

ROWAN COUNTY COMMISSION AGENDA

August 15, 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.

- 1 Consider Approval of Consent Agenda
 - A. Mid-Carolina Regional Airport Inclement Weather Procedures
 - B. Mid-Carolina Regional Airport Hangar Waitlist Procedures
 - C. Resolution to Revoke Review Officer
 - D. Resolution Appointing Review Officer Tim Himes
 - E. Acceptance of Grant Agreement for Rowan Transit Community

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

- A. Recognition of Rowan Little League 8 & Under All Stars State Champions
- 3 Public Comment Period
- 4 Public Hearing for Z 06-22: David Tucker
- 5 Consider PE 04-22
- 6 Presentation By ADW Architects Regarding Ag Center at West End Plaza
- 7 Request Approval to Submit Lease Proposal to USDA RFL
- 8 Litter Report
- 9 Financial Reports
- 10 Budget Amendments
- 11 Closed Session
 - Potential Lease at West End Plaza
- 12 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: Valerie Steele, Airport & Transit Director

DATE: 7/27/2022

SUBJECT: Mid-Carolina Regional Airport Inclement Weather Procedures

Procedures to clarify the abilities of the airport during a snow or ice event.

Approve the procedures so they may be placed on the airports website.

ATTACHMENTS:

DescriptionUpload DateTypeRUQ Inclement Weather Procedures7/27/2022Exhibit



3670 Airport Loop · Salisbury, NC 28147 Phone 704-216-7749 · Fax: 704-216-7977

Inclement Weather Procedures

A. DEFINITIONS

Inclement weather: Any severe or harsh weather condition that makes it unsafe or impractical to travel, commute, or work outdoors.

Notice to Airman (NOTAM): A written notification issued to pilots before a flight, advising them of circumstances relating to the state of flying.

Runway Condition Assessment Matrix (RCAM): FAA process used by airport operators to perform assessments of runway conditions and by pilots to interpret reported runway conditions.

State of Emergency: Executive order issued by the Governor of North Carolina when he/she believes a disaster has occurred or may be imminent that is severe enough to require State aid to supplement local resources in preventing or alleviating damages, loss, hardship or suffering.

B. EQUIPMENT

The airports large equipment consists of a tractor with an attachment plow/rubber blade. Additional equipment includes a snowblower.

C. ADVERSE WEATHER POLICY

The Airport Director is responsible for determining when snow removal operations shall begin. This is based on available resources, electrical power status at the airport, forecasted weather reports and any North Carolina State of Emergency or NCDOT DOA guidance. The County requires an effort be made to protect personnel from injury and to minimize damage to property.

Occasionally the County Adverse Weather Policy goes into effect. When such conditions occur, the following procedures apply:

- 1. Any delay or closing will be posted on the County website.
- 2. Effort will be made to open the FBO building as soon as practical with at least one employee present to control and protect the facility as well as provide telephone communications and essential services.

C. WINTER OPERATIONS

The RCAM will be used to assess paved runway surfaces, report contaminants present, and through the assistance of the Federal NOTAM System, determine the numerical Runway Condition. Pilot braking action reports will continue to be solicited and will be used in assessing braking performance.

- 1. Braking action reports are described as Good, Good to Medium, Medium, Medium to Poor, or NIL.
 - a) No federally obligated airport can report a NIL braking action condition. NIL conditions on any surface require closure of that surface.
- 2. The Airport Operator will issue NOTAMs providing the surface conditions of the runway, taxiway and/or ramp areas.
 - (a) The pilot in command of the aircraft is directly responsible for, and is the final authority as to, the operation of that aircraft. It is the pilot's decision to engage in flight operations based on his/her evaluation of conditions.
 - (b) If conditions reach a point of being unsafe to aircraft the airfield will be closed.

The runway pavement is in excellent condition and is also crowed and grooved. The standard procedure for general aviation airports within our region who only occasionally receive winter precipitation is to allow for the sun to melt snow/ice from the runway and other paved surfaces.

- 1. In order to avoid damage and limit deterioration the paved surfaces of the airport will not be scrapped. The blade is not intended for use on, or effective for, the removal of ice.
- 2. Once snow accumulation reaches a point where the top inches can be removed efforts will be made in order to do so in attempt to expedite the melting process.
- 3. The airport operator does not have the ability to utilize chemicals to pre-treat the runway prior to an event or to melt accumulated ice.

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MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director

DATE: 7/27/2022

SUBJECT: Mid-Carolina Regional Airport Hangar Waitlist Procedures

Procedures to clarify the hangar wait list process and create an application form for tracking purposes.

Approve the procedures so they may be posted on the airport website.

ATTACHMENTS:

DescriptionUpload DateTypeRUQ Hangar Waitlist Procedures7/27/2022Exhibit



3670 Airport Loop · Salisbury, NC 28147 Phone 704-216-7749 · Fax: 704-216-7977

Annual Lease - Hangar Waitlist Procedures

Mid-Carolina Regional Airport (the "Airport) maintains waiting lists for individuals who wish to lease t-hangar for aircraft storage. These procedures are designed to provide a simple and fair process for aircraft owners on the waiting list. These procedures are intended for individual tenants and not corporate hangars or LFBO tenants.

The waiting list is created and maintained on a first come first served basis. A vacant hangar will be offered to the first/next person on the waiting list. In order to be added to the waitlist, the following shall occur:

A. APPLICATION FORM

Effective August 15, 2022, any new requesting parties must complete a hangar request application and submit to the Airport Director or FBO Manager. Applicants are solely responsible for maintaining a current address, email and telephone number on the application submitted to the Airport.

Applicant must stipulate the hangar type desired to lease. The hangar requested shall be appropriately sized for the type of aircraft to be stored in the hangar and the Airport retains the sole and absolute right to determine the appropriate hangar size and deny the request in the event of a dispute or disagreement. Hangar preference from first available to enclosed can be changed at any time by filing a written request with the Airport Director of FBO Manager via mail or email.

B. POSITION ON WAITING LIST

The hangar waitlist is posted on the notice board in the FBO terminal. Positions on the waiting list cannot be traded, sold, transferred, assigned, or gifted. Any applicant found to have engaged in such activity shall be removed from the waiting list.

C. ASSIGNMENT OF HANGAR

When a hangar of matching type requested by an applicant becomes available, the offer notification will be made by the FBO Manager. Hangar offers are made chronologically (oldest date/time to most recent). The hangar offer will be made by email and phone.

D. ACCEPANCE OF OFFER

The Applicant must reply in the affirmative by email within three (3) business days of the date the hangar offer is made. The applicant must then enter a lease, pay for the hangar monthly and have an airworthy aircraft registered to the applicant within ninety (90) days from the date the Airport Director/FBO Manager received the applicant's acceptance of the hangar offer. Failure to have an airworthy aircraft within ninety (90) days of acceptance shall result in termination of

any lease or rental agreement and removal from the hangar waitlist. A person who leases a hangar for the purpose of constructing an aircraft shall begin construction of the aircraft within thirty (30) days of entering into a lease and shall complete the construction of the aircraft within the time frame set forth in an addendum to the lease agreement. The Rowan County Board of Commissioners has final approval of leasing hangar space for construction of aircraft.

E. FAILURE TO RESPOND

An applicant's failure to respond to the hangar offer within three business days of notification, or the inability of the Airport Director and/or FBO Manager to contact the applicant using the contact information provided by applicant, or an applicant's refusal of the hangar offer, shall be considered a "pass" to the next person on the waiting list. The Applicant being passed may request to be placed back on the bottom of the hangar waitlist.

F. Miscellaneous

- The Applicant agrees that it will abide by all terms and conditions of any lease agreement as well as the Rules and Regulations of the Airport. The terms of the lease shall be determined in the sole and absolute discretion of the Airport. The Airport is not under any binding obligation to enter into a lease with the Applicant and Applicant has no right to demand a lease.
- The information supplied on the application is subject to the North Carolina Public Records Law. If there is a legislatively created exemption which makes your contact information confidential and not subject to disclose the reason must be stated on application.
- The Airport reserves the absolute right at any time to unilaterally terminate or otherwise modify these procedures with no further rights, obligations or damages.



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Hangar Request Application

<u>APPLICANT</u>			
NAME:		_	
ADDRESS:		_	
		_	
TELEPHONE:		_	
EMAIL:		_	
TYPE OF AIRCRA	AFT:		N-NUMBER:
REQUESTED HA	NGAR TYPE (circle one): FIRST AVIA	LBLE or	ENCLOSED
have read, under	erstand, and acknowledge the Hangar W m the waiting list if I fail to maintain corr	ait List Policy. I ect contact info	nges in the information on this application. I agree the Airport Director or FBO Manager may rmation or if I am not in good standing with tion contained in it may be disclosed by the
SIGNATURE:		DATE:	
Applicant offers	ed hangar# on	Declined Acc	ented No Response

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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart DATE: July 29, 2022

SUBJECT: Resolution to Revoke Review Officer

Former Planning Technician Lela Ijames was appointed as review officer on January 7, 2019 by the Board of Commissioners. Review officer is a "title" given to staff designated to review a plat prior to recordation with the Register of Deeds. Since she is no longer employed with Rowan County, the attached resolution is the appropriate means to remove this designation.

Adopt resolution

ATTACHMENTS:

DescriptionUpload DateTypeResolution to revoke Lela Ijames8/4/2022Cover Memo

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



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

Rowan County Board of Commissioners

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

RESOLUTION REVOKING APPOINTED REVIEW OFFICER

WHEREAS, G.S. 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person to serve as Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording, and

WHEREAS, the main purpose of the law is to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer; and

WHEREAS, it is the desire of the Rowan County Board of Commissioners to insure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording.

NOW THEREFORE, BE IT RESOLVED, effective August 15, 2022, Lela Ijames is hereby removed from her previous appointment to perform all responsibilities as required for Review Officer under the appropriate North Carolina General Statutes.

BE IT FURTHER RESOLVED that a copy of this Resolution designating the revocation of Review Officer be recorded in the Rowan County Register of Deeds Office.

This the 15th day of August 2022	
	Gregory C. Edds, Chairman
ATTEST:	

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: County Assessor Chip Main

DATE: August 4, 2022

SUBJECT: Resolution Appointing Review Officer - Tim Himes

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/4/2022	Cover Memo
Certificate of Attendance	8/4/2022	Cover Memo

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



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

Rowan County Board of Commissioners

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

RESOLUTION APPOINTING REVIEW OFFICER

WHEREAS, S.L. 1997-309 (S875) makes a number of significant changes in the procedures for recording maps and plats; and

WHEREAS, the main purpose of the law is to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer; and

WHEREAS, G.S. 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person to serve as Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording, and

WHEREAS, it is the desire of the Rowan County Board of Commissioners to insure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording.

NOW THEREFORE, BE IT RESOLVED, effective August 15, 2022, Timothy P. Himes is hereby appointed to perform all responsibilities as required for Review Officer under the appropriate North Carolina General Statutes.

BE IT FURTHER RESOLVED that a copy of this Resolution designating the appointment of Review Officer be recorded in the Rowan County Register of Deeds Office and indexed in the name of the Review Officer.

This the 15th day of August, 2022.

ATTEST:	
	Gregory C. Edds, Chairman Rowan County Board of Commissioners
Carolyn Barger, MMC, NCMCC Clerk to the Board	



CERTIFICATE OF ATTENDANCE

This certificate is awarded to

Timothy P. Himes

FOR 4 HOURS OF ATTENDANCE AT THE VIRTUAL WORKSHOP "PLAT REVIEW OFFICER"

RALEIGH - July 20, 2022

Topics:

Plat Review Officer Workshop (4 hours)



N. C. Department of the Secretary of State

Ruhand a Elin

July 20, 2022

Richard Elkins, Land Records Manager Land Records Management Program

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ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Valerie Steele, Director

Transit/Airport

DATE: 8/2/2022

SUBJECT: Acceptance of Grant Agreement for Rowan Transit Community Transportation Program

The NC Board of Transportation approved Rowan Transit's request for a FY23 Community Transportation Grant with a \$211,520 for replacement vehicles. This amount includes a 10% local match of \$21,152. Performance period is July 1, 2022-June 30, 2023.

It is recommended that the Board of Commissioners approve the County Manager to accept the grant funds by signing the FY23 Grant Agreement "Community Transportation Rural Formula Grant Program."

ATTACHMENTS:

Description	Upload Date	Type
FY23 Community Transportation Program Grant	8/2/2022	Cover Memo



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

May 18, 2022

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

RE: FY23 Community Transportation Program (Section 5311)

Project No.: 23-CT-037

WBS Element No.: 36233.88.23.3

Period of Performance: 7/1/2022 - 6/30/2024

Dear Mr. Church:

On March 10, 2022, the Board of Transportation approved your organization's request for an FY23 Community Transportation Grant in the amount of \$211,520. The agreement to be executed between Rowan County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

Ryan Brumfield

Director

RB\mf

Attachments

Location:

Website: ncdot.gov

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION DIVISION PROJECT NUMBER: 23-CT-037 APPROVED BUDGET SUMMARY EFFECTIVE DATE 7/1/2022

PROJECT SPONSOR:

ROWAN COUNTY

PROJECT DESCRIPTION:

FY2023 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4523 CAPITAL I - BUS: ROLLING STOCK 36233.88.23.3

PERIOD OF PERFORMANCE JULY 01, 2022 - JUNE 30, 2024

\$211,520

II. TOTAL PROJECT FUNDING

ii. TOTALTIKO	CAPITAL I - ROLLING STOCK AGREEMENT #	36233.88.23.3	TOTAL 100% \$211,520	FEDERAL 0% \$0	STATE 90% \$190,368	10% \$21,152
TOTAL BUDGE	Т		\$211,520	\$0	\$190,368	\$21,152

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION DIVISION APPROVED PROJECT BUDGET

PROJECT: 23-CT-037

SPONSOR: ROWAN COUNTY WBS: 36233.88.23.3

DEPARTMENT 4523 - CAPITAL I - ROLLING STOCK

<u>TITLE</u> <u>DESCRIPTION</u> APPROVED <u>BUDGET</u>

G546 20' Light Transit Vehicle w/whelchair lif \$69,550
G548 Raised Roof Van w/lift (Replacement) \$140,170
G591 Veh Lettering/Logos \$1,800

TOTAL CAPITAL I BUDGET \$211,520

TOTAL CAPITAL BUDGET \$211,520

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM

Federal Award Identification

Application Number: 1000012192

NCDOT Project Number: 23-CT-037

Approved Indirect Cost Rate: N/A

FAIN Number(s): **NC-2022-034-00**

CFDA Number: **20.509**

DUNS Number: **074494014**

UEI Number: GCB7UCV96NW6

Total Amount of Award (Federal/State/Local): \$211,520

Federal Funded Programs:					
	5303 Metropolitan Planning Grant				
	5307 Urbanized Area Formula Grant				
	5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant				
	5311 Community Transportation Rural Formula Grant				
	5311 Appalachian Development Transit Assistance Grant				
	5311f Intercity Bus Grant				
	5316 Job Access Reverse Commute Grant				
	5317 New Freedom Grant				
	5339 Bus and Bus Facility Grant				

THIS AGREEMENT made this the _____day of _______, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **ROWAN COUNTY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1**, **2022 to June 30**, **2024**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. Rowan Transit System will use funds to purchase (1)
 20' LTV with wheelchair lift, (2) raised roof van with lifts, and vehicle lettering/logos.
- **b.** The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$211,520)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Capital	Capital	Capital	Capital	Capital
WBS	Total	Federal (0%)	State (90%)	Local (10%)
36233.88.23.3	\$211,520	\$0	\$190,368	\$21,152
Agreement #				
Project	Project	Project	Project	Project
Total	Total	Total Federal	Total State	Total Local
	\$211,520	\$0	\$190,368	\$21,152

6. Project Expenditures, Payments, and Reimbursement

- **a.** General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- **b.** Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
 - i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
- iv. Supporting documentation for proof of payment may be requested.
- c. <u>Subrecipient</u> Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- **d.** Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. <u>Travel Expenditures</u>. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- **f.** Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
- vi. Satisfactorily documented
- vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
 - i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. <u>Federal or State Claims, Excess Payments, Disallowed Costs, Including</u> Interest.
 - i. <u>Subrecipient's Responsibility to Pay.</u> Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. <u>De-obligation of Funds</u>. The Subrecipient agrees that the Department may deobligate unexpended Federal and State funds for grants that are inactive for six months or more.
- **k.** <u>Project Closeout</u>. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- **b.** <u>Documentation of Project Costs</u>. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- **b.** Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- **c.** Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- **d.** <u>Project Closeout</u>. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- **e.** <u>State Auditor Oversight</u>. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- **g.** Parts Inventory. Financial audits must address parts inventory management.

- h. <u>Third Party Loans</u>. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- **a.** No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- **b.** The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

<u>Prohibition on Bonus or Commission Payments</u>

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- **a.** Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, subagreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

a. <u>Use of Project Property</u>. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. <u>Incidental Use</u>. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. <u>Title to Vehicles</u>. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department's designee within 30 days of request.
- g. <u>Encumbrance of Project Property</u>. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) <u>Oral Transactions</u>. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. <u>Alternative Use, Transfer, and Disposition of Project Property</u>. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. <u>Misused or Damaged Project Property</u>. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

k. <u>Responsibilities after Project Closeout</u>. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15.Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- **a.** Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- **b.** Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- **b.** If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof),

the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of <u>2 CFR Parts 200</u> and <u>1201</u>, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(I) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

- a. <u>Record Retention</u>. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- c. <u>Access to Records</u>. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.
- d. <u>Access to the Sites of Performance</u>. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

<u>Federal Changes</u>. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

<u>Civil Rights and Equal Opportunity</u>. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. <u>Nondiscrimination</u>. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

- 3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.
- 4. <u>Disabilities</u>. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

<u>Prompt payment provisions</u>. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

<u>Energy Conservation</u>. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

<u>Lobbying Restrictions</u>. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

- (1) Laws, Regulations, Requirements, and Guidance. This includes:
- (a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,
- (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and
- (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
- (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

<u>Clean Air Act and Federal Water Pollution Control Act</u>. The Subrecipient agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

<u>Public Transportation Employee Protective Arrangements</u>. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

- 1. <u>Sections 5307 and 5339</u>. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- 2. <u>Section 5311</u>. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
- 3. <u>Section 5310</u>. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

<u>Charter Service</u>. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- 1. Federal transit laws, specifically 49 USC § 5323(d);
- 2. FTA regulations, "Charter Service," 49 CFR part 604;
- 3. Any other federal Charter Service regulations; or
- 4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- 3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

<u>School Bus Operations</u>. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- 1. Federal transit laws, specifically 49 USC § 5323(f);
- 2. FTA regulations, "School Bus Operations," 49 CFR part 605;
- 3. Any other Federal School Bus regulations; or
- 4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

- 1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
- 2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

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

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD

Email: Msfreeman1@ncdot.gov

MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550

Physical 4.6. Wilesia step Ct. Des 549. Transportation Building

Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601

Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Aaron Church

Title: County Manager

Agency: Rowan County

Address: 130 West Innes St, Salisbury, NC 28144

Email: Aaron.Church@rowancountync.gov

Phone: 704-216-8185

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

			ROWAN COUNTY
SUBRE	CIPIENT'S FEDERAL TAX ID)	
NUMBE	R:		56-000336
SUBRE	CIPIENT'S FISCAL YEAR EN	ID:	JUNE 30, 2024
		BY:	
		TITLE:	COUNTY MANAGER
ATTEST:			
TITLE:			
			DEPARTMENT OF
			TRANSPORTATION
		BY:	
		TITLE:	DEPUTY SECRETARY FOR
			MULTI-MODAL TRANSPORTATION
ATTEST:			
TITLE:			

Attachment Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.
- (3) The Subrecipient 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subre	ecipient's Authorized Representative:	
Title:	County Manager	
Date:		

PROGRAM SUMMARY SHEET REQUIREMENTS



5311 Rural Formula

FEDERAL

Administration, Operating, Capital, Planning

PRINCIPLE	This guidance is for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000).
ELIGIBLE SUBRECIPIENTS	To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. Starting in FY 2018, these resolutions are updated on a 5-year basis. The resolution is part of the grant application process. North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area. The project number will be identified as YY-11-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.
ELIGIBLE SERVICE and SERVICE AREA	General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and lowincome individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.
FINANCIAL CAPACITY and MANAGEMENT	PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.

PROGRAM SUMMARY SHEET REQUIREMENTS

MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
INCIDENTAL USE	PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.
PROGRAM REPORTING AND	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).
OVERSIGHT	NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).
REFERENCES	Section 5311 Circular - C 9040.1G; Award Management Requirements 5010.1E; 09 NCAC 03M Third Party Contracting Guidance 4220.1F NCDOT's Business Guide Federal Transit Administration Annual Certifications and Assurances and Agreements Additional Terms & Conditions in the agreement State Management Plan PTD 5311 application overview and program material
UPDATES/REVISIONS	Original Date: April 9, 2018 Last Amended Date: December 5, 2018

PROGRAM SUMMARY SHEET REQUIREMENTS

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

- 1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
- 2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators**: **For the Contractor:** "**If Delivered by US Postal Service**" and "**If Delivered by Any Other Means**".
- 3. **Do not date the agreements.** This will be done upon execution by the department.
- 4. **Return 1 copy within thirty (30) days** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2023 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for <u>Public Transportation Program</u> funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by <u>Commissioner Jim Greene</u> and seconded by <u>Commissioner Craig Pierce</u> for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the <u>County Manager</u> of <u>Rowan County</u> is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, <u>Aaron Church, County Manager</u> do hereby certify that the above is a true and correct. The motion was verified from the video of the September 7, 2021 Board of Commissioners meeting. The approved minutes will be submitted to the North Carolina Department of Transportation Public Transportation Division Enterprise Business Services by November 15, 2021.

Signature of Certifying Official

Seal Subscribed and sworn to me

*Note that the authorized official, certifying official, and notary public should be three separate individuals.

(date)	June 24, 2019
Soft all	
Notary Public *	
Siobhan Allen	
	UW Concord, NC 2802
Printed Name and Address	,
My commission expires	
(date)	June 23, 2024

Affix Notary Seal Here

SIOBHAN ALLEN
NOTARY PUBLIC
Cabarus County
North Carolina
My Commission Expires June 23, 2024

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: Justan Mounts, Director, Ro. Co. Veterans Services, West End Plaza, and West End Plaza

Events Center

DATE: August 3, 2022

SUBJECT: Waiver Of West End Plaza Lessee Application Deposit

ATTACHMENTS:

Description Upload Date Type

Current Lessee Application 8/3/2022 Cover Memo

WEST END PLAZA LEASING POLICY

GENERAL POLICY STATEMENT: Rowan County Leases Commercial Space at the West End Plaza for the purpose of maintaining a mix of uses that includes governmental, non-profit and private tenants. The county generally charges market rate and does not intend to undercut the private sector by leasing space below what may be considered below market rate. Summarily, market rates fluctuate, are difficult to determine and may include a prorata share of Common Area Maintenance (CAM) and insurance and taxes in the private sector. Therefore, every lease executed after March 2, 2020 shall include a non-negotiable Government Non-Compete rate of \$2.00 sq. ft. together with a market competitive base rate.

I. Application

- 1. Anyone interested in leasing space at the West End Plaza shall complete an application before being considered for leasing space.
- 2. The application shall be filled out by the tenant individually or by an officer of the entity submitting the application (together with minutes or other corporate documentation of such officer's authority to bind the entity); provided, also, that the application shall include the signature of the "Lease Guarantor". The Lease Guarantor shall be an individual person who is an officer of the entity willing to guaranty the lease payments of the tenant/entity. This shall be applicable to both for profit and nonprofit applicants.
- 3. The Lease Guarantor shall provide their social security number and date of birth, consent in writing to a credit and criminal background check.
- 4. The application fee shall be \$75 and non-refundable.
- 5. For both non-profit and for profit applicants, a 5 year historical financial statement and entity history shall accompany the application. If the entity is a new or start up entity, then a detailed business plan shall accompany the application.
- 6. Applicants shall provide either an insurance binder or a certificate of liability insurance with a minimum of \$1,000,000 of coverage before the Application will be processed. All such policies shall name Rowan County as Additional Insured and shall require notice to Rowan County at least 30 days in advance of the insurer's intent to terminate such coverage.
- 7. Applicants may be required to provide additional information if requested for the purpose of protecting the financial interest of the county.
- 8. The application shall identify the space that the entity is interested in leasing.
- The application shall identify any needed upfits or accommodations that may need to be made as well as identify how and when the accommodation will be made.

II. Processing

- 1. The application shall be processed within 30 days of the completed application.
- 2. The application shall be presented by the County Manager to the Board of Commissioners in Closed Session.
- 3. The credit check, criminal background check, financials, business plan and/or any documents accompanying the application shall remain confidential and will not be a public record unless said records are deemed by a court to be public records.
- 4. The discussion of the applicant in closed session will remain confidential and sealed.

III. Rate

- 1. The rate will include 2 prongs:
 - a. Base Rate: Shall be a square foot rate generally between \$6 and \$12 depending on the space location, condition and access. The board has the right to negotiate in closed session the sq. ft. rate based on several factors including but not limited to, location, condition, size of the space, capital investment by tenant, length of the lease and job development / creation.
 - b. Non-negotiable Government Non-Compete Rate Adjustment of \$2.00 per sq. ft.

IV. Term & Security Deposit

1. The term shall commence with a fully executed Lease Agreement, including Guaranty, and the making of the Security Deposit. The security deposit shall include the annual base rate and non-compete rate adjustment divided by 12.

IV. Board Approval

1. The board shall discuss each proposed lease in closed session and approve in open session.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Melissa Oleen, Director, RPL

DATE: 8/3/2022

SUBJECT: Approve Library to Apply for 2022 Rowan Community Foundation Grant

The *Salisbury Post* has been in its current location since 1922, and the building is now for sale. At this location is the newspaper's archive (more than 30 4-drawer file cabinets). Referred to as the "morgue" by reporters, this archive houses research materials and photographs used by reporters over the past 100+ years.

<u>Salisbury Post Morgue Preservation Project (SPMPP)</u>: The Library will partner with the *Post* to digitize these important historical materials, while ensuring the "Morgue's" preservation, accessibility, and usability. New high-tech equipment has allowed for quality, efficient scanning of documents in an extensive, labor-intensive project. This grant will support the SPMPP.

Approve Rowan Public Library to apply for funding to the Rowan Community Foundation Grant Program.

ATTACHMENTS:

DescriptionUpload DateTypeLibrary Application to 2022 Salisbury-
Rowan Community Foundation Grant
Program8/3/2022Cover Memo

Rowan Public Library

Applicant View

Applicant Summary

Organization Status Search

Please search for your organization's legal name and current status by following these steps:Click on the data entry field that says "Select", and begin typing the organization name in the box that appears. As you type, the list of organizations will narrow, and you can select your organization from the list. Search tip: If your organization's name includes an "and" or "& amp;", try interchanging these if you are having difficulty finding your organization. If your organization is found in the list, please select the name. The current due diligence status will appear - either Due Diligence Complete or Requires Fiscal Sponsor. If your organization does not appear, please select Organization Not Found from the top of the dropdownlist. A status of Due Diligence Required will appear. Note: If you have received a grant from the Foundation in the past but do not find your name, due diligence renewal may be required. The Foundation will begin required due diligence processes once an application is fully submitted.

*Organization legal name / Status: Rowan Public Library - [201 West Fisher Street, Salisbury, NC, 28144] Due Diligence Approval Completed

Organization Information

Please re-enter the organization's legal name below, and enter the current mailing and contact information.

miorinationi	
*Organization legal name:	Rowan Public Library
Organization AKA or DBA name:	
*Mailing address:	201 West Fisher Street
Mailing address line 2:	
*Mailing city:	Salisbury
*Mailing state:	North Carolina
*Mailing county:	Rowan County
*Mailing zip:	28144
*Organization phone:	704-216-8240
Organization web address:	http://www.rowanpubliclibrary.org
Application Contact Information	
*Salutation:	Mr.
*Contact first name:	Paul
*Contact last name:	Birkhead
*Contact title:	Librarian I
*Contact telephone number:	704-216-7737
*Contact email address:	paul.birkhead@rowancountync.gov
*Is the contact person listed above also the executive director of the organization?	No
*Salutation:	Mrs.
*Executive director first name:	Melissa
*Executive director last name:	Oleen

Rowan Public Library

Supplemental Information		
*EIN:	561762134	
*Attach a copy of your organization's current Board of Directors list:	BoardofTrustees2022.pdf	
Project Request Information		
*Project title: (8 word max.)	Salisbury Post Morgue Preservation Project (SPMPP)	
*Total project budget:	\$227,773.00	
*Grant request amount:	\$10,000.00	

Organization Overview

Organization Overview		
*Organization mission:	Inspiring the spirit of exploration and the power of imagination, promoting the joy of reading, and supporting the lifelong pursuit of knowledge for all people.	
*Organization core services: (100 word max.)	RPL provides free access to materials and information to support the interests, education, careers, passions and life pursuits of people of all ages and abilities. Librarians assist users in locating, accessing and using information technology. Free computer and WiFi access is available. Meeting and study rooms are available for students, tutors, and community groups. Outreach programs deliver materials to nursing homes and nutrition sites, as well as language development programs, childcare centers, and RSSS NC Pre-K classrooms. Copy, fax, and scan services are available. These services meet RPL's vision of a knowledgeable, progressive, diverse, and economically vibrant Rowan.	
*Please provide the estimated number of volunteers for your	12 volunteers	
organization (specific to your local unit, if applicable).	As of June 1, 2022, the RPL has four volunteers trained to work specifically on the SPMPP in the Edith M. Clark History Room.	
*Please provide a brief description as to how you engage volunteers to further your mission.	RPL primarily engages volunteers to assist with re-shelving library materials, restocking Friends of RPL on-going book sales, and performing light housekeeping tasks. These duties help maintain a clean and organized library for optimal user experiences. History Room volunteers have prepared a number of specialized indexes and finding aids over the years which have improved access to and use of a number of historical documents and newspapers. Volunteers on the SPMPP are specially trained to prepare and process morgue materials for archival digitization. These scans will result in a one-of-a-kind digital archive researchers, historians and genealogist can access for decades to come.	

Rowan Public Library

COVID19 Impact

*Describe how the COVID-19 economic impacts affect the population you serve and/or your organizations operations. (250 word max.)

As the pandemic has evolved, so has RPL. RPL has remained outbreak and its social, health and operational throughout the pandemic. Continuous service modifications ensured patrons received the services they needed in the safest manner possible. Free 24/7 Wi-Fi access via RPL branches and grounds continued. Staff worked onsite delivering quality curbside services, including materials pick-up and printon-demand pick-up and manning the central line and general email to offer professional reference help. Outside book returns remained open 24/7; due dates were extended and fines waived for all patrons, and use of electronic materials and digital collections increased significantly. Programs moved to virtual formats and are currently a mix of in-person, virtual and hybrid.

> Staff illness, hiring freeze, and the need for staff bubbles to prevent COVID-19 spread led to frequent but temporary shortterm staff. Branches operated with the bare minimum of staff required to open and for security, workflows were streamlined, and all staff were cross-trained to work at all types of service desks and on History Room indexing projects. Staff learned new skills, developing virtual programming. Take away kits became a staple. Self-check kiosk use increased as more patrons wished to avoid close, personal contact. No-touch door levers, faucets, toilets, and hand sanitizer stations were installed. Free masks are available to all library users.

> Today, patrons and staff continue to social distance and mask. The library partners with local and state agencies when possible to provide free personal protective equipment and at-home test kits to patrons. Many patrons continue to prefer outdoor, virtual, or hybrid programming. Take away kits remain a hit with all ages. Curbside service continues to be offered, though its use has decreased.

*As you navigate reopening and innovating, what adaptations will you make in the upcoming year due to COVID-19? (250 word max.)

RPL has remained operational throughout the pandemic and continues to provide services and resources that enable all community members to participate. In FY23, the following modifications will continue:

- Free masks available to library users
- Hanging Plexiglass barriers in place at all service desks
- No-touch hand sanitizing stations located throughout each library branch
- Handwashing station located at Headquarters (users do not have to enter a restroom to wash their hands)
- Automatic faucets and toilets in public restrooms
- No-touch door foot levers on public restroom entrance doors
- Stacks cleaned & disinfected on a cyclical basis
- Regular and repeat cleaning & disinfecting of high touch public surfaces
- Programming offered in a variety of ways to meet a variety of comfort levels: in-person, virtual (synchronous and

Rowan Public Library

	asynchronous) and hybrid. - Select programming held outdoors when weather permits - Curbside library services offered during open hours
*Describe how the COVID-19 pandemic has affected your organization's financials. (250 word max.)	When buildings were closed to the public (April 2020 – September 2021) library revenue from ILL, fax, copier, print services, and overdue fines on physical materials decreased. The library budget for non-benefitted part time staff was significantly reduced in FY20. It was increased in FY22 but is still markedly lower than it was in FY19.

Rowan Public Library

Project Description

*Please choose one investment area that your project will address:	Arts & Culture
*Please choose an Arts & Culture result area (drop down):	New, high-tech equipment has allowed for quality, efficient scanning of documents in an extensive, labor-intensive project. However, adding more personnel hours is key to keeping the project moving forward.—<- If dropdown, no text needed
*Brief project summary: (50 word max.)	The Salisbury Post, has been in its current location since 1922 and the building is now for sale. At this location is the newspaper's archive (over 30 4-drawer file cabinets). Referred to as a 'morgue' by reporters, it houses research materials and photographs used by reporters over the last 100+years (brochures, pictures, clippings, etc.). Digitizing the morgue ensures its organization and preservation, while increasing usability and accessibility, regardless of where newspaper operations may be.
*What is the geographic service area being served, such as neighborhood, county-wide, etc.?	RPL serves all of Rowan County through four physical locations in Salisbury, China Grove, Cleveland, Rockwell, a 24/7 online Ebranch, and mobile outreach to adult meal sites, RSSS NC PreK classrooms, and over twenty child day care centers. Library cards are free. All Rowan-Salisbury School System students are provided a RowanOne digital library card.
*If this grant supports a particular ethnic group, please select the primary ethnic group served. If not, select "Not ethnicity specific".	Not ethnicity specific
*If this grant supports a particular age group, please select the primary age group served. If not, select "Not age specific".	While not age specific, individuals aged 7+ will benefit from this project.

Rowan Public Library

*Describe your project and expenses in detail.(200 word max.)

The goal of the Salisbury Post Morgue Preservation Project (SPMPP) is to preserve morque contents, including 88,000 envelopes of clippings, photographs, brochures, and ephemera unique to Rowan-Salisbury history. Primary objectives are 1) perform archival quality scanning and digitizing of this fragile contextual material; 2) preserve digitized documents as one collection with multiple access points; 3) make the collection easily accessible to Salisbury Post reporters; and 4) provide access at all RPL branches.

Funds for this project fulfill two significant needs:

- 1) Increase staff available to work on the project thereby reducing the amount of time it takes to complete the project. Librarians estimate the project will entail 19.000+ hours of scanning. Based on library staff availability to assist with this project, it would take a minimum of five years to complete without the ability to hire temporary staff to work soley on this project.
- 2) Secure modern scanning equipment to reduce the amount of time it takes to perform an archival quality scan which will allow work to be done more quickly and efficiently. The more scanning stations available for volunteers and staff, the more quickly the project can be completed.

Funds awarded by the Salisbury-Rowan Community Foundation will be used to pay temporary part time SPMPP staff.

*Detail the project timeline. where applicable. (150 word max.)

July 2020. Salisbury Post editor Josh Bergeron contacts RPL Include key milestones and dates, Director Melissa Oleen about preserving the newspaper's morgue. Oleen charges librarians Gretchen Witt and Paul Birkhead to develop a project plan including staffing and equipment needs, project timeline, and workflow logistics. Winter 2022. Records Loan Agreement with Salisbury Newsmedia, LLC executed. Work begins, meetings for potential volunteers offered, potential grant funding sources researched. **Spring 2022**. Blanch and Julian Robertson Family Foundation Grant of \$50,000.00 awarded to assist with equipment and temporary staffing costs. First scanning station purchased. volunteers begin working, temporary positions posted. Summer 2022. Temporary positions hired, additional grant funding sought, Friends of RPL provide a SPMPP donation link: https://www.friendsofrpl.org/support-us

Fall 2022 - December 2023. Digitization in full swing, volunteer/temporary staff recruitment and training continues. December 2023 is target month for project completion.

Rowan Public Library

*What makes your organization unique and effective, as compared with other organizations working in your geographic area with similar populations? What is your organization doing to limit duplication or overlapping services? (200 word max.)

RPL is the only public library system in Rowan County. There are no area archives providing the breadth of resources found in its Edith M. Clark History Room. It is one of the deepest genealogical and local history collections in the Southeast with numerous one-of-a-kind manuscript collections going back to the 1700s.

This project is a natural collaboration with the Salisbury Post with which the library has a long, well-established relationship. For decades, RPL has been the sole repository of the newspaper, including its predecessors. Staff have created indexes to non-digitized issues with researchers donating copies of their own Post indices. Digitizing and providing access to the morgue collection not only expands the History Room's holdings, but by nature of the existing partnership with the Post, also creates an exclusive platform offering researchers and learners access to one-of-a-kind materials.

Results Description

*What results are you committed to achieving during the grant period? What metrics will you use to evaluate whether your project is successful? (100 word max.)	RPL is committed to having morgue contents completely scanned, enhanced, and full-text searchable by December 2023 with a copy of the entire digitized collection provided to the Post. Each library branch will provide public access to it with printing available at a nominal cost. Success will be evaluated upon public access usage and usability by Post reporters. As copyright laws cease to apply to morgue materials, RPL will continue to collaborate with the Post to make morgue content open access via the internet.
*How many participants will you serve?	250,000
*What percentage of participants do you expect to achieve the results (enter a value up to 100% include the percentage sign in your response)?	100%

Rowan Public Library

*Explain how you arrived at the numbers above (50 word max.):	RPL's service population is 140,000. It is projected to have 186,500 visitors in FY23 (current monthly average is 15,500). Online patrons from around the world access RPL's digital resources. The <i>Salisbury Post</i> has seven FT employees who will regularly use the digitized morgue.
*Who is the person or persons who will lead this project? What factors in that leader most predict	Edith M. Clark History Room Supervisor Gretchen Witt and Librarian Paul Birkhead.
success? (100 word max.)	Witt has a Master's Degree in Library Science and 15 years' experience as a librarian and archivist. She has overseen the creation/transfer of several online exhibits.
	Birkhead holds a Master's Degree in Library Science and has over 17 years' experience as a reference librarian. He regularly contributes to and assists Witt with History Room online exhibits and finding aids.
	Both worked on RPL's North Carolina Public Library Directors Association Award-winning project "Through a Soldier's Eyes: Remembering Vietnam." Their combined experience qualifies them to lead this project.
*What have you achieved in the past three years that contributes to your organization's success? (100 word max.)	Witt and Birkhead's collaborations to digitize materials and make them available via the History Room's Omeka site have been successful, a factor that predicts a good outcome for the SPMPP.
	Together, they ensured that the McCubbins Collection, known for extensive genealogical information, was accessible digitally. In 2020, they successfully migrated the digitized Buerbaum Postcard Collection from an older web platform.
	They collaborate well on research projects and presentations, including a presentation on Rowan County and the Spanish Flu prepared for the County Manager and County Directors in June 2020. The presentation has since been made public on YouTube.

Financials and Project Budget

Financials	Financials		
*Please attach your organization's annual budget for the current fiscal year, including income and expenses.	RPL FY2022.pdf (or RPL FY2023.pdf)		
*Please attach your organization's annual budget for the previous year, including income and expenses.	RPL FY2021.pdf (or RPL FY2022.pdf)		
*Net assets of organization (as reported on 990):	Our rep said to leave blank (since we don't file a 990) unless Pam gets a figure from finance.		

