provided by a conditional district request. Plans submitted addressed many staff comments but may incorporate others from the public, Planning Board, or Board of Commissioners in the form of a condition of mutual agreement between the applicant and county. Staff would offer the following additional conditions for consideration (if approved):

1. Reserve twenty (20) feet along the south and north side of Long Ferry Road for future transportation needs;
2. Provide plan for berm and / or landscaping along Long Ferry Road frontage and within front and side parking lot islands;
3. Identify width for all references to retained vegetation. Indicate proposed landscaping details in the form of length / width, spacing, and general type along project perimeter;
4. Update typical road section for cross access easement to include stone base and pavement depth to meet DOT construction standards for industrial use;
5. Eliminate SIC subgroups within the applicant's development overview document identified as either special uses or not allowed. Eliminate SIC 5159, Farm Product Raw Materials; and
6. Outdoor storage must be located behind a building or otherwise screened with an opaque fence or evergreen vegetation from adjoining properties and Long Ferry Road.

ENCLOSURES

1. Staff report
2. Rezoning applications
3. Long Ferry Road Speculative Industrial Development Overview
4. DOT TIA review letter
5. Site Plan
6. GIS Map

**Long Ferry Road Speculative Industrial Development
Development Overview
April 4, 2022**

Project Description

The project anticipates the development of six (6) speculative industrial buildings on approximately 380 acres. Five (5) of the buildings will be on the south side of Long Ferry Road and the remaining building will be constructed on the north side of Long Ferry Road. The buildings will be initially constructed as shell buildings. Once tenants for each building are identified, the buildings will be upfit based upon their needs.

The project will be developed in three (3) Phases. The first phase will see the construction of a +/- 1,100,000 square foot building on the south of Long Ferry Road as well as a +/- 550,000 square foot building on the north side of Long Ferry Road. The second phase is anticipated to see the construction of two (2) buildings on the south side of Long Ferry Road; +/- 270,000 square feet and +/- 400,000 square feet. The third phase is anticipated to see the construction of two (2) buildings on the south side of Long Ferry Road; +/- 170,000 square feet and +/- 170,000 square feet.

Anticipated completion of each phase:

- Phase I 2023
- Phase II 2024
- Phase III 2025

Buildings (see rendering)

The buildings will be designed as tilt wall concrete panels. Details will be added to the buildings to break up long exterior walls through color, articulation, or both. The development will have a consistent standard and provide for an upscale industrial development. Building entrances will be clearly defined at the front of each building.

Employee parking and truck courts will be separated to provide for the safety of the employees.

Landscaping

Adjacent residential uses will be screened and buffered in a manner that is higher the requirements of the Rowan County Zoning Ordinance. Screening and buffering will be achieved through maintaining existing vegetation, new plantings, or a combination of both.

Each site will also include planting though out the site to include but limited to entrances, roadways, employee parking lots and truck courts. Landscaping will be achieved at higher level than the existing Rowan County Zoning Ordinance.

Traffic and Access

The project has completed a Traffic Impact Analysis in conjunction with NCDOT. Road improvements will be constructed along Long Ferry Road in accordance with the requirements of the approved review from NCDOT. Access into the development will be consistent with the approval of NCDOT.

Site Lighting and Signage

The project lighting will be a maximum of 35' high poles and designed to achieve between 0 and 0.5 footcandles at the property line.

The project will have monument signs along Long Ferry Road and building signage that designates the user of the building. Way finding signs or informational signage will also be incorporated into the project.

Anticipated Days and Hours of Operation

Since the project is speculative and end users can not be determined at this time. As such, hours of operations and days of operations can not be determined until end users for each are identified.

Table of Uses Consistent with the base CBI Zoning District

P – Permitted

SR – Special Requirement

SIC	Use	Classification
20	Food and kindred products	P
23	Apparel & Other finished products made from fabrics & similar material	P
27	Printing, publishing, allied industries	P
284	Soap, detergents, and cleaning preparations; perfumes, cosmetics, and other toilet preparations	P
34	Fabricated Metal products, except machinery and transportation equipment	P
35	Industrial and commercial machinery and computer equipment	P
36	Electronic and other electrical equipment and components, except computer equipment	P
37	Transportation equipment	P
39	Miscellaneous manufacturing industries	P
42	Motor Freight transportation and warehousing	P
421	Trucking	P
47	Transportation Services	P
50	Wholesale trade, durable goods	P
5032	Brick, stone & related construction materials	P
5083	Farm & garden machinery & equipment	P
51	Wholesale trade, nondurable goods	P
5159	Farm product raw materials	P
5191	Farm supplies	P



1,000,000 sf



542,000 sf



Z 04-22: Red Rock Developments LLC.

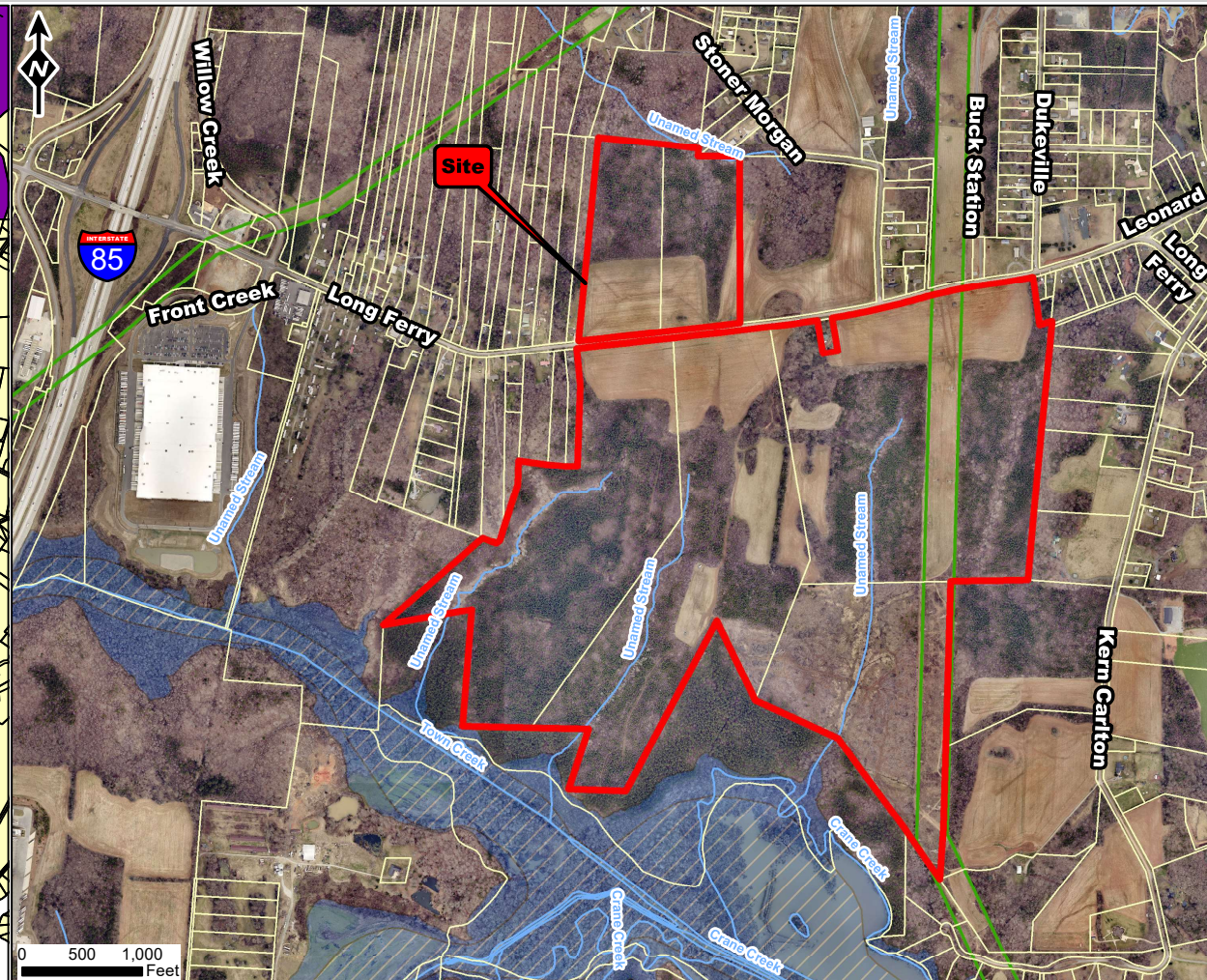
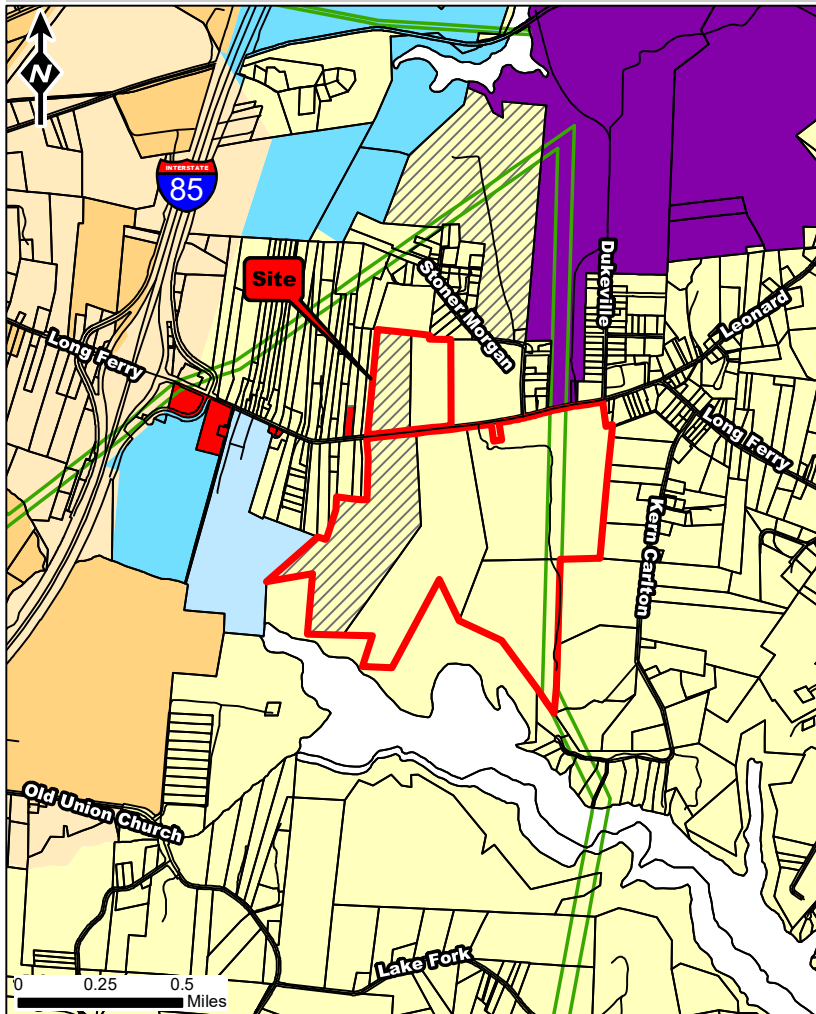
LEGEND

ZONING	RA	CBI	85-ED-1
	RA-AO	IND	85-ED-2

Site	City Limits
Parcels	ETJ
Roads	Feb. / Mar. 21 Aerial
Duke Energy Transmission Lines	

Streams
AE Floodplain
AE with Floodway

Prepared by Rowan County Planning & Development Department April 12, 2022





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 3, 2022

Rowan County

Subject: Long Ferry Road Site- Red Rocks Development

Red Rock Investment Partners, LLC
328 Prestwick Dr
Hoschton, GA 30548

Mr. Jay Matey,

The Department has completed a review of the Traffic Impact Analysis (TIA) for the proposed Long Ferry Road Site located in Rowan County. Based on the TIA findings and in accordance with the guidelines set forth by the NCDOT Policy on Street and Driveway Access Manual, the following improvements shall be required to mitigate the traffic impacts of the proposed development on NCDOT facilities:

Phase I:

Long Ferry Road and Access A

- Construct a Long Ferry Rd eastbound left turn lane with 150' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 125' of storage and internal protected stem.