Rowan Public Library

*Does your organization conduct an audit?	Yes	
*What is the most recent audit date?	6/30/2021	
Project Budget		
*If you were to receive partial funding, how would this impact your ability to accomplish your goals? (100 word max)	Partial funding would reduce the number of hours temporary staff could be utilized to work on this project potentially pushing completion of the project past our December 2023 goal. The rapidly changing economy and decrease in the number of local newspapers nationwide could impact the stability of the Post's current home and operations. Time is of the essence as these factors could cause the morgue to be damaged, partially destroyed, or completely lost. Full funding of this grant request would provide up to three temporary positions working 14-16 hours per week for three months (approx.600 hours).	
Please open and read the Project I	Budget Instructions before completing the budget template.	
Once you have read the instructions,download the budget template.Complete the template and save it as a PDF file on your computer.Once saved, click the browse button and attach the PDF file to your application. To learn more about converting a file to PDF, click on the Creating PDFs tab on the bottom of your dashboard page.		
*Upload complete project budget	2022SalisburyRowanCommunityFoundationGrantProgramBudgetExpenses.xlsx	

Rowan Public Library

Submittal Page

Certification	
*Do you certify that the executive director and board of directors have approved submittal of this grant request, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be adhered to?	
*Signature of representative requesting grant:	

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: Kannapolis City Schools, Chip Buckwell Interim Director of Operations

DATE: 08/15/2022

SUBJECT: FY22-23 NBPSCF Capital Grant for KCS

Request from Kannapolis City Schools for the Rowan County Commissioners to allow KCS to re-apply for the State Legislature approved FY22-23 NBPSCF Capital Grant. The original application was approved by the Rowan Commissioner for KCS last spring.

The current eligibility and local match criteria can be found https://www.dpi.nc.gov/districts-schools/district-operations/school-planning/capital-funding

ATTACHMENTS:

Description	Upload Date	Type
letter from KCS	8/8/2022	Cover Memo
Grant Application	8/10/2022	Cover Memo



Kannapolis City Schools

100 DENVER STREET KANNAPOLIS, NC 28083-3609 Superintendent kevin.garay@kcs.k12.nc.us

Mr. Kevin T. Garay, M.S.A.

704-938-1131 FAX: 704-938-1137

To: Aaron Church, County Manager James Howden, Finance Director

From: Kevin Garay, Superintendent

Chip Buckwell, Interim Director of Operations

Re: Request for Funding of A. L. Brown Renovation and Additions

Date: August 8, 2022

Approximately 18 months ago, Kannapolis City Schools (KCS) authorized that an A.L. Brown High School campus study be completed by Little Architecture (Charlotte, NC). This resulted in the development of a master plan for the high school. During the spring of 2022, A.L. Brown and KCS staff worked with Little to prioritize improvements (and review costs) that are part of the master plan. The master plan addresses two primary areas of improvement: renovations of the original main building and gym (all between 60-70 years old) and additional commons area and classroom space to absorb current and projected enrollment growth. After a unanimous endorsement by the KCS Board of Education during the February 2022 meeting, KCS requested Rowan County to apply for the North Carolina Department of Public Instruction (DPI) 2021-22 Needs-Based Public School Capital Fund in April of 2022. Unfortunately, we did not receive funding during the 2021-22 application window. However, the state has now opened the window for the 2022-23 school year and we request that Rowan County resubmit an endorsement of our application.

This state fund provides up to \$50 million in renovations for an existing high school. Thus, the application would be for \$50 million for renovations and additions at A.L. Brown High School. As noted on the attached cost summary sheet, the majority of the cost involves the renovation of the 1952 and 1956 (original) A.L. Brown High School buildings, renovations to the 1958 Bullock Gymnasium, and the construction of a new multi-use building that would house a new cafeteria, administration offices and approximately 20 classrooms.

Based upon the NC DPI formula for low-wealth funding for capital grants, the local match that would be required is 15% (\$7,500,000) for Rowan County. Please note, it is our understanding that, if awarded, Rowan County would have the option to not accept the grant and KCS would have no recourse toward Rowan County thereof. Further, it is also our understanding that Cabarrus County has interest in a partnership with Rowan County on funding this request; this agreement would be based upon the percentage of A.L. Brown High School students residing in the two counties (75%-Cabarrus, 25% Rowan). Please note that the Priority #1 column on the attached document is the column that summarizes this funding request. Thank you very much for the consideration of our request.

Needs-Based Public School Capital Fund

2022 Grant Application

Application Deadline: September 1, 2022

Rev. 7/31/2022

NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND

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PROGRAM CRITERIA

Date:	

BACKGROUND

The Needs-Based Public School Capital Fund was established to assist counties with their critical public school building capital needs. Grants from the NBPSCF are funded with revenue from the NC Education Lottery. Grant funds are available to eligible counties for construction of new school buildings and additions, repairs, and renovations of existing school facilities.

APPLICATION TIMELINE

Guidance Issued July 28, 2022
 Application Opens August 1, 2022
 Application Deadline September 1, 2022

ELIGIBILITY

Counties with an adjusted market value of taxable real property of less than \$40 billion are eligible to apply for a grant under the NBPSCF program. The list of eligible counties is published by DPI annually prior to the NBPSCF application period. The list of eligible counties for FY2022-23 is available here: https://www.dpi.nc.gov/media/15318/download

Grant funds must be used only for construction of new school buildings and additions, repairs, and renovations. Grant funds cannot be used for real property acquisition or for capital improvements to administrative buildings.

PROGRAM FUNDING

Funding available for NBPSCF Grant awards totals approximately \$296 million for FY2022-23.

MATCHING FUNDS

Counties receiving a grant are required to provide local matching funds from county funds, other non-state funds, or a combination of these sources, in accordance with G.S. 115C-546.11. Local matching fund requirements range from 0% to 35% of the grant amount, and are published by DPI annually prior to the NBPSCF application period. The local match requirement applicable to the project is the published local match requirement in effect at the time of the grant award. Local matching requirements for FY2022-23 grant applicants are available here: https://www.dpi.nc.gov/media/15318/download



NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND

2022	GRAN	T ADDI	ICATION
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PROGRAM CRITERIA

MAXIMUM AWARD

Grant award maximums are as follows:

- Up to \$30 million for an Elementary School
- Up to \$40 million for a Middle School
- Up to \$50 million for a High School

An applicant may not apply for projects that exceed an aggregate amount greater than the maximum grant award amounts listed above in any single year.

Applications will be reviewed in the context of projected enrollment to evaluate the reasonableness of project size and scope.

REPORTING

Grant recipients are required to submit a report by April 1 of each year, with each grant funds distribution request, and upon completion of the project, detailing: the use of grant funds, progress on the project, and impact of the project on the county's school capital plan.

Grant funds will be disbursed in a series of payments based on the progress of the project. To receive a distribution, the grant recipient must submit a request for distribution, along with documentation of the expenditures for which the distribution is requested, and evidence that the matching requirement has been met. DPI will provide grant recipients with Reporting and Distribution Request forms following announcement of awards.

AGREEMENT

A county receiving Needs-Based grant funds is required to enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12. DPI will provide grant recipients with Agreement Forms following announcement of awards. Signed Agreements are due within 60 days of award announcement.



2022	CD	TIA	ADDI	ICAT	JON
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PROGRAM CRITERIA

EVALUATION

Applications are evaluated on critical needs, budget detail, and the following criteria per G.S. 115C-546.10:

Prioritization	Definition/Calculation/Data Source
Prior Recipient	Counties previously awarded grant funds from the NBPSCF that have not yet started construction of the project may apply to increase the grant award. [SL 2021-180, 4.4.(b)]
Tier Designation	Counties designated as development tier one areas.
Ability to Generate Tax	Total revenue generated by a one-cent per \$100 valuation increase in the county property tax rate.
Revenue	(NC State Treasurer, Analysis of Debt of North Carolina Counties 6-30-2021)
Ratio of Debt to Tax Revenue	<u>Debt</u> : Sum of County Debt from [General Obligation Bonds, Installment Purchase Debt, Special Obligation Bonds, QZABs and QSCBs, Certificates of Participation]
	(NC State Treasurer, Analysis of Debt of North Carolina Counties 6-30-2021)
	Revenue: Sum of County Revenues from Property Taxes, Other Taxes, and Sales Tax, FY 2020-21
	(NC DOR, Statistical Abstract of North Carolina Taxes 2021, Advance Edition)
Critical Deficiency	The extent to which a project will address critical deficiencies in adequately serving the current and future student population.
Facility Construction	Projects with new construction or complete renovation of existing facilities.
Facility Replacement	Projects that will consolidate two or more schools into one new facility.
Applicant Status	Counties that have not received a grant in the previous three years.

NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND

2022 GRANT APPLICATION

CONTACT INFORMATION

SUBMIT ONE APPLICATION PER SCHOOL CAMPUS - A PROJECT MAY INCLUDE MULTIPLE BUILDINGS

County:		
Primary Contact:		
Title:		
Address:		
Phone:		
email:		
· · · · · · · · · · · · · · · · · · ·		
School Unit:		
Primary Contact:		
Title:		
Address:		
Phone:		
email:		

APPLICATION SUBMITTAL

Submit completed applications and supporting materials by Thursday, September 1, 2022, via email to:

Nathan Maune | School Planning Section Chief | 984-236-2919 | nathan.maune@dpi.nc.gov

SUBMITTAL CHECKLIST – SUBMIT ALL FILES IN PDF FORMAT

- Contact Information
- Application Form
- Project Narrative
- Budget Estimate
- Additional Documentation (as appropriate)
- Signed Assurance Page



NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND

2022 GRANT APPLICATION

PROJECT INFORMATION	Date:	
Project Title:		
Location:		
Type of Facility:		
Short Description of Proposed School Construction Project:		
Describe the critical need this project addresses and the impact	on student outcomes:	
(please attach additional information as necessary)		

There are multiple critical needs the project will address:

- 1. Growth, the student population is growing and will continue to grow. There are over 1500 new housing spaces approved in our school district for the City of Kannapolis. Currently even with the increase in interest rates Kannapolis is experiencing the largest amount of growth in 40 years. A. L. Brown high school is out of classroom space.
- 2. The City of Kannapolis is experiencing a revitalization that is unprecedented, creating opportunities for students in career courses.
- 3. The school needs to be able to accommodate 2000+ students with 2200 being the goal.
- 4. The new addition would provide 22 new classrooms
- 5. For the 1952 building the classroom space is very small and accommodating 25-30 students in one of these classrooms is not conducive to learning nor classroom management. The renovation would take 3 classrooms and make 2 larger classrooms.
- 6. Given what we have learned from the pandemic, improved indoor air quality and proper distancing is essential to a safe and more engaging classroom.
- 7. The current kitchen and dining spaces are too small for the current student population. There are currently 4 lunches and there is little to no place for expansion of the lunch experience to accommodate outside eating areas that are secure from a 4 lane road.
- 8. The current kitchen and dining space would then be retrofitted for the arts that have become a large part of student life at A. L. Brown.
- 9. The Kannapolis City Schools and A. L. Brown are providing an unprecedented number of quality career development classes and credentialing opportunities for our students. This addition would allow us to further expand these offerings in collaboration with Rowan Cabarrus Community College.
- 10. While number 10 on this list is campus access, control of access has been a major concern for the community and the district for 50 years. Hardening the exterior access of the buildings makes the campus more secure. Connectings building per the study findings and gated access along with providing mid-campus school community areas are critical to the school of today and would be implemented with the funding of this project.

Student outcomes and safety would be impacted greatly by this project. The Kannapolis City Schools are working tirelessly with the Counties of Rowan and Cabarrus to fund this vital renovation. We can accomplish with \$65 million dollars (including the local match) what you could not duplicate with \$150 million dollars.

A copy of the campus study is attached to the application.

NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND

2022 GRANT APPLICATION

PROJECT INFORMATION	Date:		
Has this project received a previous NBPSCF grant? If YES, provide date and dollar amount of previous award(s):		NO	
Was this project identified in the 5-year plan in the 2020-21 Facility Needs So	urvey? YES	NO	
If not, provide explanation and attach equivalent information:			
Will this project replace any existing facilities? If YES, which school(s):	YES	NO	
How many students will be served by this project?			
Has Advanced Planning been done for this project?	YES	NO	
Have Construction Documents been completed for this project?		NO	
Anticipated or Actual Bid Date:			
Estimated Start Date of Construction:			
Estimated Completion Date of Construction:			

NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND

2022 GRANT APPLICATION

PROJECT BUDGET			Date:		
Total NBPSCF Grant Minimum NBPSCF G					
Estimated Project	Costs	Local (non-State)	NBPSCF Grant	Funds	Total
Pla	inning \$_		\$	\$	
Constr	uction \$_		\$	\$	
Other (Costs* \$_		\$	\$	
	Total \$_		\$	\$	
•	rials testing, site	as 'owner's direct cos utilities, geotechnical ng Funds:			
Have any of the Loc If YES, provide amou	unt expended: ription of work:				
Estimated Project Ex	2021-22	iscai Year (snow estir	nated period over whi	2024-25	by Fiscal Year)
าบเสเ	2021-22			2024-25	

Total	2021-22			2024-25	
Expenditures	or earlier	2022-23	2023-24	or later	Total
Local Match					
(Non-State					
Funds)	\$	\$	\$	\$	\$
Requested					
NBPSCF					
Grant Funds*	\$	\$	\$	\$	\$
Total Estimated					
Expenditures by					
Fiscal Year	\$	\$	\$	\$	\$

^{*}Total requested grant funding cannot exceed maximum allowed under G.S. 115C-546.11(c) .



NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND

2022 GRANT APPLICATION

ADDITIONAL DOCUMENTATION

|--|

Any project funded with a grant from the Needs-Based Public School Capital Fund must follow the same review process as any other LEA capital project.

- A registered Architect and/or registered Engineer shall prepare the drawings and specifications in accordance with G.S. 133-1 through 133-4.1, as applicable.
- School Planning design review is required. Design documents must be submitted at appropriate
 intervals during design SD, DD, and CD. Neither the LEA nor the County shall invest any funds in
 construction of the project until the review process is completed.
- Transmittal of drawings and specifications to School Planning must include the form at: https://www.dpi.nc.gov/media/581/download
- Design of the project should be in compliance with DPI School Planning Guidelines: https://www.dpi.nc.gov/districts-schools/district-operations/school-planning
- DPI Facility Design Guidelines can be found at: https://www.dpi.nc.gov/media/569/download
- DPI School Science Facility Requirements can be found at: https://www.dpi.nc.gov/media/570/download
 https://www.dpi.nc.gov/media/571/download
- For projects involving the closing of an existing school, the LEA must follow these procedures: https://www.dpi.nc.gov/media/13311/download
- For projects involving the demolition of an existing school building, the LEA must follow the closing procedure noted above and must submit a Feasibility and Cost Analysis: https://www.dpi.nc.gov/media/544/download

NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND 2021 GRANT APPLICATION

ASSURANCE PAGE Date: 8-08-22

By signing below, we assure the North Carolina Department of Public Instruction that we are officials of our respective organizations and we are authorized to submit this application on behalf of these organizations.

We certify the following:

- The information provided in this proposal is correct and complete.
- The project described in the application is within the parameters of the Needs-Based Public SchoolCapital Fund as required in Article 38B of G.S. 115C-546, and that all of the required local funding is available and designated as a match for this project.
- · All Needs-Based Public School Capital Fund grant proceeds and the required Local Matching funds will be used for the construction project described in the application.
- · We will work cooperatively with the North Carolina Department of Public Instruction in monitoring and evaluating the progress of the project to meet statutory reporting requirements. We will report on project status and State and local funds expended by April 1 of each year, at the time of each distribution request, and within 90 days of project completion.
- · Upon receiving a Needs-Based Public School Capital Fund grant award, we will enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12.
- · All applicable federal and state laws will be adhered to, including promotion of equal opportunity without regard to race, color, religion, gender, age, disability, political affiliation, or national origin.
- · Generally accepted fiscal control and accounting procedures will be followed to ensure proper disbursement and accounting of funds from the Needs-Based Public School Capital Fund grant proceeds and required Local Matching funds.

(Signature – Chair, County Commissioners) (Date)

(Signature – Chair, Board of Education) (Date)





AL BROWN HS CAMPUS STUDY

September 29, 2021









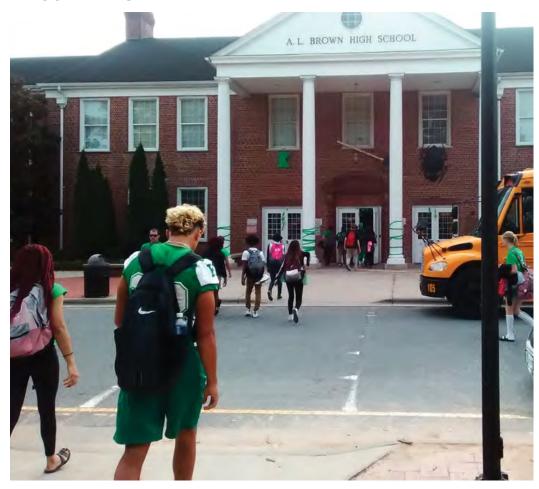








CONTENTS







- **4** ACKNOWLEDGMENTS
- **6** EXECUTIVE SUMMARY
- 7 INTRODUCTION
- 8 Design Methodology
- 10 Vision
- 18 Discover
- 22 Create
- **40** APPENDIX
- Vision: Vision Meeting GroupMap Exercise
- 81 Discover: Campus History
- 88 Discover: Existing Conditions Plans
- 104 Discover: Existing Conditions Site
- 118 Discover: Existing Conditions Architectural
- 131 Discover: Existing Conditions Electrical
- 134 Discover: Existing Conditions HVAC
- 137 Discover: Existing Conditions Plumbing
- 140 Discover: Existing Conditions Structural
- 143 Discover: Existing Conditions Code Analysis
- 147 Discover: Focus Group Summaries
- 159 Discover: Space Program
- 162 Create: Planning Study Options



ACKNOWLEDGEMENTS



ACKNOWLEDGEMENTS

THIS REPORT WAS PRODUCED FOR A.L. BROWN AS A RESULT OF THE CAMPUS STUDY EFFORTS.
WE THANK THOSE INDIVIDUALS THAT HAVE CONTRIBUTED TIME, INTEREST AND EXPERIENCE IN SHAPING A SUCCESSFUL PLAN.

A.L. BROWN VISION & CREATE COMMITTEE

Anita Parker Kevin Clark Angelo Dellisanti Mauricio Restrepo Kevin Garay Will Crabtree Chip Buckwell Board of Directors
Board of Directors
Principal
Assistant Principal
Superintendent
Dir. of Business Operation
Superintendent, Retired

TEACHERS, STAFF AND STUDENTS

Katie Furr	English
	English
Jacob Wilkerson	English
Jennifer Linn	English
Bree Stillings	World Languages
Aidy-Marie Schneider	World Languages
Adela Reci-Orellana	World Languages
John Leach	ROTC
Zach Erwin	Social Studies
Sean Pitchford	Social Studies
Sherry Elvington	Social Studies
Shane Dagenhart	Social Studies
Lisa Emerson	Math
Evelyn Carrasquillo	Math
Susan Drye	Math
Zaria Franklin	Arts
Jordan Correll	Arts
Nathan Sayles	Arts
Brent Messenger	Arts
William Stroud	Arts
Mauricio Restrepo	Assistant Principal
Garrett Cooperman	Assistant Principal
Sara Newell	Assistant Principal
David Young	Business Education
Johan Freeland	Business Education
Hannah Laukaitis	Business Education
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Barry Merrit	PE/Athletics
Empsy Thompson	PE/Athletics
Haley Campbell	PE/Athletics
Karen Raboin	PE/Athletics
Garrett Deal	PE/Athletics
Keri Cauble	PE/Athletics
Ashley Almond	CTE
Tyler Williams	CTE
Caniece Hicks	Student
Niya Kerr	Student
Scott Aldridge	Exceptional Children
Debbie Benfield	Exceptional Children
Traci Anderson	Exceptional Children
Yolanda Stanback	Exceptional Children
Ramona Stanback	Exceptional Children
Michael Blum	Exceptional Children
Angela Clowney	Exceptional Children
Anne Treanor	Food Service
Katie Bogle	Media Center
Susan Monteith	Media Center
Stacy Giaccone	Technology
Heather Edmonston	Technology
Officer Harper	SRO
Beryl Torrence	Transportation

LITTLE DESIGN TEAM

Tom Balke	AIA, LEED AP.
Tomas Eliaeson	AIA, LEED AP.
Mark Bostain	RA
Frank DeBolt	AIA, LEED AP.
Alaa Bou Ghanem	AIA, LEED AP.
Mike Copeland	ASLA, CNU-A
Casey Cline	PLA, ASLA, LEED
David Powlen	RLA, CLARB, LEED AP
Ken Shapley	P.E. Mechanical
Carlos Nieves	P.E. Mechanical, CEM
Eddie Voyzey	P.E. Plumbing
Stephen Robey	P.E. Electrical
Lee Brooks	P.E. Electrical

THIS REPORT IS SUBMITTED BY:

Little
615 South College Street
Suite 1600
Charlotte, North Carolina 28202
704.525.6350







EXECUTIVE SUMMARY

INTRODUCTION

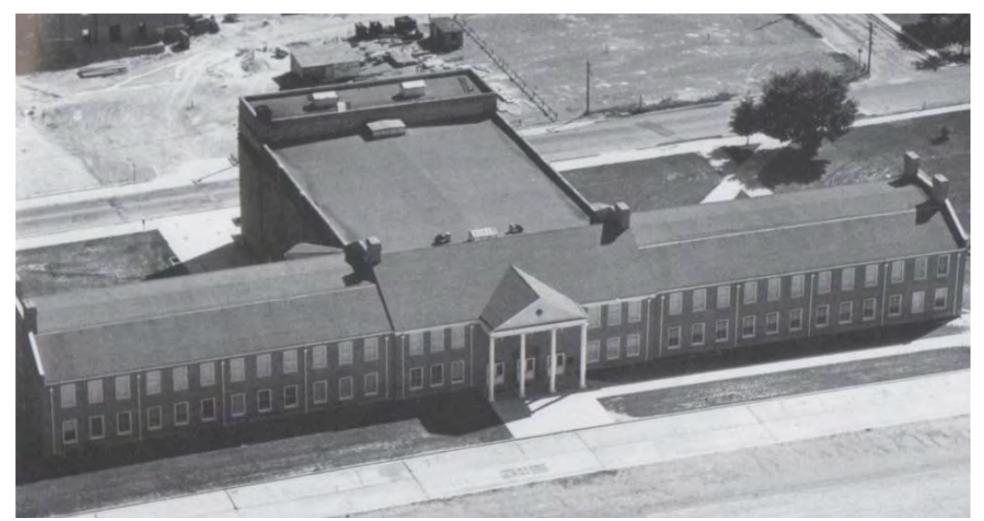




During the expansion of the Cannon Mills Corporation during the 1920s, James William Cannon donated a piece of land just east of the town for a school. Central High School would be built in 1924, about the same time, a new Concord High School opened. Later in 1930, Central High School was renamed J. W. Cannon High School, in honor of James William Cannon. In 1933, the school burned down, and was rebuilt in 1934. In 1951, the school was renamed A. L. Brown High School, and the school moved to a new building southeast of the old facility. The former building was converted into a junior high school, under the name Cannon Junior High School.

Today, the school serves over 1600 students in grades 9 through 12 with an expected growth in the near future of 500 students.

The purpose of this Campus Study is to provide a master plan, based on program and facility needs, that will allow A.L. Brown to fulfill its mission as it continues to grow over the next decade.



DESIGN METHODOLOGY



DESIGN METHODOLOGY

The Design Methodology is characterized by intense collaboration between each design discipline, our client and users, from project inception through occupancy. As a multi-disciplinary firm, Little levereages each of our design disciplines to maximize the potential of every project. We fuse our diverse knowledge with that of our client to create solutions that measurably improve the performance of the people and organizations we serve.

The Design Methoodology implements five phases of design thinking - Vision, Discover, Create, Execute, and Evaluate. The focus of these phases is noted in the graphic below. The team went step-by-step through each phase of design and applied this process to the AL Brown HS Campus Study.

01

VISION



March 2021

Identify the Challenge



- Project Kickoff Meeting
- Establish Team
- Visioning Session
- Establish Goals

02



March thru May 2021

Gain Insight



- Existing Conditions
- Site Analysis
- Building Analysis
- Focus Group Meetings
- Program Assessment
- Observation

03

CREATE

June thru July 2021

Find an Optimal Solution



- · Discovery Download
- Design Charrettes
- Planning Strategies

04



August thru September 2021

Implement the Solution



- Final Master Plan
- Cost Projections
- Phasing Strategies
- Timeline Projection

05



Measure & Improve



- Master Plan Presentation
- Owner/Community Evaluation





VISION





VISION

In these intensive visioning sessions, key members of Little's Project Team worked directly with the A.L. Brown High School team to clarify known Goals and Objectives for the project. We probed deeply to uncover hidden opportunities to create even greater value for A.L. Brown. This collaborative goal setting ensures a common understanding from the inception of the project and establishes the foundation for how A.L. Brown and Little will measure success.

CLIENT INTERVIEW TO DEFINE THE GOALS AND OBJECTIVES OF THE PROJECT

This meeting was a purposeful, yet fun, exciting and unique experience.

It includes key stakeholders from the A.L. Brown team and the project leaders from the design team, including consultants.

The session was facilitated via Zoom and using a Group Map to track real time responses.

During this meeting, we asked A.L. Brown probing questions such as:

- Why are you implementing this project?
- What outcome or result are you trying to achieve?
- What must happen for this project to be considered a success?
- Name some key elements of success for students, faculty, and the community.
- How do you want this project to be viewed by the community?
- What descriptive words define you, your school, community, this project?
- What would you like to achieve that might be difficult or impossible?
- Are there examples of spaces/other facilities that come to mind when you vision this project?
- What types of spaces do you need to fulfill your curriculum? Why?
- How strong is your need to have flexible spaces (adaptable, reconfigurable, tech-infused...)?
- What are your technology requirements? Desires?
- In what ways can the school environment contribute to learning?
- Describe some new teaching concepts / trends that this project could facilitate.
- Safety
- Traffic
- Access and Flow
- Parking
- Athletics
- How do you see 'sustainability' (green design) being incorporated into this project?
- Do you have specific energy goals for this project?
- Is there one specific vision or goal that you believe is most important for this project?
- Are there any other thoughts, comments or questions that you would like to share?



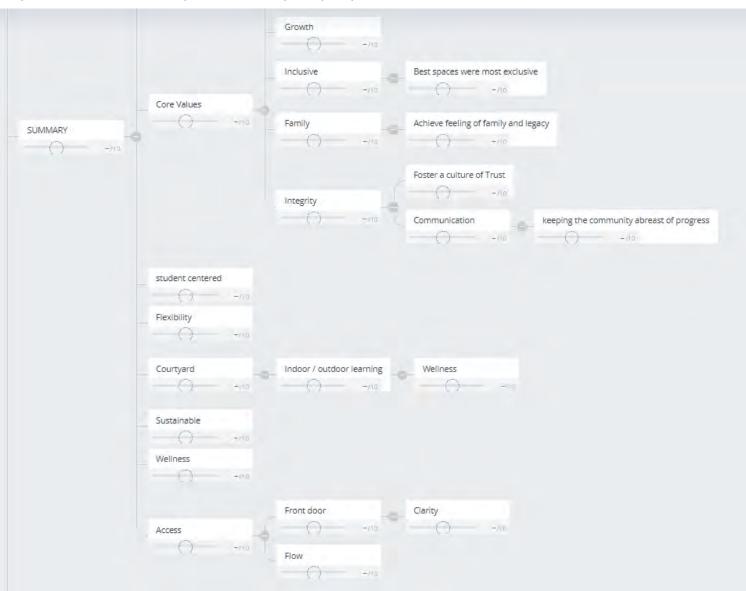
Image from the Virtual Visioning session utilizing Group Map.

MARCH 23, 2021

In the intensive project "kick-off", key members of Little's project team worked with A.L. Brown to identify and clarify goals and objectives for the campus study. This session involved brainstorming as many possibilities, ideas, and goals from a variety of stakeholders. Collaborative goal setting ensured a common understanding from the inception of the project and established the foundation for how the success of the master plan would be measured. These ideas were grouped into a series of shared categories. Since the meeting, Vision meetings were virtual, the team utilized GroupMap as a tool for creating and prioritizing goals. The following words were the primary key vision and goal descriptors that came out of this meeting.

- 1. Safety
- 2. Modern
- 3. Traditional
- 4. Opportunities
- 5. Collaboration
- 6. Efficiency
- 7. Growth
- 8. Inclusive
- 9. Family
- 10. Integrity
- 11. Courtyard
- 12. Flexibility
- 13. Sustainable Wellness
- 14. Resiliency
- 15. Access

Image from the Virtual Visioning session utilizing Group Map.









Attendees:

A.L. Brown/KCS
Chip Buckwell
Mauricio Restrepo
Anita Parker
Kevin Clark
Angelo Dellisanti

Little

Frank DeBolt
Tomas Eliaeson
Tom Balke
Stephen Robey
Carlos Nieves
Mark Bostian
Mike Copeland
Alaa Bou Ghanem

Meeting Notes and Conversation

- 1. Group Map and Exercise Discussion
 - a. Being proactive instead of reactive
 - b. Necessity

Kevin Garay

Will Crabtree

- i. Unusable building... cannon gym (1932)
- c. Campus rich with tradition
 - i. Needs modern amenities
- 2. What outcomes are you trying to achieve?
 - a. More capacity for growth
 - b. 2200 students
 - c. Flow within buildings
 - d. Can people transition easily between buildings?
 - e. Can people flow ... corridors
 - f. Bottlenecks exist... choke points in hallways
 - g. Where the cafeteria is with relationship to everything else is not an effective location
 - h. Keep students safe
 - i. Access to dining
 - j. Most academic classes are in the 1952 building
 - i. Funneling most students into the least accommodating part of campus
- 3. Actual spacing between people.
- 4. Center portion of 1952 building needs reconfiguration for modern learning environments.
- 5. Hallways at the STEM building are better
 - a. Wider and more light
- 6. Curves and corners in 1952 break the line of sight
- 7. Places to provide collaborative thinking
 - a. Extra areas in the hallways
 - b. Collaboration is needed outside of structured class time
 - c. Collaborative spaces need to be very flexible
 - d. What resources do we add to flex space?
 - i. Flexible equipment

- ii. Flexible and garage doors are not what AL Brown desires
- iii. AL Brown needssmaller flex spaces with flexible technology
- 8. Technology Desires
 - a. Bring building up to code
 - i. 4 outlets in entire class (not enough outlets currently)
 - ii. Add ethernet drops across buildings
 - iii. WIFI exists across campus
 - iv. Switching to TV instead of overhead projector
 - b. Students print from media center... not from chrome books
 - c. Power
- 9. Courtyard needs to become functional
 - a. Bring power to the courtyard
 - b. Standing in the middle of courtyard and being able to access wifi and power
 - i. Maybe hold a class in courtyard with full technology
- 10. Project based learning
- 11. Problem based learning
- 12. Combining class disciplines:
 - a. biology and animal science
 - b. math and physics
- 13. Bigger classrooms to be able to combine classrooms
- 14. TVs on mobile carts to be moved around
 - a. Not recommended too expensive
 - b. Taking space from the room that is currently lacking
- 15. Pairing Classroom Pairing curriculum Pairing teacher
- 16. Meeting students at the needs of the world
 - a. Concepts of applied knowledge
- 17. Learning spaces are accelerators not the main education drivers
 - a. The teacher is the main education driver
- 18. Traffic
 - a. AL Brown is open to a fundamental change in traffic patters
 - b. What is the best flow that we can have in terms of traffic
- 19. Where should the front of the campus be?
 - a. Consolidate parent and student drop off
 - b. Streamline traffic flow away from busses
 - c. Chip likes the LITTLE idea presented in the book at the interview
 - d. They like Main entrance off Rose Ave.



- 20. Cafeteria more like a mall are (food court)
 - a. When not used for food it can be used as multipurpose space
 - b. After school becomes an event area
 - c. A mini student union building facing Rose Ave. to solidify the entrance
 - d. Make the courtyard a serene area that is protected
- 21. We have permission to replace tennis courts
 - a. Move off Al Brown campus
 - b. Can the Cannon gym be a new front admin space?
- 22. Having a lot of movement from 1952 building to remote cafeteria is concerning
 - a. A covered connection might help
- 23. Need a more sophisticated method to lock campus. (lock doors)
- 24. Use of high quality (aesthetically pleasing) fence system around campus or portion of campus
 - a. Maybe fence off interior courtyard.
 - b. Hard perimeter around courtyard (for people, not just vehicle)
 - i. A gate that impedes foot traffic
 - ii. Key people can open and close the gate with a button
- 25. Will is not a fan of students having access cards
 - a. Students have to move through an admin space to move in and out of gated area
- 26. Where is the main security team location point?
- 27. Can we do a key card system that is linked to the student's schedule that allows them to enter buildings based on their schedule?
- 28. Wellness and Sustainability
 - a. KCS have done some LEED projects in the past (silver/goals)
 - b. Sustainability is not the driver of the design
 - c. Interested in exploring suitability if not too expensive
 - d. How can sustainability be used to teach students?
- i. If we are going to place sustainable strategies in the building, we want to be able to use it to teach students
 - e. Will doesn't have an EUI goal
 - f. All lights changed to LED (we have already done a lot of what we can do to address sustainability)(Will)
- 29. Athletics
 - a. A field house to service football/baseball
 - b. Bottom floor of the Bullock Gym wasted space
 - c. Rework hill and fence at Bullock Gym that leads down to the fields
 - d. Clean up the way the fieldhouse integrates with the fields
- 30. Board is concerned about having class spaces at the east side of the stadium
- 31. ADA issues at the baseball field need to be fixed.

32. Extracurricular

- a. Options for 500 Kids meeting (other than the K-PAC)
- b. Big meetings are forced to be in the K-PAC
- c. K-PAC is so big that feels empty with 500 people
- d. Create a space that feels cozy for 500 occupants
- e. A dining hall sized appropriately can fill this need.

33. Press box not centered on field

- a. Needs to be updated
- b. Currently 3 story
- c. Make 1st level usable concessions
- d. Level 2 broadcasting
- e. Level 3 coach videotaping
- f. Integrate cupola with press box

Key Vision and Goal Descriptors:

- 1. Safety
- 2. Modern
- 3. Traditional
- 4. Opportunities
- 5. Collaboration
- 6. Efficiency
- 7. Growth
- 8. Inclusive
- 9. Family
- 10. Integrity
- 11. Courtyard
- 12. Flexibility
- 13. Sustainable Wellness
- 14. Resiliency
- 15. Access



MARCH 30, 2021

For the second Vision meeting, the team reviewed the key vision and goal descriptors and crafted a Vision Statement for the project. The Vision statement serves as a guide for decision making as the master plan evolves.

Attendees:

A.L. Brown/KCS

Chip Buckwell Will Crabtree Anita Parker

Angelo Delloisanti Mauricio Restrepo Kevin Garay

Little

Tom Balke Alaa Bou Ghanem Frank DeBolt Stephen Robey Tomas Eliaeson

Carlos Nieves Mike Copeland Ken Shappley

Meeting Notes And Conversation

ReCAP

Summary of previous session GroupMap breakdown and rating summary

More functional new cafeteria (with removal of existing cafeteria)

Existing dining can become the small auditorium or flex space.

Angelo wants 1 cafeteria

Current staging area will be redone completely

Is repurposing the existing dining an option?

ROTC space (indoor drill)

Discussion of vision statement.

Vision Statement 1:

The renovated AL Brown HS Campus will continue the legacy of its rich history while modernizing learning environments to support student centered growth and prepare them for tomorrow's collaborative, creative, innovative and uncertain world. Core Values of Inclusivity, Integrity, Family, Tradition, Wellness, and Growth will be manifested in the Campus' physical environments and experiential opportunities for all students.

The 5 core values: wellness is added

Distinguish school values from other added values that are driving the project

Increasing safety of campus

Be clear to community about safety and campus openness

Dynamic campus - ability to adapt to new learning

Spaces available for multiplicity of activities

Evolving Campus -

The community is going to want to know why we are making certain decisions

Put wellness somewhere else. (not in visioning statement)

KCS mission statement – shorten it and make it precise

To create an environment that ensures safety community equity and growth

Stay positive in the text

Visioning Statement 2:

A modern learning environment with respect to the traditional campus that through collaboration focuses on the school's core values (Tradition, Growth, Inclusivity, Integrity and Family) to provide students opportunities for growth by creating a safe, efficient, flexible, and sustainable campus.

Statement 1 is perceived better.

Big topics of the quad

Maintenance of the quad

Turfing the space

Keeping the trees

Mud after rain (current conditions)

Trees as monuments and pillars that need to be preserved

Trees cause some problems

But they add aesthetic value

Maybe remove trees and add smaller trees

Having shade in the quad is more important than the trees themselves

Find a tree that roots don't grow above ground and has bigger trees

Manageable from a maintenance perspective

Maintain vegetation (look of campus is similar to a small college)

Tree removal for safety (camera locations and surveillance coverage)

Tree removal for the safety lighting

Add quad shades

Current problem: big trees cover sun and you cant grow grass.

Are trees inspected by arborist?

No arborist on staff

Trees haven't been inspected in a while

Will not against using a different type of vegetation in quad

Program the quad in terms of function and see how that effects existing trees

Usability of the quad is important for determining turf vs trees.

Eagle Scout project

Memorial for KCS staff and students that have passed away while a KCS member

Needs to remain in place (out in the quad)

Names on brick of people that passed away

Located in North west quadrant of the quad

Can this project move location?

Work Supposed to start 03/30/2021 - location is determined



Quad is concrete in the middle

Lined in brick by students (class of 1989)

Needs to stay - can be fixed

Markers need to stay

If reused: need to reuse marker elements

K to be placed in center of quad

Reconfigure sidewalk (they don't make sense)

The current walkways don't make a K

Connect music building to art building... how does the quad play a role in that connection.

K needs to be the center of the quad – even if that means it moves a little bit.

Fencing around the facility

Will be expensive

Aluminum rods (posts in between) NOT GOOD

Work on hardening the entry and exits along Rose Ave. and First Street before resorting to fence

Commissioners do not support fencing the entire campus.

Contain movement between buildings and quad Classic fencing to protect areas between buildings, quad

Wall brick fencing at baseball field as an example

Compromising the quality of the fencing will have negative consequences

Losing A.L. Brown Drive

Keep connections off of Denver

Maintain fire access

The quad can become "everything"

Nice to get rid of the roads

Redefine roads as a pedestrian road

Discussion of CREATE phase.

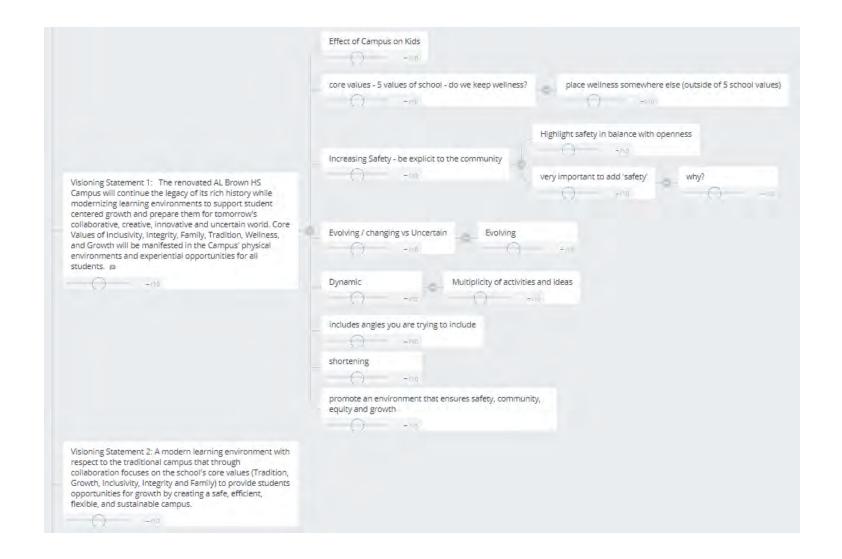
Adding building and fencing strategies

Corner between aux gym and parking is a bottleneck that needs attention.

1700 - 2200 Students

Explicitly - we need more classrooms

Image from the Virtual Visioning session utilizing Group Map.