Long Ferry Road and Access B

- Construct a Long Ferry Rd eastbound left turn lane with 200' of storage and the appropriate taper.
- Construct a Long Ferry Rd eastbound right turn lane with 150' of storage and the appropriate taper.
- Construct a Long Ferry Rd westbound left turn lane with 100' of storage and the appropriate taper.

- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 125' of storage and internal protected stem.
- Construct a site access on the south side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.
- Monitor for signalization at full build out.

Long Ferry Road and Access C

- Construct a Long Ferry Rd eastbound right turn lane with 200' of storage and the appropriate taper.
- Construct a site access on the south side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

Long Ferry Road and Front Creek Road

- Install a traffic signal.
- Construct a Long Ferry Rd westbound left turn lane with 100' of storage and the appropriate taper.
- Construct a Long Ferry Rd eastbound left turn lane with 100' of storage and the appropriate taper.
- Extend the eastbound right turn lane on Long Ferry Rd from I-85 NB ramps to Front Creek Rd intersection.
- Construct a Front Creek Rd northbound dedicated left turn, along with a combination left-thru-right lane with 350' of storage and the appropriate taper.

Long Ferry Road and I-85 NB Ramps

- Install a traffic signal.
- Extend the westbound right turn lane on Long Ferry Rd from I-85 NB ramps to Front Creek Rd intersection.
- Construct an I-85 NB ramp northbound right turn lane with 500' of storage and appropriate taper.
- Restripe the Long Ferry Rd eastbound left turn lane to provide 175' of storage and the appropriate taper.

Long Ferry Road and I-85 SB Ramps

- Install a traffic signal.
- Extend the westbound left turn lane on Long Ferry Rd to provide 350' of storage and appropriate taper.
- Construct an additional Long Ferry Rd westbound left turn lane with 100' of storage and appropriate taper.
- Extend the I-85 SB ramp southbound left turn lane to provide 475' of storage and appropriate taper.
- Construct an additional lane on the I-85 SB on-ramp to receive the dual left turning movements.

Phase II:

Long Ferry Road and Access A

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a Long Ferry Rd westbound left turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the south side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and 200' of internal protected stem.

Phase III:

Long Ferry Road and Access D

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

Long Ferry Road and Access E

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.

- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

Long Ferry Road and Access F

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

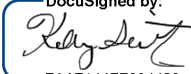
Long Ferry Road and Access G

- Construct a Long Ferry Rd eastbound right turn lane with 100' of storage and the appropriate taper.
- Construct a site access on the north side of Long Ferry Rd with one ingress and two egress lanes. Provide 100' of storage and internal protected stem.

The above referenced improvements shall be designed and submitted as part of the NCDOT Driveway Permit Application package. This TIA and the recommended improvements have been analyzed based on the land-use, size, and phases of the proposed facility. If any of these factors change as the development progresses, the Department reserves the right to require an updated traffic study and/or additional roadway improvements to mitigate the site's traffic. Please reach out to the NCDOT District Office to discuss potential changes to this development proposal and what impacts it may have on improvements listed above.

If you have any questions or concerns regarding these requirements, please contact our office at 704-630-3200.

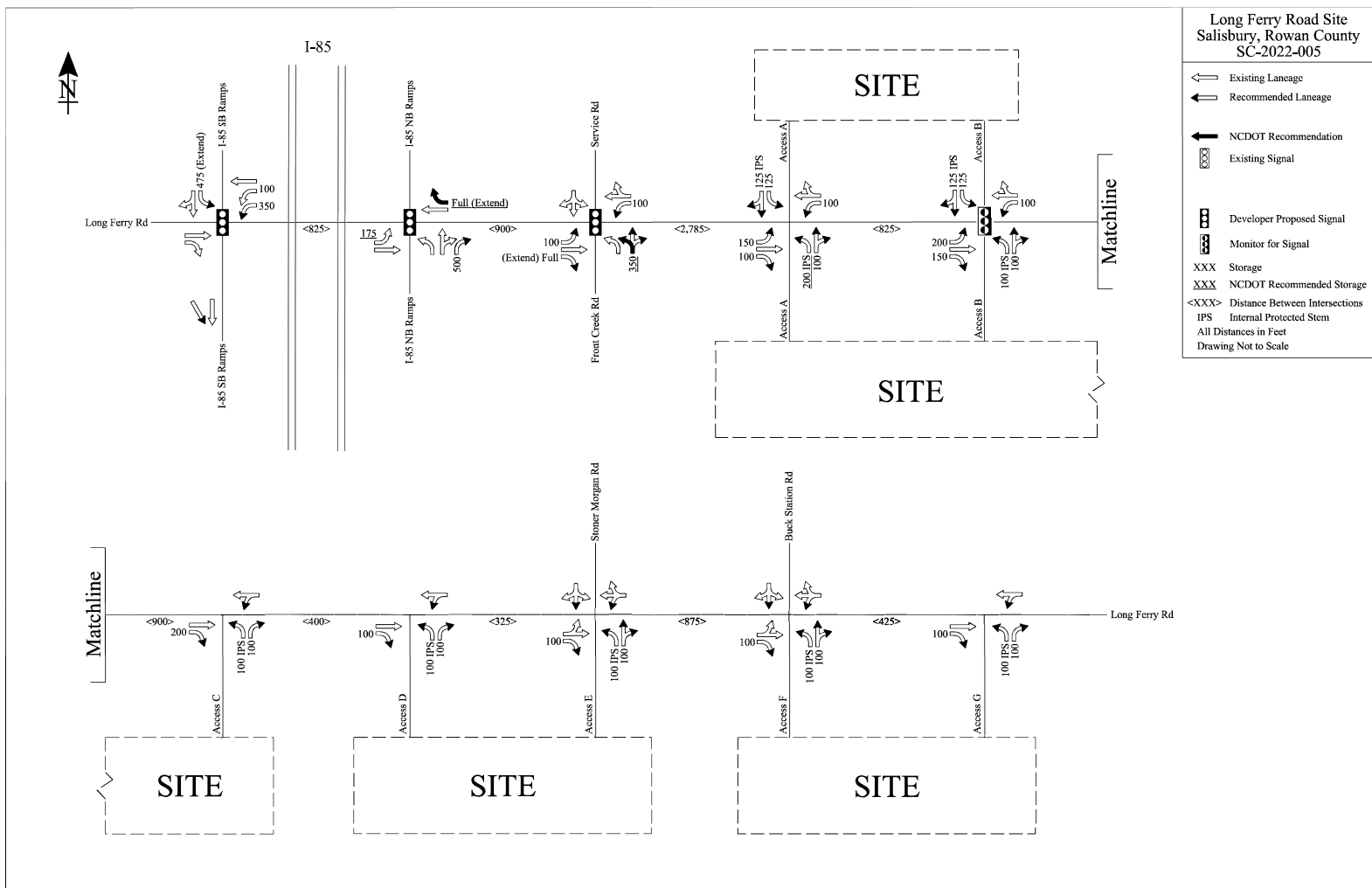
Sincerely yours,

DocuSigned by:

 7AA7144FE694423...
 Kelly Seitz, PE
 District Engineer

PKS: etg

Attachments(s)

cc: Mr. Ed Muire, Rowan County Planning & Zoning
 Mr. Shane Stewart, Rowan County Planning & Zoning
 Mr. Greg Edds, Rowan County Commissioners Chairman
 Mr. S.P. Ivey, PE, Division Engineer
 Mr. J.P. Couch, PE, Division Traffic Engineer
 Mr. Randy Goddard, PE, Design Resource Group
 Mr. Brian Crutchfield, PE, Timmons Group
 Mr. Todd Ward, Red Rock Investment Partners





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

Case # Z 04-22
Date Filed 4/7/22
Received By BB
Amount Paid \$ 300
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Anne Finley Carlton Et al
Signature: Anne Finley Carlton
Phone: 704-562-9587 Email: anne.carlton3@gmail.com
Address: 109 W Council St., Salisbury, NC 28144

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

Name: Red Rock Developments, LLC (Todd Ward)
Signature: _____
Phone: 864-423-1747 Email: tward@redrockdevelopments.com
Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

PROPERTY DETAILS:

Tax Parcel(s): 603113, 603112 Size (sq. ft. or acres): 105.31
Property Location: Long Ferry Road
Current Land Use: Agricultural
Date Acquired: 1990 Deed Reference: Book 679 Page 954

REQUEST DETAILS:

Existing Zoning District RA-AO & RA Requested Zoning District CBI Conditional

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

See attached.

Additional information enclosed restricting the conditional use district? Yes ☒ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐

AFFIDAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Anne Finley Carlton, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Anne Finley Carlton

Date: 3/24/22

Name of Applicant / Agent: Red Rock Developments (Todd Ward)

Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

Phone Number: 864-423-1747

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

STATE OF NC COUNTY OF Mecklenburg

I, KHAMLA SPHABMIXAY, a Notary Public for said County and State, do hereby certify that Anne Finley Carlton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 07/27, 20 25.

SEAL

Khamla Sphabmixay
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires July 27, 2025

Khamla Sphabmixay

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board

Courtesy Hearing: 4/25/22 3. Notifications Mailed: 4/12/22 4. Property Posted:

4/12/22 5. Planning Board Action: Approved 6 Denied 0 6. Board of Commissioners

Public Hearing: 5/16/22 7. Notifications Mailed: 5/4/22 8. Property Posted:

5/4/22 9. Dates Advertised: 1st 5/5/22 2nd 5/12/22 10. BOC Action: Approved

Denied _____ 11. Date Applicant Notified: / /



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

Case # Z 04-22
Date Filed 4/7/22
Received By BB
Amount Paid \$ 300
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Kern Carlton Farms LLC

Signature: Thomas L. Carlton Jr. Manager

Phone: 704-791-0466 Email: toppyil@aol.com

Address: 10 Lawton Ln., Salisbury, NC 28144

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

Name: Red Rock Developments, LLC (Todd Ward)

Signature: _____

Phone: 864-423-1747 Email: tward@redrockdevelopments.com

Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

PROPERTY DETAILS:

Tax Parcel(s): 603114, 603116 Size (sq.ft. or acres): 142.89

Property Location: Long Ferry Road

Current Land Use: Agricultural

Date Acquired: 1998 Deed Reference: Book 840 Page 877

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CBI Conditional

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

See attached.

Additional information enclosed restricting the conditional use district? Yes ☒ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐

AFFIDAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Kern Carlton Farms, LLC, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Thomas K. Carlton, Jr.

Date: 3/25/2022

Name of Applicant / Agent: Red Rock Developments (Todd Ward)

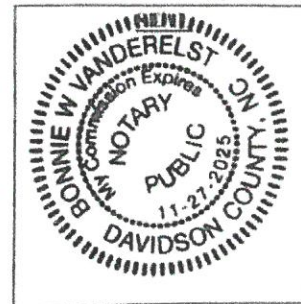
Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

Phone Number: 864-423-1747

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

STATE OF NC COUNTY OF Rowan

I, Bonnie W. Vanderelst, Notary Public for said County and State, do hereby certify that Thomas K. Carlton Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
My commission expires 11-27, 20 25.



OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board
Courtesy Hearing: 4/25/22 3. Notifications Mailed: 4/12/22 4. Property Posted:
4/12/22 5. Planning Board Action: Approved 6 Denied 0 6. Board of Commissioners
Public Hearing: 5/16/22 7. Notifications Mailed: 5/4/22 8. Property Posted:
5/4/22 9. Dates Advertised: 1st 5/5/22 2nd 5/12/22 10. BOC Action: Approved
Denied _____ 11. Date Applicant Notified: _____



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

Case # Z 04-22
Date Filed 4/7/22
Received By BB
Amount Paid \$ 300
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Nancy M Carlton Et al.

Signature: Nancy M. Carlton

Phone: 703-822-1186

Email: nancycarlton3@gmail.com

Address: 429 Bethel Dr., Salisbury, NC 28144

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

Name: Red Rock Developments, LLC (Todd Ward)

Signature:

Phone: 864-423-1747

Email: tward@redrockdevelopments.com

Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

PROPERTY DETAILS:

Tax Parcel(s): 603118, 603045

Size (sq.ft. or acres): 134.78

Property Location: Long Ferry Road

Current Land Use: Agricultural

Date Acquired: 2020

Deed Reference: Book 1350

Page 620

REQUEST DETAILS:

Existing Zoning District RA

Requested Zoning District CBI Conditional

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

See attached.

Additional information enclosed restricting the conditional use district? Yes ☒ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☒ No ☐

AFFIDAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Nancy M. Carlton, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Nancy M. Carlton

Date: 3/26/2022

Name of Applicant / Agent: Red Rock Developments (Todd Ward)

Address: 1201 Main Street, Suite 2360, Columbia, SC 29201

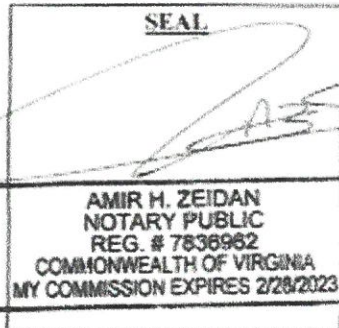
Phone Number: 864-423-1747

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

STATE OF Virginia COUNTY OF Alexandria City

I, Amir Zeidan, a Notary Public for said County and State, do hereby certify that Nancy M. Carlton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires 02/28, 2023.



OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board
Courtesy Hearing: 4/25/22 3. Notifications Mailed: 4/12/22 4. Property Posted:
4/12/22 5. Planning Board Action: Approved 6 Denied 0 6. Board of Commissioners
Public Hearing: 5/16/22 7. Notifications Mailed: 5/4/22 8. Property Posted:
5/4/22 9. Dates Advertised: 1st 5/5/22 2nd 5/12/22 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: Zack Shepherd, Community Relations Regional Director
DATE: May 9, 2022
SUBJECT: Update From Vaya Health

ATTACHMENTS:

Description

Power Point Presentation

Upload Date

5/9/2022

Type

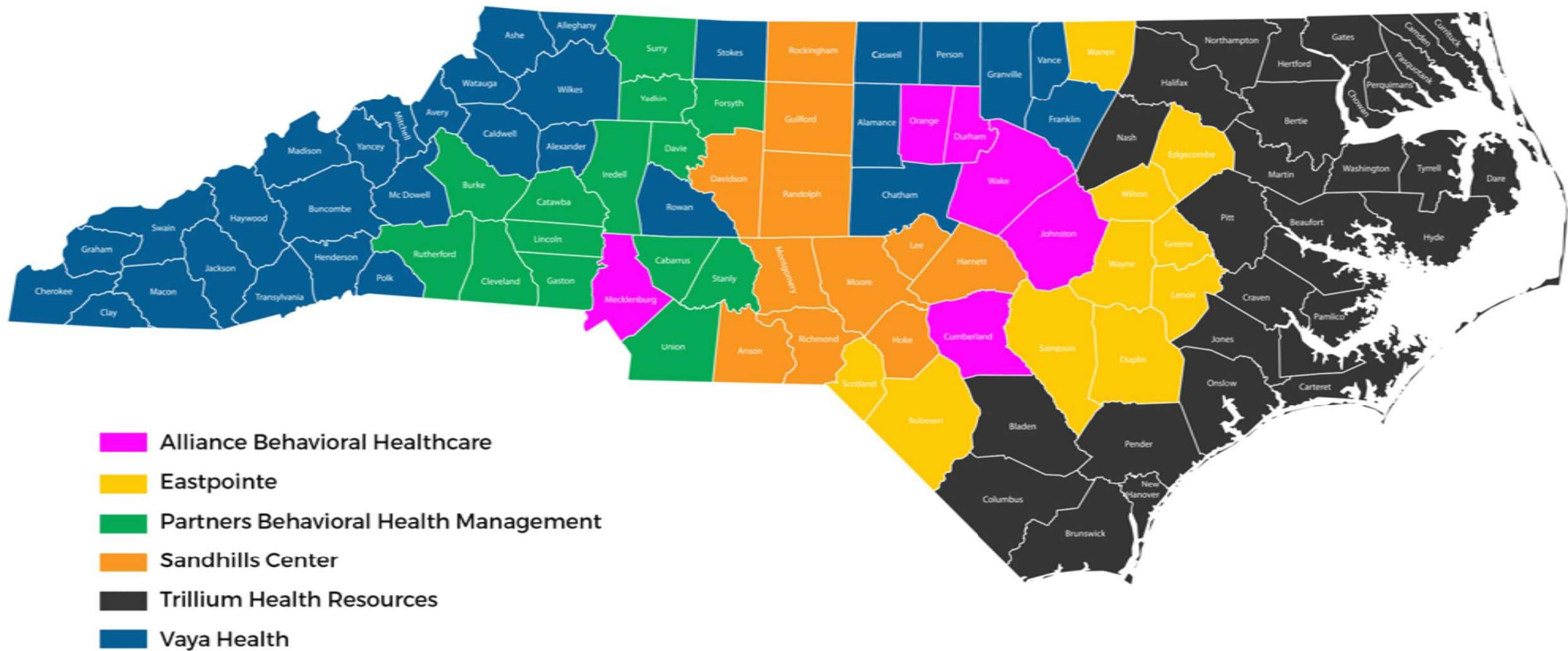
Cover Memo

Rowan County Board of Commissioners

May 16th, 2022

Zack Shepherd, Community Relations Regional Director

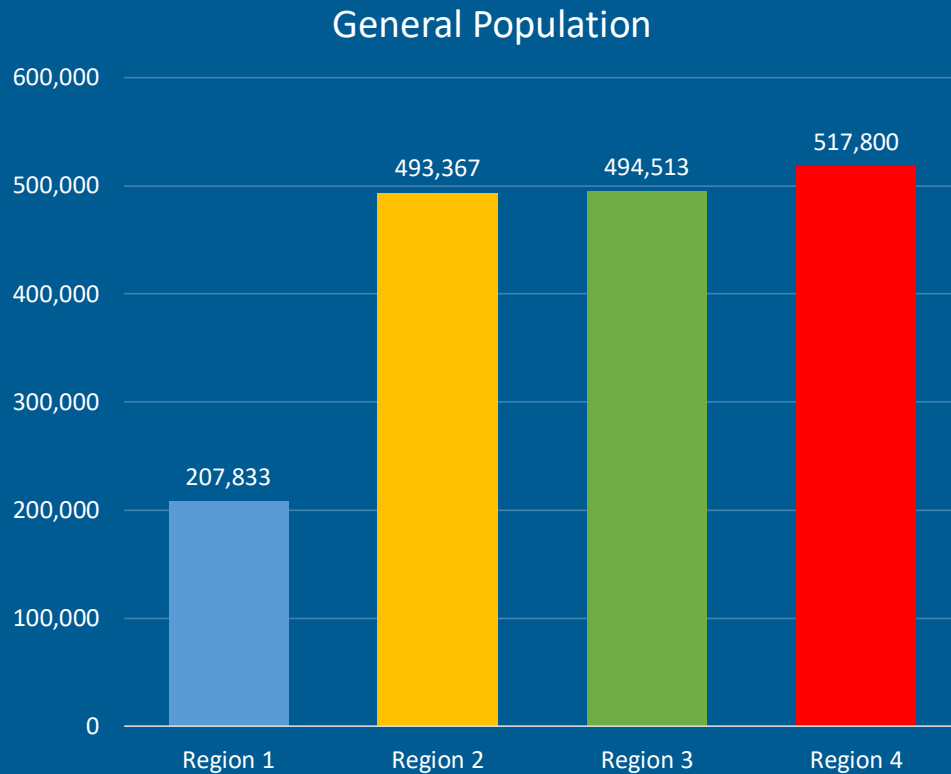
LME/MCO County Alignments



The map displays the 100 counties of North Carolina, categorized into four distinct regions based on color. Region 1 (blue) includes the westernmost counties. Region 2 (yellow) is located in the north-central part. Region 3 (green) is in the central part. Region 4 (red) is in the northeast. The remaining counties are shown in grey.

Region	Counties
Region 1 (Blue)	Cherokee, Clay, Graham, Jackson, Macon, Swain, Haywood
Region 2 (Yellow)	Transylvania, Henderson, Buncombe, Madison, Yancey, Watauga
Region 3 (Green)	Ashe, Alleghany, Wilkes, Caldwell, Alexander, Avery, Mc Dowell, Rowan
Region 4 (Red)	Stokes, Caswell, Person, Granville, Vance, Franklin, Alamance, Orange, Durham, Chatham