As a result of the Vision sessions, the team developed the following Vision Statement:

The renovated AL Brown HS Campus will continue the legacy of its rich history while modernizing learning environments to support student-centered growth and prepare them for tomorrow's collaborative, creative, innovative, and evolving world. Core Values of Inclusivity, Integrity, Equity, Tradition, and Growth will be manifested in the Campus' physical environments and experiential opportunities for all students while balancing safety with openness.













SUMMARY





AL Brown is deeply rooted in their long and rich history. Not just the history of the campus, but how the school has evolved hand-in-hand with the City of Kannapolis. The Vision team expressed the deep desire to maintain this history, reflect on their past, and look forward to the future. To look to the future demands that AL Brown implement 21st century learning and embrace we are part of a global society. Yet in doing so, do not forget what has been learned from the past. As part of the Discover process, the design team reflected on the history of AL Brown High School to understand the growth of the campus over time. In the Appendix, expansion of the campus history can be found on pages 80-84.

EXISTING CONDITIONS - PLANS

An important part of the analysis includes understanding how every space of the existing buildings is utilized as well as the sizes (square footage) of each space. Spatial adjacencies are also important to understand for interdisciplinary and transdisciplinary learning, and practical considerations such as travel time for students between classes. In the Appendix, floor plans and space sizes can be found for every building on pages 87-101.

EXISTING CONDITIONS - SITE

Understanding the limitations and the opportunity of the existing site conditions inform us how the campus can, and cannot, grow. The Land Planning team analyzed zoning, environmental, utility, land development standards, permit/plan review process, accessibility, landscape and drainage, the quad, and general analysis. In the Appendix, the site analysis can be found on pages 103-115.

EXISTING CONDITIONS - ARCHITECTURAL

To consider a master plan for AL Brown's future, understanding the conditions of some of the older buildings and their ability to be reused, the design team took a deep dive in understanding these existing buildings. The focus of this assessment included the 1952 classroom building, the 1958 Bullock Gym, and the Music Building. In the Appendix, the assessment can be found on pages 117-128.

EXISTING CONDITIONS - ELECTRICAL

To consider a master plan for AL Brown's future, understanding the conditions of some of the older buildings and their ability to be reused, the design team took a deep dive in understanding these existing buildings. The focus of this assessment included the 1952 classroom building, the 1958 Bullock Gym, and the Music Building. In the Appendix, the assessment can be found on pages 130-131.

EXISTING CONDITIONS - HVAC

To consider a master plan for AL Brown's future, understanding the conditions of some of the older buildings and their ability to be reused, the design team took a deep dive in understanding these existing buildings. The focus of this assessment included the 1952 classroom building, the 1958 Bullock Gym, and the Music Building. In the Appendix, the assessment can be found on pages 133-134.

EXISTING CONDITIONS - STRUCTURAL

To consider a master plan for AL Brown's future, understanding the conditions of some of the older buildings and their ability to be reused, the design team took a deep dive in understanding these existing buildings. The focus of this assessment included the 1952 classroom building, the 1958 Bullock Gym, and the Music Building. In the Appendix, the assessment can be found on pages 139-140.

CODE ANALYSIS

To consider a master plan for AL Brown's future, understanding the conditions of some of the older buildings and their ability to be reused, the design team took a deep dive in understanding these existing buildings. The focus of this assessment included the 1952 classroom building, the 1958 Bullock Gym, and the Music Building. In the Appendix, the assessment can be found on pages 142-144.

FOCUS GROUP SUMMARIES

Listening to the users of the campus is essential to understand what works today, what does not, and what might be needed in the future. The design team met with 16 groups that included CTE, transportation, athletics, students, and many others. Their commentary helped inform the space needs assessment for the growth and planning of the campus. In the Appendix, the summaries of the Focus Group conversations can be found on pages 146-156.

SPACE PROGRAM

Methodology

An in-depth analysis was conducted of the existing space use and sizes for a most spaces in all current campus buildings. Once space use and size were identified for the campus buildings, a comparison was done between the existing conditions and North Carolina Department of Public Instruction (NCDPI) recommendations for a space profile for a high school of 2000 students with core capacity of 2500 students. These space profiles are available on the NCDPI website. Building plans, square foot summaries, and the comparison of existing to NCDPI recommendations can be found on the following pages of this report on pages 158-159.

Summary

Summary of the findings are summarized in categories related to the function of the spaces and structure of the space profile comparison.

Classrooms

- NCDPI Guidelines for 2000 students recommends 69 classrooms. Assuming a campus plan for up to 2200 students, we would anticipate the need for 77 to 80 classrooms.
- NCDPI Recommendations for science classrooms/labs for 2000 students is 17 total science class rooms/labs. Currently there are 15 science classrooms/labs. Consideration should be given to adding additional science labs.
- Majority of general classrooms are smaller than NCDPI recommendations. These classrooms should be increased in size. Planning consideration should/can also be given to a diversity of classroom sizes, since the number of students can vary greatly depending on the specific class type, such as AP courses.
- Some classrooms are larger than NCDPI requirements. These could be maintained for classes that have a larger number of students, or they could be reconfigured for additional space.

Resource/Exceptional

- Independent Living Classrooms. Spaces are generally good. Space needed for den and bedroom area for life skills training. A de-escalation room is needed. Student population growth could potentially drive additional classroom need.
- Occupational Course of Study. Need for a full-size kitchen. Need for storage space. Student population growth could potentially drive additional classroom need.





Arts Education

- Spaces are generally sufficient to support their programs. There are many specific needs and maintenance related issues that are not size issues that that should be addressed for these spaces.
- Demand for dance has contributed to overcrowding of the dance classroom. Provide additional storage to allow for more dressing room space.
- Consideration should be given to an additional art classroom. Storage is also needed for art.
- Choral music has a need for robe storage.
- Black box theater. Consideration should be given to increasing size of the room. Dressing, storage, and other support spaces are needed.

Business Education

- Spaces are generally sufficient to support their programs. There are many specific needs and maintenance related issues that are not size issues that that should be addressed for these spaces.
- Student population growth could potentially drive additional classroom need.

CTE (Service/Marketing/Workforce Development)

- Spaces are generally sufficient to support their programs. There are many specific needs and maintenance related issues that are not size issues that that should be addressed for these spaces.
- There is a desire by staff or better adjacency of classrooms/labs. Currently spread throughout the campus.
- Student population growth could potentially drive additional classroom need.
- JROTC. A proper shooting range should be provided. Consider adding a multi-purpose space. Need space for drills, outdoor (covered for inclement weather) and indoor if not covered outdoor.

Media Center

 Spaces are generally sufficient to support their programs. There are many specific needs and maintenance related issues that are not size issues that that should be addressed for these spaces.

Food Service

- Dining space is currently undersized and will increase in space need when the student population increases.
- Kitchen/serving space is currently undersized and will increase in space need when the student population increases.
- Service access to kitchen is difficult and crosses student circulation.
- Student circulation occurs thru the serving area.

Physical Education

- Spaces are generally sufficient to support their programs. There are many specific needs and maintenance related issues that are not size issues that that should be addressed for these spaces.
- No elevator in the Bullock gym creates accessibility issues for people and equipment. An elevator should be considered.
- Lower level of Bullock gym should be reconfigured for better space use and better management of students.
- Appropriate number/condition of restroom fixtures in Bullock gym should be evaluated.

Press box is not accessible, also not on the 50-yard line. Should be considered for replacement.

- Fieldhouse for stadium and baseball field should be considered to add.
- Provide accessible restroom for baseball field.

Auditorium

Spaces are generally sufficient to support their programs. There are many specific needs and maintenance related issues that are not size issues that that should be addressed for these spaces.

Administration/Guidance/Staff Support

- There are many specific needs and maintenance related issues that are not size issues that that should be addressed for these spaces.
- Clarity of entrance to the campus for visitors can be improved. Also consider being more "central" so that visitors can have easier access to campus once admitted.
- Guidance. Ease of access for students as well as confidentiality should be considered in planning.
- Guidance. Provide conference rooms for parents and teachers.
- Guidance. Need area of casual seating for students.
- Student population growth could potentially drive additional office/space needs.





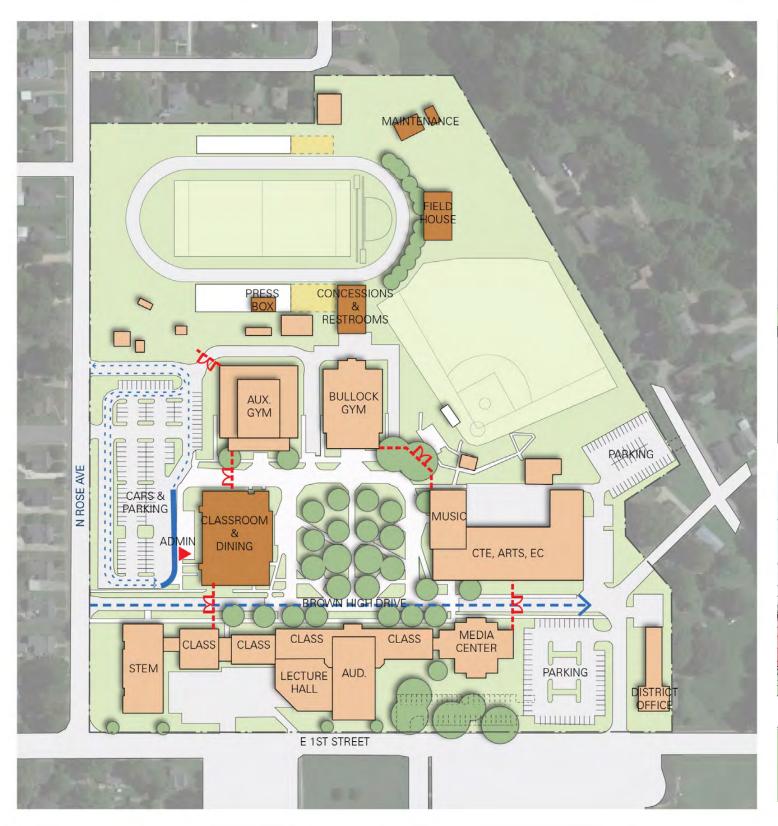


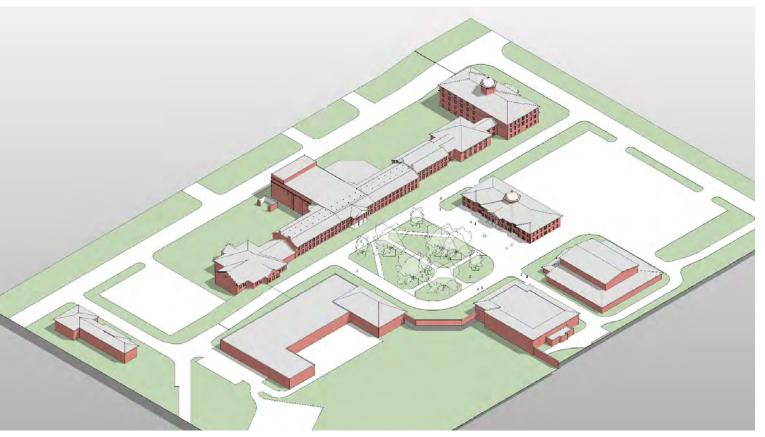


PLANNING STUDY OPTIONS

As part of the Create process, the AL Brown Team and the Design Team worked hand in hand to explore multiple options as potential solutions for the Campus Master Plan. Discussions from the design charrette sessions resulted in establishing a planning direction that combined ideas from each option. In the Appendix, several options that were shared in the Create Design Charrette session can be found. On the following pages are the final campus master plan recommendations.

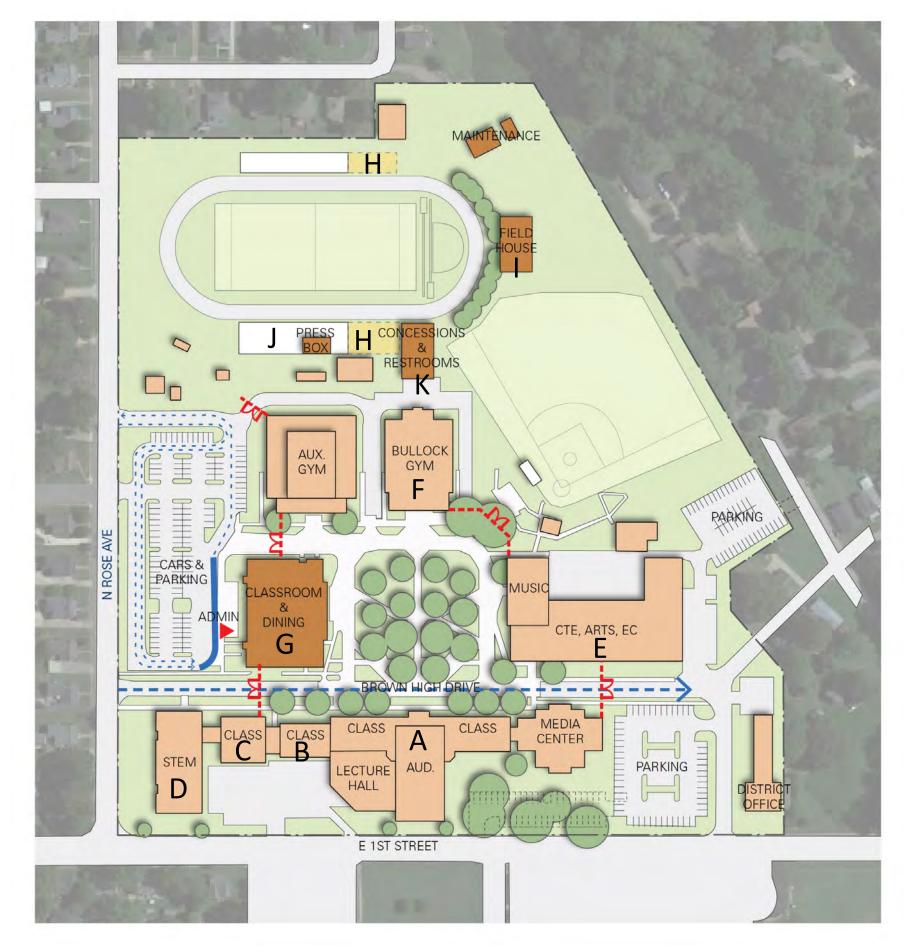








BUILDING ADDITIONS/RENOVATIONS/IMPROVEMENTS

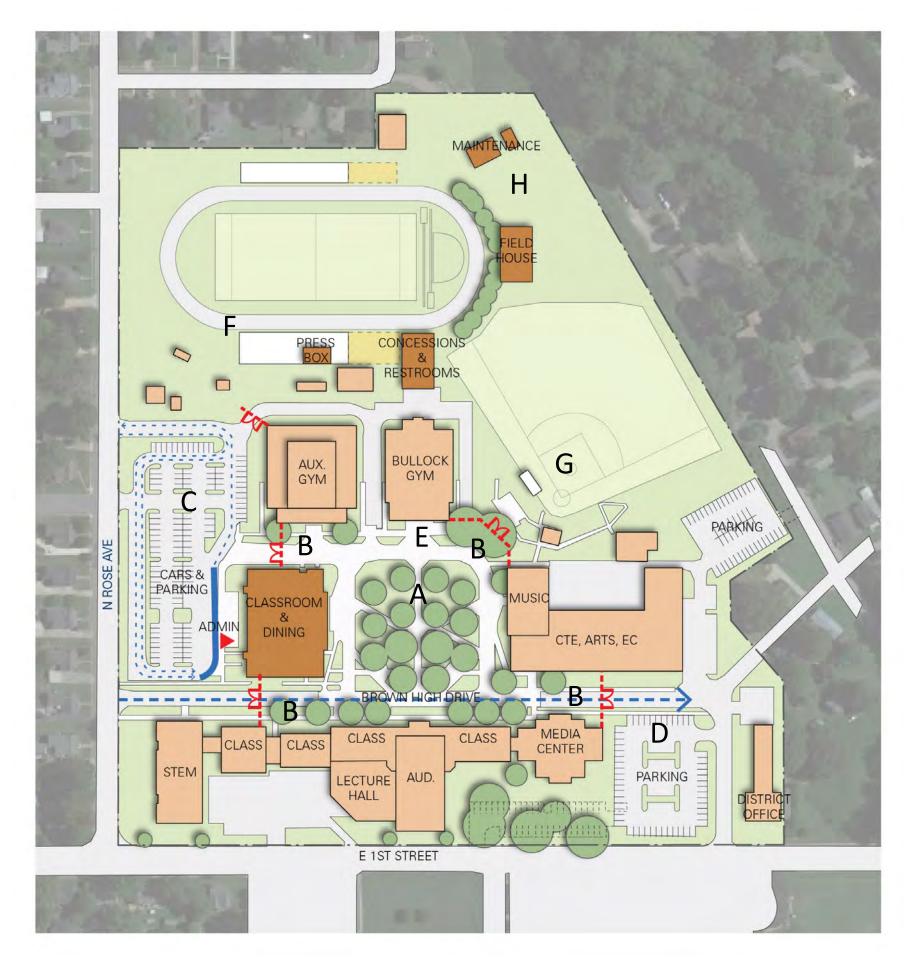




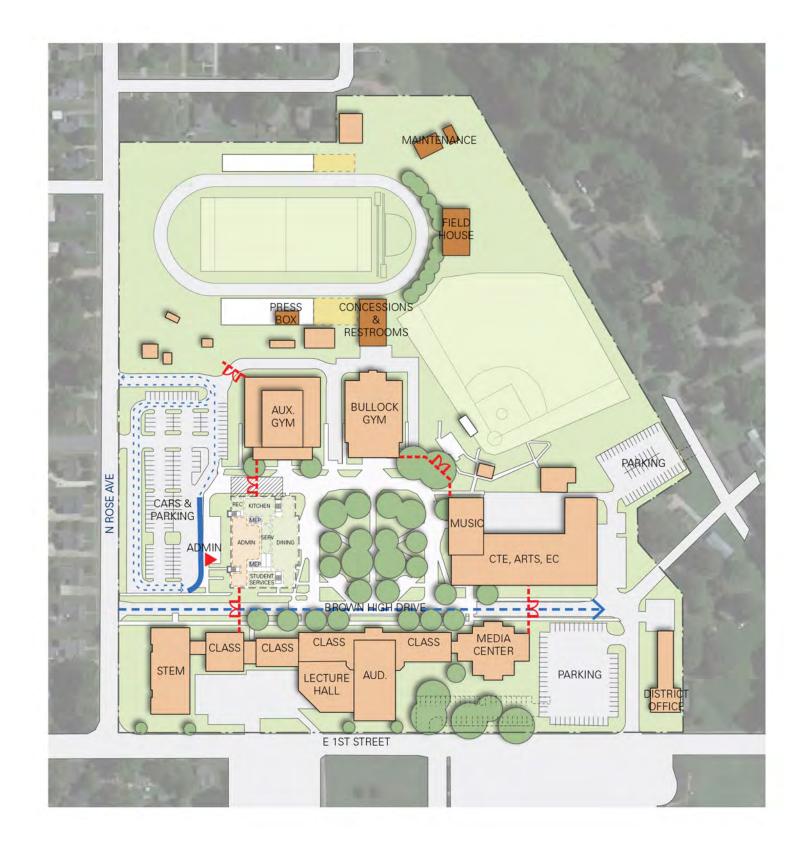
A. 1952 BUILDING

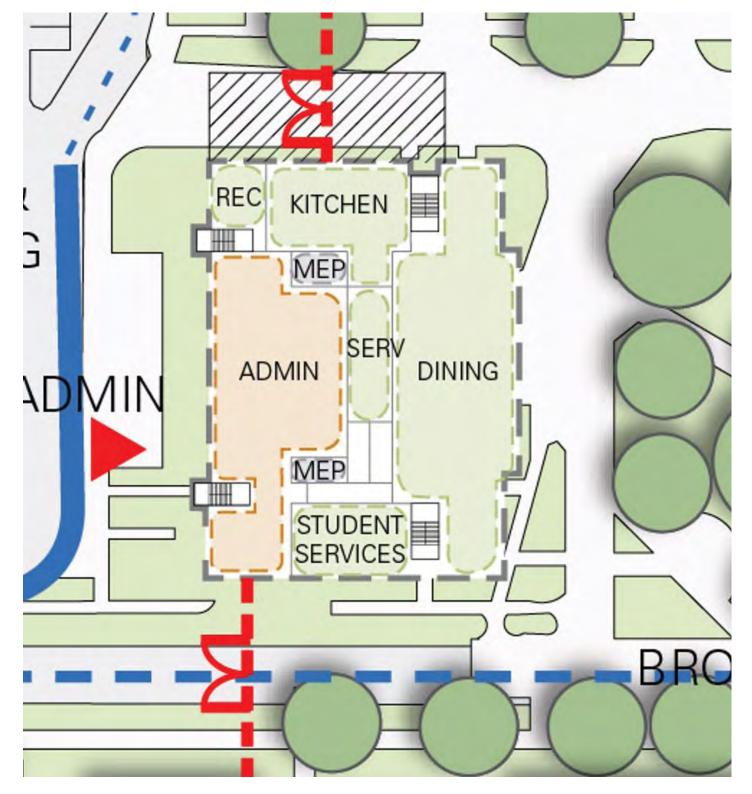
- 1. First Floor:
 - a. JROTC, 2nd Chance
 - b. Auditorium Lobby Renovation
 - c. Lecture Hall in former Cafeteria
 - d. Restrooms
- 2. Second Floor:
 - a. Renovate Counseling & Student Services
 - b. Renovate Staff Support Spaces
 - c. Renovate Classrooms (21st Century)
 - d. 'Atrium' Auditorium Lobby
 - e. Restrooms
- 3. Third Floor
 - a. Renovate Classrooms (21st Century)
 - b. Restrooms
- B. 1956 BUILDING
 - 1. First Floor
 - a. Renovate Occupational Studies
- C. 1996 BUILDING
 - 1. Second Floor
 - a. Recapture former Science Labs
- D. STEM BUILDING
 - 1. First Floor
 - a. Convert Admin into Classrooms
- E. CTE / MUSIC / ART / EC BUILDING
 - 1. Renovate Music Suite
 - 2. Repurpose Former JROTC Space
- F. BULLOCK GYM
 - 1. Renovate Locker Room Level
 - 2. Install Elevator
 - 3. Renovate Restrooms
- G. ADMIN / CLASSROOMS / DINING
 - 1. Administration
 - 2. Dining
- 3. Classrooms (+-16)
- 4. Approximately 45,000 sf
- H. STADIUM
 - 1. Expand Bleacher
- I. FIELD HOUSE
 - 1. Approximately 4,000 sf
- J. PRESS BOX
- **K. CONCESSIONS & RESTROOMS**

SITE IMPROVEMENTS

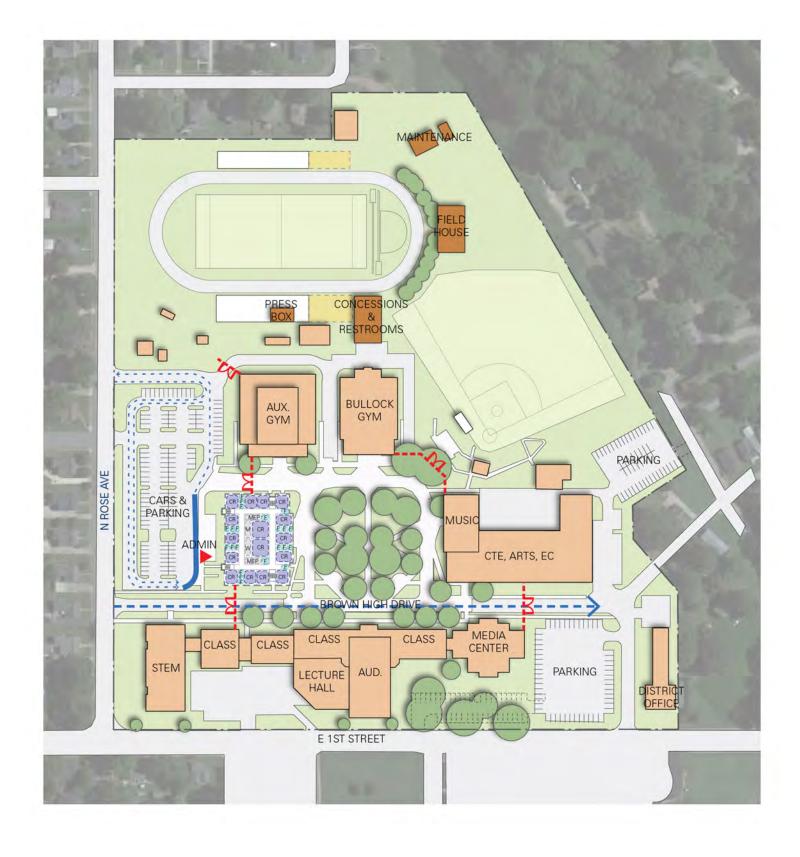


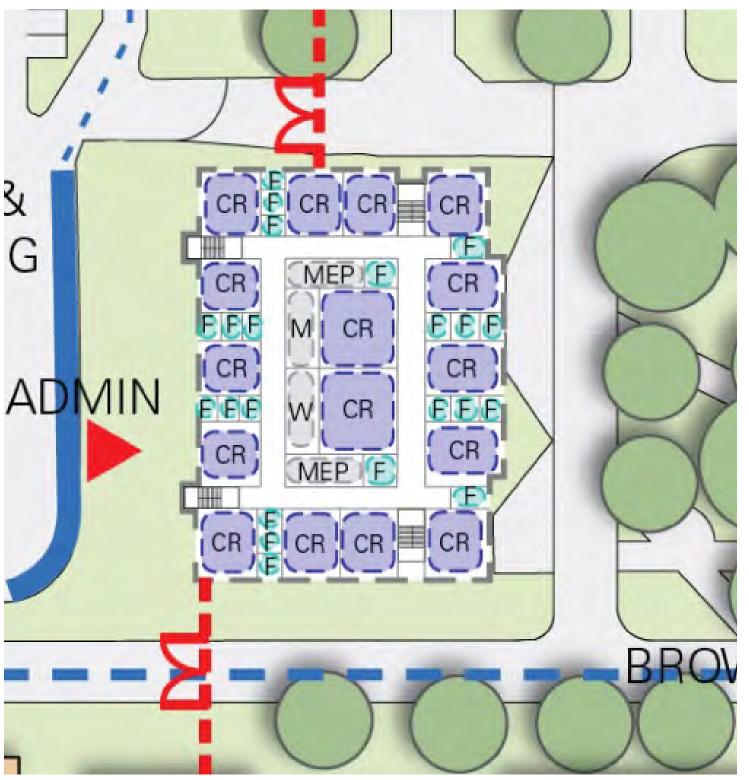
- A. COURTYARD RENOVATION
- B. COURTYARD ENCLOSURE/SECURITY
- C. NORTH ROSE AVENUE PARKING
- D. DENVER STREET PARKING
- E. ADA ACCESS TO BULLOCK GYM
- F. ADA ACCESS TO STADIUM VENUES
- G. ADA ACCESS TO BASEBALL VENUE
- H. SCREEN MAINTENANCE AREA



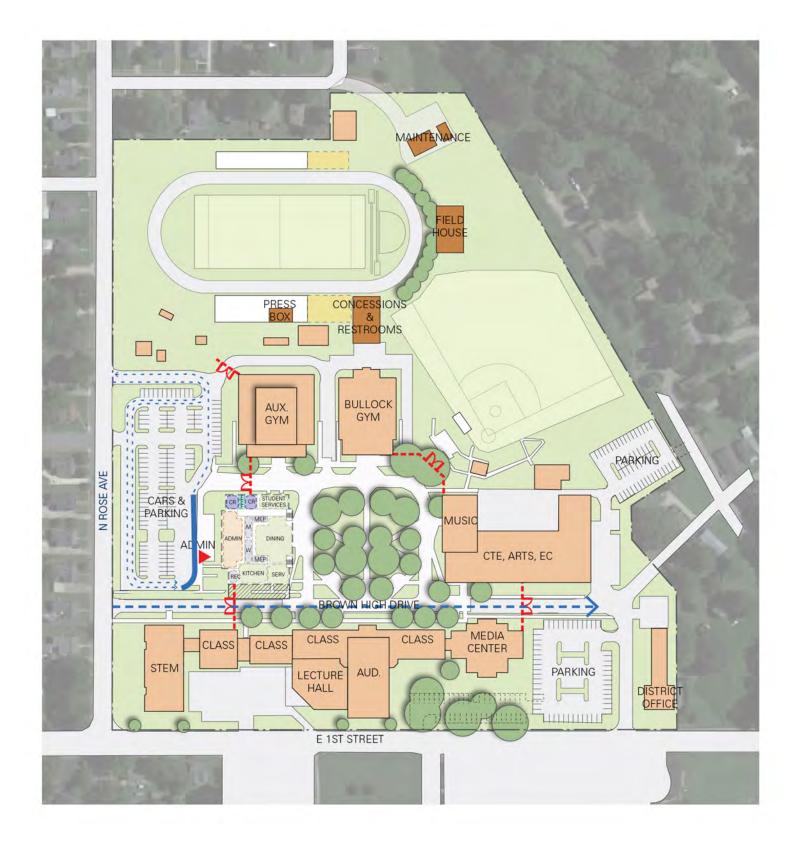


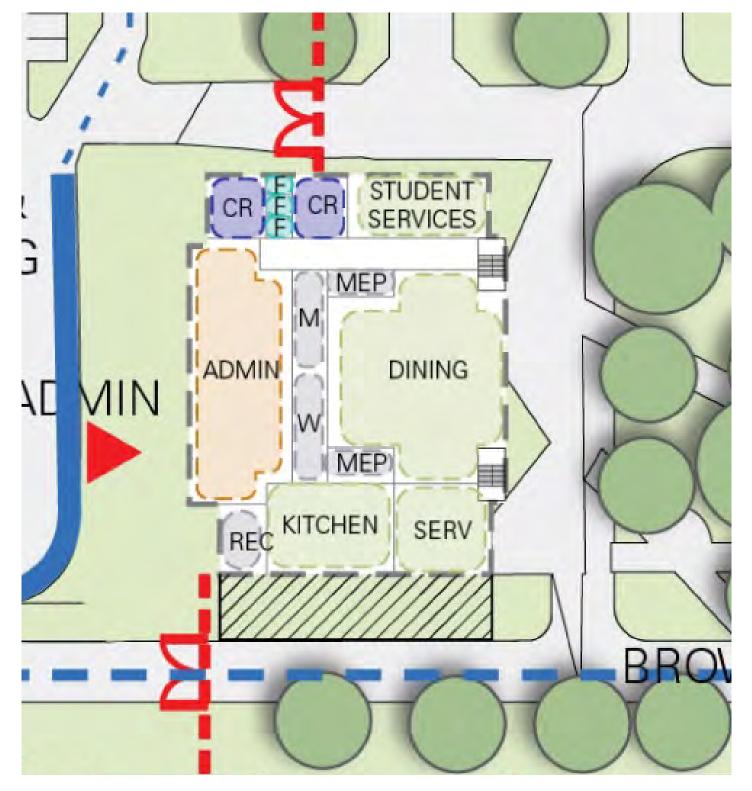






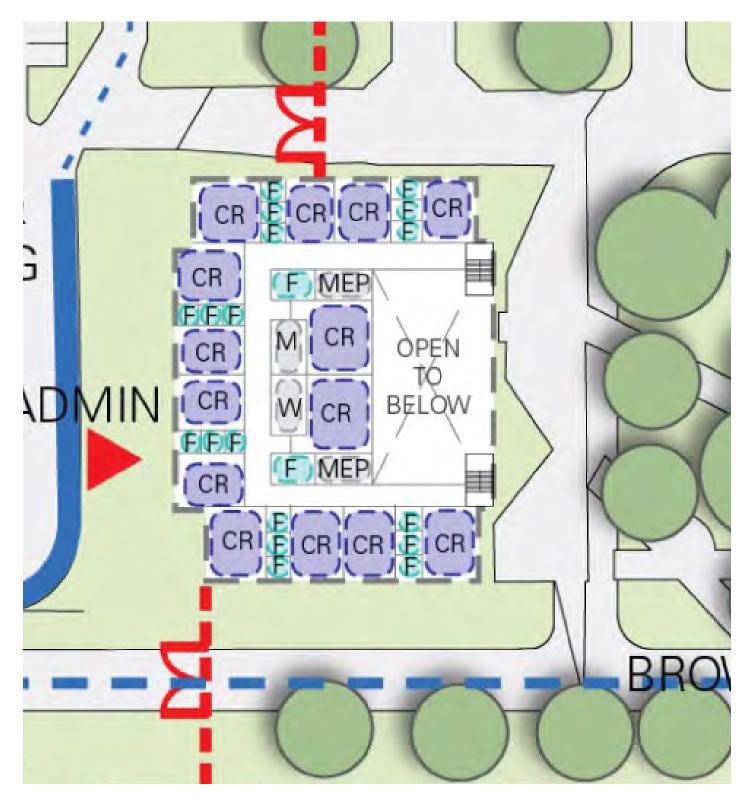






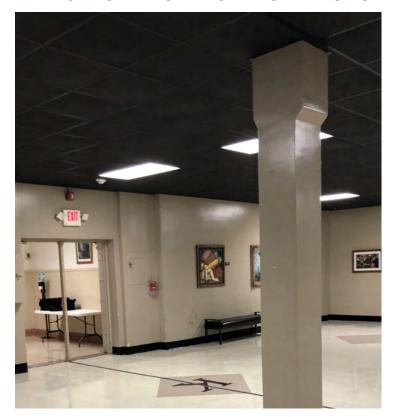




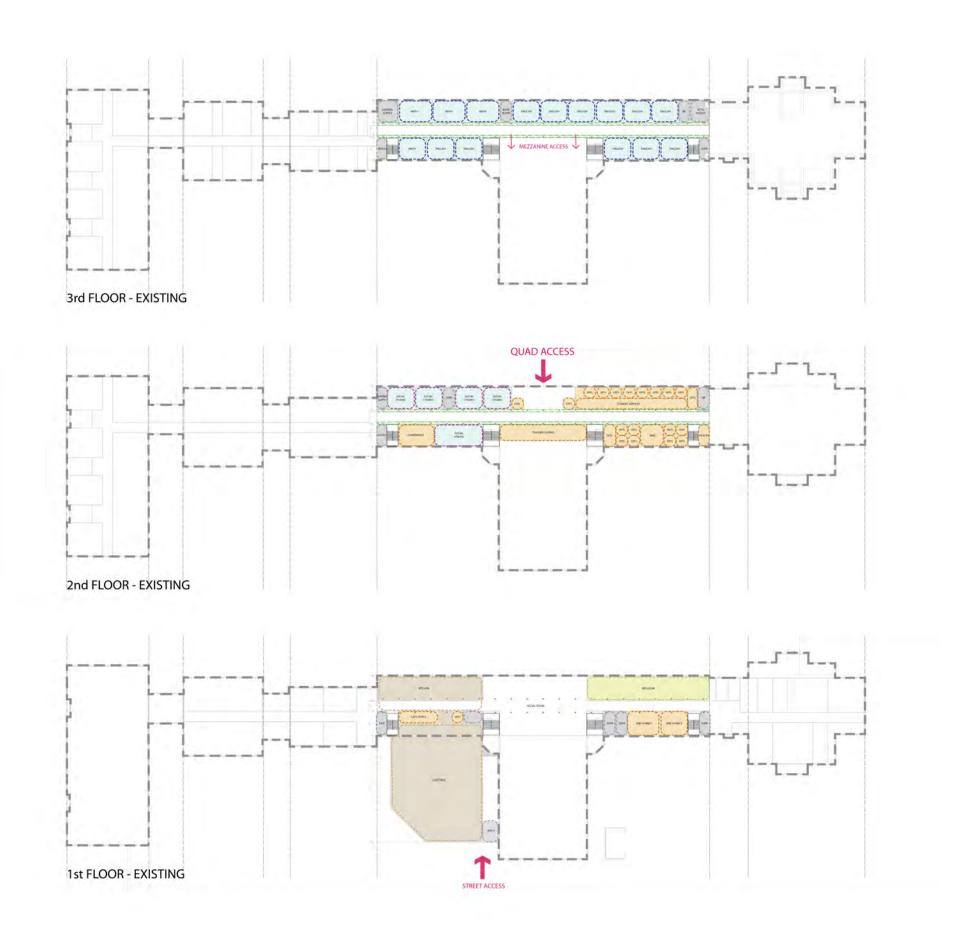




1952 BUILDING RENOVATION - 21ST CENTRUY IMMERSIVE LEARNINGSCAPE



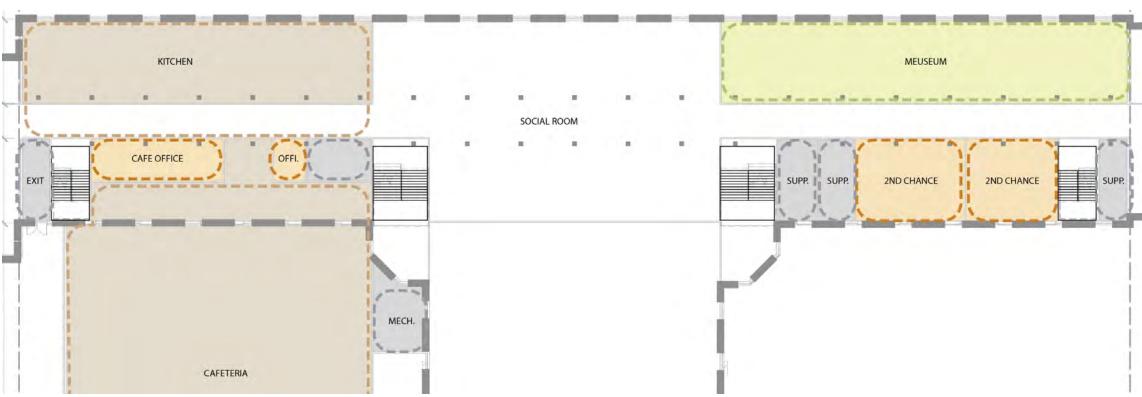




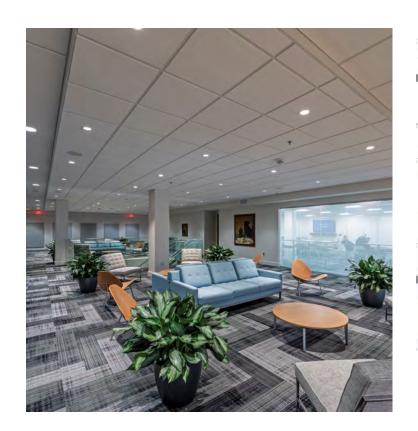


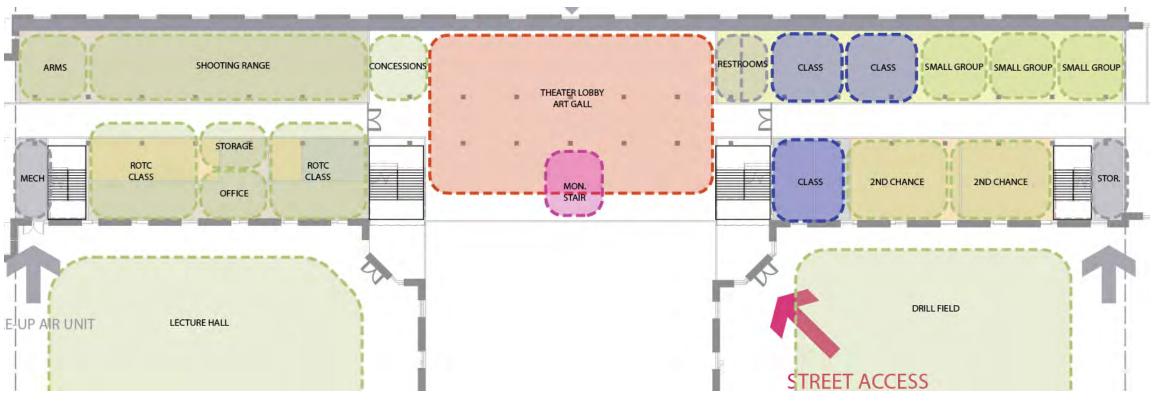
BUILDING RENOVATION





FIRST FLOOR EXISTING



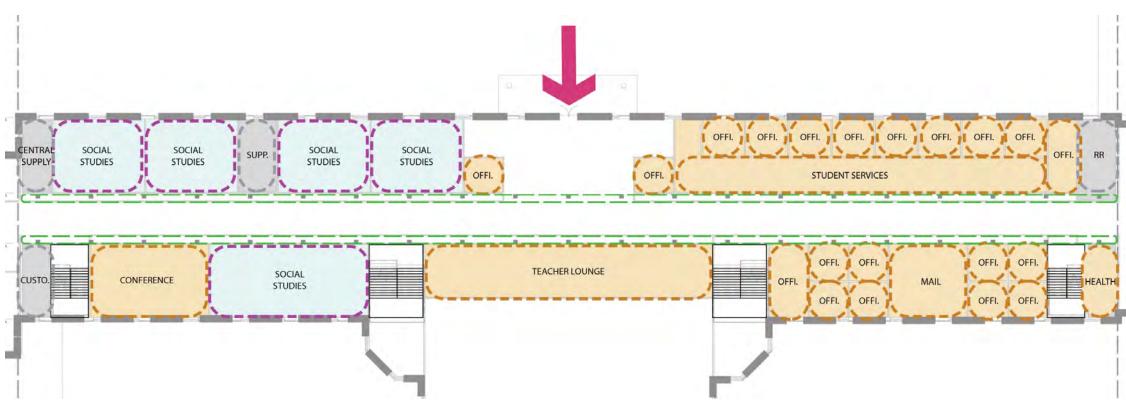


FIRST FLOOR PROPOSED

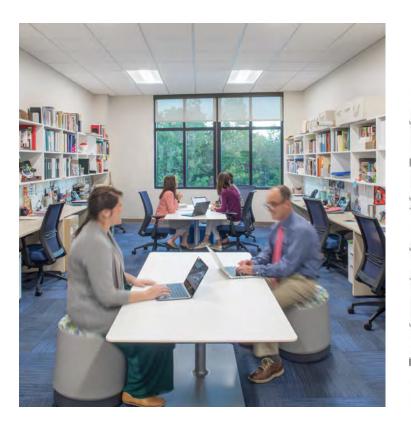


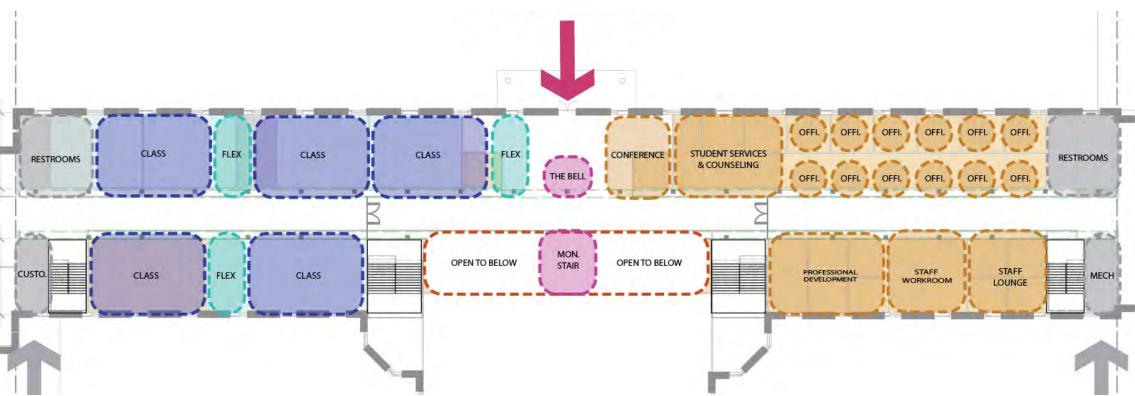
BUILDING RENOVATION





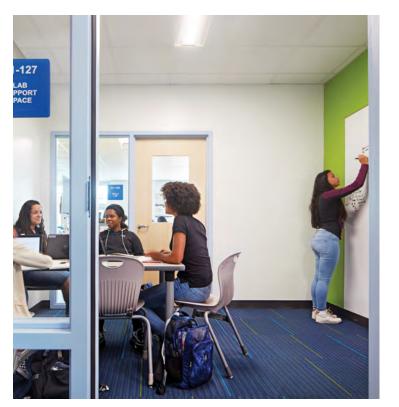
SECOND FLOOR EXISTING

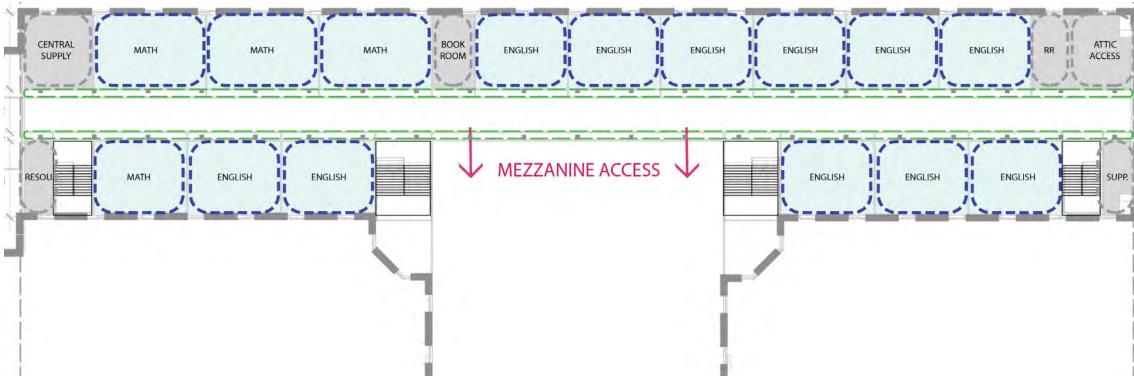




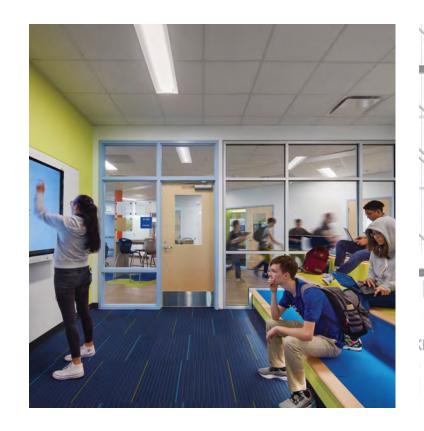
SECOND FLOOR PROPOSED

BUILDING RENOVATION





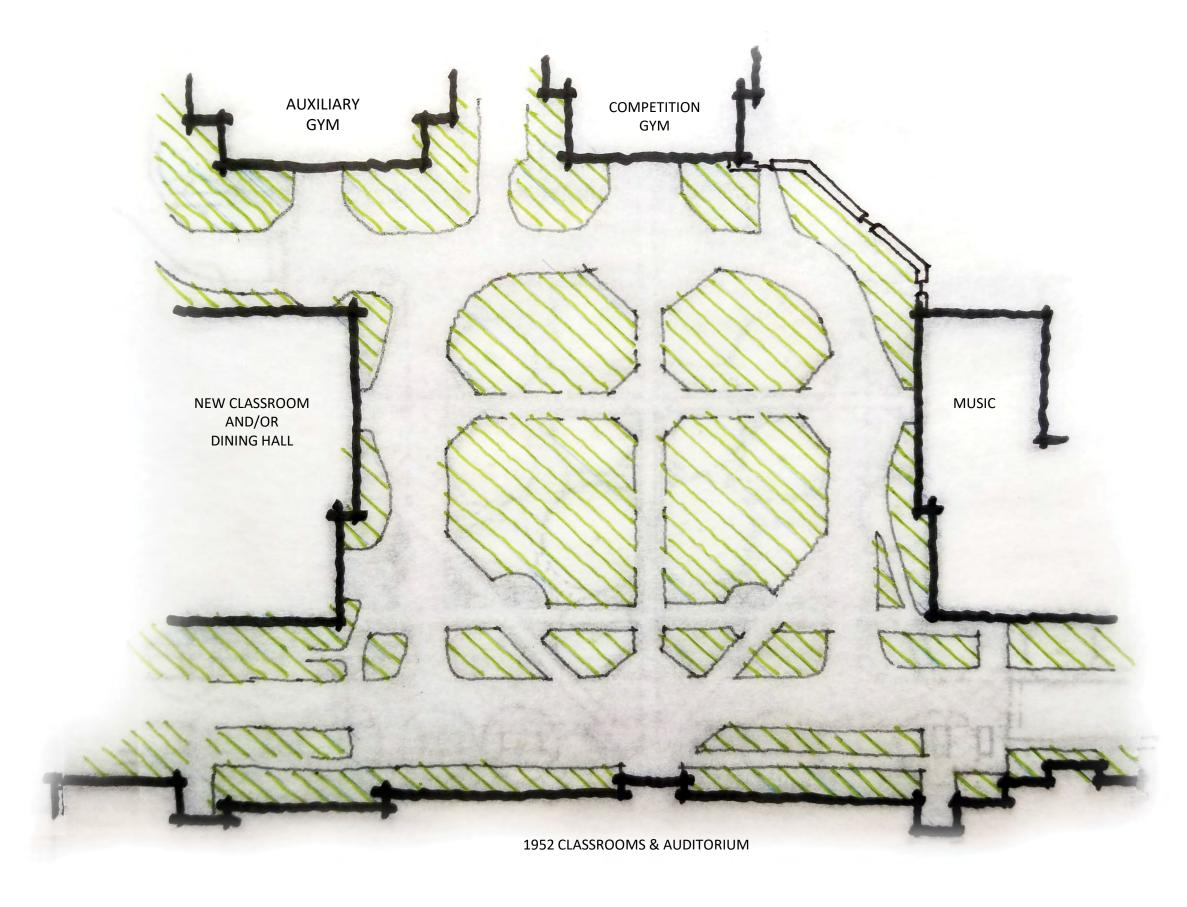
THIRD FLOOR EXISTING



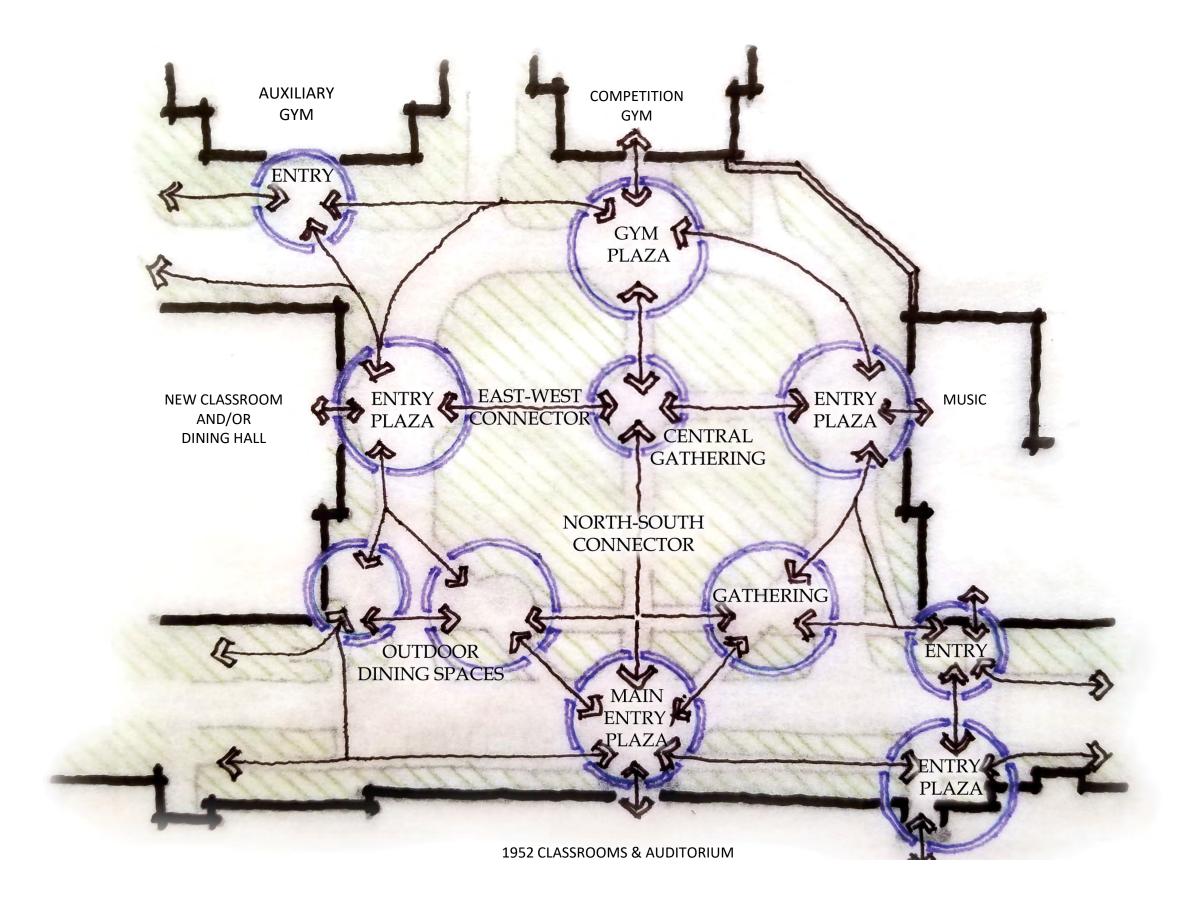


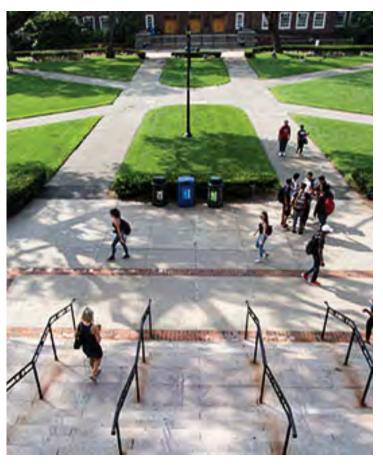
THIRD FLOOR PROPOSED

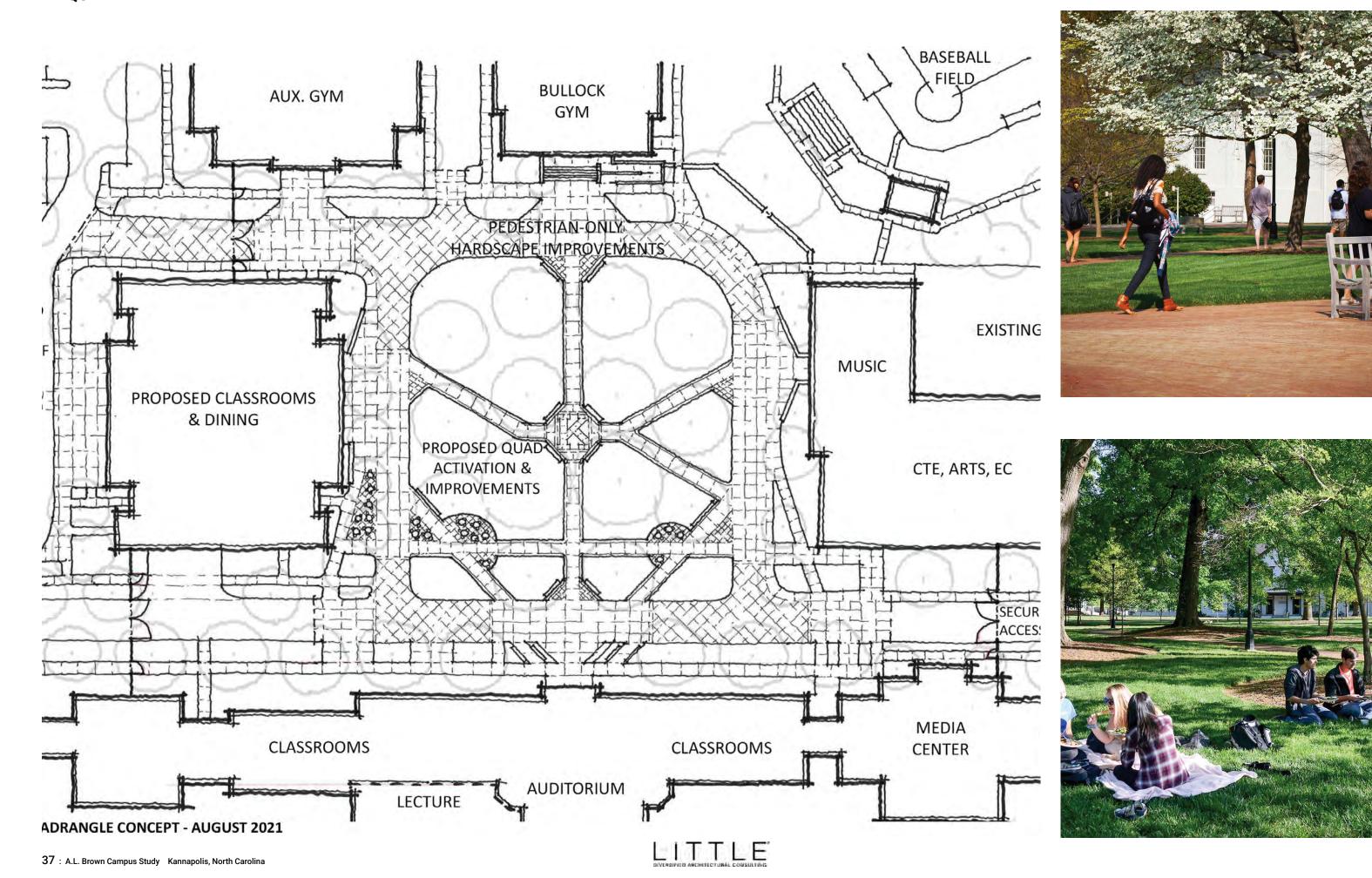












PROJECTS & ORDER OF MAGNITUDE COST PROJECTIONS

	DDOLECTC						
	PROJECTS	SF	COST/SF	CONST COST	SOFT COST	CONST COST SOFT COST	REMARKS
	BUILDINGS				18% of Const.	18% of Const.	
Ī	1952 Classroom Building	69,427	\$ 275	\$ 19,092,425	\$ 3,436,637	\$ - \$ -	
	1956 Classroom Building	15,105	\$ 225	\$ 3,398,625	\$ 611,753	\$ - \$ -	
	1996 Building	8,778	\$ 175	\$ -	\$ -	\$ 1,536,150 \$ 276,507	
	STEM Building	8,126	\$ 150	\$ -	\$ -	\$ 1,218,900 \$ 219,402	
	CTE / Msuic / Art / EC Building	9,150	\$ 175	\$ 1,601,250	\$ 288,225	\$ - \$ -	music only
	Bullock Gym	23,962	\$ 175		\$ 754,803	\$ - \$ -	,
	Admin / Classroom / Dining (proposed)	50,400	\$ 350	\$ 17,640,000	\$ 3,175,200	\$ - \$ -	
	Stadium Bleacher Expansion			\$ -	\$ -	\$ 600,000 \$ 108,000	
	Field House	5,000	\$ 300	\$ -	\$ -	\$ 1,500,000 \$ 270,000	
	Press Box	2,000	\$ 300	\$ 600,000	\$ 108,000	\$ - \$ -	
	Concessions & Restrooms	2,500		\$ -	\$ -	\$ 750,000 \$ 135,000	
	SITE FEATURES						
	Courtyard Renovations			\$ -	\$ -	\$ 2,000,000 \$ 360,000	
	Courtyard Enclosure/Security			\$ 500,000	\$ 90,000	\$ - \$ -	
	North Rose Avenue Parking			\$ 2,000,000	\$ 360,000	\$ - \$ -	
	Denver Street Parking			\$ -	\$ -	\$ 1,250,000 \$ 225,000	
	ADA Access to Bullock Gym			\$ -	\$ -	\$ 250,000 \$ 45,000	
	ADA access to Stadium Venues			\$ -	\$ -	\$ 350,000 \$ 63,000	
i	ADA Access to Baseball Venue			\$ 250,000	\$ 45,000	\$ - \$ -	
	Screen Maintenance Area			\$ -	\$ -	\$ 250,000 \$ 45,000	
L	CLASSROOM SWING/MODULARS Modular Classrooms			C 1 500 000 I	ć 270.000	C 1 500 000 C 270 000	
	Wodular Classicoms			\$ 1,500,000	\$ 270,000	\$ 1,500,000 \$ 270,000	
	Subtotal	194,448		\$ 50,775,650	\$ 9,139,617	\$ 11,205,050 \$ 2,016,909	
[Subtotal (hard costs + soft costs)				\$ 59,915,267	\$ 13,221,959	
	10% Contingency			\$ 5,077,565	\$ 913,962	\$ 1,120,505 \$ 201,691	
[TOTAL COST, CONSTRUCTION & SOFT CO	OST		\$ 55,853,215	\$ 10,053,579	\$ 12,325,555 \$ 2,218,600	
ſ	TOTAL ORDER OF MAGNITUDE COST PR	OJECTION		[\$ 65,906,794	\$ 14,544,155	
ſ	TOTAL ORDER OF MAGNITUDE COST PR	OIECTION ALL DU	INCEC			\$ 80,450,949	





APPENDIX





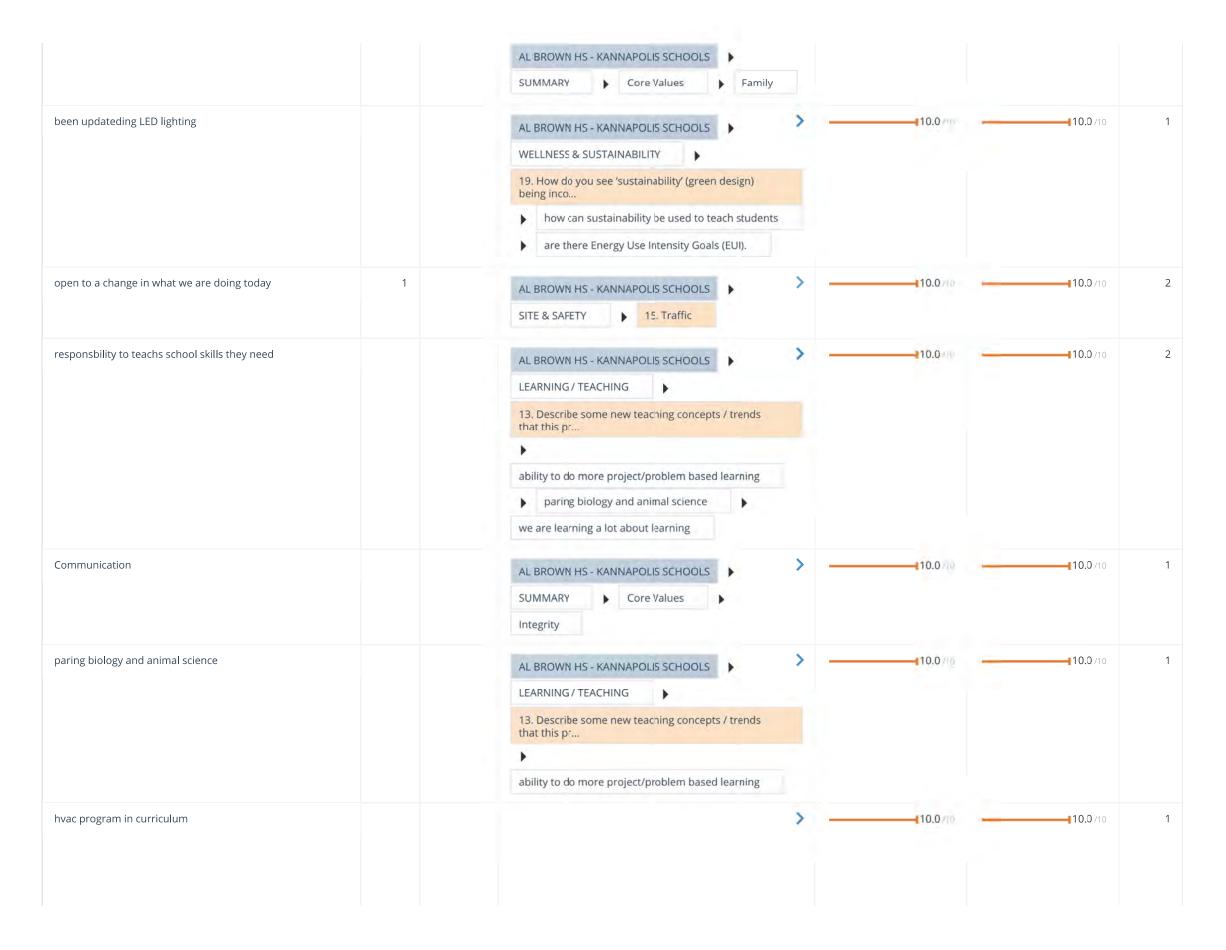
VISION:
VISION
SESSION
GROUP MAP
EXERCISE
RESULTS

Ideas (310) IMPORTANCE IMPORTANCE TITLE COMMENT PATH RATER LIKES 14. Safety -110.0 /III **10.0** /10 AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY Best spaces were most exclusive 10.0 /10 **10.0** /10 AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY Core Values Inclusive engineering classes **1**10.0 / 10 **10.0** /10 AL BROWN HS - KANNAPOLIS SCHOOLS WELLNESS & SUSTAINABILITY 19. How do you see 'sustainability' (green design) being inco... how can sustainability be used to teach students Tennis courts being relocated -110.0√m **10.0** /10 AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 18. Athletics keeping the community abreast of progress 10.D/10 **■10.0** / 10 AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY Core Values Communication Integrity is there someway to have a smaller auditorium space to 10.0/10 **10.0** /10 AL BROWN HS - KANNAPOLIS SCHOOLS meet with grade levels, build community KPAC. need to use for students up to 500. feels empty for a 2... 110.0 Building upon Legacy **10.0** /10 AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY Core Values Tradition Foster a culture of Trust 10.0 **10.0** /10 AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY Core Values Integrity Safety **10.0** /10 10.0

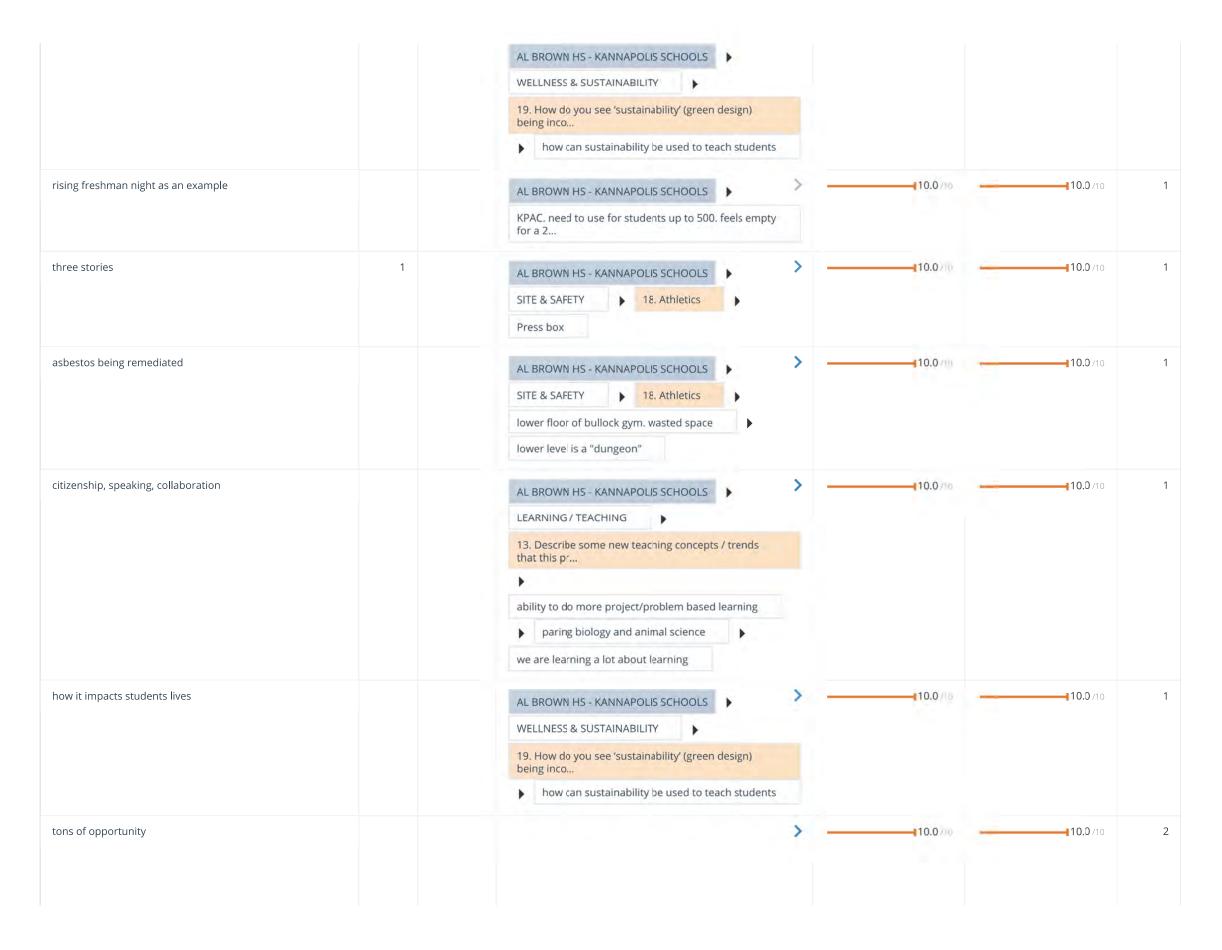


		AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY			
As green as possible with potential solar opportunity to be used by/with students and learning opportunities. Maybe solar that helps with one or more buildings alone.	1	AL BROWN HS - KANNAPOLIS SCHOOLS WELLNESS & SUSTAINABILITY	10.0710	10.0 /10	2
		20. Do you have specific energy goals for this project?			
keep courtyard.	1	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 16. Access and Flow	10.0 /10	10.0/10	2
Wellness		AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY Courtyard	10.0 <i>n</i> a	10.0 /10	1
we are learning a lot about learning		AL BROWN HS - KANNAPOLIS SCHOOLS	10.0/10	10.0 /10	1
		LEARNING / TEACHING 13. Describe some new teaching concepts / trends			
		that this pr			
		ability to do more project/problem based learning			
		paring biology and animal science			
have to run from door to door to lock down.		AL BROWN HS - KANNAPOLIS SCHOOLS	10.000	10.0 /10	1
		A way out and a way in everywhere.			
Keep the tradional look of facility	1	AL BROWN HS - KANNAPOLIS SCHOOLS	10.070	10.0 /10	3
		5. How do you want this project to be viewed by the community?			
More usable functional multi-use space		AL BROWN HS - KANNAPOLIS SCHOOLS	10.0/m	10.0/10	1
		WELLNESS & SUSTAINABILITY			
		21. Is there one specific vision or goal that you believe is			
Achieve feeling of family and legacy		> _	410.0 m	10.0 /10	1

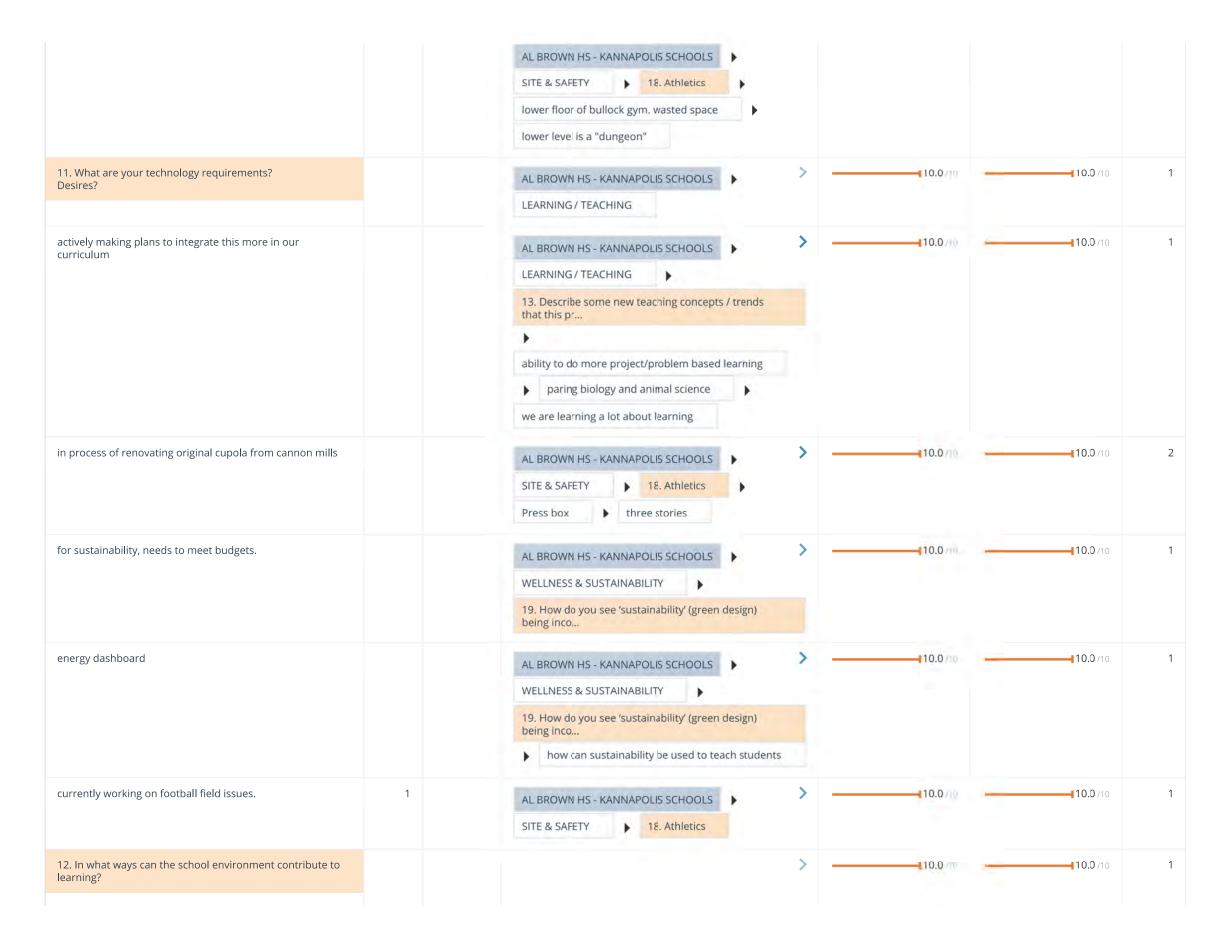




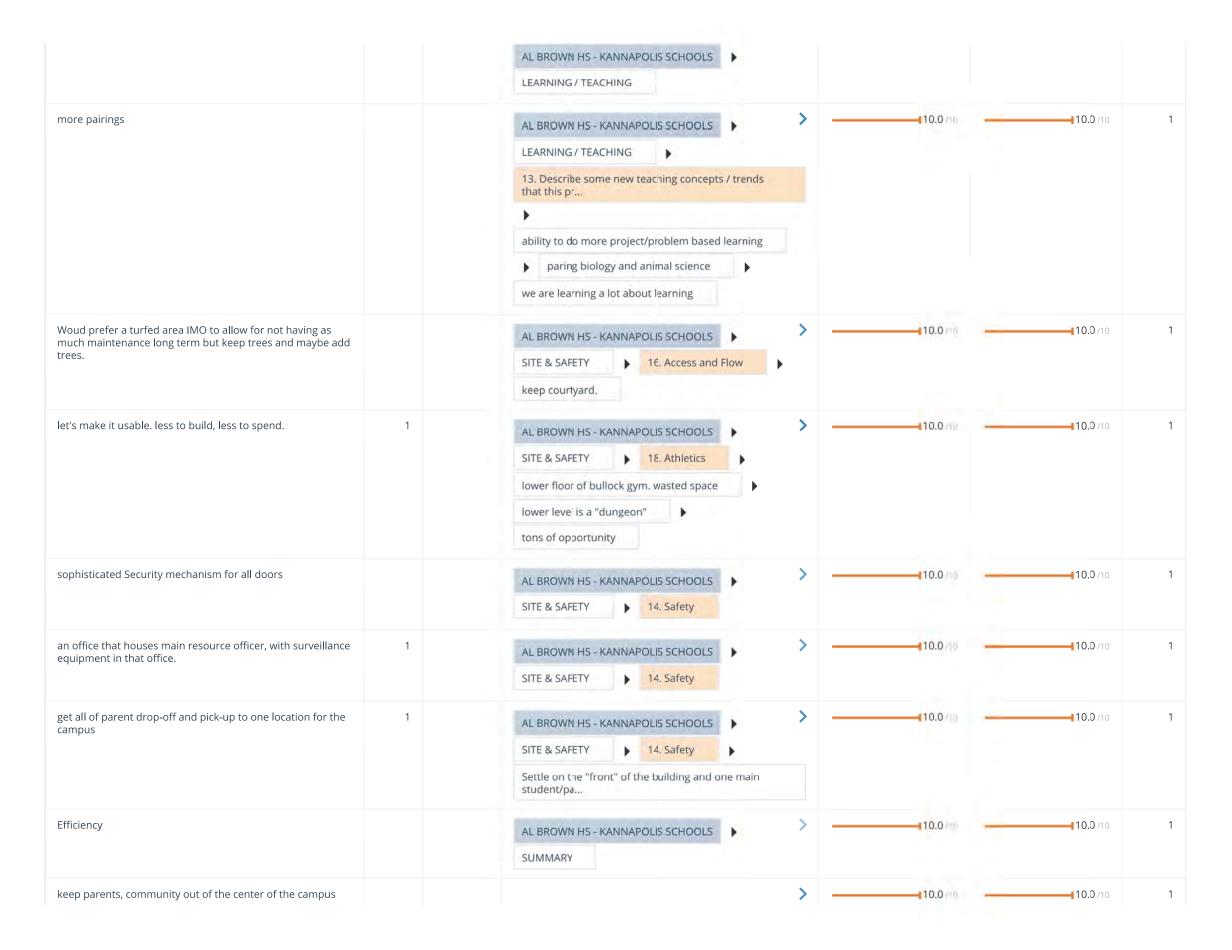














			AL BROWN HS - KANNAPOLIS SCHOOLS				
			SITE & SAFETY 14, Safety				
			Settle on the "front" of the building and one main student/pa				
Core Values			AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY	>	10.070	10.0 /10	2
Liked idea of entering off Rose Avenue. One Space.	1		AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety Settle on the "front" of the building and one main student/pa	>	10.0/10	10.0 /10	1
student centered			AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY	>	10.0 <i>n</i> ₀	10.0 /10	2
Sustainable			AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY	>	10.0×10.	10.0 /10	1
Wellness			AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY	>	10.0 ///	10.0 /10	1
SITE & SAFETY			AL BROWN HS - KANNAPOLIS SCHOOLS		10.0 V/a	10.0 /10	1
SUMMARY			AL BROWN HS - KANNAPOLIS SCHOOLS		10.0via	10,0 /10	1
could music rooms be connected to vocational wing and its art rooms			AL BROWN HS - KANNAPOLIS SCHOOLS		10.0/11	10.0 /10	1
more capacity for growth, up to 2200 students	1	1	AL BROWN HS - KANNAPOLIS SCHOOLS VISION / EXPERIENCE 2. What outcome or result are you trying to achieve?	>	1.19.8 /\0.	9.8 /10	4
Limit access to center of campus	1		AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 15. Traffic	>	19.7/10	9,7 /10	3
Family			AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY Core Values	>	9.7/\0	9.7/10	3



Integrity		AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY Core Values	>	9.7 /10	9,7 /10	3
hope is to affix atop the press box, with bell in it.	1	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 18. Athletics Press box three stories in process of renovating original cupola from cannon mills	>	9.5 /10	9.5 /10	2
Flexibility		AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY	-	H 9.5 /10	9.5 /10	2
Courtyard		AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY	>	9.5 110	9.5 /10	2
need better mechanisms that control the doors. hit a switch to lockdown	1	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety A way out and a way in everywhere.	>	19.3/00	4 (9.3 /10	3
be proactive to the situation we will be facing in a few years.		AL BROWN HS - KANNAPOLIS SCHOOLS VISION / EXPERIENCE 1. Why are you implementing this project?	>	1 19.2 MO:	9,2/10	5
some spaces allow for interdisciplinary learning,		AL BROWN HS - KANNAPOLIS SCHOOLS LEARNING / TEACHING 13. Describe some new teaching concepts / trends that this pr b ability to do more project/problem based learning tech theater and math	>	9.0	9.0/10	1
Courtyard needs to be more functional		AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety	>	: 1-19.0710	9.0 /10	3
also old and outdated	1		>	9.0 (11)	9.0 /10	1