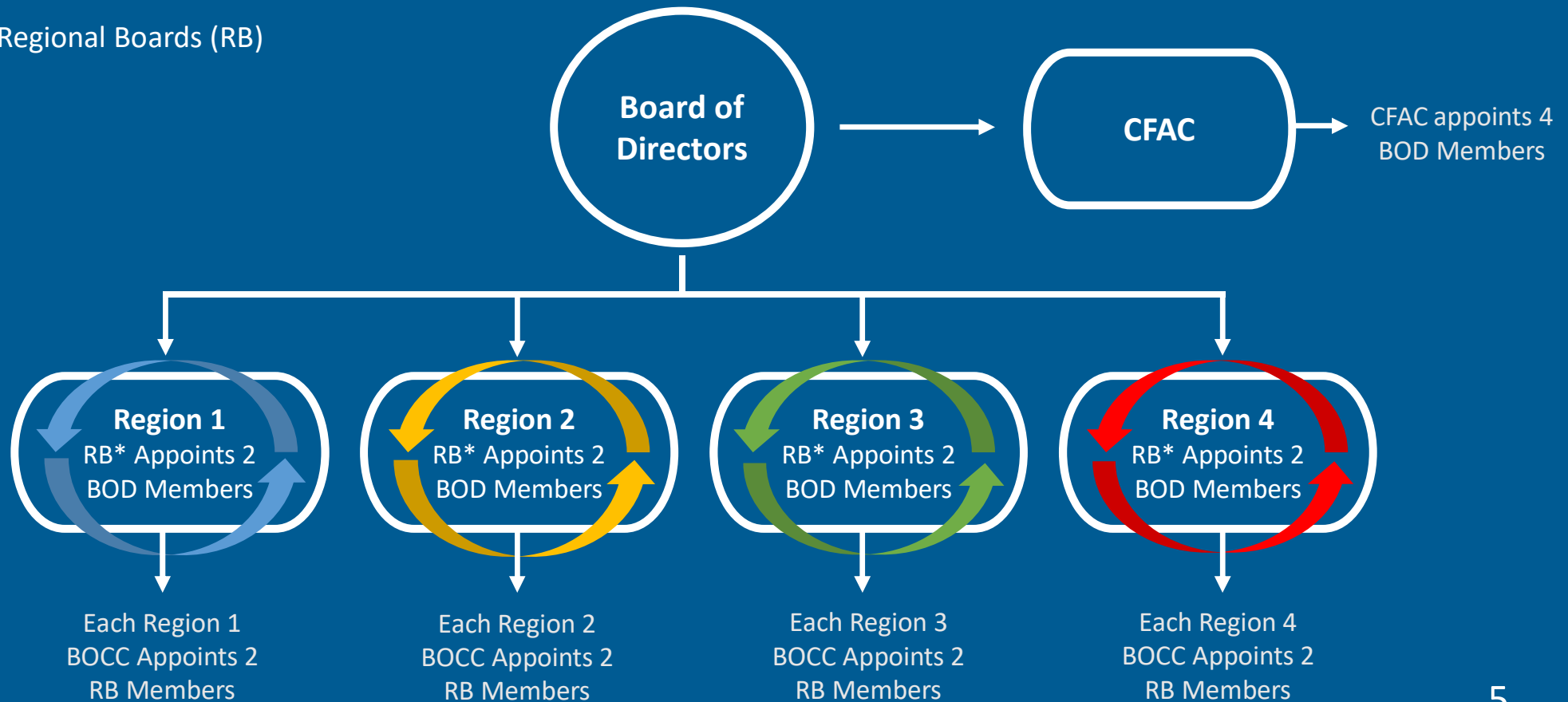
Regional Boards



Region 1	Region 2
<ol style="list-style-type: none"> Cherokee Clay Graham Haywood Jackson Macon Swain 	<ol style="list-style-type: none"> Buncombe Henderson Madison Mitchell Polk Transylvania Yancey
Region 3	Region 4
<ol style="list-style-type: none"> Alexander Alleghany Ashe Avery Caldwell McDowell Watauga Wilkes Rowan 	<ol style="list-style-type: none"> Stokes Alamance Caswell Chatham Person Franklin Granville Vance

Alternative Board Structure

*Regional Boards (RB)



Composition for Consolidated Board of Directors

- 2 representatives appointed by each Regional Board
- 4 representatives appointed by Consumer & Family Advisory Committee- One per region
- 1 representative appointed by the DHHS Secretary
- Up to 8 At-Large members appointed by current Vaya Board in consultation with Cardinal Board, CCABs, counties
- The Provider Advisory Council President serves as non-voting member
- Up to 3 non-voting advisory members

Regional Board: Region 3 Membership

	County	Position	Name
1	Alexander	County Manager	Rick French
2	Alexander	Commissioner	Ronnie Reese
3	Alleghany	Commissioner	Mechelle Luffman
4	Alleghany	DSS Director	Lisa Osborne
5	Ashe	Commissioner	Todd McNeill
6	Ashe	County Manager	Adam Stumb
7	Avery	County Manager	Phillip Barrier
8	Avery	Commissioner	Tim Phillips
9	Caldwell	Commissioner	Mike Labrose
10	Caldwell	DSS Director	Will Wakefield
11	McDowell	Commissioner	Chris Allison
12	McDowell	County Manager	Ashley Wooten
13	Rowan	Commissioner	Mike Caskey
14	Rowan	Commissioner	Judy Klusman, Vice Chair
15	Watauga	Commissioner	Billy Kennedy, Chair
16	Watauga	Commissioner	Charlie Wallin
17	Wilkes	DSS Director	John Blevins
18	Wilkes	Commissioner	Brian Minton

Board of Directors Membership

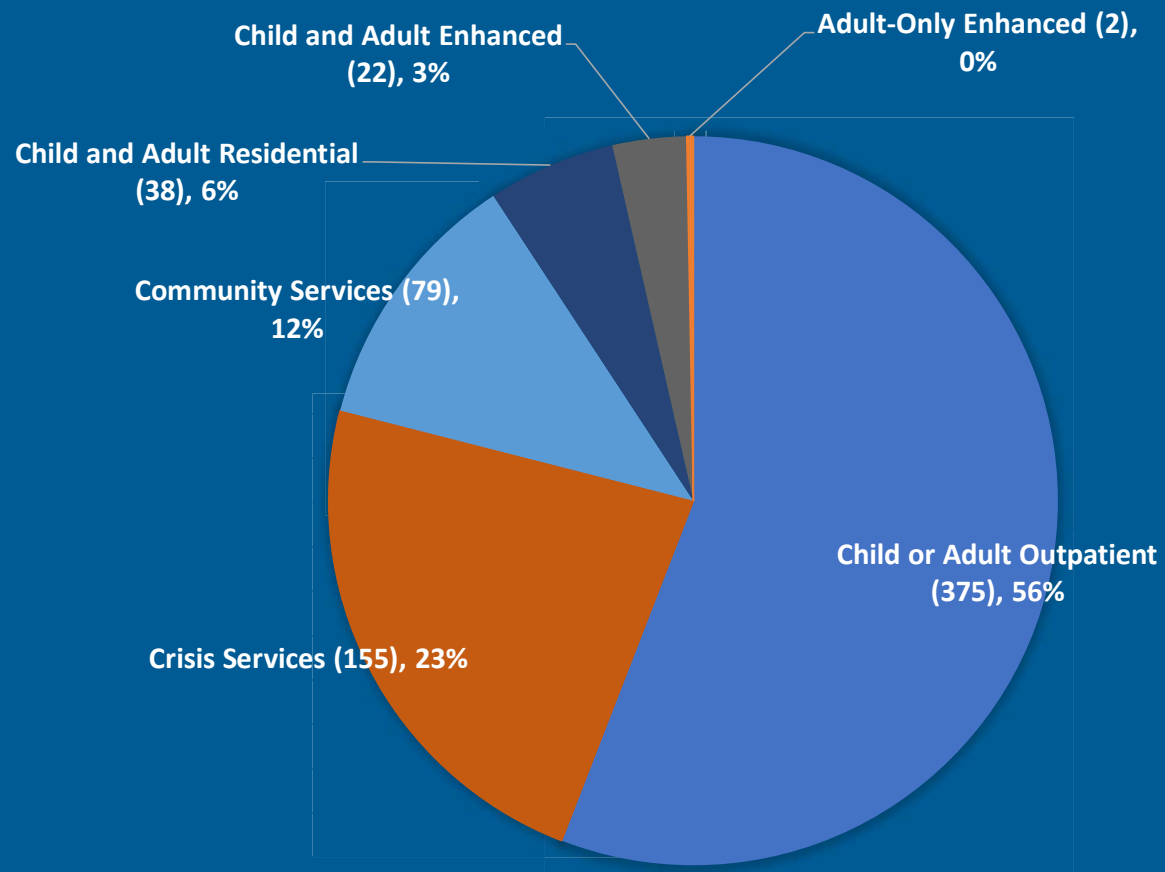
	Seat	Region	County	Position	Name
1	RB1 – Chair	1	Macon	Commissioner	Ronnie Beale
2	RB1 – Vice Chair	1	Haywood	HHS Director	Ira Dove
3	RB2 – Chair	2	Henderson	Commissioner	Bill Lapsley
4	RB2 – Vice Chair	2	Mitchell	Commissioner	Brandon Pittman
5	RB3 – Chair	3	Watauga	Commissioner	Billy Kennedy
6	RB3 – Vice Chair	3	Rowan	Commissioner	Judy Klusman
7	RB4 – Chair	4	Vance	Commissioner	Dan Brummitt
8	RB4 – Vice Chair	4	Franklin	Commissioner	Cedric Jones
9	CFAC Region 1	1	N/A	N/A	Mary Ann Widenhouse
10	CFAC Region 2	2	N/A	N/A	Nancy Baker
11	CFAC Region 3	3	N/A	N/A	Pat McGinnis
12	CFAC Region 4	4	N/A	N/A	Benita Purcell
13	At-Large 1	3	Alexander	County Manager	Rick French
14	At-Large 2		N/A	Insurance Expertise	Mike Norris
15	At-Large 3		N/A	Health Care Expertise	Tim Fitzsimons
16	At-Large 4	4	Alamance	Commissioner	John Paisley
17	At-Large 5	2	Buncombe	Assistant County Manager	Dakisha “DK” Wesley
18	At-Large 6	3	McDowell	County Manager	Ashley Wooten
19	PAC President		N/A	PAC President	Carson Ojamaa
20	DHHS Secretary Appointment	2	Transylvania	N/A	Page Lemel *DHHS Approval Pending*
21	Specialized Expertise		N/A	DSS Director	Patrick Betancourt

Data Review

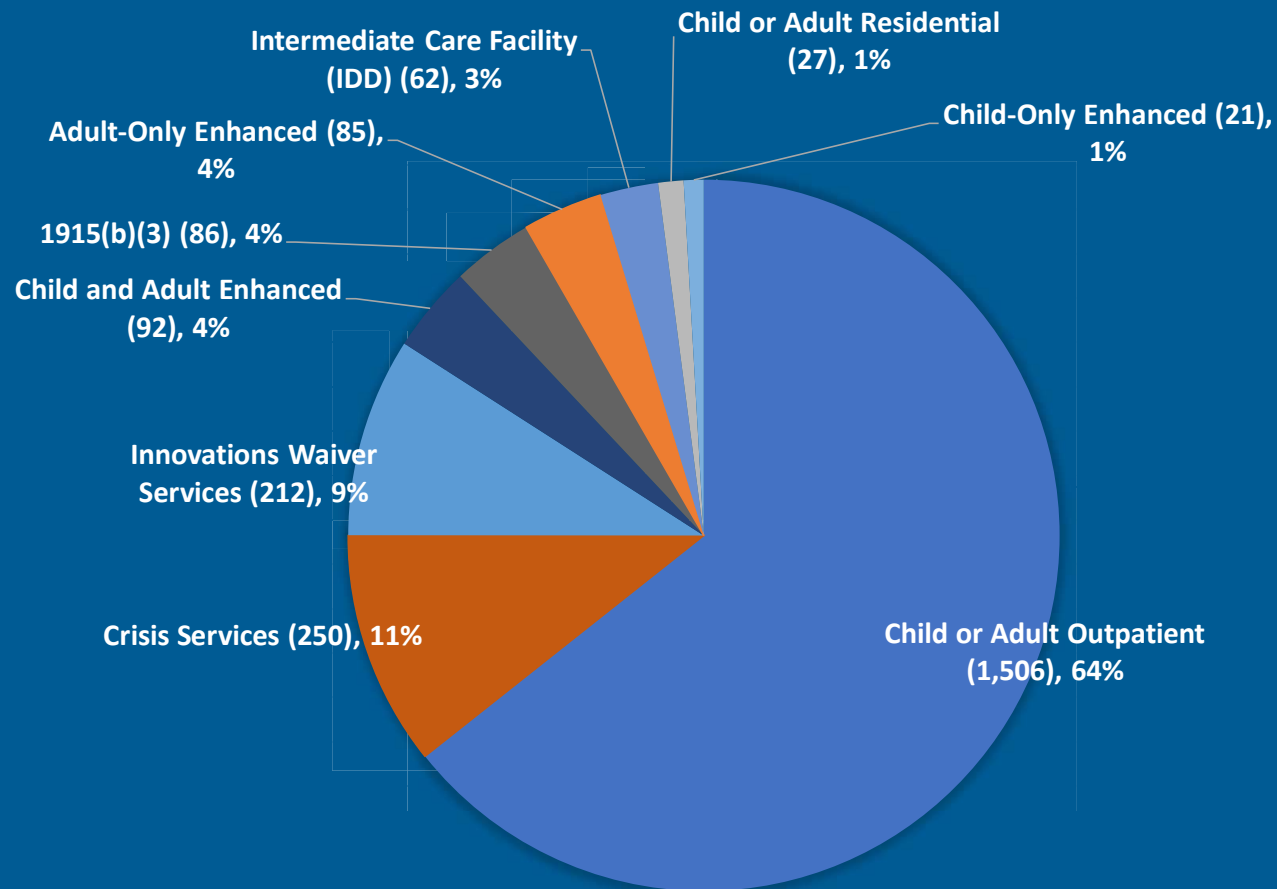
Highlights

- Over half of members served in Rowan County between October and December 2021 with Medicaid services received child or adult outpatient services (64%).
- Like those with Medicaid funding, over half of members served in Rowan County between October and December 2021 with non-Medicaid services received child or adult outpatient services (56%).
- As of March 2022, there were 249 members with Rowan County funding that received Care Management through Vaya.

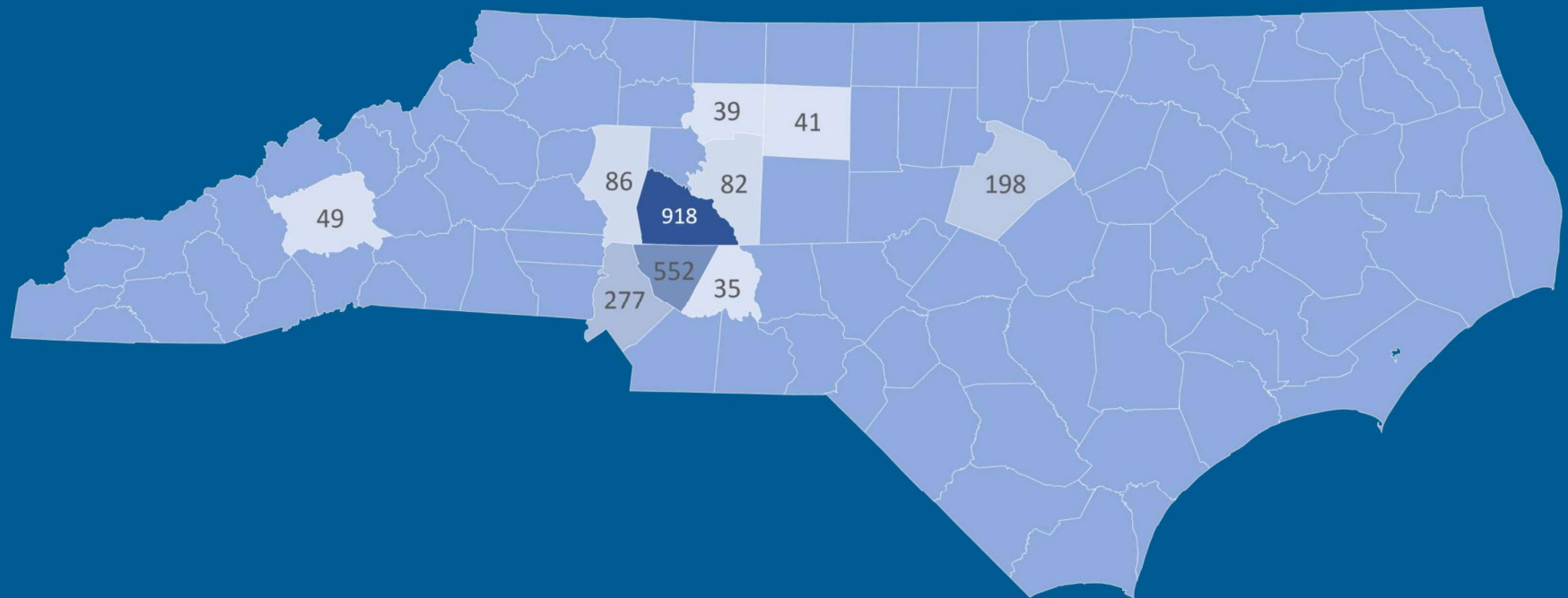
Non-Medicaid Service Usage Oct – Dec 2021



Medicaid Service Usage Oct – Dec 2021

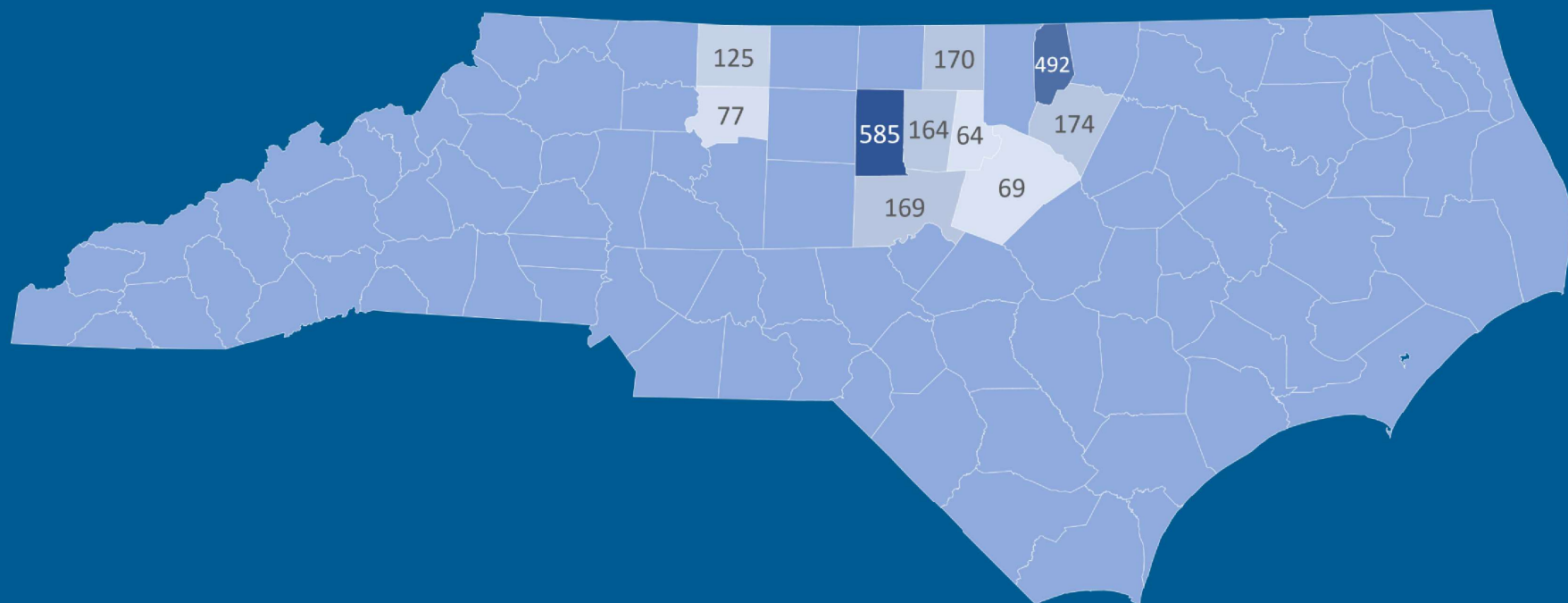


Top Locations Where Medicaid Members Receive Services Oct – Dec 2021



Powered by Bing
© GeoNames, TomTom

Top Locations Where Non-Medicaid Members Receive Services Oct – Dec 2021



Powered by Bing
© GeoNames, TomTom



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: May 9, 2022
SUBJECT: Financial Reports

Please see financial graphs.

ATTACHMENTS:

Description

Financial Graphs

Upload Date

5/9/2022

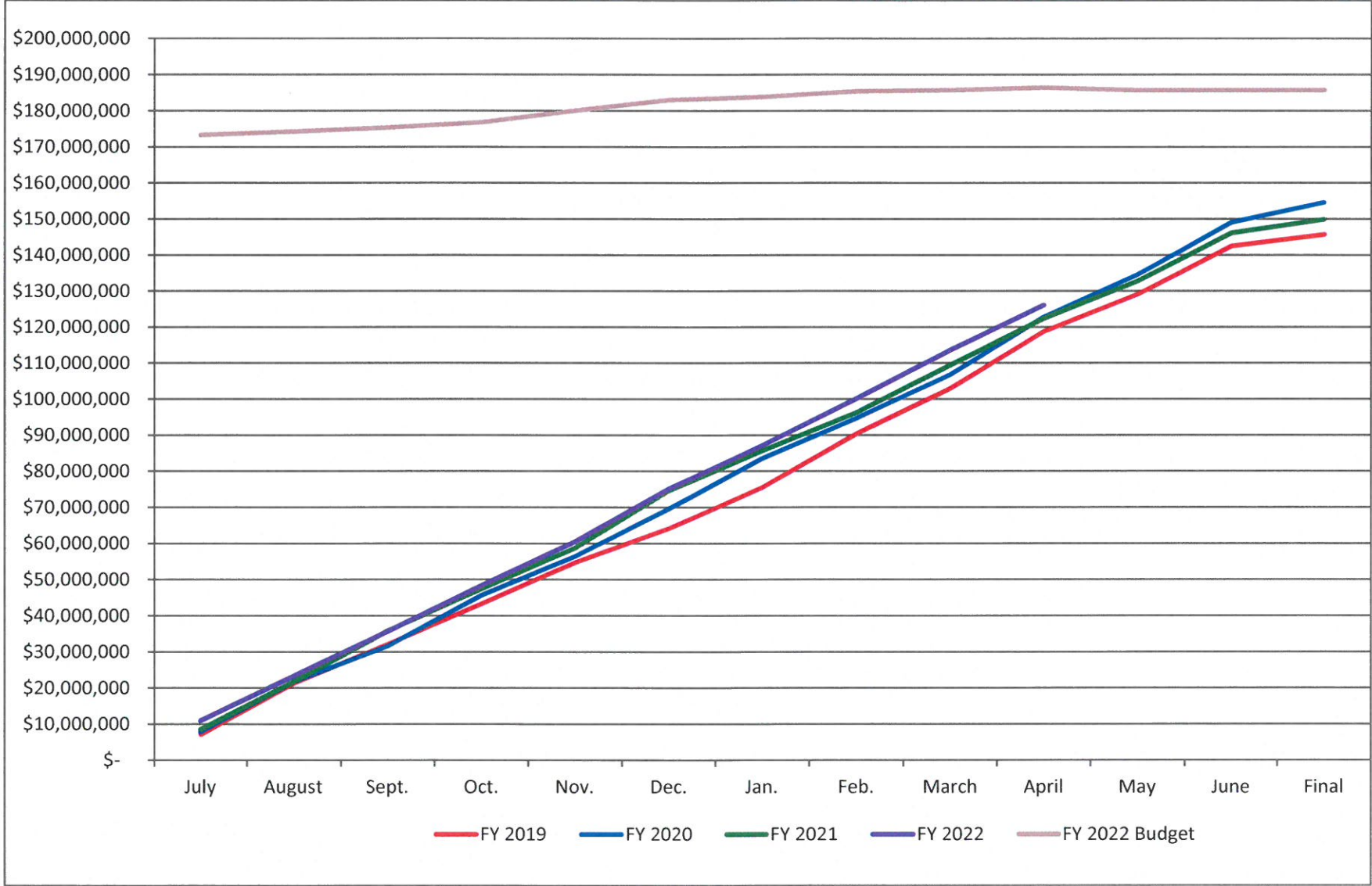
Type

Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

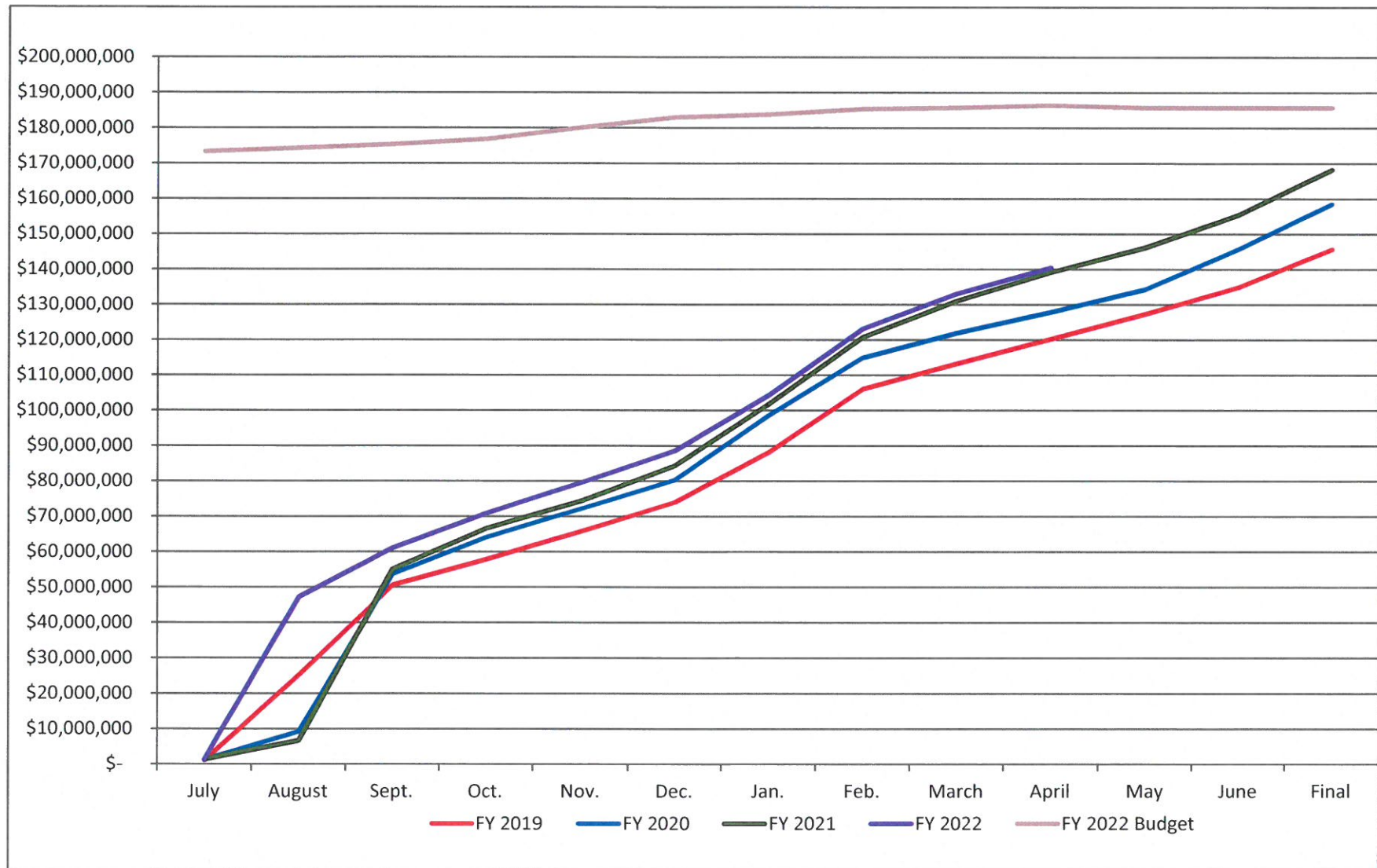
April	
2022	\$ 125,975,429
2021	\$ 122,338,852
2020	\$ 122,695,118
2019	\$ 118,674,184



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE REVENUE COMPARISONS

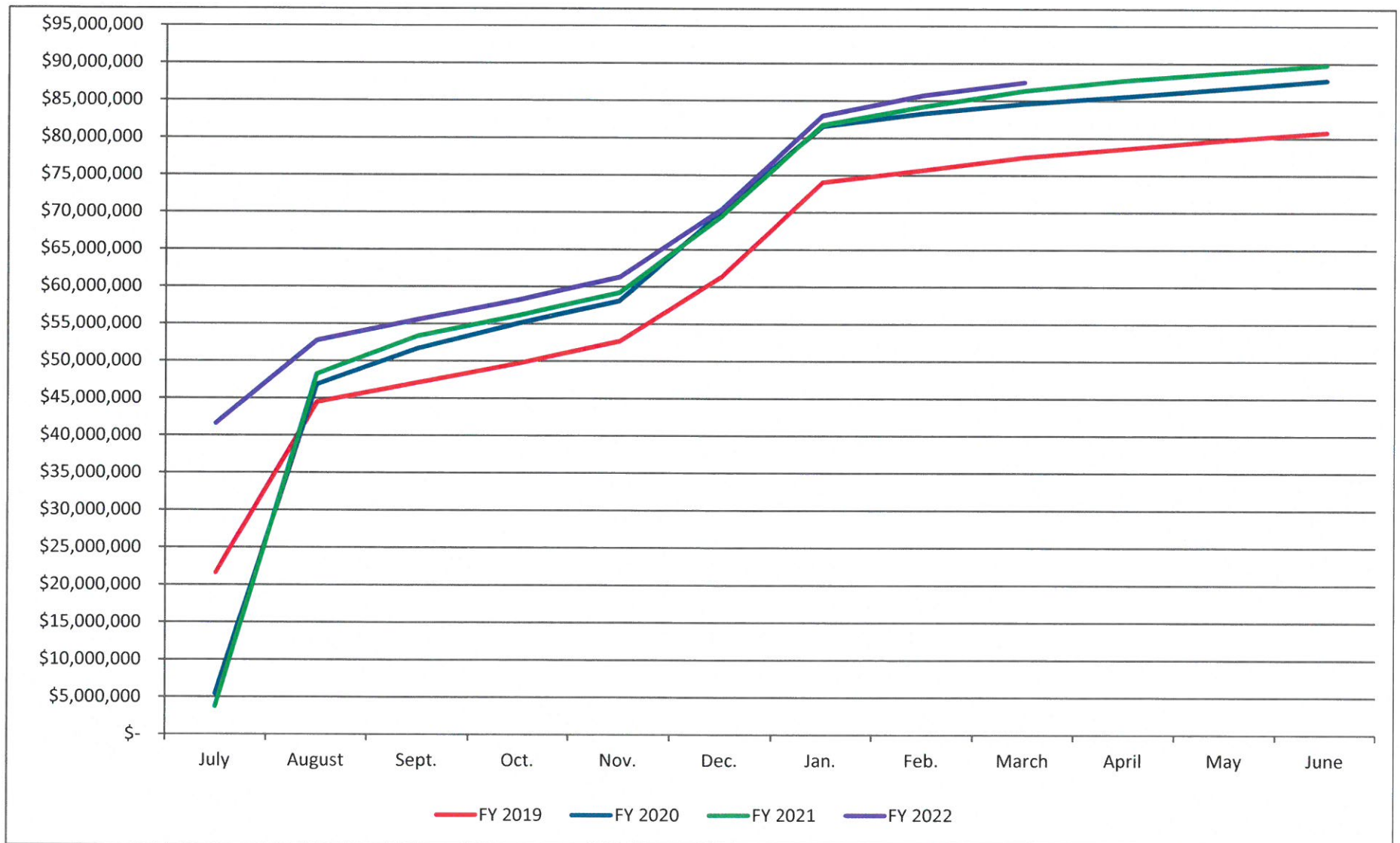
	April
2022	\$ 140,369,455
2021	\$ 139,114,665
2020	\$ 127,826,108
2019	\$ 120,183,987



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2019 - 2022

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

March		
2022	\$	87,439,626
2021	\$	86,331,943
2020	\$	84,576,418
2021	\$	77,391,798



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2019 - 2022

ANNUAL CUMULATIVE SALES TAX COMPARISONS

	January
2022	\$ 20,778,908
2021	\$ 18,035,975
2020	\$ 16,158,967
2019	\$ 15,231,236



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: May 9, 2022
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

5/9/2022

Type

Budget Amendment

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

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

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

ATTACHMENTS:

Description	Upload Date	Type
Poultry Processing Grant BJRF	4/11/2022	Cover Memo
Sewing Grant BJRF	4/18/2022	Cover Memo

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

Grant Request Amount: \$6,000

Total Project Budget: \$7,662.00

Grant Summary:

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

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

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

Budget:

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

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

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

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

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

Robertson Family Foundation

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

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

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

We have received funding for foster care caseworker visits to promote safe and stable families. Funding Authorizations reflect the actual amount we receive and may increase or decrease the original budget estimate.

Prepared by: Kelly Johnson
Date: 4/29/2022

BUDGET INFORMATION:

[illegible]

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FUNDING AUTHORIZATION



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: Monthly Caseworker Visits (CFDA 93.556)

EFFECTIVE DATE: 07/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM JUNE 2021 THRU MAY 2022 SERVICE MONTHS

FROM JULY 2021 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization			Additional Allocation			Grand Total Allocation		
		Federal	State	Total	Federal	State	Total	Federal	State	Total
01	ALAMANCE	4,480	0	4,480	0	0	0	4,480	0	4,480
02	ALEXANDER	3,086	0	3,086	0	0	0	3,086	0	3,086
03	ALLEGHANY	1,817	0	1,817	0	0	0	1,817	0	1,817
04	ANSON	423	0	423	0	0	0	423	0	423
05	ASHE	3,166	0	3,166	0	0	0	3,166	0	3,166
06	AVERY	1,440	0	1,440	0	0	0	1,440	0	1,440
07	BEAUFORT	5,737	0	5,737	0	0	0	5,737	0	5,737
08	BERTIE	331	0	331	0	0	0	331	0	331
09	BLADEN	2,594	0	2,594	0	0	0	2,594	0	2,594
10	BRUNSWICK	8,571	0	8,571	0	0	0	8,571	0	8,571
11	BUNCOMBE	16,114	0	16,114	0	0	0	16,114	0	16,114
12	BURKE	11,119	0	11,119	0	0	0	11,119	0	11,119
13	CABARRUS	6,983	0	6,983	0	0	0	6,983	0	6,983
14	CALDWELL	6,605	0	6,605	0	0	0	6,605	0	6,605
15	CAMDEN	240	0	240	0	0	0	240	0	240
16	CARTERET	3,817	0	3,817	0	0	0	3,817	0	3,817
17	CASWELL	754	0	754	0	0	0	754	0	754
18	CATAWBA	12,971	0	12,971	0	0	0	12,971	0	12,971
19	CHATHAM	4,983	0	4,983	0	0	0	4,983	0	4,983
20	CHEROKEE	2,937	0	2,937	0	0	0	2,937	0	2,937
21	CHOWAN	594	0	594	0	0	0	594	0	594
22	CLAY	1,360	0	1,360	0	0	0	1,360	0	1,360
23	CLEVELAND	7,291	0	7,291	0	0	0	7,291	0	7,291
24	COLUMBUS	4,057	0	4,057	0	0	0	4,057	0	4,057
25	CRAVEN	4,994	0	4,994	0	0	0	4,994	0	4,994
26	CUMBERLAND	37,552	0	37,552	0	0	0	37,552	0	37,552
27	CURRITUCK	823	0	823	0	0	0	823	0	823
28	DARE	937	0	937	0	0	0	937	0	937
29	DAVIDSON	6,628	0	6,628	0	0	0	6,628	0	6,628
30	DAVIE	2,434	0	2,434	0	0	0	2,434	0	2,434
31	DUPLIN	1,303	0	1,303	0	0	0	1,303	0	1,303
32	DURHAM	16,616	0	16,616	0	0	0	16,616	0	16,616
33	EDGECOMBE	2,114	0	2,114	0	0	0	2,114	0	2,114
34	FORSYTH	11,611	0	11,611	0	0	0	11,611	0	11,611
35	FRANKLIN	2,537	0	2,537	0	0	0	2,537	0	2,537
36	GASTON	18,582	0	18,582	0	0	0	18,582	0	18,582
37	GATES	11	0	11	0	0	0	11	0	11
38	GRAHAM	1,154	0	1,154	0	0	0	1,154	0	1,154
39	GRANVILLE	971	0	971	0	0	0	971	0	971
40	GREENE	971	0	971	0	0	0	971	0	971
41	GUILFORD	22,822	0	22,822	0	0	0	22,822	0	22,822
42	HALIFAX	731	0	731	0	0	0	731	0	731
43	HARNETT	8,274	0	8,274	0	0	0	8,274	0	8,274
44	HAYWOOD	5,017	0	5,017	0	0	0	5,017	0	5,017
45	HENDERSON	8,342	0	8,342	0	0	0	8,342	0	8,342
46	HERTFORD	149	0	149	0	0	0	149	0	149
47	HOKE	2,548	0	2,548	0	0	0	2,548	0	2,548