		AL BROWN HS - KANNAPOLIS SCHOOLS				
		SITE & SAFETY 18. Athletics				
		Press box				
Students and staff feel safe and have acceptable amount of space per student.		AL BROWN HS - KANNAPOLIS SCHOOLS VISION / EXPERIENCE	> -	9.0 mm	9.0 /10	3
		3. What must happen for this project to be considered a success?				
Link the Arts building space to be accessible without going outside.	1	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 16. Access and Flow	> _	9.0 /10	9.0 /10	1
10. How strong is your need to have flexible spaces (adaptable, reconfigurable, tech-infused)?		AL BROWN HS - KANNAPOLIS SCHOOLS LEARNING / TEACHING	> -	9.0 /10	9.0 /10	1
we have received permission to replace the tennis courts, and will likley move off campus to Carver campus (don't worry about where to replace them)		AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety Courtyard needs to be more functional	> _	9.0 /10	9.0 /10	2
Tennis courts as parking area for front office. Could Cannnon Gym become office?	1	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety Courtyard needs to be more functional	> -	9.070	9.0 /10	2
offices for admin, ap, SRO can be scattered throughout the entire campus		AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety	> _	9.0 /10.	9.0 /10	2
Access		AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY	> -	9.0 //0	9.0/10	3
flow within the building. how do students move. hallway width, multibuilding campus	1	AL BROWN HS - KANNAPOLIS SCHOOLS VISION / EXPERIENCE	> -	8.8710	8.8 /10	4
		2. What outcome or result are you trying to achieve?				
less drive through access BUT better accessibility	1	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety	> -	8.7 /10:	8.7 /10	3
Tradition			> _	18.7/10:	8.7 /10	3





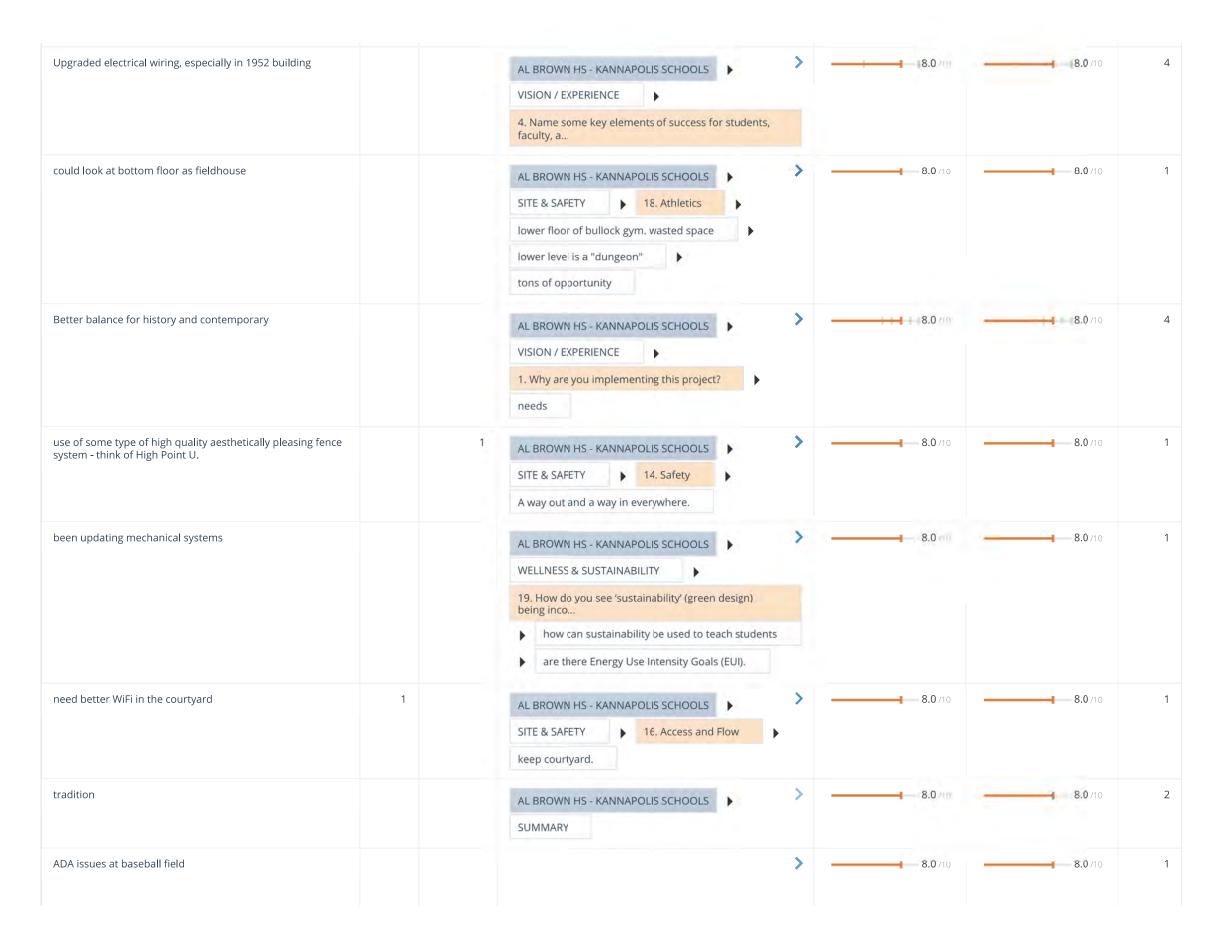




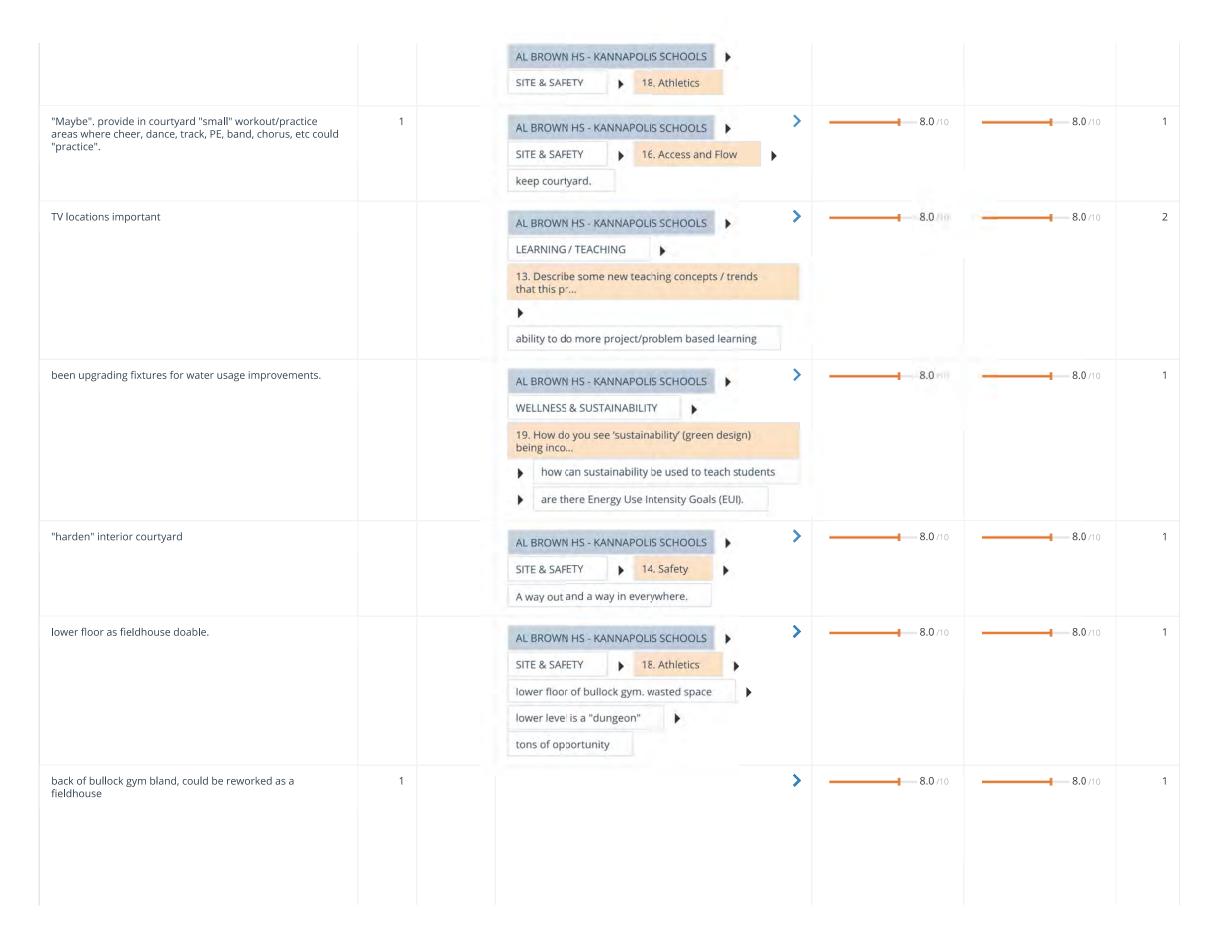












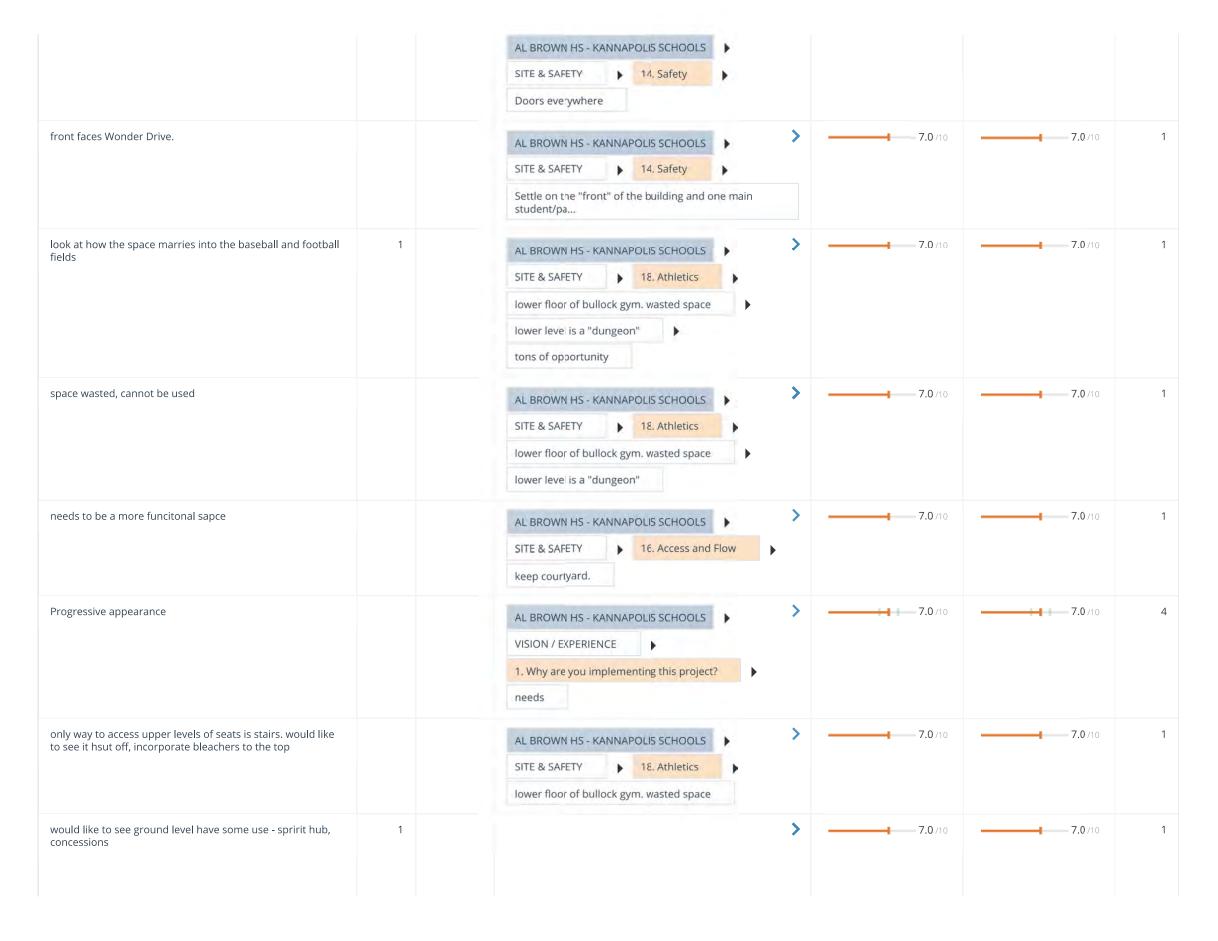




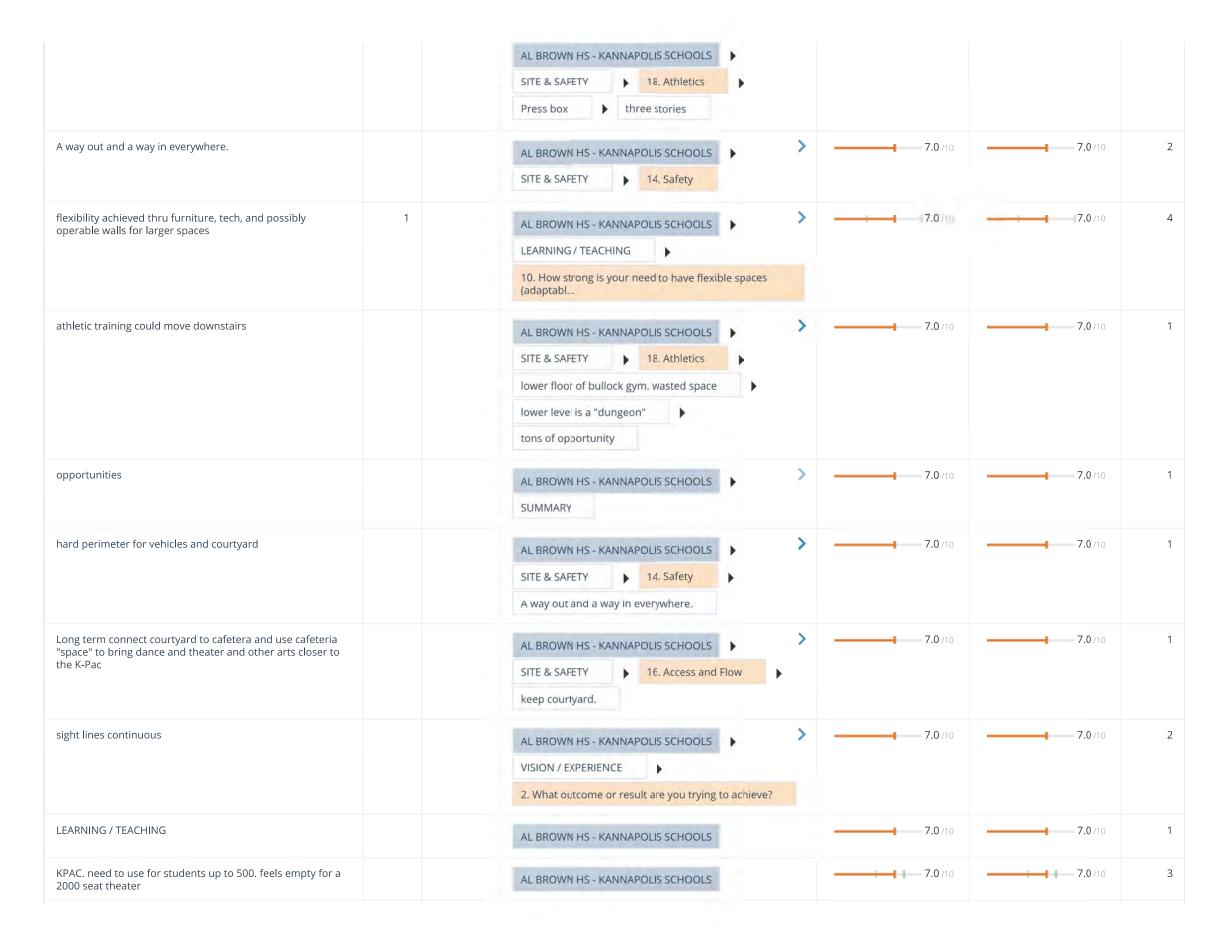


modern			AL BROWN HS - KANNAPOLIS SCHOOLS SUMMARY	> -	7.5 /10	7.5 /10	2
ability to do more project/problem based learning			AL BROWN HS - KANNAPOLIS SCHOOLS LEARNING / TEACHING 13. Describe some new teaching concepts / trends that this pr	> -	7.5 /10	- 11 17.5 /10	4
fence around entire campus? courtyard? where we move and use space.			AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety A way out and a way in everywhere.	> -	7.5 /10	7.5 /10	2
bring building up to code. more power. some rooms have only four outlets.	1	1	AL BROWN HS - KANNAPOLIS SCHOOLS LEARNING / TEACHING 11. What are your technology requirements? Desires?	> -	7.3 /10	7.3 /10	3
Practical use space, more space conscious areas where the classroom space may be used in some areas for classes in all four periods of a day.	1		AL BROWN HS - KANNAPOLIS SCHOOLS VISION / EXPERIENCE 4. Name some key elements of success for students, faculty, a	> -	7.3/10	7.3/10	3
moving to tv vs overhead projection	1		AL BROWN HS - KANNAPOLIS SCHOOLS LEARNING / TEACHING 11. What are your technology requirements? Desires?	> -	7.3 (10	7.3 /10	3
Press box			AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 18, Athletics	> -	1.17.3700	7.3 /10	3
There were some ideas that came out of the other architectural presentations that really made the center of the campus usable and safe	1		AL BROWN HS - KANNAPOLIS SCHOOLS VISION / EXPERIENCE 8. Are there examples of spaces/other facilities that come to	> -	7.0 /10	7.0 /10	4
1. Why are you implementing this project?			AL BROWN HS - KANNAPOLIS SCHOOLS VISION / EXPERIENCE	> -	7.0 /10	7.0 /10	1
Could we limit the number of exterior doors?				> -	7.0 /10	7.0 /10	1