FUNDING AUTHORIZATION

	COUNTY	Initial (or Previous) Allocation Funding Authorization			Additional Allocation			Grand Total Allocation		
		Federal	State	Total	Federal	State	Total	Federal	State	Total
48	HYDE	446	0	446	0	0	0	446	0	446
49	IREDELL	4,777	0	4,777	0	0	0	4,777	0	4,777
50	JACKSON	2,754	0	2,754	0	0	0	2,754	0	2,754
51	JOHNSTON	8,560	0	8,560	0	0	0	8,560	0	8,560
52	JONES	274	0	274	0	0	0	274	0	274
53	LEE	674	0	674	0	0	0	674	0	674
54	LENOIR	3,394	0	3,394	0	0	0	3,394	0	3,394
55	LINCOLN	4,057	0	4,057	0	0	0	4,057	0	4,057
56	MACON	3,360	0	3,360	0	0	0	3,360	0	3,360
57	MADISON	1,691	0	1,691	0	0	0	1,691	0	1,691
58	MARTIN	2,206	0	2,206	0	0	0	2,206	0	2,206
59	MCDOWELL	5,257	0	5,257	0	0	0	5,257	0	5,257
60	MECKLENBURG	24,970	0	24,970	0	0	0	24,970	0	24,970
61	MITCHELL	2,194	0	2,194	0	0	0	2,194	0	2,194
62	MONTGOMERY	949	0	949	0	0	0	949	0	949
63	MOORE	3,097	0	3,097	0	0	0	3,097	0	3,097
64	NASH	1,508	0	1,508	0	0	0	1,508	0	1,508
65	NEW HANOVER	15,828	0	15,828	0	0	0	15,828	0	15,828
66	NORTHAMPTON	286	0	286	0	0	0	286	0	286
67	ONslow	8,182	0	8,182	0	0	0	8,182	0	8,182
68	ORANGE	3,440	0	3,440	0	0	0	3,440	0	3,440
69	PAMLICO	629	0	629	0	0	0	629	0	629
70	PASQUOTANK	960	0	960	0	0	0	960	0	960
71	PENDER	2,434	0	2,434	0	0	0	2,434	0	2,434
72	PERQUIMANS	309	0	309	0	0	0	309	0	309
73	PERSON	4,068	0	4,068	0	0	0	4,068	0	4,068
74	PITT	8,091	0	8,091	0	0	0	8,091	0	8,091
75	POLK	2,217	0	2,217	0	0	0	2,217	0	2,217
76	RANDOLPH	8,868	0	8,868	0	0	0	8,868	0	8,868
77	RICHMOND	3,348	0	3,348	0	0	0	3,348	0	3,348
78	ROBESON	17,405	0	17,405	0	0	0	17,405	0	17,405
79	ROCKINGHAM	7,337	0	7,337	0	0	0	7,337	0	7,337
80	ROWAN	7,942	0	7,942	0	0	0	7,942	0	7,942
81	RUTHERFORD	6,628	0	6,628	0	0	0	6,628	0	6,628
82	SAMPSON	5,783	0	5,783	0	0	0	5,783	0	5,783
83	SCOTLAND	4,720	0	4,720	0	0	0	4,720	0	4,720
84	STANLY	1,520	0	1,520	0	0	0	1,520	0	1,520
85	STOKES	4,628	0	4,628	0	0	0	4,628	0	4,628
86	SURRY	5,565	0	5,565	0	0	0	5,565	0	5,565
87	SWAIN	1,920	0	1,920	0	0	0	1,920	0	1,920
88	TRANSYLVANIA	3,154	0	3,154	0	0	0	3,154	0	3,154
89	TYRRELL	309	0	309	0	0	0	309	0	309
90	UNION	7,108	0	7,108	0	0	0	7,108	0	7,108
91	VANCE	2,011	0	2,011	0	0	0	2,011	0	2,011
92	WAKE	22,296	0	22,296	0	0	0	22,296	0	22,296
93	WARREN	160	0	160	0	0	0	160	0	160
94	WASHINGTON	960	0	960	0	0	0	960	0	960
95	WATAUGA	3,726	0	3,726	0	0	0	3,726	0	3,726
96	WAYNE	3,337	0	3,337	0	0	0	3,337	0	3,337
97	WILKES	10,697	0	10,697	0	0	0	10,697	0	10,697
98	WILSON	1,474	0	1,474	0	0	0	1,474	0	1,474
99	YADKIN	3,817	0	3,817	0	0	0	3,817	0	3,817
100	YANCEY	1,874	0	1,874	0	0	0	1,874	0	1,874
Total		\$521,790	\$0	\$521,790	\$0	\$0	\$0	\$521,790	\$0	\$521,790

FUNDING AUTHORIZATION

FUNDING SOURCE: Monthly Caseworker Visits (CFDA 93.556)
CFDA Number: 93.556
CFDA Name: Promoting Safe and Stable Families
Award Name: Promoting Safe and Stable Families
Award Number: 2101NCFPCV
Award Date: FFY 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION:

This funding authorization represents 100% federal funds.

XS411 Heading: FC-CWKR VISIT

Tracked on XS411: 100% Federal Funds

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

DATE:



February 4, 2021

ROWAN COUNTY
FIRE DISTRICTS
ACTUALS THROUGH April

This is updated for FY2023

BASED ON REMAINING FY21 ACTUALS

DEPARTMENT	ORG	OBJ	ACCOUNT DESCRIPTION	ACTUAL YTD		REMAINING BUDGET	PERCENTAGE USED	FY ACTUALS					ESTIMATED TOTAL	(OVER) BUDGET	ADD (SUBTRACT) BA
				BUDGET	TURNOVER THRU March			MARCH	APRIL	MAY	JUNE	ROY			
4330	2144340	411001	AD VALOREM TAX-CURRENT YR	(6,467,794.00)	(6,513,361.60)	45,567.60	100.30%	-	(58,919)	(30,655)	(29,592)	(119,166)	(6,632,528)	(164,734)	Credit (220,000)
4330	2144340	411003	AD VALOREM TAX-NCYTS	(650,000.00)	(554,620.24)	(95,379.76)	99.62%	-	(63,562)	(58,138)	(65,495)	(187,195)	(741,815)	(91,815)	Credit (20,000)
4330	2144340	411004	AD VALOREM-WRITE OFF COLL					-	-	-	-	-	-	-	Credit
4330	2144340	411010	ABATEMENTS-CURRENT YEAR	45,000.00	23,868.58	21,131.42	99.62%	-	-	-	-	-	23,877	21,123	-
4330	2144340	411015	TAX DISCOUNTS	60,000.00	47,357.51	12,642.49	99.62%	-	-	-	-	-	47,358	12,642	-
4330	2144340	419010	INTEREST REVENUE ON TAXES	(35,000.00)	(31,098.90)	(3,901.10)	100.21%	-	(5,399)	(3,869)	(4,737)	(14,005)	(45,104)	(10,104)	Credit (14,000)
4330	2144340	586001	Total 2144340 FIRE DISTRICTS REVENU	(7,047,794.00)	(7,027,854.65)	(19,939.35)	100.30%	-	(127,880)	(92,654)	(99,824)	(320,358)	(7,348,212)	(232,887)	(435,000)
4330	2154340	586002	FDT-ATWELL TOWNSHIP	682,154.00	684,185.43	(2,031.43)	99.62%	-	12,671	9,232	8,798	30,701	714,886	(32,732)	Debit
4330	2154340	586003	FDT-BOSTIAN HEIGHTS	826,196.00	823,033.12	3,162.88	99.62%	-	18,238	15,081	13,750	47,069	870,102	(43,906)	Debit
4330	2154340	586004	FDT-CLEVELAND	487,493.00	466,748.96	20,744.04	99.62%	-	5,090	3,405	3,451	11,946	478,695	8,798	Debit
4330	2154340	586005	FDT-EAST GOLD HILL	111,585.00	109,726.93	1,858.07	99.62%	-	1,965	1,440	1,548	4,953	114,680	(3,095)	Debit
4330	2154340	586006	FDT-EAST LANDS	28,410.00	27,315.44	1,094.56	99.62%	-	620	535	1,865	3,020	30,335	(1,925)	Debit
4330	2154340	586007	FDT-EAST ROWAN	19,335.00	19,031.13	303.87	99.62%	-	110	421	371	902	19,933	(598)	Debit
4330	2154340	586008	FDT-ELLIS CROSS COUNTRY	146,571.00	147,501.91	(930.91)	100.64%	-	4,511	3,135	3,024	10,670	158,172	(11,601)	Debit
4330	2154340	586009	FDT-FRANKLIN	255,448.00	253,298.47	2,149.53	99.16%	-	7,153	4,274	4,788	16,215	269,513	(14,065)	Debit
4330	2154340	586010	FDT-LIBERTY (WEST)	348,721.00	349,445.47	(724.47)	100.21%	-	6,506	4,496	7,141	18,143	367,588	(18,857)	Debit
4330	2154340	586011	FDT-LOCKE TOWNSHIP	239,441.00	238,426.40	1,014.60	99.58%	-	5,099	3,696	3,337	12,132	250,558	(11,117)	Debit
4330	2154340	586012	FDT-MILLER'S FERRY	1,027,332.00	1,026,035.09	1,196.91	99.88%	-	26,609	14,759	15,426	56,794	1,082,829	(55,597)	Debit
4330	2154340	586013	FDT-MOUNT MITCHELL	598,740.00	631,929.04	(33,189.04)	105.54%	-	4,536	3,022	3,146	10,704	644,633	(45,893)	Debit
4330	2154340	586014	FDT-POOLETOWN	84,017.00	90,958.80	(6,941.80)	108.26%	-	1,995	1,121	1,197	4,313	95,272	(11,255)	Debit
4330	2154340	586015	FDT-RICHFIELD/MISENHEIMER	110,044.00	110,593.75	(549.75)	100.50%	-	1,475	1,220	1,067	3,762	114,356	(4,312)	Debit
4330	2154340	586016	FDT-ROCKWELL RURAL	7,708.00	8,079.38	(371.38)	104.82%	-	105	99	51	255	8,334	(626)	Debit
4330	2154340	586017	FDT-SOUTH SALISBURY	595,104.00	584,132.28	10,971.72	98.16%	-	13,005	10,671	12,100	35,776	619,908	(24,804)	Debit
4330	2154340	586018	FDT-ROWAN-REDELL	34,698.00	35,743.05	(1,045.05)	102.47%	-	433	643	467	1,543	37,286	(2,388)	Debit
4330	2154340	586019	FDT-SCOTCH IRISH	108,489.00	109,198.62	(709.62)	100.65%	-	2,700	3,163	1,594	7,557	116,756	(8,267)	Debit
4330	2154340	586020	FDT-SOUTH SALISBURY	5,085.00	4,857.92	227.08	95.53%	-	181	74	203	458	5,316	(231)	Debit
4330	2154340	586021	FDT-UNION	494,520.00	496,699.52	(2,179.52)	100.44%	-	5,088	3,307	6,659	15,054	511,754	(17,234)	Debit
4330	2154340	586022	FDT-WEST ROWAN	136,743.00	137,052.59	(309.59)	100.23%	-	2,592	2,656	2,759	8,007	145,060	(8,317)	Debit
4330	2154340	586023	FDT-WOOD EAF	374,311.00	378,992.84	(4,681.84)	101.25%	-	4,704	3,455	4,139	12,298	391,291	(16,980)	Debit
4330	2154340	586023	FDT-WOOD EAF	325,549.00	294,868.51	30,680.49	90.58%	-	2,489	2,738	2,831	8,058	302,927	22,622	Debit
Total 2154340 FIRE DISTRICTS EXPENSE				7,047,794.00	7,027,854.65	19,939.35	99.72%	-	127,875	92,643	99,812	320,330	7,348,185	(300,391)	435,000
Grand Total						(0.00)		(5)	(11)	(12)	(28)	(28)	(28)	67,503	435,000 Debit (435,000) Credit

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Rowan County Commissioners

FROM: Meliisa J. Oleen, Library Director

EXPLANATION IN DETAIL: The library has received the LSTA Adaptive Technology Grant in the amount of \$36,000 from the State Library.