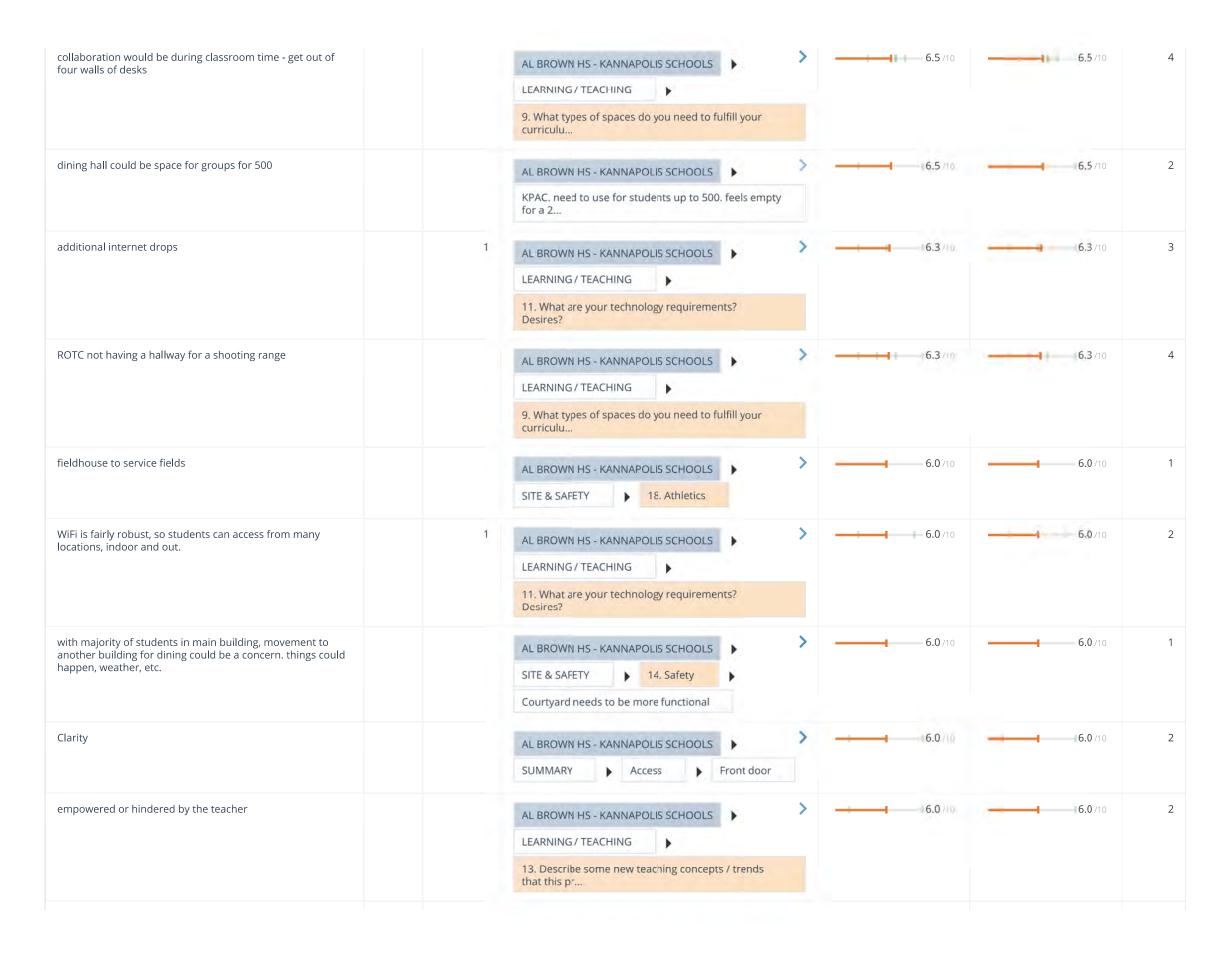




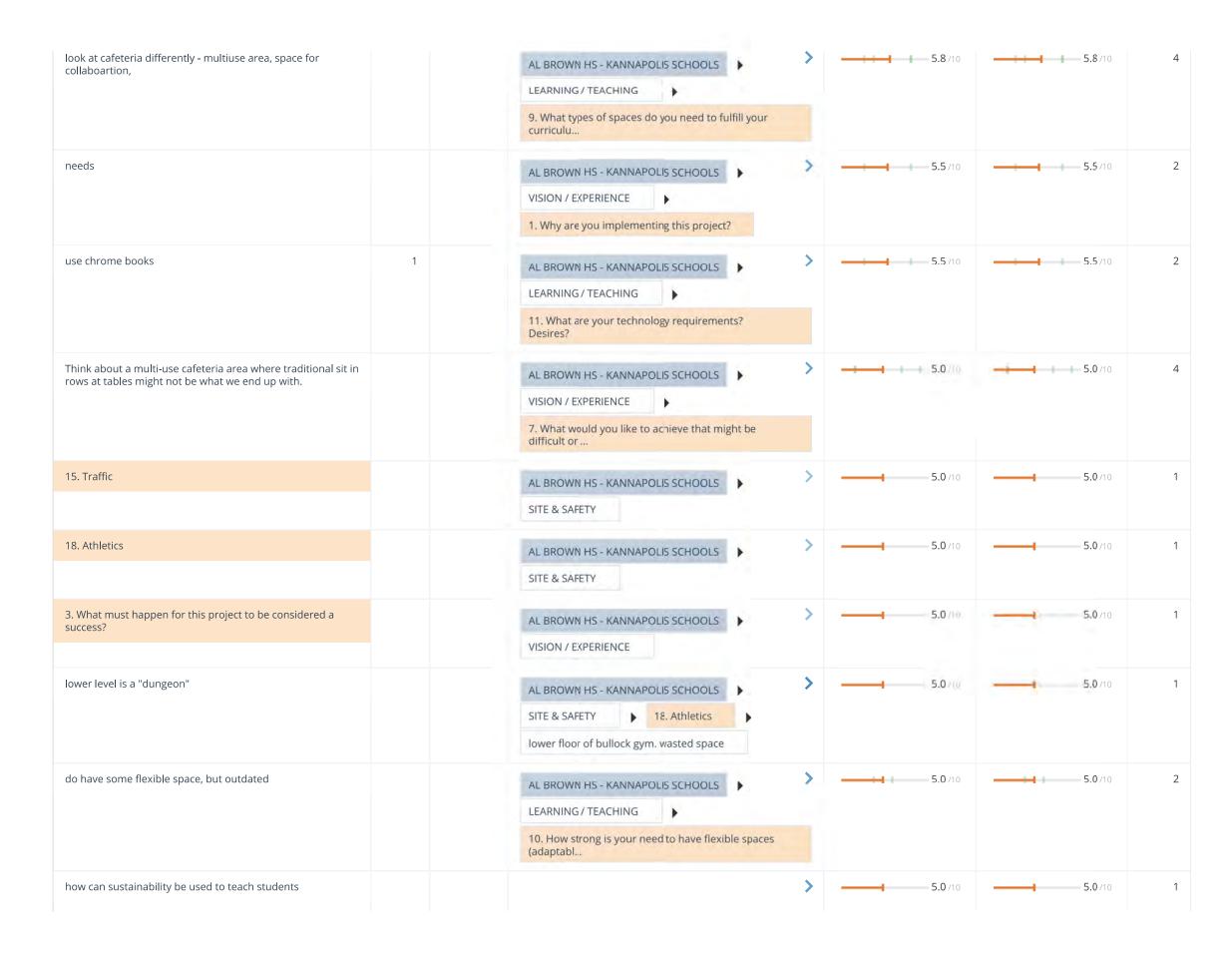




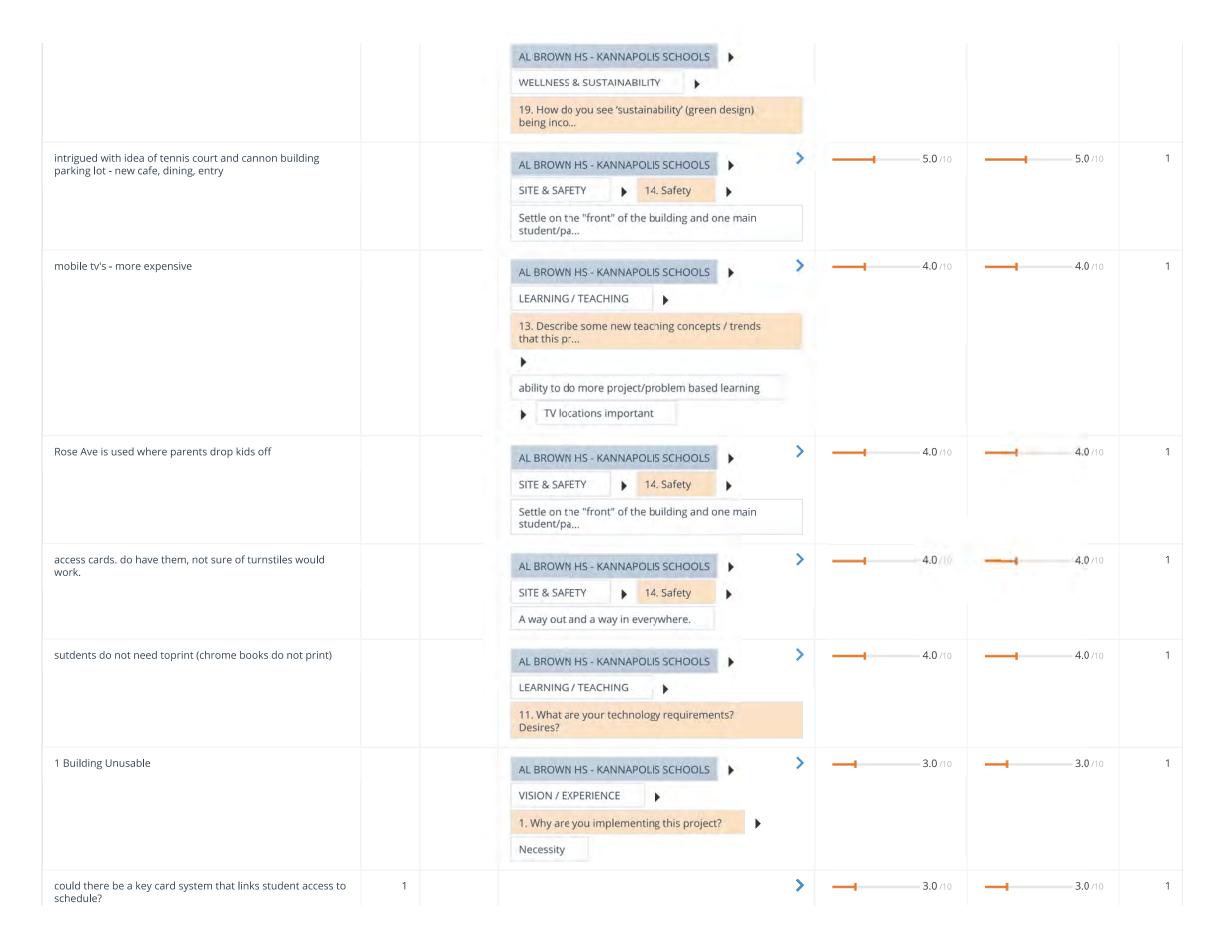




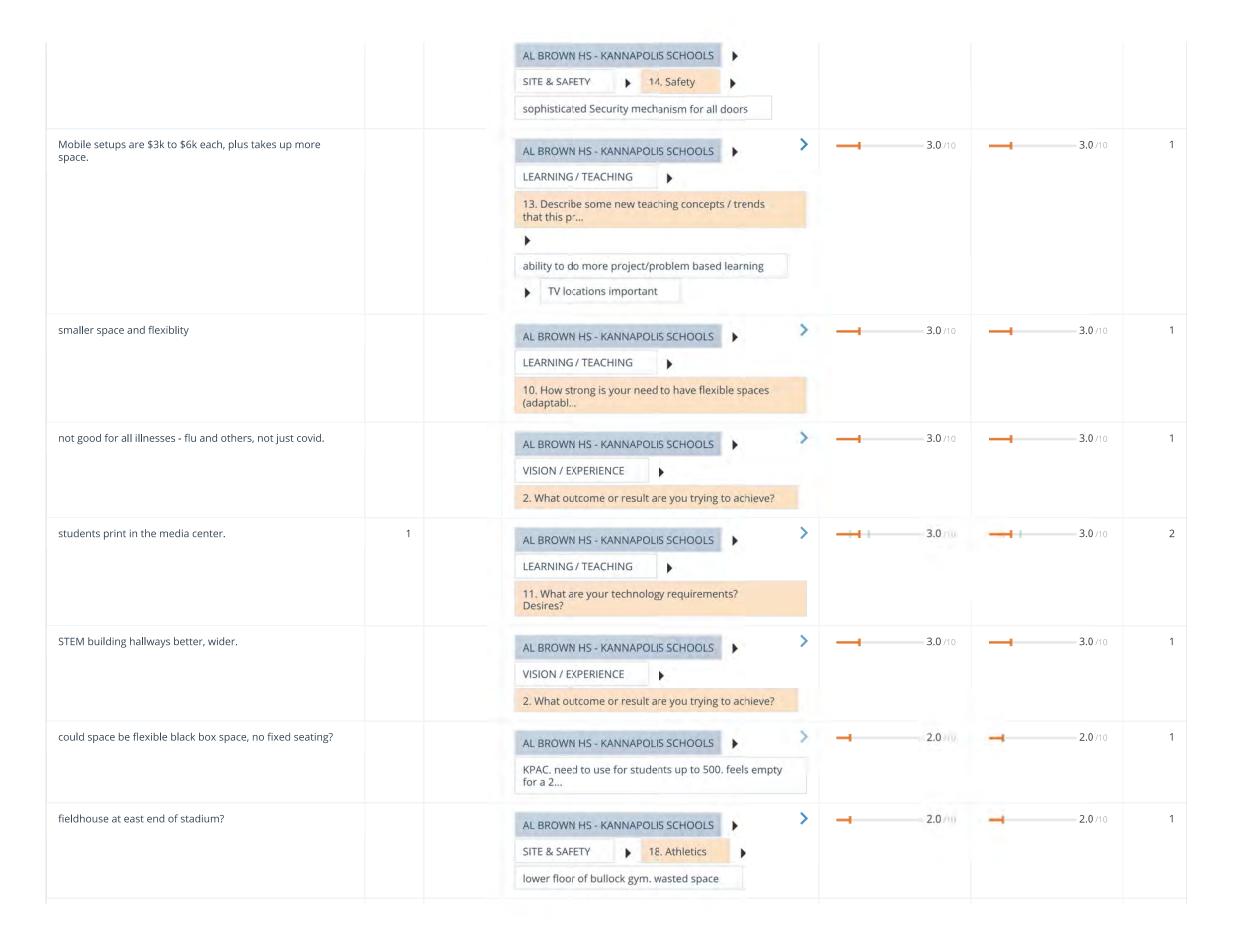




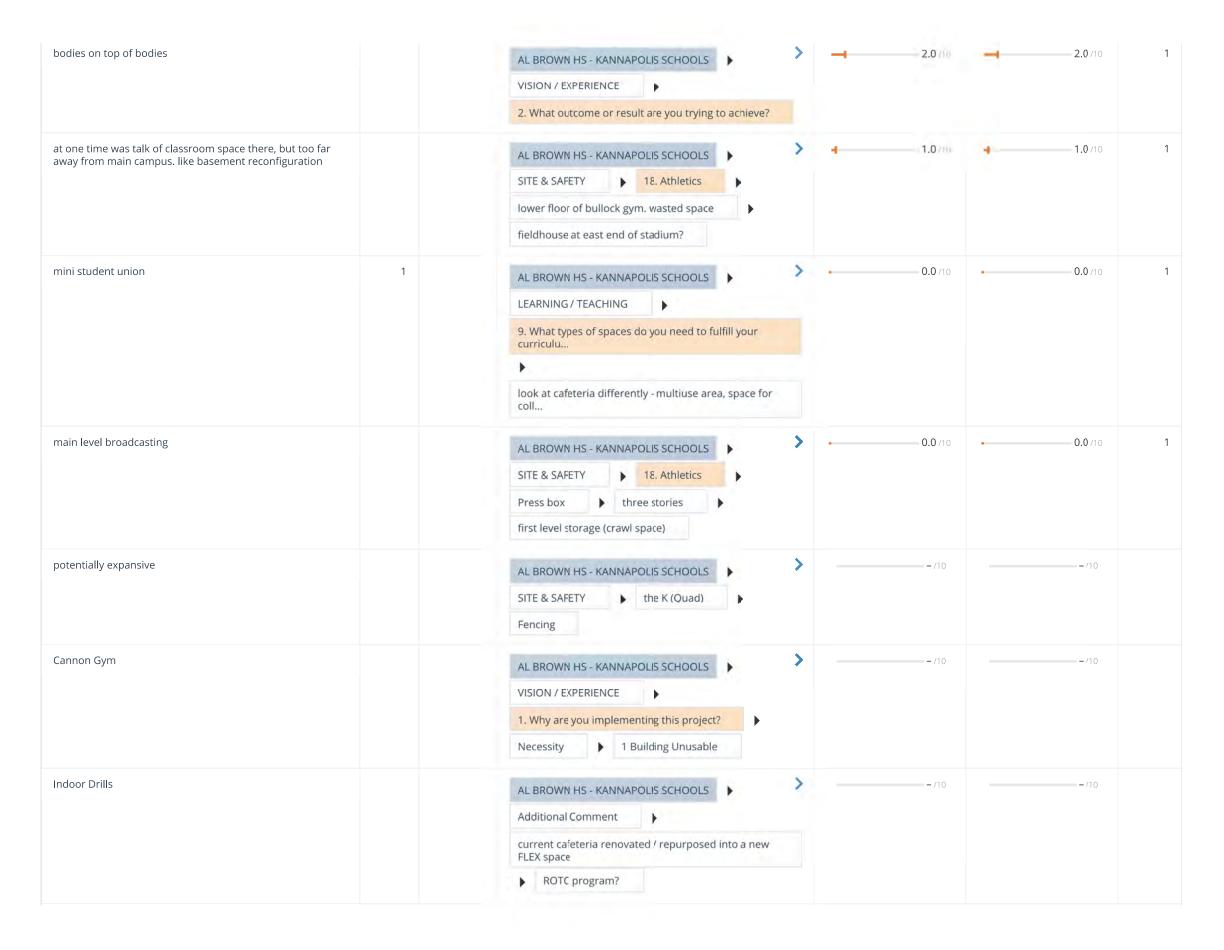








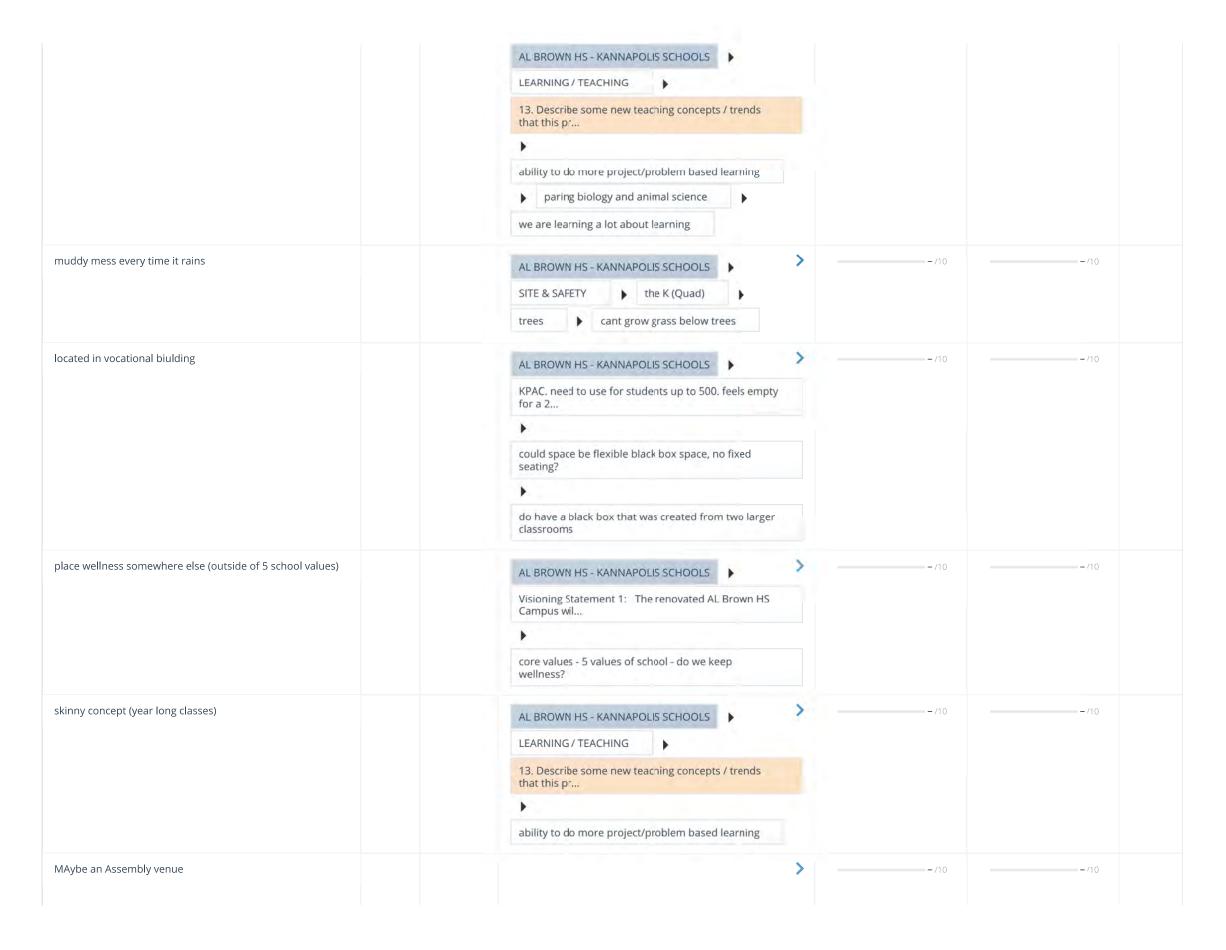




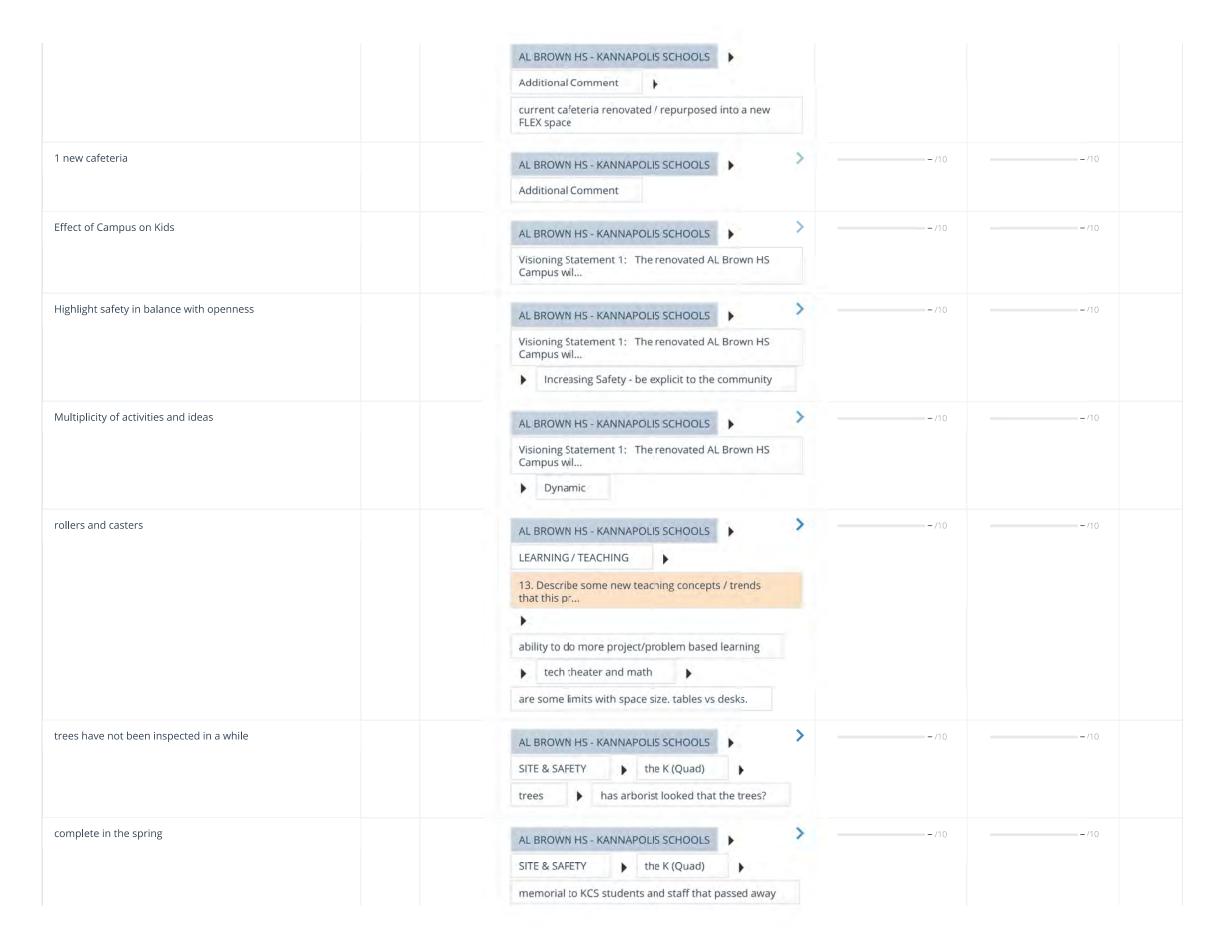












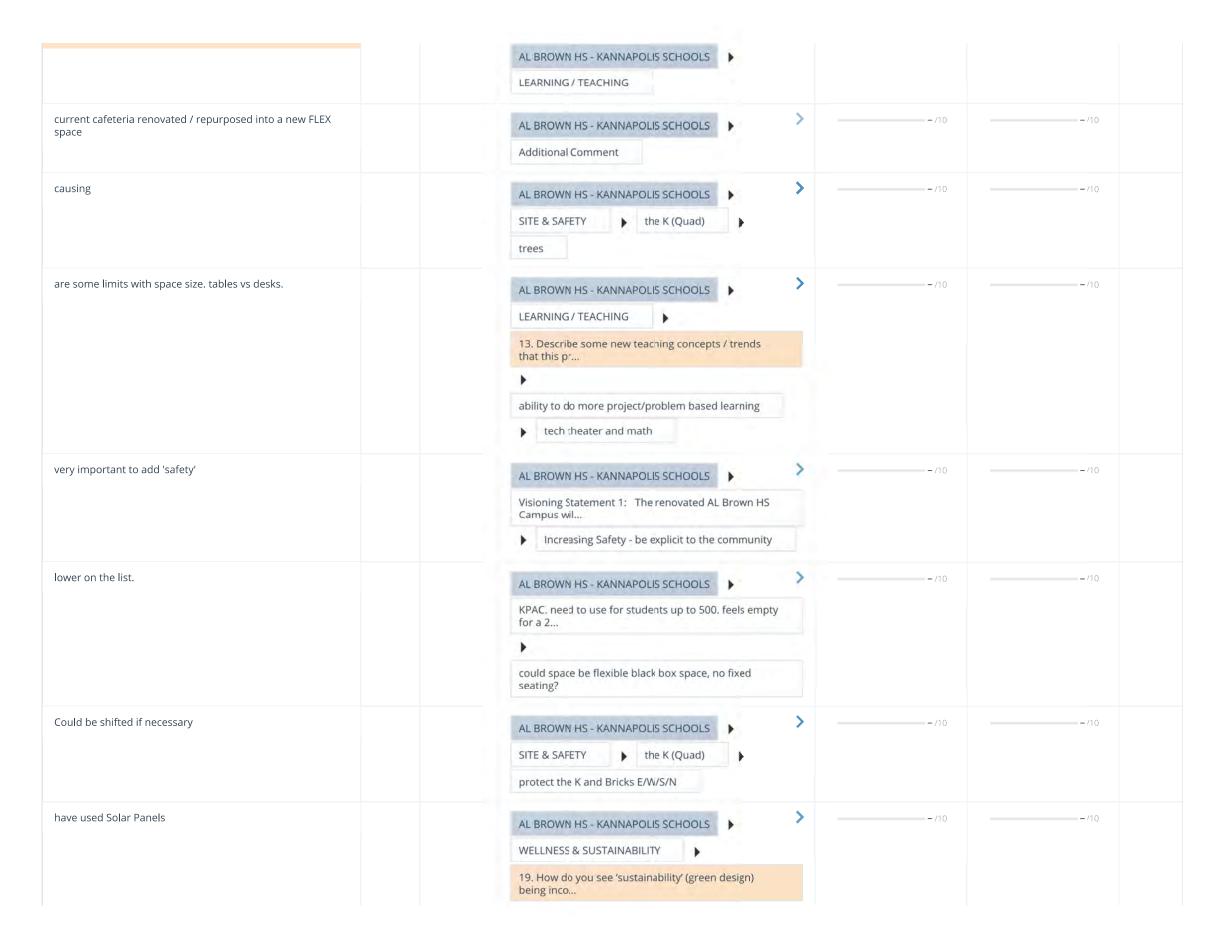


do have a black box that was created from two larger classrooms	AL BROWN HS - KANNAPOLIS SCHOOLS	>	-/10	-/10
Classicollis	KPAC. need to use for students up to 500. feels empty for a 2			
	•			
	could space be flexible black box space, no fixed seating?			
bigger leaves	AL BROWN HS - KANNAPOLIS SCHOOLS	>	-/10	-/10
	trees by specimens?			
repurposing space	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 1700 to 2200 projected	>	-/10	-/10
	need more classrooms! can get through a variety of ways			
1932	AL BROWN HS - KANNAPOLIS SCHOOLS	>	-/10	-/10
	VISION / EXPERIENCE			
	1. Why are you implementing this project?			
	Necessity 1 Building Unusable			
	Cannon Gym			
How is maintenance achieved?	AL BROWN HS - KANNAPOLIS SCHOOLS	>	-/10	-/10
	SITE & SAFETY • the K (Quad)			
can get through a variety of ways	AL BROWN HS - KANNAPOLIS SCHOOLS	>	-/10	-/10
	SITE & SAFETY 1700 to 2200 projected			
	need more classrooms!			
Could be salvaged and reused	AL BROWN HS - KANNAPOLIS SCHOOLS	>	- /10	-/10
	SITE & SAFETY • the K (Quad)			
	Markers			
Evolving		>	-/10	-/10

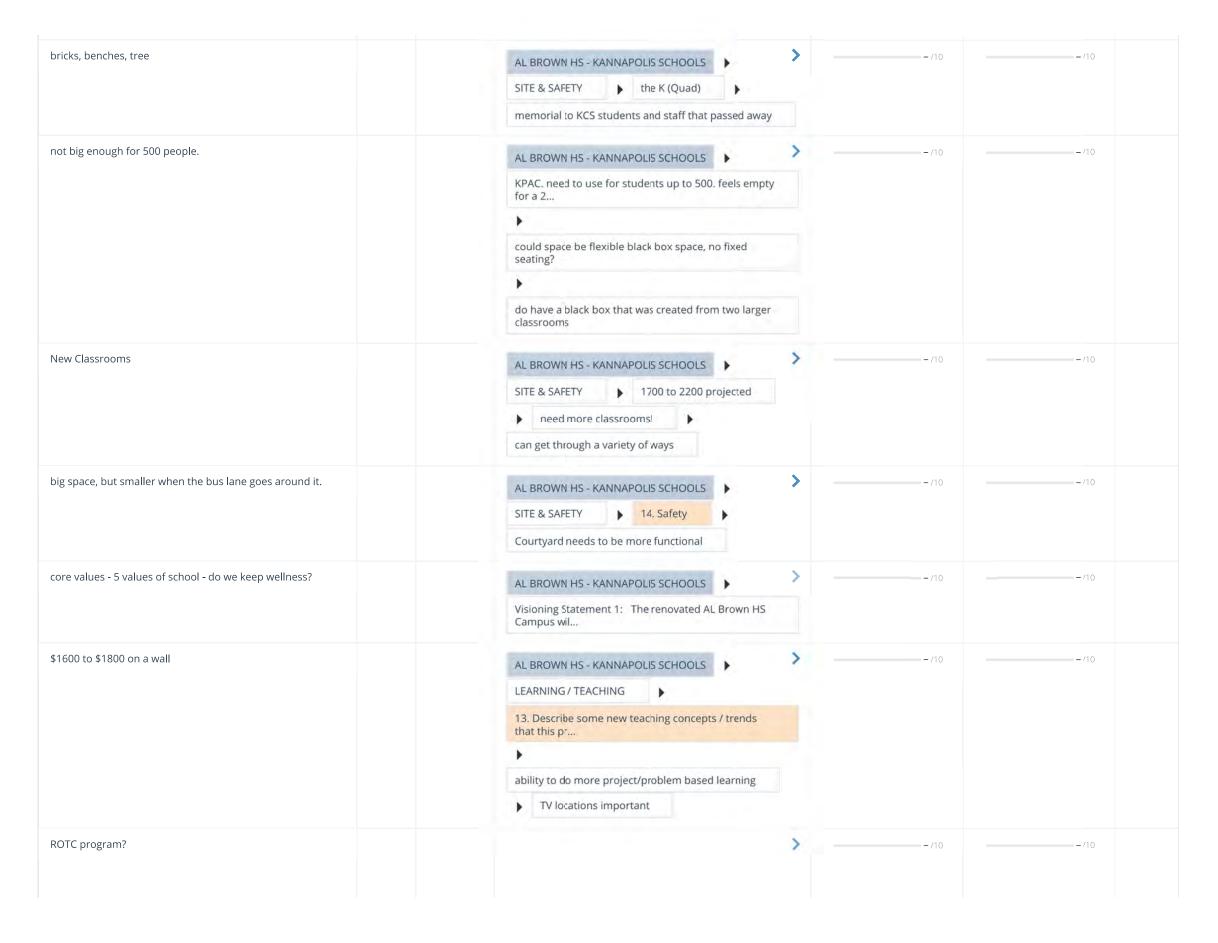


	AL BROWN HS - KANNAPOLIS SCHOOLS
	Visioning Statement 1: The renovated AL Brown HS Campus wil
	Evolving / changing vs Uncertain
why?	AL BROWN HS - KANNAPOLIS SCHOOLS -710
	Visioning Statement 1: The renovated AL Brown HS Campus wil
	Increasing Safety - be explicit to the community
	very important to add 'safety'
some will see as monuments / pillars of legacy	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY ▶ the K (Quad) ▶
	trees
minimize but provide safety to the QUAD	AL BROWN HS - KANNAPOLIS SCHOOLS - 710
	SITE & SAFETY • the K (Quad)
	Fencing
	how efficient can we be with fencing?
trees	AL BROWN HS - KANNAPOLIS SCHOOLS - 710
	SITE & SAFETY
Classroom space	AL BROWN HS - KANNAPOLIS SCHOOLS - 7/10
	Additional Comment •
	current cafeteria renovated / repurposed into a new FLEX space
	ROTC program?
2. What outcome or result are you trying to achieve?	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	VISION / EXPERIENCE
look at economics and aesthetics	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY • the K (Quad) •
	Fencing
9. What types of spaces do you need to fulfill your curriculum? Why?	> -/10 -/10











	Additional Comment current cafeteria renovated / repurposed into a new FLEX space
Front office has been moved multiple times	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety Settle on the "front" of the building and one main student/pa
20. Do you have specific energy goals for this project?	AL BROWN HS - KANNAPOLIS SCHOOLS WELLNESS & SUSTAINABILITY
tech theater and math	AL BROWN HS - KANNAPOLIS SCHOOLS LEARNING / TEACHING 13. Describe some new teaching concepts / trends that this pr b ability to do more project/problem based learning
keep recognition of classes on bricks	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY the K (Quad) Markers
in one of the pentagonal spaces	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY the K (Quad) memorial to KCS students and staff that passed away NW cuadrant of the Quad
potential alternate	AL BROWN H5 - KANNAPOLIS SCHOOLS SITE & SAFETY the K (Quad) Fencing
tennis court area is a huge area	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety Courtyard needs to be more functional
	>



specimens?	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	SITE & SAFETY		
	trees		
Increasing Safety - be explicit to the community	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	Visioning Statement 1: The renovated AL Brown HS Campus wil		
turfing the quad area	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	SITE & SAFETY		
21. Is there one specific vision or goal that you believe is most important for this project?	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	- /10
most important for this project.	WELLNESS & SUSTAINABILITY		
Note end all be all,	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	WELLNESS & SUSTAINABILITY		
	19. How do you see 'sustainability' (green design) being inco		
is location behind vocational an opportunity for space	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	KPAC. need to use for students up to 500. feels empty for a 2		
	· ·		
	could space be flexible black box space, no fixed seating?		
	>		
	do have a black box that was created from two larger classrooms		
NW quadrant of the Quad	AL BROWN HS - KANNAPOLIS SCHOOLS	- /10	-/10
	SITE & SAFETY		
	memorial to KCS students and staff that passed away		
huddle spaces?	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	Additional Comment •		
	current cafeteria renovated / repurposed into a new FLEX space		
upper level videotaping for coaches - closed in.	1	- /10	- /10



	AL BROWN HS - KANNAPOLIS SCHOOLS
	SITE & SAFETY 18. Athletics
	Press box hthree stories
Evolving / changing vs Uncertain	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	Visioning Statement 1: The renovated AL Brown HS Campus wil
cant grow grass below trees	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY • the K (Quad) •
	trees
back is where the KPAC is	AL BROWN HS - KANNAPOLIS SCHOOLS -710
	SITE & SAFETY 14. Safety
	Settle on the "front" of the building and one main student/pa
shade is wanted	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY the K (Quad)
the K (Quad)	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY
hardening of entries and front door as priorities	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY • the K (Quad)
	Fencing
4. Name some key elements of success for students, faculty, and the community.	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	VISION / EXPERIENCE
has arborist looked that the trees?	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY • the K (Quad) •
	trees
22. Are there any other thoughts, comments or questions that you would like to share?	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	WELLNESS & SUSTAINABILITY
	>

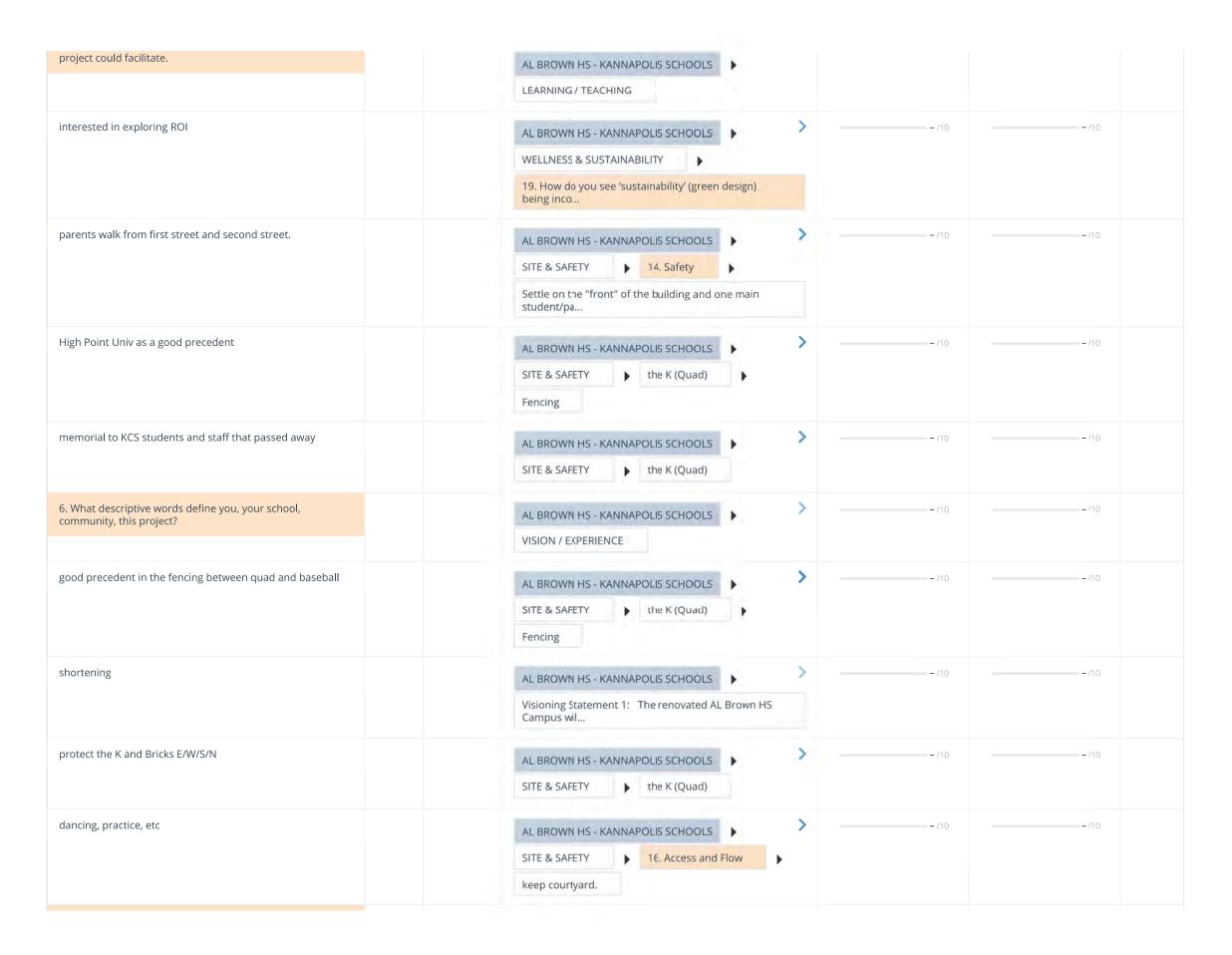


	AL BROWN HS - KANNAPOLIS SCHOOLS
	SITE & SAFETY 18. Athletics
	Press box
Evolving / changing vs Uncertain	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	Visioning Statement 1: The renovated AL Brown HS Campus wil
cant grow grass below trees	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY the K (Quad)
	trees
back is where the KPAC is	AL BROWN HS - KANNAPOLIS SCHOOLS -/10
	SITE & SAFETY 14. Safety
	Settle on the "front" of the building and one main student/pa
shade is wanted	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY
the K (Quad)	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY
hardening of entries and front door as priorities	AL BROWN HS - KANNAPOLIS SCHOOLS -/10
	SITE & SAFETY • the K (Quad)
	Fencing
4. Name some key elements of success for students, faculty, and the community.	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	VISION / EXPERIENCE
has arborist looked that the trees?	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	SITE & SAFETY
	trees
22. Are there any other thoughts, comments or questions that you would like to share?	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10
	WELLNESS & SUSTAINABILITY
	>



Doors everywhere	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY 14. Safety	/10
Symmetry is not there as trees have been lost over the years	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY the K (Quad) trees	/10
Dynamic	AL BROWN HS - KANNAPOLIS SCHOOLS Visioning Statement 1: The renovated AL Brown HS Campus wil	/10
manageable green/ trees are desired	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY the K (Quad)	/10
how efficient can we be with fencing?	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY the K (Quad) Fencing	/10
1700 to 2200 projected	AL BROWN HS - KANNAPOLIS SCHOOLS > -/10	/10
5. How do you want this project to be viewed by the community?	AL BROWN HS - KANNAPOLIS SCHOOLS VISION / EXPERIENCE	/10
includes angles you are trying to include	AL BROWN HS - KANNAPOLIS SCHOOLS Visioning Statement 1: The renovated AL Brown HS Campus wil	/10
what is the best vegetation for the quad and its uses?	AL BROWN HS - KANNAPOLIS SCHOOLS SITE & SAFETY the K (Quad)	/10
are there Energy Use Intensity Goals (EUI).	AL BROWN HS - KANNAPOLIS SCHOOLS WELLNESS & SUSTAINABILITY 19. How do you see 'sustainability' (green design) being inco how can sustainability be used to teach students	/10
13. Describe some new teaching concepts / trends that this	> -/10	/10







7. What would you like to achieve that might be difficult or impossible?	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	VISION / EXPERIENCE		
Where the "front" of the building is is not where we want visitors to come, students to be dropped off.	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	- /10
	SITE & SAFETY \ \rightarrow 14. Safety \ \rightarrow		
	Settle on the "front" of the building and one main student/pa		
consequences to the project \$\$\$	AL BROWN HS - KANNAPOLIS SCHOOLS	- /10	- /10
	SITE & SAFETY • the K (Quad)		
	Fencing		
promote an environment that ensures safety, community, equity and growth	AL BROWN HS - KANNAPOLIS SCHOOLS	- /10	- /10
	Visioning Statement 1: The renovated AL Brown HS Campus wil		
8. Are there examples of spaces/other facilities that come to mind when you vision this project?	AL BROWN HS - KANNAPOLIS SCHOOLS	- /10	-/10
	VISION / EXPERIENCE		
Markers	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	SITE & SAFETY • the K (Quad)		
redesign of entrance to music?	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	- /10
	SITE & SAFETY		
Connection to Art bldg?	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	SITE & SAFETY • the K (Quad)		
Fencing	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	-/10
	SITE & SAFETY • the K (Quad)		
VISION / EXPERIENCE	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	- /10
WELLNESS & SUSTAINABILITY	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	- /10
i	AL BROWN HS - KANNAPOLIS SCHOOLS	-/10	- /10
Visioning Statement 1: The renovated AL Brown HS Campus	1 —	-/10	-/10



will continue the legacy of its rich history while modernizing learning environments to support student centered growth and prepare them for tomorrow's collaborative, creative, innovative and uncertain world. Core Values of Inclusivity, Integrity, Family, Tradition, Wellness, and Growth will be manifested in the Campus' physical environments and experiential opportunities for all students.	AL BROWN HS - KANNAPOLIS SCHOOLS
Visioning Statement 2: A modern learning environment with respect to the traditional campus that through collaboration focuses on the school's core values (Tradition, Growth, Inclusivity, Integrity and Family) to provide students opportunities for growth by creating a safe, efficient, flexible, and sustainable campus.	AL BROWN HS - KANNAPOLIS SCHOOLS -/10
Additional Comment	AL BROWN HS - KANNAPOLIS SCHOOLS -/10
Visioning Statement:	AL BROWN HS - KANNAPOLIS SCHOOLS -/10
Vision Statement FINAL DRAFT: The renovated AL Brown HS Campus will continue the legacy of its rich history while modernizing learning environments to support student-centered growth and prepare them for tomorrow's collaborative, creative, innovative, and evolving world. Core Values of Inclusivity, Integrity, Equity, Tradition, and Growth will be manifested in the Campus' physical environments and experiential opportunities for all students while balancing safety with openness.	AL BROWN HS - KANNAPOLIS SCHOOLS ——/10







DISCOVER: CAMPUS HISTORY

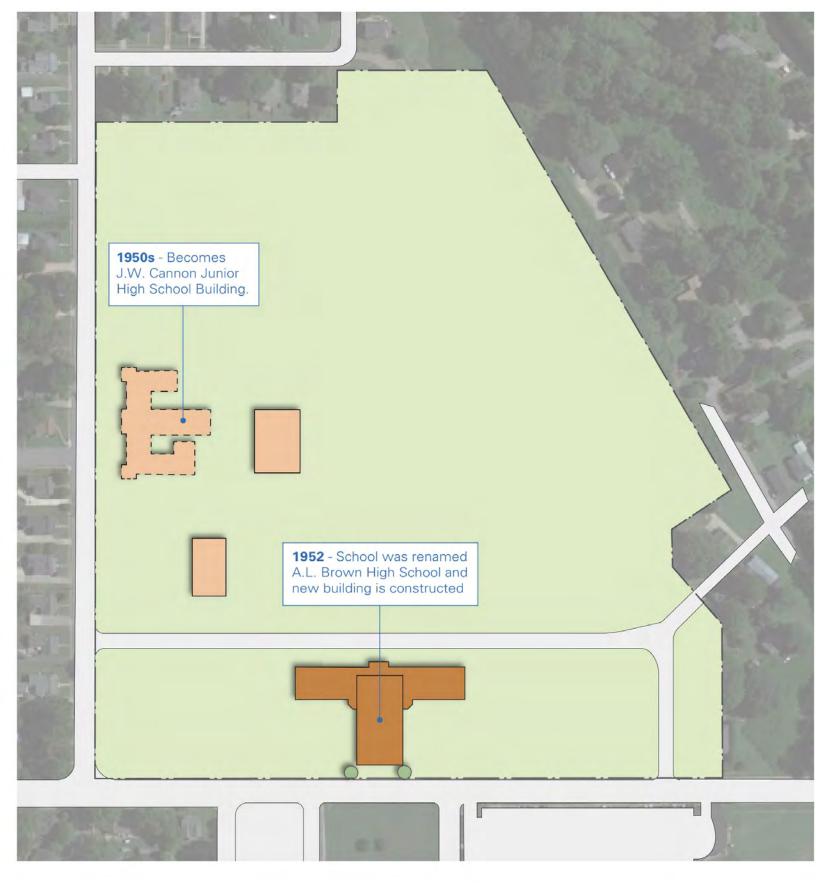


HISTORY 1924-1939







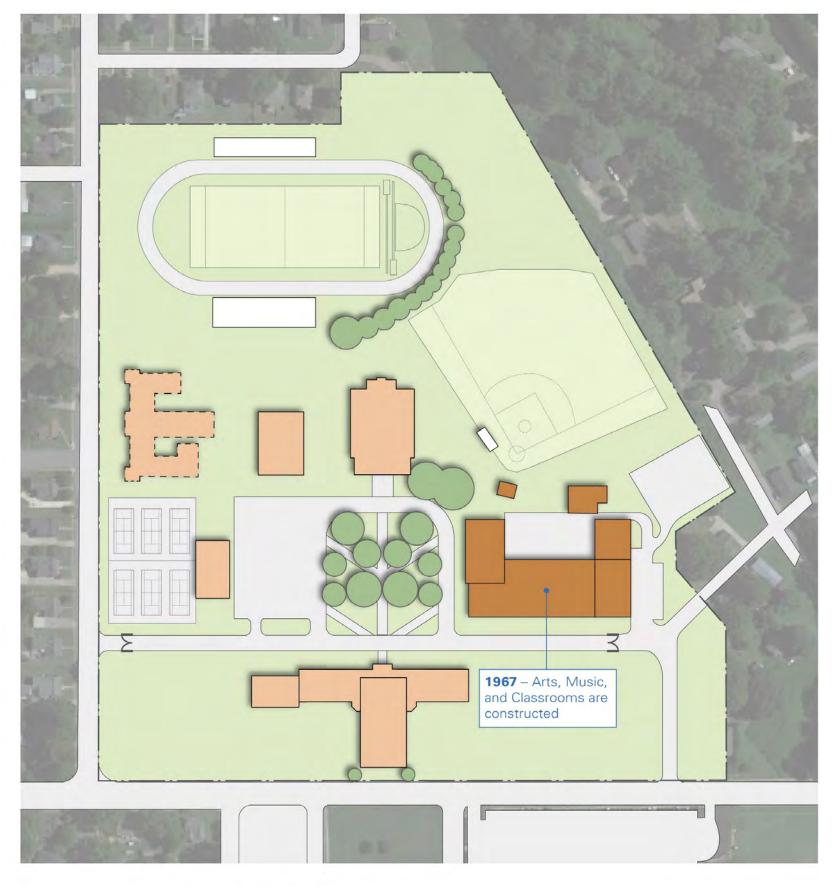


HISTORY 1952









HISTORY 1960'S









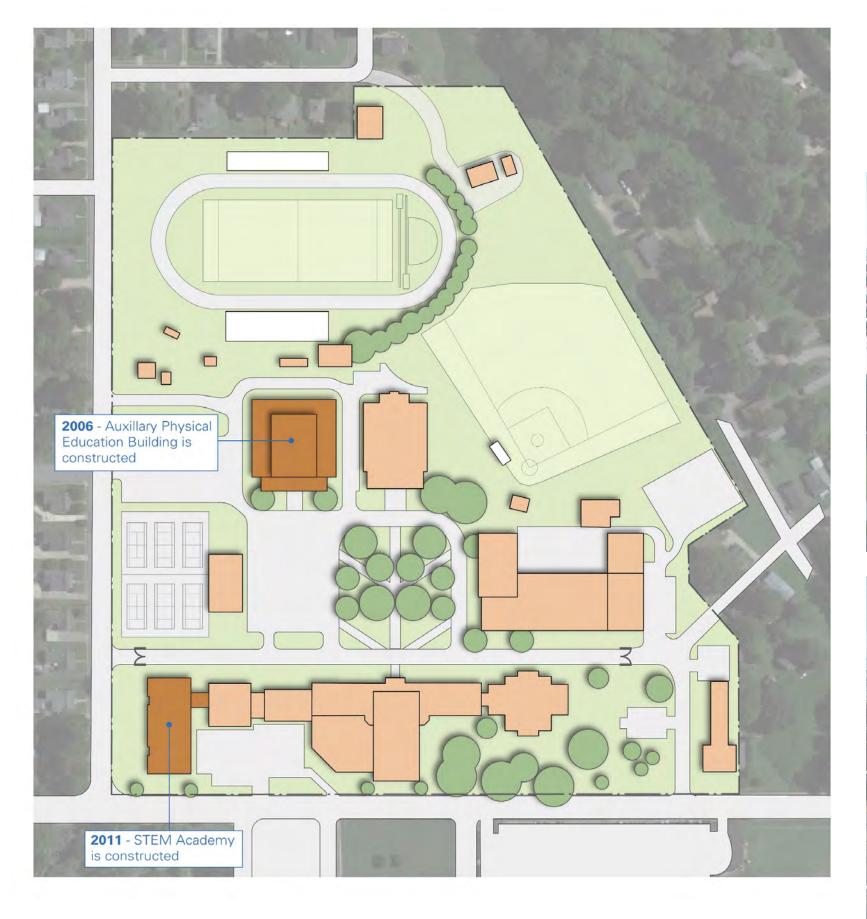
HISTORY 1990'S











HISTORY 2000'S

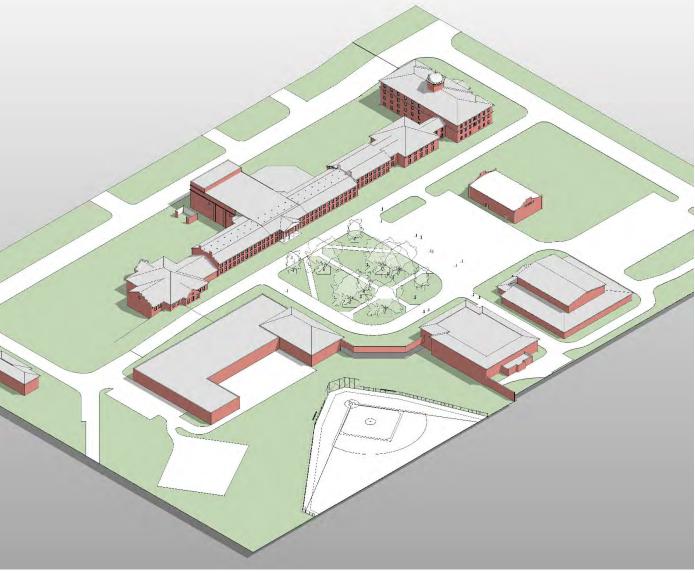




EXISTING CONDITIONS



HISTORY 2021

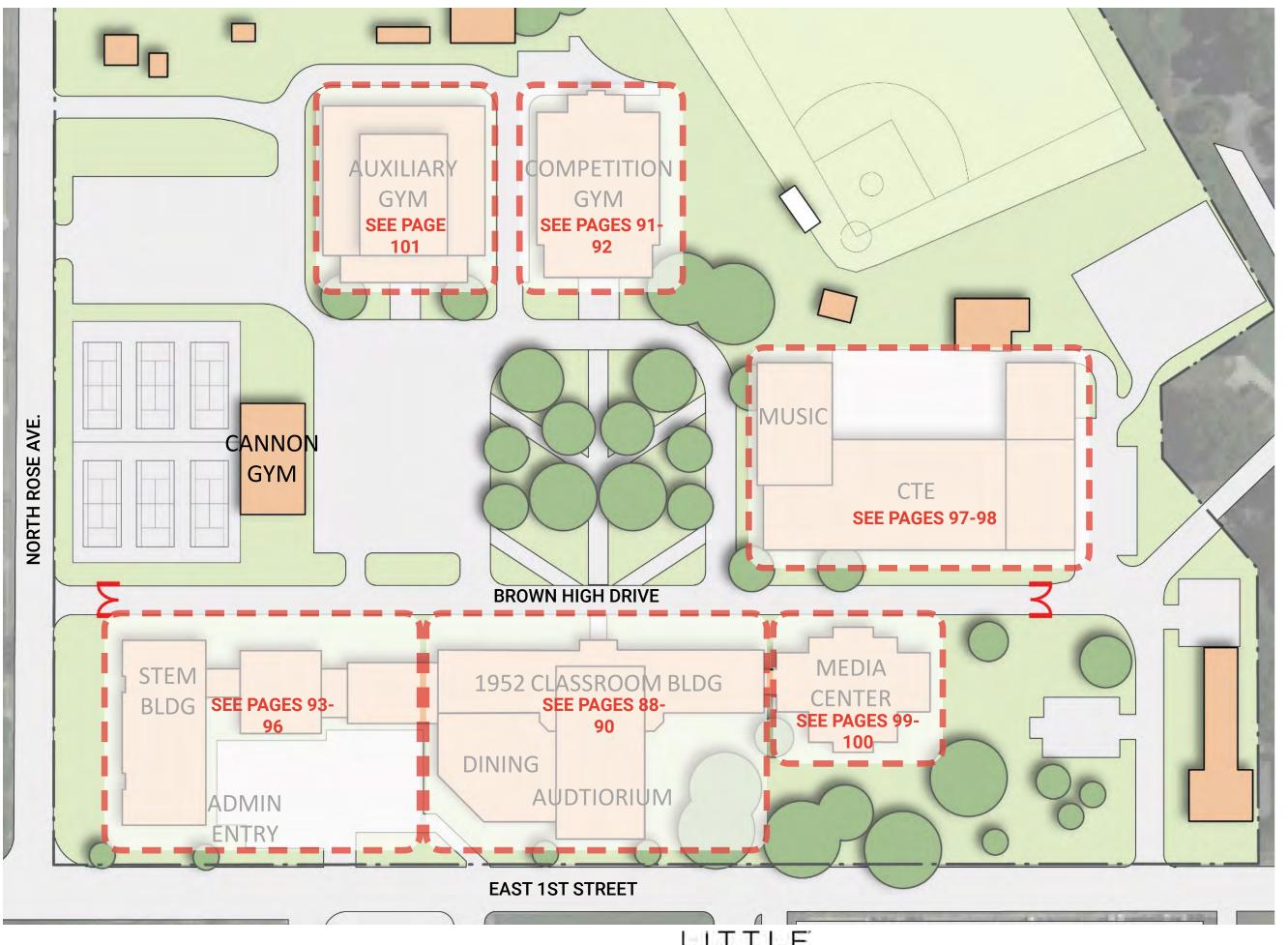


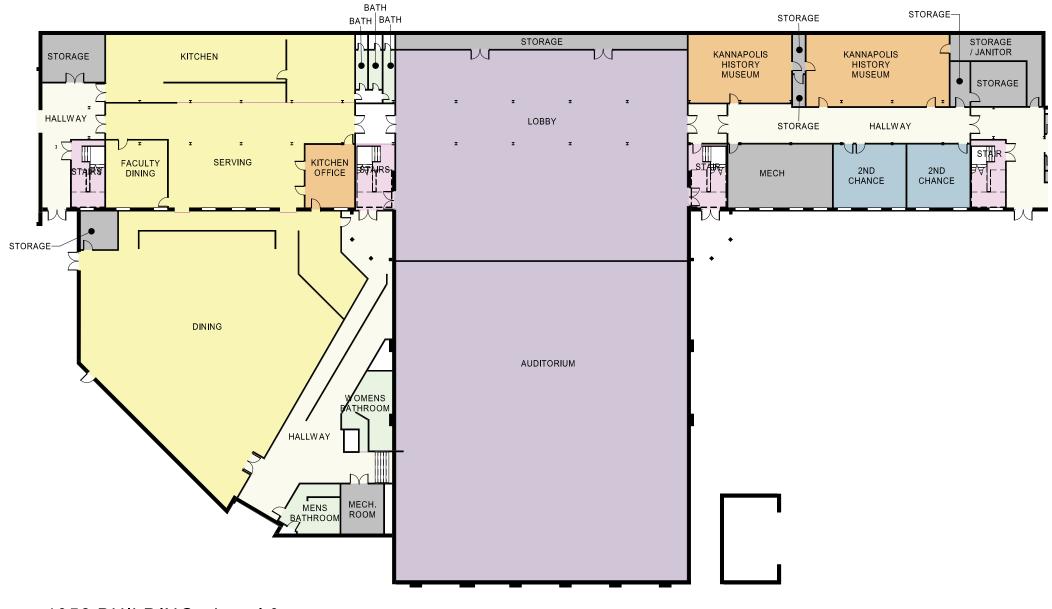






DISCOVER: EXISTING CONDITIONS PLANS





1952 BUILDING - Level 0

1/32" = 1'-0"



Roo	Room Schedule - 1952 BUILDING - Level 0					
Level	Name	Area	Department	Com ment s		
LEVEL 00	2ND CHANCE	441 SF	CLASS	1952		
LEVEL 00	2ND CHANCE	508 SF	CLASS	1952		
LEVEL 00	AUDITORIUM	10287 SF	ART	1952		
LEVEL 00	BATH	50 SF	BATHROOM	1952		
LEVEL 00	BATH	57 SF	BATHROOM	1952		
LEVEL 00	BATH	67 SF	BATHROOM	1952		
LEVEL 00	DINING	6148 SF	DINING	1952		
LEVEL 00	FACULTY DINING	459 SF	DINING	1952		
LEVEL 00	HALLWAY	1910 SF	HALLWAY	1952		
LEVEL 00	HALLWAY	975 SF	HALLWAY	1952		
LEVEL 00	2ND CHANCE AUDITORIUM BATH BATH BATH DINING FACULTY DINING HALLWAY	508 SF 10287 SF 50 SF 57 SF 67 SF 6148 SF 459 SF 1910 SF	CLASS ART BATHROOM BATHROOM BATHROOM DINING DINING HALLWAY	1955 1955 1955 1955 1955 1955 1955		

HALLWAY 526 SF 1952 LEVEL 00 HALLWAY LEVEL 00 HALLWAY 166 SF HALLWAY 1952 LEVEL 00 KANNAPOLIS HISTORY MUSEUM 778 SF ADMIN 1952 1952 KANNAPOLIS HISTORY MUSEUM LEVEL 00 1134 SF ADMIN LEVEL 00 KITCHEN 1846 SF DINING 1952 LEVEL 00 KITCHEN OFFICE 345 SF ADMIN 1952 6777 SF 1952 LEVEL 00 LOBBY ART LEVEL 00 MECH 732 SF SUPPORT 1952 LEVEL 00 MECH. ROOM 232 SF SUPPORT 1952 LEVEL 00 MENS BATHROOM 272 SF BATHROOM 1952 LEVEL 00 SERVING 1952 DINING 2069 SF LEVEL 00 STAIR 256 SF STAIR 1952 LEVEL 00 STAIR 261 SF 1952 STAIRS 246 SF 1952 STAIR LEVEL 00 275 SF LEVEL 00 STAIRS STAIR 1952 LEVEL 00 STORAGE 326 SF SUPPORT 1952 LEVEL 00 465 SF SUPPORT 1952 43 SF LEVEL 00 STORAGE SUPPORT 1952

54 SF

156 SF

271 SF

334 SF

333 SF

38896 SF

SUPPORT

SUPPORT

SUPPORT

SUPPORT

SUPPORT

1952

1952

1952

1952

1952

1952

LEVEL 00 STORAGE

LEVEL 00 STORAGE

STORAGE

STORAGE

LEVEL 00 WOMENS BATHROOM

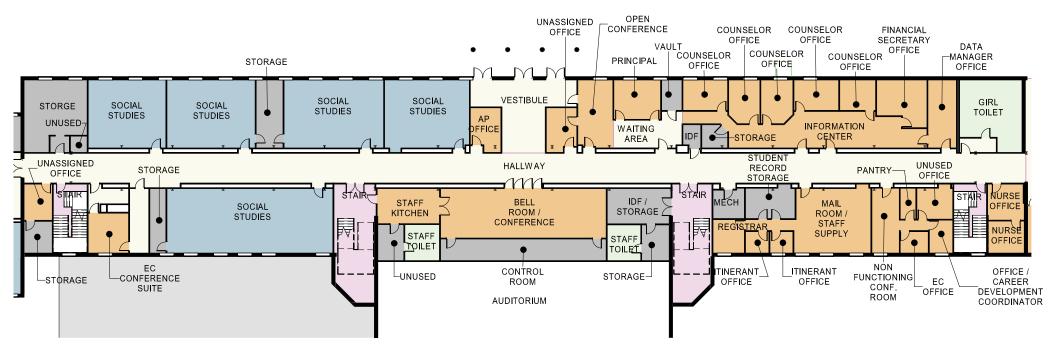
STORAGE / JANITOR

LEVEL 00

LEVEL 00

LEVEL 00

Grand total: 34



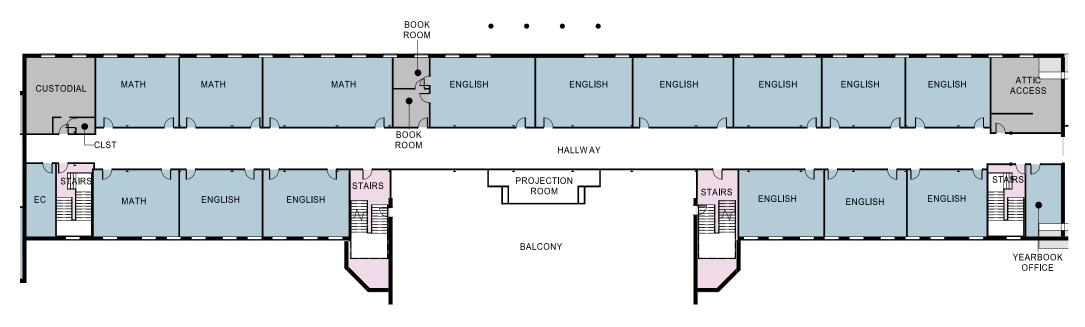
1952 BUILDING - Level 1

1/32" = 1'-0"



LEVEL 01 BE	F / STORAGE FORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	138 SF 903 SF 391 SF 120 SF 149 SF 149 SF 145 SF 149 SF 223 SF 177 SF 66 SF 84 SF 229 SF 435 SF 3430 SF 43 SF 246 SF 711 SF 55 SF 54 SF	ADMIN ADMIN SUPPORT ADMIN HALLWAY ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 BE LEVEL 01 CC LEVEL 01 EC LEVEL 01 EC LEVEL 01 EN LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MA LEVEL 01 MC LEVEL 01 MC LEVEL 01 CC LEVEL 01 MC LEVEL 01 MC LEVEL 01 MC LEVEL 01 MC LEVEL 01 NU LEVEL 01 NU LEVEL 01 NU LEVEL 01 NC LEVEL 01 SC LEVEL 01 RE LEVEL 01 SC	LL ROOM / CONFERENCE NTROL ROOM UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE TA MANAGER OFFICE CONFERENCE SUITE OFFICE TRANCE IANCIAL SECRETARY OFFICE RA TOILET LLWAY LLWAY LLWAY E F / STORAGE CORMATION CENTER NERANT OFFICE NERANT OFFICE UL ROOM / STAFF SUPPLY CH	903 SF 391 SF 120 SF 149 SF 149 SF 145 SF 149 SF 213 SF 177 SF 66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN SUPPORT ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 BE LEVEL 01 CC LEVEL 01 EC LEVEL 01 EC LEVEL 01 EN LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MA LEVEL 01 MC LEVEL 01 MC LEVEL 01 CC LEVEL 01 MC LEVEL 01 MC LEVEL 01 MC LEVEL 01 MC LEVEL 01 NU LEVEL 01 NU LEVEL 01 NU LEVEL 01 NC LEVEL 01 SC LEVEL 01 RE LEVEL 01 SC	LL ROOM / CONFERENCE NTROL ROOM UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE TA MANAGER OFFICE CONFERENCE SUITE OFFICE TRANCE IANCIAL SECRETARY OFFICE RA TOILET LLWAY LLWAY LLWAY E F / STORAGE CORMATION CENTER NERANT OFFICE NERANT OFFICE UL ROOM / STAFF SUPPLY CH	903 SF 391 SF 120 SF 149 SF 149 SF 145 SF 149 SF 213 SF 177 SF 66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN SUPPORT ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 CC LEVEL 01 EC LEVEL 01 EC LEVEL 01 EC LEVEL 01 HA LEVEL 01 IDF LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MA LEVEL 01 MC LEVEL 01 CC LEVEL 01 CC LEVEL 01 CC LEVEL 01 CC LEVEL 01 ITII LEVEL 01 ITII LEVEL 01 ITII LEVEL 01 MC LEVEL 01 CC LEVEL 01 NU LEVEL 01 NU LEVEL 01 NU LEVEL 01 SC LEVEL 01 PA LEVEL 01 RE LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	NTROL ROOM UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE TA MANAGER OFFICE CONFERENCE SUITE OFFICE TRANCE IANCIAL SECRETARY OFFICE RIANCIAL SECRETARY OFFICE RIANCIAL SECRETARY LLWAY LL	120 SF 149 SF 149 SF 149 SF 145 SF 149 SF 213 SF 177 SF 66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	SUPPORT ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 CC LEVEL 01 EC LEVEL 01 EC LEVEL 01 EC LEVEL 01 EN LEVEL 01 EN LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 INF LEVEL 01 INF LEVEL 01 INF LEVEL 01 INF LEVEL 01 MA LEVEL 01 FIN LEVEL 01 INF LEVEL 01 INF LEVEL 01 FIN LEVEL 01 INF LEVEL 01 INF LEVEL 01 MA LEVEL 01 MC LEVEL 01 NO LEVEL 01 NO LEVEL 01 PA LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST LEVEL 01 ST	UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE TA MANAGER OFFICE CONFERENCE SUITE OFFICE TRANCE IANCIAL SECRETARY OFFICE RL TOILET LLWAY LLWAY LLWAY E/ STORAGE ORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	149 SF 149 SF 145 SF 149 SF 213 SF 177 SF 66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 CC LEVEL 01 CC LEVEL 01 CC LEVEL 01 EC LEVEL 01 EC LEVEL 01 EC LEVEL 01 FIN LEVEL 01 HA LEVEL 01 IDF LEVEL 01 INF LEVEL 01 ITII LEVEL 01 MA LEVEL 01 NC LEVEL 01 NC LEVEL 01 NC LEVEL 01 SO LEVEL 01 PA LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST LEVEL 01 ST	UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE UNSELOR OFFICE TA MANAGER OFFICE CONFERENCE SUITE OFFICE TRANCE IANCIAL SECRETARY OFFICE RL TOILET LLWAY LLWAY LLWAY E S / STORAGE FORMATION CENTER NERANT OFFICE UNERANT OFFICE	149 SF 145 SF 149 SF 213 SF 177 SF 66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN ADMIN ADMIN ADMIN ADMIN ADMIN ADMIN ADMIN ADMIN BATHROOM HALLWAY HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 CC LEVEL 01 DA LEVEL 01 EC LEVEL 01 EC LEVEL 01 FIN LEVEL 01 HA LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 ITII LEVEL 01 MA LEVEL 01 NO LEVEL 01 NO LEVEL 01 SO LEVEL 01 PA LEVEL 01 PA LEVEL 01 RE LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	UNSELOR OFFICE UNSELOR OFFICE TA MANAGER OFFICE CONFERENCE SUITE OFFICE TRANCE IANCIAL SECRETARY OFFICE RL TOILET LLWAY LLWAY LLWAY E SORMATION CENTER NERANT OFFICE NERANT OFFICE UL ROOM / STAFF SUPPLY CH	145 SF 149 SF 213 SF 177 SF 66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN ADMIN ADMIN ADMIN ADMIN ADMIN HALLWAY ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 CC LEVEL 01 EC LEVEL 01 EC LEVEL 01 EN LEVEL 01 EN LEVEL 01 HA LEVEL 01 IDP LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MC LEVEL 01 NU LEVEL 01 NU LEVEL 01 SO LEVEL 01 RE LEVEL 01 RE LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	UNSELOR OFFICE TA MANAGER OFFICE CONFERENCE SUITE OFFICE TRANCE IANCIAL SECRETARY OFFICE RL TOILET LLWAY LLWAY LLWAY E F / STORAGE CORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	149 SF 213 SF 177 SF 66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN ADMIN ADMIN ADMIN HALLWAY ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 DA LEVEL 01 EC LEVEL 01 EC LEVEL 01 FIN LEVEL 01 HA LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 ITI LEVEL 01 MA LEVEL 01 MC LEVEL 01 NU LEVEL 01 NU LEVEL 01 SO LEVEL 01 RE LEVEL 01 RE LEVEL 01 RE LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	TA MANAGER OFFICE CONFERENCE SUITE OFFICE TRANCE IANCIAL SECRETARY OFFICE RL TOILET LLWAY LLWAY LLWAY F / STORAGE CORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	213 SF 177 SF 66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN ADMIN ADMIN HALLWAY ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 EC LEVEL 01 EN LEVEL 01 EN LEVEL 01 GIF LEVEL 01 HA LEVEL 01 IDF LEVEL 01 INF LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MA LEVEL 01 MA LEVEL 01 MC LEVEL 01 NU LEVEL 01 NU LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	CONFERENCE SUITE OFFICE TRANCE IANCIAL SECRETARY OFFICE RL TOILET LLWAY LLWAY LLWAY E FORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	177 SF 66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN ADMIN HALLWAY ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952 1952
LEVEL 01 EC LEVEL 01 EN LEVEL 01 FIN LEVEL 01 HA LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 ITII LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MA LEVEL 01 ITII LEVEL 01 MC LEVEL 01 NO LEVEL 01 NO LEVEL 01 PA LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST LEVEL 01 ST	OFFICE TRANCE IANCIAL SECRETARY OFFICE RL TOILET LLWAY LLWAY : // STORAGE ORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	66 SF 84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN HALLWAY ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952 1952
LEVEL 01 EN LEVEL 01 FIN LEVEL 01 GIR LEVEL 01 HA LEVEL 01 IDP LEVEL 01 INF LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MA LEVEL 01 MA LEVEL 01 MA LEVEL 01 NO LEVEL 01 NO LEVEL 01 NO LEVEL 01 SO LEVEL 01 PA LEVEL 01 PA LEVEL 01 PA LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	TRANCE IANCIAL SECRETARY OFFICE RL TOILET LLWAY LLWAY E	84 SF 229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	HALLWAY ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952 1952
LEVEL 01 FIN LEVEL 01 GIR LEVEL 01 HA LEVEL 01 IDF LEVEL 01 INF LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MA LEVEL 01 MA LEVEL 01 MA LEVEL 01 NO LEVEL 01 NO LEVEL 01 PA LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	ANCIAL SECRETARY OFFICE RL TOILET LLWAY LLWAY : : STORAGE GORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	229 SF 435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	ADMIN BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952 1952
LEVEL 01 GIF LEVEL 01 HA LEVEL 01 HA LEVEL 01 IDF LEVEL 01 ITII LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MA LEVEL 01 MC LEVEL 01 NU LEVEL 01 NU LEVEL 01 PA LEVEL 01 RE LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	RL TOILET LLWAY LLWAY E F / STORAGE FORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	435 SF 135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	BATHROOM HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952 1952
LEVEL 01 HA LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 ITII LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MC LEVEL 01 NU LEVEL 01 NU LEVEL 01 PA LEVEL 01 RE LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	LLWAY LLWAY : : / STORAGE :ORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	135 SF 3430 SF 43 SF 246 SF 711 SF 55 SF	HALLWAY HALLWAY SUPPORT SUPPORT	1952 1952 1952
LEVEL 01 HA LEVEL 01 IDP LEVEL 01 IDP LEVEL 01 ITII LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MC LEVEL 01 NU LEVEL 01 NU LEVEL 01 PA LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	LLWAY : : / STORAGE :ORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	3430 SF 43 SF 246 SF 711 SF 55 SF	HALLWAY SUPPORT SUPPORT	1952 1952
LEVEL 01 IDF LEVEL 01 IDF LEVEL 01 INF LEVEL 01 ITI LEVEL 01 MA LEVEL 01 NU LEVEL 01 NU LEVEL 01 NU LEVEL 01 PA LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	F / STORAGE F / STORAGE FORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	43 SF 246 SF 711 SF 55 SF	SUPPORT SUPPORT	1952
LEVEL 01 IDR LEVEL 01 ITI LEVEL 01 ITI LEVEL 01 ITI LEVEL 01 MA LEVEL 01 NU LEVEL 01 NU LEVEL 01 OF CC LEVEL 01 PA LEVEL 01 PA LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	F / STORAGE FORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	246 SF 711 SF 55 SF	SUPPORT	
LEVEL 01 INF LEVEL 01 ITII LEVEL 01 ITII LEVEL 01 MA LEVEL 01 NO LEVEL 01 NO LEVEL 01 NO LEVEL 01 OP LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	ORMATION CENTER NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	711 SF 55 SF		1952
LEVEL 01 ITII LEVEL 01 ITII LEVEL 01 MA LEVEL 01 ME LEVEL 01 NU LEVEL 01 NU LEVEL 01 OF CC LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST LEVEL 01 ST	NERANT OFFICE NERANT OFFICE IL ROOM / STAFF SUPPLY CH	55 SF	/ (DIVINA	1952
LEVEL 01 ITII LEVEL 01 MA LEVEL 01 MC LEVEL 01 NU LEVEL 01 OF CO LEVEL 01 OP LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST LEVEL 01 ST	NERANT OFFICE IL ROOM / STAFF SUPPLY CH		ADMIN	1952
LEVEL 01 ME LEVEL 01 NO LEVEL 01 NU LEVEL 01 OF CC LEVEL 01 PA LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST.	СН		ADMIN	1952
LEVEL 01 NC LEVEL 01 NU LEVEL 01 NU LEVEL 01 OF CC LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST LEVEL 01 ST		604 SF	ADMIN	1952
LEVEL 01 NU LEVEL 01 OF CC LEVEL 01 OP LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST.	NI FUNCTIONING COME DOOM	99 SF	SUPPORT	1952
LEVEL 01 NU LEVEL 01 OF CC LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST LEVEL 01 ST	N FUNCTIONING CONF. ROOM	228 SF	ADMIN	1952
LEVEL 01 OF CO LEVEL 01 PA LEVEL 01 PA LEVEL 01 PA LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST LEVEL 01 ST	RSE OFFICE	129 SF	ADMIN	1952
CC LEVEL 01 OP LEVEL 01 PA LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST.	RSE OFFICE	142 SF	ADMIN	1952
LEVEL 01 PA LEVEL 01 PR LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	FICE / CAREER DEVELOPMENT ORDINATOR	84 SF	ADMIN	1952
LEVEL 01 PR LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST.	EN CONFERENCE	259 SF	ADMIN	1952
LEVEL 01 RE LEVEL 01 SO LEVEL 01 ST. LEVEL 01 ST.	NTRY	52 SF	ADMIN	1952
LEVEL 01 SO LEVEL 01 ST. LEVEL 01 ST.	INCIPAL GISTRAR	201 SF	ADMIN	1952
LEVEL 01 SO LEVEL 01 SO LEVEL 01 SO LEVEL 01 SO LEVEL 01 ST LEVEL 01 ST	CIAL STUDIES	116 SF 638 SF	ADMIN CLASS	1952 1952
LEVEL 01 SO LEVEL 01 SO LEVEL 01 ST. LEVEL 01 ST.	CIAL STUDIES CIAL STUDIES	746 SF	CLASS	1952
LEVEL 01 SO LEVEL 01 ST. LEVEL 01 ST. LEVEL 01 ST.	CIAL STUDIES	661 SF	CLASS	1952
LEVEL 01 SO LEVEL 01 ST. LEVEL 01 ST.	CIAL STUDIES	1183 SF	CLASS	1952
LEVEL 01 ST.	CIAL STUDIES	582 SF	CLASS	1952
LEVEL 01 ST.	AFF KITCHEN	239 SF	ADMIN	1952
LEVEL 01 ST.	AFF TOILET	131 SF	BATHROOM	1952
	AFF TOILET	136 SF	BATHROOM	1952
LEVEL 01 ST.	AIR	249 SF	STAIR	1952
LEVEL 01 ST.	AIR	492 SF	STAIR	1952
LEVEL 01 ST.	AIR	505 SF	STAIR	1952
	AIR	257 SF	STAIR	1952
	ORAGE	107 SF	SUPPORT	1952
	ORAGE	62 SF	SUPPORT	1952
	ORAGE	200 SF	SUPPORT	1952
	ORAGE	113 SF	SUPPORT	1952
	ORAGE	98 SF	SUPPORT	1952
	ORGE	465 SF	SUPPORT	1952
	UDENT RECORD STORAGE	170 SF	SUPPORT	1952
	ASSIGNED OFFICE ASSIGNED OFFICE	140 SF 112 SF	ADMIN ADMIN	1952 1952
	USED USED	102 SF	SUPPORT	1952
	USED	29 SF	SUPPORT	1952
	USED OFFICE	127 SF	ADMIN	1952
	ULT	67 SF	SUPPORT	1952
		534 SF	HALLWAY	1952
		227 SF	HALLWAY	1952
Grand total: 58	STIBULE	18307 SF		

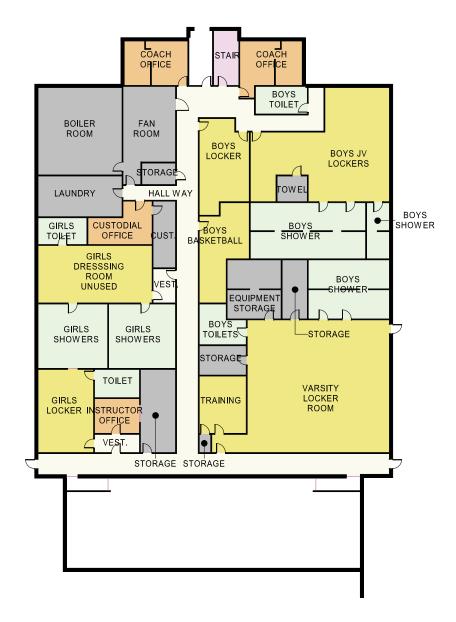
Room Schedule - 1952 BUILDING - Level 1



1952 BUILDING - Level 2



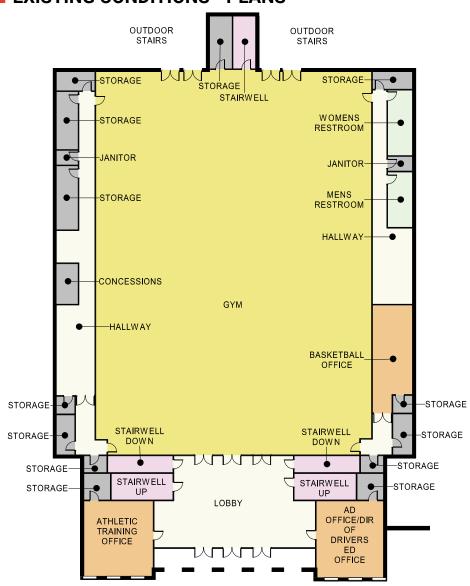




BULLOCK GYM - Level 0

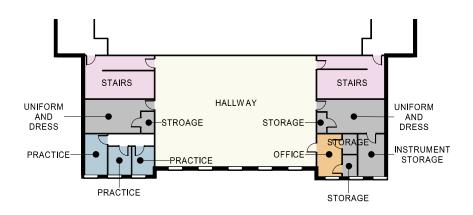
F	Room Schedule - BULLOCK GYM - Level 0					
Level	Name	Area	Department	Comments		
LEVEL 00	BOILER ROOM	810 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	BOYS BASKETBALL	408 SF	ATHLETICS	BULLOCK GYM		
LEVEL 00	BOYS JV LOCKERS	1288 SF	ATHLETICS	BULLOCK GYM		
LEVEL 00	BOYS LOCKER	466 SF	ATHLETICS	BULLOCK GYM		
LEVEL 00	BOYS SHOWER	519 SF	BATHROOM	BULLOCK GYM		
LEVEL 00	BOYS SHOWER	700 SF	BATHROOM	BULLOCK GYM		
LEVEL 00	BOYS SHOWER	138 SF	BATHROOM	BULLOCK GYM		
LEVEL 00	BOYS TOILET	156 SF	BATHROOM	BULLOCK GYM		
LEVEL 00	BOYS TOILETS	175 SF	BATHROOM	BULLOCK GYM		
LEVEL 00	COACH OFFICE	320 SF	ADMIN	BULLOCK GYM		
LEVEL 00	COACH OFFICE	306 SF	ADMIN	BULLOCK GYM		
LEVEL 00	CUST.	163 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	CUSTODIAL OFFICE	241 SF	ADMIN	BULLOCK GYM		
LEVEL 00	EQUIPMENT STORAGE	345 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	FAN ROOM	480 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	GIRLS DRESSSING ROOM UNUSED	722 SF	ATHLETICS	BULLOCK GYM		
LEVEL 00	GIRLS LOCKER	509 SF	ATHLETICS	BULLOCK GYM		
LEVEL 00	GIRLS SHOWERS	495 SF	BATHROOM	BULLOCK GYM		
LEVEL 00	GIRLS SHOWERS	475 SF	BATHROOM	BULLOCK GYM		
LEVEL 00	GIRLS TOILET	143 SF	BATHROOM	BULLOCK GYM		
LEVEL 00	HALL WAY	2141 SF	HALLWAY	BULLOCK GYM		
LEVEL 00	INSTRUCTOR OFFICE	172 SF	ADMIN	BULLOCK GYM		
LEVEL 00	LAUNDRY	377 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	STAIR	151 SF	STAIR	BULLOCK GYM		
LEVEL 00	STORAGE	151 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	STORAGE	163 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	STORAGE	321 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	STORAGE	79 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	STORAGE	23 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	TOILET	138 SF	BATHROOM	BULLOCK GYM		
LEVEL 00	TOWEL	85 SF	SUPPORT	BULLOCK GYM		
LEVEL 00	TRAINING	296 SF	ATHLETICS	BULLOCK GYM		
LEVEL 00	VARSITY LOCKER ROOM	2153 SF	ATHLETICS	BULLOCK GYM		
LEVEL 00	VEST.	83 SF	HALLWAY	BULLOCK GYM		
LEVEL 00	VEST.	89 SF	HALLWAY	BULLOCK GYM		
Grand total: 3	1.==	15280 SF	10.0007771	DOLLOGICOTIVI		
Crana total. 3		10200 01				





BULLOCK GYM - Level 1

1/32" = 1'-0"

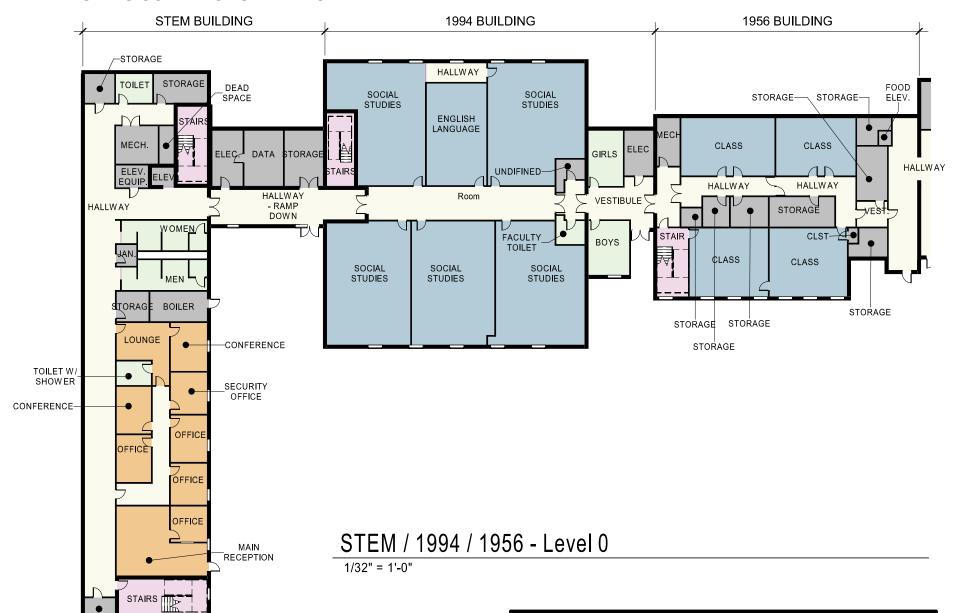


BULLOCK GYM - Level 2

Room Schedule - BULLOCK GYM - Level 1					
Level	Name	Area	Department	Comments	
LEVEL 01	AD OFFICE/DIR OF DRIVERS ED OFFICE	575 SF	ADMIN	BULLOCK GYM	
LEVEL 01	ATHLETIC TRAINING OFFICE	581 SF	ADMIN	BULLOCK GYM	
LEVEL 01	BASKETBALL OFFICE	438 SF	ADMIN	BULLOCK GYM	
LEVEL 01	CONCESSIONS	97 SF	SUPPORT	BULLOCK GYM	
LEVEL 01	GYM	11775 SF	ATHLETICS	BULLOCK GYM	
LEVEL 01	HALLWAY	109 SF	HALLWAY	BULLOCK GYM	
LEVEL 01	HALLWAY	555 SF	HALLWAY	BULLOCK GYM	
LEVEL 01	HALLWAY	842 SF	HALLWAY	BULLOCK GYM	
LEVEL 01	HALLWAY	144 SF	HALLWAY	BULLOCK GYM	
LEVEL 01	JANITOR	35 SF	SUPPORT	BULLOCK GYM	
LEVEL 01	JANITOR	40 SF	SUPPORT	BULLOCK GYM	
LEVEL 01	LOBBY	1439 SF	HALLWAY	BULLOCK GYM	
LEVEL 01	MENS RESTROOM	152 SF	BATHROOM	BULLOCK GYM	
LEVEL 01	STAIRWELL	131 SF	STAIR	BULLOCK GYM	
LEVEL 01	STAIRWELL DOWN	121 SF	STAIR	BULLOCK GYM	
LEVEL 01	STAIRWELL DOWN	121 SF	STAIR	BULLOCK GYM	
LEVEL 01	STAIRWELL UP	182 SF	STAIR	BULLOCK GYM	
LEVEL 01	STAIRWELL UP	182 SF	STAIR	BULLOCK GYM	
LEVEL 01	STORAGE	42 SF	SUPPORT	BULLOCK GYM	
LEVEL 01	STORAGE	78 SF	SUPPORT	BULLOCK GYM	
LEVEL 01	STORAGE	42 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	81 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	153 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	139 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	35 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	81 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	89 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	38 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	78 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	131 SF	SUPPORT	BULLOCK GYM	
EVEL 01	STORAGE	78 SF	SUPPORT	BULLOCK GYM	
_EVEL 01	WOMENS RESTROOM	180 SF	BATHROOM	BULLOCK GYM	
Grand total: 32	'	18763 SF	,	1	

Room Schedule - BULLOCK GYM - Level 2					
Level	Name	Area	Department	Comments	
LEVEL 02	OFFICE	115 SF	ADMIN	BULLOCK GYM	
LEVEL 02	PRACTICE	102 SF	CLASS	BULLOCK GYM	
LEVEL 02	PRACTICE	72 SF	CLASS	BULLOCK GYM	
LEVEL 02	PRACTICE	69 SF	CLASS	BULLOCK GYM	
LEVEL 02	STAIRS	315 SF	STAIR	BULLOCK GYM	
LEVEL 02	STAIRS	323 SF	STAIR	BULLOCK GYM	
LEVEL 02	UNIFORM AND DRESS	228 SF	SUPPORT	BULLOCK GYM	
LEVEL 02	INSTRUMENT STORAGE	125 SF	SUPPORT	BULLOCK GYM	
LEVEL 02	STORAGE	32 SF	SUPPORT	BULLOCK GYM	
LEVEL 02	STORAGE	35 SF	SUPPORT	BULLOCK GYM	
LEVEL 02	STORAGE	22 SF	SUPPORT	BULLOCK GYM	
LEVEL 02	UNIFORM AND DRESS	225 SF	SUPPORT	BULLOCK GYM	
LEVEL 02	STROAGE	31 SF	SUPPORT	BULLOCK GYM	
Grand total: 13		1694 SF	'	•	





R	Room Schedule - 1994 BUILDING - Level 0					
Level	Name	Area	Department	Comments		
		•				
LEVEL 00	BOYS	246 SF	BATHROOM	1994		
LEVEL 00	ELEC	145 SF	SUPPORT	1994		
LEVEL 00	ENGLISH LANGUAGE	676 SF	CLASS	1994		
LEVEL 00	FACULTY TOILET	79 SF	BATHROOM	1994		
LEVEL 00	GIRLS	214 SF	BATHROOM	1994		
LEVEL 00	HALLWAY	127 SF	HALLWAY	1994		
LEVEL 00	SOCIAL STUDIES	1134 SF	CLASS	1994		
LEVEL 00	SOCIAL STUDIES	1121 SF	CLASS	1994		
LEVEL 00	SOCIAL STUDIES	1139 SF	CLASS	1994		
LEVEL 00	SOCIAL STUDIES	1072 SF	CLASS	1994		
LEVEL 00	SOCIAL STUDIES	1217 SF	CLASS	1994		
LEVEL 00	STAIRS	221 SF	STAIR	1994		
LEVEL 00	UNDIFINED	74 SF	SUPPORT	1994		
LEVEL 00	VESTIBULE	285 SF	HALLWAY	1994		
LEVEL 00	VESTIBULE	106 SF	HALLWAY	1994		
Grand total: 15		7857 SF		•		

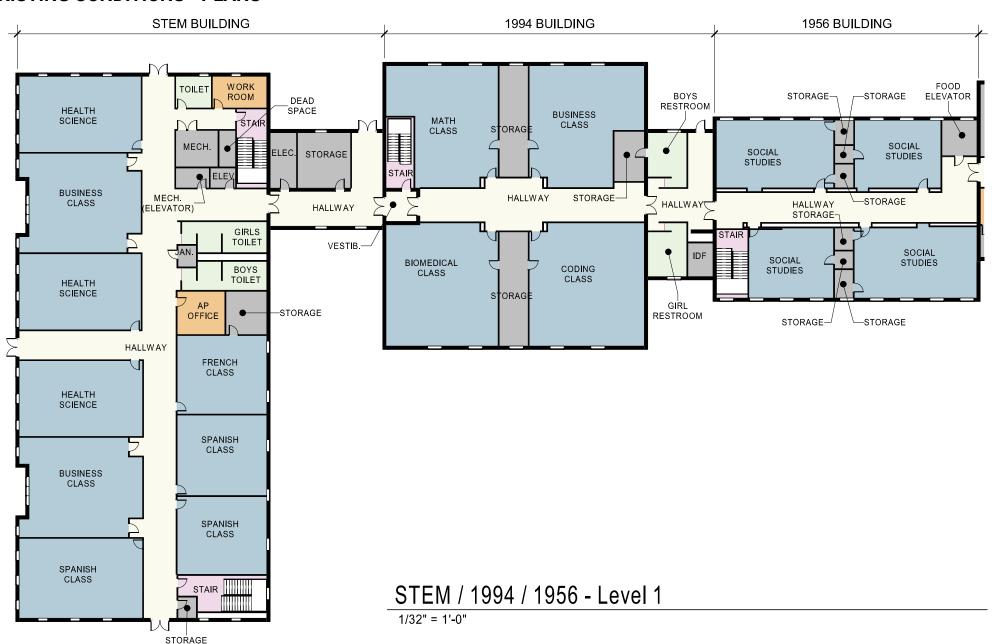


95: A.L. Brown Campus Study Kannapolis, North Carolina

STORAGE

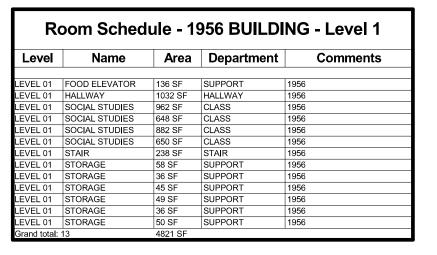
Room Schedule - STEM BUILDING - Level 0						
Level	Name	Area	Department	Comments		
	I	T	1	T		
LEVEL 00	BOILER	189 SF	SUPPORT	STEM		
LEVEL 00	CONFERENCE	196 SF	ADMIN	STEM		
LEVEL 00	CONFERENCE	181 SF	ADMIN	STEM		
LEVEL 00	DATA	239 SF	SUPPORT	STEM		
LEVEL 00	DEAD SPACE	61 SF	SUPPORT	STEM		
LEVEL 00	ELEC.	189 SF	SUPPORT	STEM		
LEVEL 00	ELEV	46 SF	SUPPORT	STEM		
LEVEL 00	ELEV. EQUIP.	80 SF	SUPPORT	STEM		
LEVEL 00	HALLWAY	2127 SF	HALLWAY	STEM		
LEVEL 00	HALLWAY	305 SF	HALLWAY	STEM		
LEVEL 00	HALLWAY - RAMP DOWN	570 SF	HALLWAY	STEM		
LEVEL 00	JAN.	48 SF	SUPPORT	STEM		
LEVEL 00	LOUNGE	263 SF	ADMIN	STEM		
LEVEL 00	MAIN RECEPTION	541 SF	ADMIN	STEM		
LEVEL 00	MECH.	177 SF	SUPPORT	STEM		
LEVEL 00	MEN	232 SF	BATHROOM	STEM		
LEVEL 00	MEN	33 SF	BATHROOM	STEM		
LEVEL 00	OFFICE	144 SF	ADMIN	STEM		
LEVEL 00	OFFICE	168 SF	ADMIN	STEM		
LEVEL 00	OFFICE	190 SF	ADMIN	STEM		
LEVEL 00	OFFICE	182 SF	ADMIN	STEM		
LEVEL 00	SECURITY OFFICE	169 SF	ADMIN	STEM		
LEVEL 00	STAIRS	255 SF	STAIR	STEM		
LEVEL 00	STAIRS	385 SF	STAIR	STEM		
LEVEL 00	STORAGE	96 SF	SUPPORT	STEM		
LEVEL 00	STORAGE	172 SF	SUPPORT	STEM		
LEVEL 00	STORAGE	107 SF	SUPPORT	STEM		
LEVEL 00	STORAGE	70 SF	SUPPORT	STEM		
LEVEL 00	STORAGE	237 SF	SUPPORT	STEM		
LEVEL 00	TOILET	119 SF	BATHROOM	STEM		
LEVEL 00	TOILET W/ SHOWER	93 SF	BATHROOM	STEM		
LEVEL 00	WOMEN	229 SF	BATHROOM	STEM		
LEVEL 00	WOMEN	33 SF	BATHROOM	STEM		
Grand total: 3		8126 SF	DATHKOON	O I LIVI		

Room Schedule - 1956 BUILDING - Level 0						
Level	Name	Area	Department	Comments		
				· ·		
LEVEL 00	CLASS	596 SF	CLASS	1956		
LEVEL 00	CLASS	507 SF	CLASS	1956		
LEVEL 00	CLASS	595 SF	CLASS	1956		
LEVEL 00	CLASS	589 SF	CLASS	1956		
LEVEL 00	CLST	15 SF	SUPPORT	1956		
LEVEL 00	FOOD ELEV.	19 SF	SUPPORT	1956		
LEVEL 00	HALLWAY	219 SF	HALLWAY	1956		
LEVEL 00	HALLWAY	233 SF	HALLWAY	1956		
LEVEL 00	HALLWAY	1082 SF	HALLWAY	1956		
LEVEL 00	MECH	121 SF	SUPPORT	1956		
LEVEL 00	STAIR	238 SF	STAIR	1956		
LEVEL 00	STORAGE	181 SF	SUPPORT	1956		
LEVEL 00	STORAGE	124 SF	SUPPORT	1956		
LEVEL 00	STORAGE	42 SF	SUPPORT	1956		
LEVEL 00	STORAGE	87 SF	SUPPORT	1956		
LEVEL 00	STORAGE	215 SF	SUPPORT	1956		
LEVEL 00	STORAGE	104 SF	SUPPORT	1956		
LEVEL 00	STORAGE	81 SF	SUPPORT	1956		
LEVEL 00	VEST.	85 SF	HALLWAY	1956		
LEVEL 00	VESTIBULE	151 SF	HALLWAY	1956		
Grand total: 2	Ó	5284 SF	<u>'</u>			