BUDGET INFORMATION:

Prepared by:

Date: 5/5/2022

[illegible]

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GRANT AGREEMENT
LSTA 2021-2022 Adapting Technology Grant
State Project Code: NC-21-340

This is an agreement by and between Rowan Public Library,
hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Natural and
Cultural Resources, hereinafter referred to as the "State Library."

Institution and/or Library Name: Rowan Public Library

Mailing address: 201 West Fisher St.

City, State, ZIP: Salisbury, NC 28144

Project manager name/title: Amber Covington

Project manager telephone: 704-216-8233

Project manager email: amber.covington@rowancountync.gov

DUNS number: 074494014

Federal Employer Identification Number: 56-6000336-H

Indirect cost rate for this award: N/A

Library fiscal year ending date: June 30

Federal Award Identification Information required by 2 CFR 200.332

Federal Award ID number: LS-250229-OLS-21

Federal Award Date: April 9, 2021

Grant Award Period Start and End Date: December 17, 2021 – June 30, 2022

Amount of Federal Funds Obligated by this Action: \$ 36000

Federal Award Project Description as required by FFATA: LSTA State Grants

Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library
of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796,
catherine.prince@ncdcr.gov.

CFDA Name / Number: LSTA State Grants / 45.310

This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA)
funds to be disbursed through North Carolina Accounting System accounting fund 1495 ARA 145.

**IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING,
THE LIBRARY HEREBY AGREES TO:**

1. Accept and administer an LSTA grant from the State Library in the amount of \$ 36000
for costs associated with the project represented in the Library's grant application, grant
award letter, and any amendments thereto.
2. Abide by all Grant Provisions as certified in this document and the grant application; including any
certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA)
Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status;
and Nondiscrimination.

3. Regularly inform the State Library on the progress of project activities as defined in the grant application.
4. Encumber and expend project funds (grant and matching)
 - only upon or after the effective date of this grant agreement and before its termination;
 - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
 - in accordance with all applicable local, state and federal laws and regulations.
5. Expend project funds in a manner that ensures free and open competition.
6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures as defined in the grant application when there are significant expenditures, or at least mid-way through the grant period.
7. Submit a grant project status report, briefly describing current and anticipated project expenditures and project activities, by April 15, 2022.
8. On or before May 15, 2022, request a minimum of seventy-five percent (75%) of the award amount; provide a list of remaining activities with an estimate of remaining grant expenditures as defined in the grant application.
9. Complete all project expenditures by June 30, 2022, or by the termination date of this agreement as amended by mutual consent.
10. On or before July 15, 2022, submit a final request for reimbursement.
11. If eligible, the Library and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
12. Request prior written approval from the State Library for any equipment with a per unit price above \$5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.
13. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: "This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-250229-OLS-21)." Submit a copy of any publications or materials produced under the grant to the State Library.
14. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
15. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this agreement and must provide all information necessary for the Library to comply with the terms of this agreement.

16. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.
17. Submit a final report to the State Library by **August 15, 2022**, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.
18. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
19. Complete the Single Audit Certification as directed and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.
20. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F - Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
21. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
22. The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).
23. If not already on file, file with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
24. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

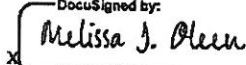
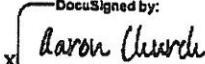
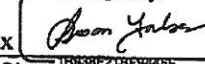
THE STATE LIBRARY AGREES TO:

1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.
2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted by the Library. Pay by June 30, 2022, all approved requests received on or before April 15, 2022, and by August 31, 2022, all approved requests received by July 15, 2022.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.
4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

THIS AGREEMENT is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by March 31, 2022 may be withdrawn.

[Please sign below.]

<div>DocuSigned by:  x 2A03A0D0E297A04...</div>		2/19/2022
Signature, Library Director		Date
Melissa J. Oleen		
Printed Name		
<div>DocuSigned by:  x 8629BFFC1E0B472...</div>		2/25/2022
Signature, Local Government or Institutional Representative		Date
Aaron Church		County Manager
Printed Name		Title
<div>DocuSigned by:  x 1B938F273F9245F...</div>		2/25/2022
Signature, Susan Forbes, Interim State Librarian		Date

GRANT PROVISIONS

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

1. Grant Agreement and Timing of Expenditures

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

2. Allowable and Unallowable Costs

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded. The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

5. Records Retention

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

7. Debarment & Suspension

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>.

8. Equipment Purchases and Inventory

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

9. Publicizing & Acknowledging Funds

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/ activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at http://www.imls.gov/recipients/imls_acknowledgement.aspx

10. Lobbying

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

11. Non-discrimination

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq*); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

12. Trafficking in Persons

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

13. Audit and Financial Reporting Requirements

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

LEGAL REFERENCES:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; AND NONDISCRIMINATION

1. DEBARMENT AND SUSPENSION

The grantee shall comply with 2 CFR Part 3185. The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR section 180.800(a); or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this submission.

The grantee is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

2. LOBBYING

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the grantee certifies to the best of his or her knowledge and belief that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the grantee) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3. FEDERAL DEBT STATUS

The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that the grantee is not delinquent in the repayment of any Federal debt.

4. NONDISCRIMINATION

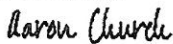
As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the grantee, certifies that the grantee will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability in Federally-assisted programs;
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685- 86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above certifications.

DocuSigned by:



Signature of Authorized Certifying Official

Aaron Church

County Manager

Print Name and Title of Authorized Certifying Official

2/25/2022

Date:

I have attached my Conflict of Interest Policy

☒ My Conflict of Interest Policy is on file

I have attached my LSTA Partner Statement(s)

☒ My LSTA Partner Statement(s) are on file or I don't have eligible partners

Certification Regarding Debarment and Suspension; Lobbying; etc.

page 2 of 2

☒ LSTA Staff: Check here if all documents have been received and all signatures have been gathered.

CIPA COMPLIANCE CERTIFICATION FORM
for Public Libraries

As the authorized library representative, I hereby certify that the library is
(check only one of the following boxes)

- A. ☒ CIPA Compliant
The applicant library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

OR

- B. ☐ The CIPA requirements do not apply because no funds made available under the LSTA program will be used to purchase electronic equipment capable of accessing the Internet or to pay for direct costs associated with accessing the Internet.

Melissa J. Oleen

Print name of library director

Melissa J. Oleen

Signature of library director

2/19/2022

Date

CIPA COMPLIANCE INFORMATION

Libraries that are neither public libraries nor public elementary or secondary school libraries are not subject to CIPA and do not have to comply with this law.

Overview

CIPA is the Children's Internet Protection Act, which applies to public libraries and public elementary and secondary school libraries seeking funds under the federal Universal Service (E-rate) program or the Library Services and Technology Act (LSTA) grant programs funded by the Institute of Museum and Library Services (IMLS) and administered by the State Library of North Carolina.

Affected Libraries

The following types of libraries applying for LSTA grants from the State Library of North Carolina must be CIPA compliant and must submit the **CIPA Compliance Certification Form** with their signed Grant Agreement.

- Public libraries
- Public school libraries
- Consortia with public and/or public school libraries

If a library type listed above is already compliant with CIPA under the rules for receiving E-rate funds, that library is not affected by the rules established for LSTA grant recipients. Accordingly, the compliance information in this document applies **only** to libraries meeting **all three** of the following conditions.

The library is:

- 1) a public library or public elementary or secondary school library,
- 2) NOT required to comply with CIPA through the federal Universal Service (E-rate) program, and
- 3) seeking LSTA funds for the purchase of technology used to access the Internet and/or for the payment of direct costs associated with accessing the Internet.

Libraries that are required to comply with CIPA because of the receipt of funds from the Universal Service (E-rate) program must adhere to a different and more stringent set of requirements. More information about those requirements may be found at <http://statelibrary.dcr.state.nc.us/hottopic/cipa/cipa.htm>. The compliance information in this document does not apply to libraries that must comply with CIPA under the Universal Service (E-rate) rules.

Purchases That Require CIPA Compliance

A library that is subject to CIPA under the rules for LSTA must comply with the law when either of the following are approved for purchase with LSTA funds:

- technology used to access the Internet, or
- direct costs associated with accessing the Internet (i.e., the costs of connecting to an Internet service provider [ISP]).

Requirements for Compliance

The policy requires that some form of "technology protection measure" be in use on *all* computers used to access the Internet. *This includes computers that were not purchased with LSTA funds but that are used to access the Internet.* The law provides no other guidance on technology protection measures. According to the CIPA legislation, the technology protection measure may be disabled upon the request of the user for "bona fide research or other lawful purposes." The law as applied to LSTA grant recipients *does not differentiate* between minors and adults when a request is made to disable the technology protection measure or unblock a website. Anyone may make such a request. For purposes of CIPA, a "minor" is someone under 17 years of age.

To receive LSTA funds for purchases listed above, the library must have in place a policy of:

- a) Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; or (III) harmful to minors; and is enforcing the operation of such technology protection measure during any use of such computers by minors; and
- b) Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; and is enforcing the operation of such technology protection measure during any use of such computers."

Note that the difference between (a) and (b) is that (a) applies to minors and includes the category of "visual depictions" that are "harmful to minors", while (b) applies to adults and does not include the category "harmful to minors".



Rowan County
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ACCOUNT		ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION		EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	
	LINE	DESCRIPTION					ENTITY	AMEND				BUDGET	ERR
YEAR-PER JOURNAL													
2022	11		246	05/09/2022	05/09	4410	SRC JNL-DESC	ENTITY	AMEND				
							BUA 32,000	1	2				
1	1144410	420003					SHERIFF ADMIN REVENUE						
	1010-42-4244-4400-4410-0000-000-4-420003-						CONCEALED WEAPON PERMIT						
							RECOGNIZE REVENUE						
						</							



Rowan County
BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND BALANCE SEG	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT	2022 11	246	05/09/2022	APPROPRIATIONS BUDGET		
1010 GENERAL FUND				ESTIMATED REV BUD CONTROL	32,000.00	32,000.00
11-306000				FUND TOTAL	32,000.00	32,000.00
11-311000						

** END OF REPORT - Generated by Angella D Estepp **