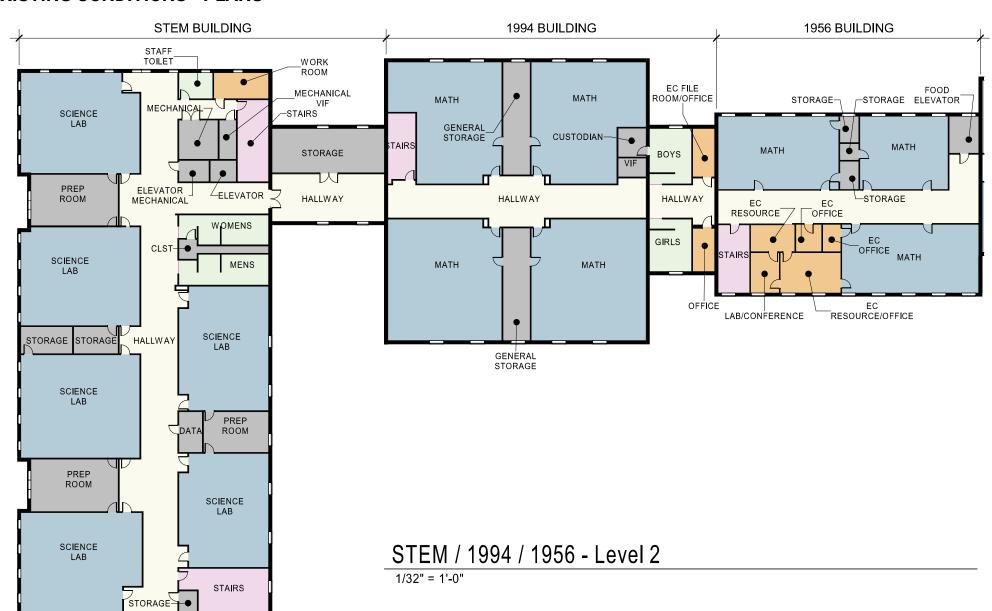


Roo	Room Schedule - STEM BUILDING - Level 1					
Level	Name	Area	Department	Comments		
		1	1			
LEVEL 01	AP OFFICE	227 SF	ADMIN	STEM		
LEVEL 01	BOYS TOILET	255 SF	BATHROOM	STEM		
LEVEL 01	BUSINESS CLASS	1241 SF	CLASS	STEM		
LEVEL 01	BUSINESS CLASS	1215 SF	CLASS	STEM		
LEVEL 01	DEAD SPACE	66 SF	SUPPORT	STEM		
LEVEL 01	ELEC.	160 SF	SUPPORT	STEM		
LEVEL 01	ELEV.	55 SF	SUPPORT	STEM		
LEVEL 01	FRENCH CLASS	776 SF	CLASS	STEM		
LEVEL 01	GIRLS TOILET	272 SF	BATHROOM	STEM		
LEVEL 01	HALLWAY	633 SF	HALLWAY	STEM		
LEVEL 01	HALLWAY	2953 SF	HALLWAY	STEM		
LEVEL 01	HEALTH SCIENCE	1034 SF	CLASS	STEM		
LEVEL 01	HEALTH SCIENCE	1025 SF	CLASS	STEM		
LEVEL 01	HEALTH SCIENCE	1023 SF	CLASS	STEM		
LEVEL 01	JAN.	43 SF	SUPPORT	STEM		
LEVEL 01	MECH.	169 SF	SUPPORT	STEM		
LEVEL 01	MECH. (ELEVATOR)	73 SF	SUPPORT	STEM		
LEVEL 01	SPANISH CLASS	770 SF	CLASS	STEM		
LEVEL 01	SPANISH CLASS	795 SF	CLASS	STEM		
LEVEL 01	SPANISH CLASS	1089 SF	CLASS	STEM		
LEVEL 01	STAIR	320 SF	STAIR	STEM		
LEVEL 01	STAIR	262 SF	STAIR	STEM		
LEVEL 01	STORAGE	324 SF	SUPPORT	STEM		
LEVEL 01	STORAGE	43 SF	SUPPORT	STEM		
LEVEL 01	STORAGE	194 SF	SUPPORT	STEM		
LEVEL 01	TOILET	123 SF	BATHROOM	STEM		
LEVEL 01	WORK ROOM	189 SF	ADMIN	STEM		
Grand total: 2		15331 SF		1		
		· - ·				

Room Schedule - 1994 BUILDING - Level 1					
Level	Name	Area	Department	Comments	
LEVEL 01	BIOMEDICAL CLASS	1500 SF	CLASS	1994	
LEVEL 01	BOYS RESTROOM	216 SF	BATHROOM	1994	
LEVEL 01	BUSINESS CLASS	1330 SF	CLASS	1994	
LEVEL 01	CODING CLASS	1548 SF	CLASS	1994	
LEVEL 01	GIRL RESTROOM	214 SF	BATHROOM	1994	
LEVEL 01	HALLWAY	967 SF	HALLWAY	1994	
LEVEL 01	HALLWAY	450 SF	HALLWAY	1994	
LEVEL 01	IDF	92 SF	SUPPORT	1994	
LEVEL 01	MATH CLASS	1259 SF	CLASS	1994	
LEVEL 01	STAIR	217 SF	STAIR	1994	
LEVEL 01	STORAGE	166 SF	SUPPORT	1994	
LEVEL 01	STORAGE	364 SF	SUPPORT	1994	
LEVEL 01	STORAGE	355 SF	SUPPORT	1994	
LEVEL 01	VESTIB.	100 SF	HALLWAY	1994	
Grand total:	14	8778 SF	•	•	

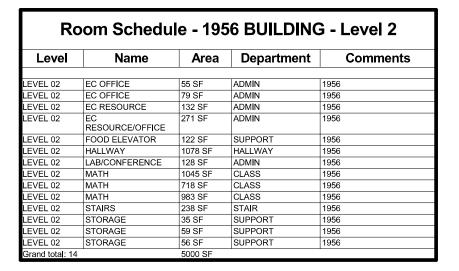






Ro	om Schedu	le - STEM	BUIDLING -	Room Schedule - STEM BUIDLING - Level 2						
Level	Name	Area	Department	Comments						
	To: o=	To- 0-	Tournous T							
LEVEL 02	CLST	97 SF	SUPPORT	STEM						
LEVEL 02	DATA	106 SF	SUPPORT	STEM						
LEVEL 02	ELEVATOR	62 SF	SUPPORT	STEM						
LEVEL 02	ELEVATOR MECHANICAL	71 SF	SUPPORT	STEM						
LEVEL 02	HALLWAY	3101 SF	HALLWAY	STEM						
LEVEL 02	HALLWAY	596 SF	HALLWAY	STEM						
LEVEL 02	MECHANICAL	170 SF	SUPPORT	STEM						
LEVEL 02	MECHANICAL VIF	74 SF	SUPPORT	STEM						
LEVEL 02	MENS	291 SF	BATHROOM	STEM						
LEVEL 02	PREP ROOM	498 SF	SUPPORT	STEM						
LEVEL 02	PREP ROOM	294 SF	SUPPORT	STEM						
LEVEL 02	PREP ROOM	509 SF	SUPPORT	STEM						
LEVEL 02	SCIENCE LAB	1291 SF	CLASS	STEM						
LEVEL 02	SCIENCE LAB	1299 SF	CLASS	STEM						
LEVEL 02	SCIENCE LAB	1198 SF	CLASS	STEM						
LEVEL 02	SCIENCE LAB	1090 SF	CLASS	STEM						
LEVEL 02	SCIENCE LAB	1275 SF	CLASS	STEM						
LEVEL 02	SCIENCE LAB	1365 SF	CLASS	STEM						
LEVEL 02	STAFF TOILET	98 SF	BATHROOM	STEM						
LEVEL 02	STAIRS	283 SF	STAIR	STEM						
LEVEL 02	STAIRS	380 SF	STAIR	STEM						
LEVEL 02	STORAGE	554 SF	SUPPORT	STEM						
LEVEL 02	STORAGE	41 SF	SUPPORT	STEM						
LEVEL 02	STORAGE	154 SF	SUPPORT	STEM						
LEVEL 02	STORAGE	134 SF	SUPPORT	STEM						
LEVEL 02	WOMENS	280 SF	BATHROOM	STEM						
LEVEL 02	WORK ROOM	159 SF	ADMIN	STEM						
Grand total: 27		15468 SF		•						

Room Schedule - 1994 BUILDING - Level 2					
Level	Name	Area	Department	Comment	
LEVEL 02	BOYS	256 SF	BATHROOM	1994	
LEVEL 02	CUSTODIAN	89 SF	SUPPORT	1994	
LEVEL 02	EC FILE ROOM/OFFICE	118 SF	ADMIN	1994	
LEVEL 02	GENERAL STORAGE	338 SF	SUPPORT	1994	
LEVEL 02	GENERAL STORAGE	339 SF	SUPPORT	1994	
LEVEL 02	GIRLS	243 SF	BATHROOM	1994	
LEVEL 02	HALLWAY	1089 SF	HALLWAY	1994	
LEVEL 02	HALLWAY	274 SF	HALLWAY	1994	
LEVEL 02	MATH	1534 SF	CLASS	1994	
LEVEL 02	MATH	1523 SF	CLASS	1994	
LEVEL 02	MATH	1296 SF	CLASS	1994	
LEVEL 02	MATH	1355 SF	CLASS	1994	
LEVEL 02	OFFICE	105 SF	ADMIN	1994	
LEVEL 02	STAIRS	205 SF	STAIR	1994	
LEVEL 02	VIF	59 SF	SUPPORT	1994	
Grand total: 1	5	8825 SF	•	•	



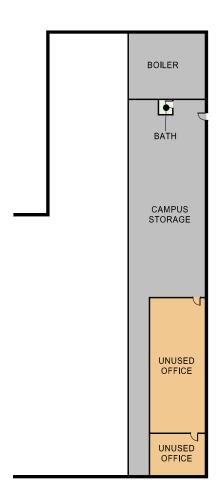




STEM BUILDING - Level 3

Room Schedule - STEM BUILDING -Level 3					
Level	Name	Area	Department	Comments	
	1				
LEVEL 03	BOYS	291 SF	BATHROOM	STEM	
LEVEL 03	DEAD SPACE	74 SF	SUPPORT	STEM	
LEVEL 03	ELEV. MECH.	71 SF	SUPPORT	STEM	
LEVEL 03	ELEVATOR	62 SF	SUPPORT	STEM	
LEVEL 03	GIRLS	280 SF	BATHROOM	STEM	
LEVEL 03	HALLWAY	3101 SF	HALLWAY	STEM	
LEVEL 03	IDF	106 SF	SUPPORT	STEM	
LEVEL 03	JAN.	97 SF	SUPPORT	STEM	
LEVEL 03	MECHANICAL	170 SF	SUPPORT	STEM	
LEVEL 03	PREP ROOM	498 SF	SUPPORT	STEM	
LEVEL 03	PREP ROOM	294 SF	SUPPORT	STEM	
LEVEL 03	PREP ROOM	509 SF	SUPPORT	STEM	
LEVEL 03	SCIENCE LAB	1291 SF	CLASS	STEM	
LEVEL 03	SCIENCE LAB	1299 SF	CLASS	STEM	
LEVEL 03	SCIENCE LAB	1198 SF	CLASS	STEM	
LEVEL 03	SCIENCE LAB	1090 SF	CLASS	STEM	
LEVEL 03	SCIENCE LAB	1275 SF	CLASS	STEM	
LEVEL 03	SCIENCE LAB	1365 SF	CLASS	STEM	
LEVEL 03	STAFF TOILET	98 SF	BATHROOM	STEM	
LEVEL 03	STAIRWELL	283 SF	STAIR	STEM	
LEVEL 03	STAIRWELL	380 SF	STAIR	STEM	
LEVEL 03	STORAGE	41 SF	SUPPORT	STEM	
LEVEL 03	STORAGE	154 SF	SUPPORT	STEM	
LEVEL 03	STORAGE	134 SF	SUPPORT	STEM	
LEVEL 03	WORK ROOM	159 SF	ADMIN	STEM	
Grand total: 25		14319 SF			



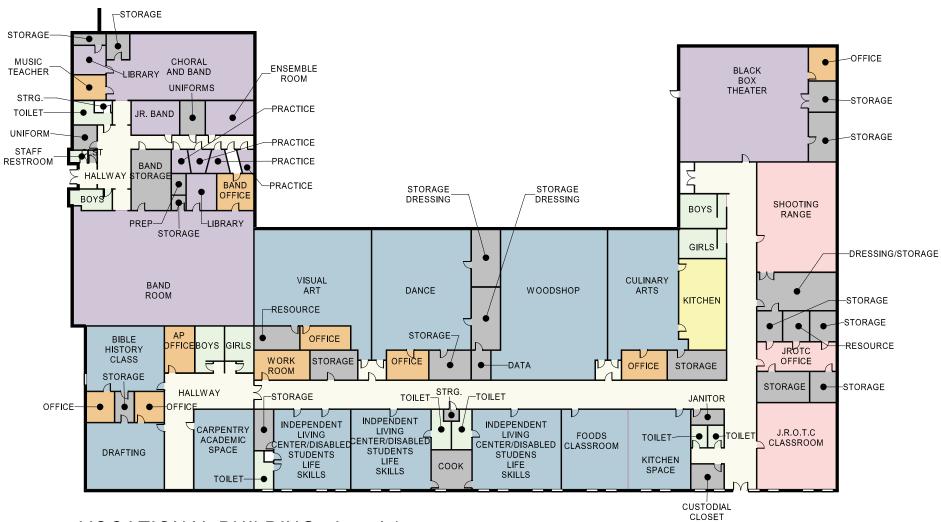


Room Schedule - VOCATIONAL BUILDING - Level 0						
Level	Name	Area	Department	Comments		
	•		·	•		
LEVEL 00	BATH	34 SF	BATHROOM	VOCATIONAL		
LEVEL 00	BOILER	864 SF	SUPPORT	VOCATIONAL		
LEVEL 00	CAMPUS STORAGE	3197 SF	SUPPORT	VOCATIONAL		
LEVEL 00	UNUSED OFFICE	397 SF	ADMIN	VOCATIONAL		
LEVEL 00	UNUSED OFFICE	1284 SF	ADMIN	VOCATIONAL		
Grand total: 5	•	5776 SF	•	•		

VOCATIONAL BUILDING - Level 0

1" = 40'-0"





VOCATIONAL BUILDING - Level 1

1" = 40'-0"

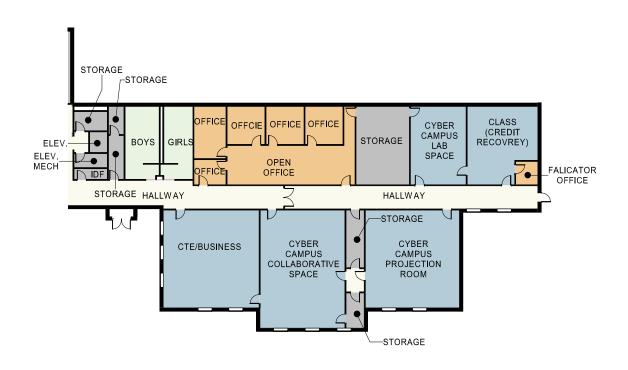
Level	Name	Area	Department	Comments
LEVEL 01	AP OFFICE	236 SF	ADMIN	VOCATIONAL
LEVEL 01	BAND OFFICE	227 SF	ADMIN	VOCATIONAL
LEVEL 01	BAND ROOM	3568 SF	ART	VOCATIONAL
EVEL 01	BAND STORAGE	409 SF	SUPPORT	VOCATIONAL
LEVEL 01	BIBLE HISTORY CLASS	860 SF	CLASS	VOCATIONAL
EVEL 01	BLACK BOX THEATER	2528 SF	ART	VOCATIONAL
EVEL 01	BOYS	205 SF	BATHROOM	VOCATIONAL
LEVEL 01	BOYS	137 SF	BATHROOM	VOCATIONAL
LEVEL 01	BOYS	268 SF	BATHROOM	VOCATIONAL
LEVEL 01	CARPENTRY ACADEMIC SPACE	817 SF	CLASS	VOCATIONAL
LEVEL 01	CHORAL AND BAND	1569 SF	ART	VOCATIONAL
LEVEL 01	CLST	17 SF	SUPPORT	VOCATIONAL
LEVEL 01	COOK	268 SF	SUPPORT	VOCATIONAL
LEVEL 01	CULINARY ARTS	1488 SF	CLASS	VOCATIONAL
LEVEL 01	CUSTODIAL CLOSET	139 SF	SUPPORT	VOCATIONAL
LEVEL 01	DANCE	2067 SF	CLASS	VOCATIONAL
LEVEL 01	DATA	95 SF	SUPPORT	VOCATIONAL
LEVEL 01	DRAFTING	882 SF	CLASS	VOCATIONAL
LEVEL 01	DRESSING/STORAGE	510 SF	SUPPORT	VOCATIONAL
LEVEL 01	ENSEMBLE ROOM	280 SF	ART	VOCATIONAL
LEVEL 01	FOODS CLASSROOM	912 SF	CLASS	VOCATIONAL
LEVEL 01	GIRLS	203 SF	BATHROOM	VOCATIONAL
LEVEL 01	GIRLS	235 SF	BATHROOM	VOCATIONAL

Room Schedule - VOCATIONAL BUILDING - Level 1					
Level	Name	Area	Department	Comments	
LEVEL 01	HALLWAY	976 SF	HALLWAY	VOCATIONAL	
LEVEL 01	HALLWAY	4218 SF	HALLWAY	VOCATIONAL	
LEVEL 01	HALLWAY	854 SF	HALLWAY	VOCATIONAL	
LEVEL 01	HALLWAY	91 SF	HALLWAY	VOCATIONAL	
LEVEL 01	HALLWAY	83 SF	HALLWAY	VOCATIONAL	
LEVEL 01	INDEPENDENT LIVING CENTER/DISABLED STUDENS LIFE SKILLS	1218 SF	CLASS	VOCATIONAL	
LEVEL 01	INDEPENDENT LIVING CENTER/DISABLED STUDENTS LIFE SKILLS	1048 SF	CLASS	VOCATIONAL	
LEVEL 01	INDPENDENT LIVING CENTER/DISABLED STUDENTS LIFE SKILLS	1093 SF	CLASS	VOCATIONAL	
LEVEL 01	J.R.O.T.C CLASSROOM	1171 SF	ROTC	VOCATIONAL	
LEVEL 01	JANITOR	85 SF	SUPPORT	VOCATIONAL	
LEVEL 01	JR. BAND	279 SF	ART	VOCATIONAL	
LEVEL 01	JROTC OFFICE	390 SF	ROTC	VOCATIONAL	
LEVEL 01	KITCHEN	719 SF	DINING	VOCATIONAL	
LEVEL 01	KITCHEN SPACE	858 SF	CLASS	VOCATIONAL	
LEVEL 01	LIBRARY	158 SF	ART	VOCATIONAL	
LEVEL 01	LIBRARY	185 SF	ART	VOCATIONAL	
LEVEL 01	MUSIC TEACHER	137 SF	ADMIN	VOCATIONAL	

Level	Name	Area	Department	Comments	
LEVEL 01	OFFICE	155 SF	ADMIN	VOCATIONAL	
LEVEL 01	OFFICE	143 SF	ADMIN	VOCATIONAL	
LEVEL 01	OFFICE	152 SF	ADMIN	VOCATIONAL	
LEVEL 01	OFFICE	210 SF	ADMIN	VOCATIONAL	
LEVEL 01	OFFICE	227 SF	ADMIN	VOCATIONAL	
LEVEL 01	OFFICE	200 SF	ADMIN	VOCATIONAL	
LEVEL 01	PRACTICE	69 SF	ART	VOCATIONAL	
LEVEL 01	PRACTICE	74 SF	ART	VOCATIONAL	
LEVEL 01	PRACTICE	72 SF	ART	VOCATIONAL	
LEVEL 01	PRACTICE	55 SF	ART	VOCATIONAL	
LEVEL 01	PREP	50 SF	SUPPORT	VOCATIONAL	
LEVEL 01	RESOURCE	180 SF	SUPPORT	VOCATIONAL	
LEVEL 01	RESOURCE	135 SF	SUPPORT	VOCATIONAL	
LEVEL 01	SHOOTING RANGE	1488 SF	ROTC	VOCATIONAL	
LEVEL 01	STAFF RESTROOM	35 SF	BATHROOM	VOCATIONAL	
LEVEL 01	STORAGE	141 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	227 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	98 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	237 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	130 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	99 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	59 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	296 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	35 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	135 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	272 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	131 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	209 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE	134 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE DRESSING	278 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STORAGE DRESSING	306 SF	SUPPORT	VOCATIONAL	
LEVEL 01	STRG.	33 SF		VOCATIONAL	
LEVEL 01	STRG.	28 SF	SUPPORT	VOCATIONAL	
LEVEL 01	TOILET	118 SF	BATHROOM	VOCATIONAL	
LEVEL 01	TOILET	59 SF	BATHROOM	VOCATIONAL	
LEVEL 01	TOILET	59 SF	BATHROOM	VOCATIONAL	
LEVEL 01	TOILET	119 SF	BATHROOM	VOCATIONAL	
LEVEL 01	TOILET	117 SF	BATHROOM	VOCATIONAL	
LEVEL 01	TOILET	104 SF	BATHROOM	VOCATIONAL	
LEVEL 01	UNIFORM	97 SF	SUPPORT	VOCATIONAL	
LEVEL 01	UNIFORMS	145 SF	SUPPORT	VOCATIONAL	
LEVEL 01	VISUAL ART	2030 SF	CLASS	VOCATIONAL	
LEVEL 01	WOODSHOP	2757 SF	CLASS	VOCATIONAL	
LEVEL 01	WORK ROOM	278 SF	ADMIN	VOCATIONAL	
Grand total: 84		43458 SF			

Room Schedule - VOCATIONAL BUILDING - Level 1

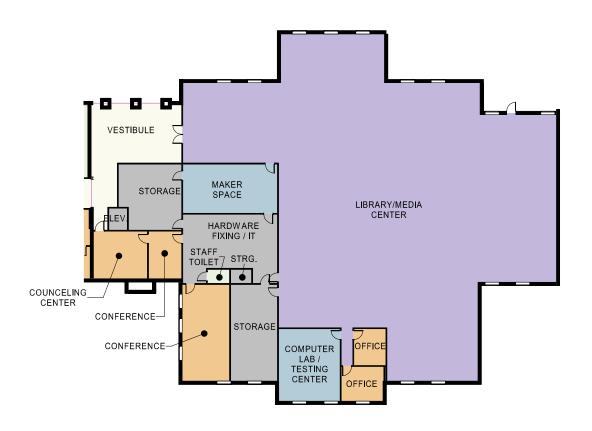




MEDIA CENTER - Level 0

Room Schedule - MEDIA CENTER - Level 0					
Level	Name	Area	Departme nt	Comments	
LEVEL 00	BOYS	268 SF	BATHROOM	MEDIA CENTER	
LEVEL 00	CLASS (CREDIT RECOVREY)	542 SF	CLASS	MEDIA CENTER	
LEVEL 00	CTE/BUSINESS	1026 SF	CLASS	MEDIA CENTER	
LEVEL 00	CYBER CAMPUS COLLABORATIVE SPACE	1092 SF	CLASS	MEDIA CENTER	
LEVEL 00	CYBER CAMPUS LAB SPACE	476 SF	CLASS	MEDIA CENTER	
LEVEL 00	CYBER CAMPUS PROJECTION ROOM	1006 SF	CLASS	MEDIA CENTER	
LEVEL 00	ELEV.	40 SF	SUPPORT	MEDIA CENTER	
LEVEL 00	ELEV. MECH	51 SF	SUPPORT	MEDIA CENTER	
LEVEL 00	FALICATOR OFFICE	56 SF	ADMIN	MEDIA CENTER	
LEVEL 00	GIRLS	234 SF	BATHROOM	MEDIA CENTER	
LEVEL 00	HALLWAY	564 SF	HALLWAY	MEDIA CENTER	
LEVEL 00	HALLWAY	637 SF	HALLWAY	MEDIA CENTER	
LEVEL 00	HALLWAY	46 SF	HALLWAY	MEDIA CENTER	
LEVEL 00	HALLWAY	32 SF	HALLWAY	MEDIA CENTER	
LEVEL 00	IDF	38 SF	SUPPORT	MEDIA CENTER	
LEVEL 00	OFFCIE	157 SF	ADMIN	MEDIA CENTER	
LEVEL 00	OFFICE	157 SF	ADMIN	MEDIA CENTER	
LEVEL 00	OFFICE	181 SF	ADMIN	MEDIA CENTER	
LEVEL 00	OFFICE	157 SF	ADMIN	MEDIA CENTER	
LEVEL 00	OFFICE	87 SF	ADMIN	MEDIA CENTER	
LEVEL 00	OPEN OFFICE	593 SF	ADMIN	MEDIA CENTER	
LEVEL 00	STORAGE	114 SF	SUPPORT	MEDIA CENTER	
LEVEL 00	STORAGE	70 SF	SUPPORT	MEDIA CENTER	
LEVEL 00	STORAGE	455 SF	SUPPORT	MEDIA CENTER	
LEVEL 00	STORAGE	73 SF	SUPPORT	MEDIA CENTER	
LEVEL 00	STORAGE	47 SF	SUPPORT	MEDIA CENTER	
LEVEL 00	STORAGE	69 SF	SUPPORT	MEDIA CENTER	
Grand total:	27	8267 SF			

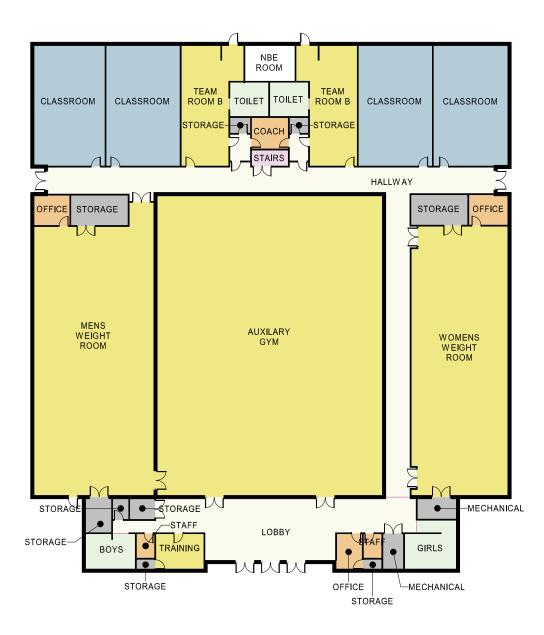




MEDIA CENTER - Level 1

Room Schedule - MEDIA CENTER - Level 1					
Level	Name	Area	Departmen t	Comments	
LEVEL 01	COMPUTER LAB / TESTING CENTER	487 SF	CLASS	MEDIA CENTER	
LEVEL 01	CONFERENCE	501 SF	ADMIN	MEDIA CENTER	
LEVEL 01	CONFERENCE	172 SF	ADMIN	MEDIA CENTER	
LEVEL 01	COUNCELING CENTER	280 SF	ADMIN	MEDIA CENTER	
LEVEL 01	ELEV.	44 SF	SUPPORT	MEDIA CENTER	
LEVEL 01	HARDWARE FIXING / IT	639 SF	SUPPORT	MEDIA CENTER	
LEVEL 01	LIBRARY/MEDIA CENTER	8785 SF	LIBRARY	MEDIA CENTER	
LEVEL 01	MAKER SPACE	509 SF	CLASS	MEDIA CENTER	
LEVEL 01	OFFICE	128 SF	ADMIN	MEDIA CENTER	
LEVEL 01	OFFICE	160 SF	ADMIN	MEDIA CENTER	
LEVEL 01	STAFF TOILET	34 SF	BATHROOM	MEDIA CENTER	
LEVEL 01	STORAGE	495 SF	SUPPORT	MEDIA CENTER	
LEVEL 01	STORAGE	432 SF	SUPPORT	MEDIA CENTER	
LEVEL 01	STRG.	32 SF	SUPPORT	MEDIA CENTER	
LEVEL 01	VESTIBULE	728 SF	HALLWAY	MEDIA CENTER	
Grand total: 1	5	13424 SF	•		





AUX GYM - Level 1

	Room Schedul	e - AUX	(GYM - Le	vel 1
Level	Name	Area	Department	Comments
LEVEL 01	AUXILARY GYM	7467 SF	ATHLETICS	AUX GYM
LEVEL 01	BOYS	194 SF	BATHROOM	AUX GYM
LEVEL 01	CLASSROOM	943 SF	CLASS	AUX GYM
LEVEL 01	CLASSROOM	984 SF	CLASS	AUX GYM
LEVEL 01	CLASSROOM	984 SF	CLASS	AUX GYM
LEVEL 01	CLASSROOM	991 SF	CLASS	AUX GYM
LEVEL 01	COACH	127 SF	ADMIN	AUX GYM
LEVEL 01	GIRLS	257 SF	BATHROOM	AUX GYM
LEVEL 01	HALLWAY	2161 SF	HALLWAY	AUX GYM
LEVEL 01	LOBBY	1435 SF	HALLWAY	AUX GYM
LEVEL 01	MECHANICAL	80 SF	SUPPORT	AUX GYM
LEVEL 01	MECHANICAL	87 SF	SUPPORT	AUX GYM
LEVEL 01	MENS WEIGHT ROOM	3629 SF	ATHLETICS	AUX GYM
LEVEL 01	NBE ROOM	196 SF		AUX GYM
LEVEL 01	OFFICE	118 SF	ADMIN	AUX GYM
LEVEL 01	OFFICE	100 SF	ADMIN	AUX GYM
LEVEL 01	OFFICE	129 SF	ADMIN	AUX GYM
LEVEL 01	STAFF	49 SF	ADMIN	AUX GYM
LEVEL 01	STAFF	49 SF	ADMIN	AUX GYM
LEVEL 01	STAIRS	65 SF	STAIR	AUX GYM
LEVEL 01	STORAGE	190 SF	SUPPORT	AUX GYM
LEVEL 01	STORAGE	190 SF	SUPPORT	AUX GYM
LEVEL 01	STORAGE	97 SF	SUPPORT	AUX GYM
LEVEL 01	STORAGE	56 SF	SUPPORT	AUX GYM
LEVEL 01	STORAGE	36 SF	SUPPORT	AUX GYM
LEVEL 01	STORAGE	19 SF	SUPPORT	AUX GYM
LEVEL 01	STORAGE	20 SF	SUPPORT	AUX GYM
LEVEL 01	STORAGE	35 SF	SUPPORT	AUX GYM
LEVEL 01	STORAGE	33 SF	SUPPORT	AUX GYM
LEVEL 01	TEAM ROOM B	691 SF	ATHLETICS	AUX GYM
LEVEL 01	TEAM ROOM B	685 SF	ATHLETICS	AUX GYM
LEVEL 01	TOILET	146 SF	BATHROOM	AUX GYM
LEVEL 01	TOILET	146 SF	BATHROOM	AUX GYM
LEVEL 01	TRAINING	187 SF	ATHLETICS	AUX GYM
LEVEL 01	VEST.	60 SF	HALLWAY	AUX GYM
LEVEL 01	VEST.	55 SF	HALLWAY	AUX GYM
LEVEL 01	WOMENS WEIGHT ROOM	2845 SF	ATHLETICS	AUX GYM
Grand total: 37		25536 SF		







DISCOVER: EXISTING CONDITIONS SITE

PROPERTY DUE DILIGENCE

DUE DILIGENCE STUDY

ADDRESS: 415 E. 1ST STREET

KANNAPOLIS, NC 28083

PARCEL ID: 56138924070000

56138969430000

PROPERTY READ ID: 04-022 -0001.10

04-022 -0001.00

OWNER: CABARRUS COUNTY

LAND AREA: 6.3 AC + 25.46 AC = 31.76 AC TOTAL

MAX. IMPERVIOUS:

LAND USE: HIGH SCHOOL

ZONING: RV - RESIDENTIAL VILLAGE DISTRICT

CONSIDERED MULTI-FAMILY UNDER UDO

JURISDICTION: CITY OF KANNAPOLIS

MIN DENSITY: 8.0

MAX LAND ALLOCATION: 40% GLA MIN LAND ALLOCATION: 10% GLA

MAX FAR: 30.0





ENVIRONMENTAL AND UTILITY

ENVIRONMENTAL INFO:

INSIDE WATER QUALITY BUFFER: NO

INSIDE FEMA FLOOD ZONE: NO

INSIDE COMMUNITY FLOOD ZONE: NO

STREAM WATERSHED: NO

UTILITY INFO:

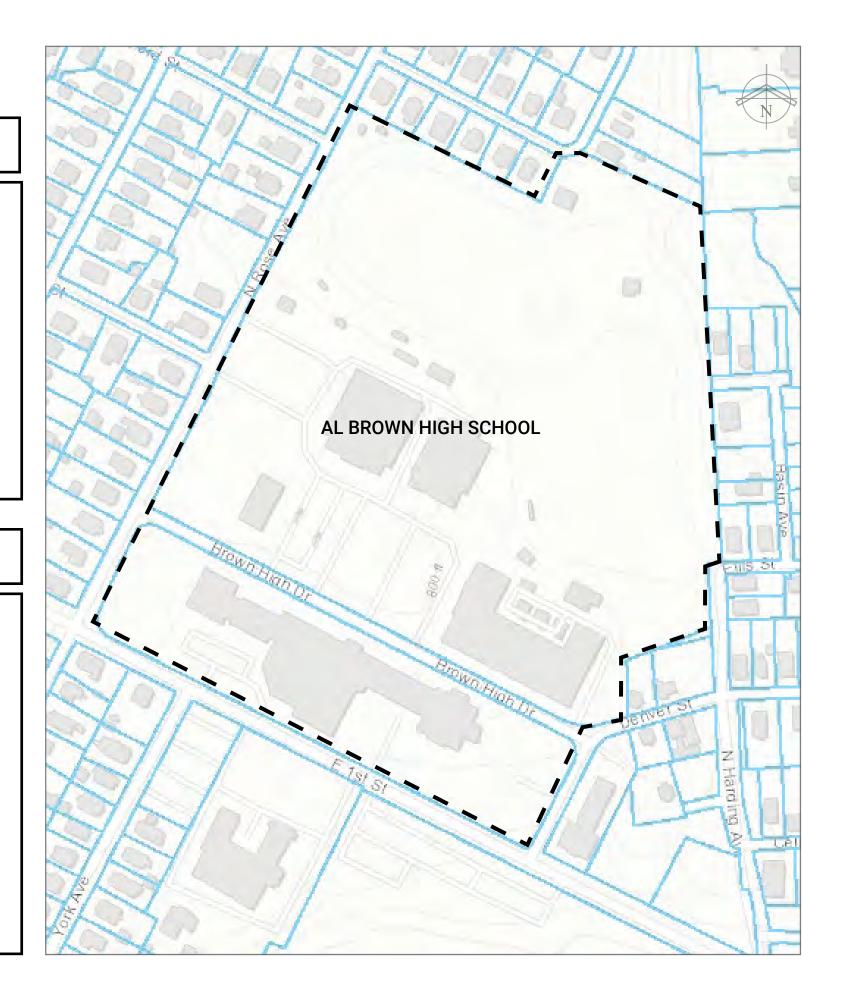
WATER: CITY OF KANNAPOLIS

SEWER: CITY OF KANNAPOLIS

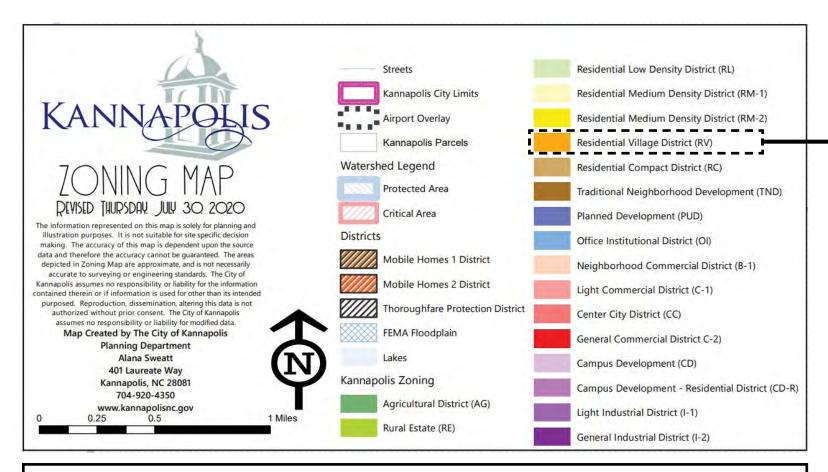
ELECTRIC: DUKE ENERGY

GAS: PIEDMONT NATURAL GAS

FIBER: AT&T



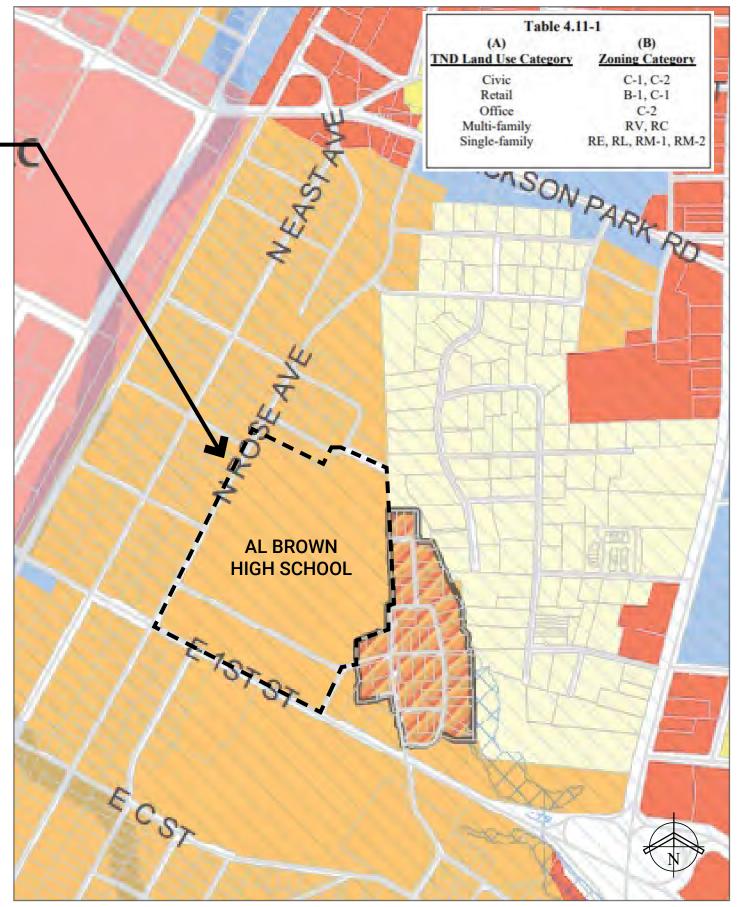




ZONING DISTRICTS:

USE: RESIDENTIAL VILLAGE DISTRICT (RV):
THE RV DISTRICT IS ESTABLISHED TO PROVIDE AREAS FOR
DETACHED AND ATTACHED SINGLE FAMILY HOMES, WITH A
MAXIMUM OF EIGHT (8) DWELLING UNITS PER ACRE, IN AREAS
WHERE LARGE-LOT DEVELOPMENT IS DISCOURAGED AND
ADEQUATE PUBLIC FACILITIES AND SERVICES ARE AVAILABLE.
RV SUPPORTS THE PRINCIPLES OF CONCENTRATING URBAN
GROWTH AND REINFORCING EXISTING COMMUNITY CENTERS.
DESIGN CONTROLS ARE REQUIRED FOR SINGLE-FAMILY
ATTACHED PROJECTS AS SET FORTH IN ARTICLE 11.

ADJACENT USE: RESIDENTIAL MED. DENSITY(RV-1)
MOBILE HOMES 2 DISTRICT



LAND DEVELOPMENT STANDARDS

SETBACKS:

PRINCIPAL USE: FRONT: MIN. 20 FT. SIDEYARD: MIN. 7 FT. REAR YARD: MIN. 5 FT. ACCESSORY STRUCTURES: SIDEYARD: MIN. 5 FT. REAR YARD: MIN. 5 FT.

MIN. LOT SIZE: MAX. DENSITY: IMPERVIOUS SURFACE RATIO: MAX. BLD. HEIGHT:

7,500 SF. 8 PER ACRE 0.5 35 FT.

MIN. PUBLIC STREET FRONTAGE: MIN. LOT WIDTH: MIN. LOT DEPTH:

15 FT. 60 FT. 100 FT.

OFF-STREET PARKING REQ.:

SCHOOLS - SENIOR HIGH:

MINIMUM: 1 PER CLASSROOM +1 PER 300 SF. OFFICE ADMINISTRATION SPACE + SUFFICIENT STACKING AREA FOR DROP-OFF / PICK-UP

MAXIMUM: 2 PER CLASSROOM +1 PER 300 SF. OFFICE/ADMINISTRATION SPACE + 1 PER EVERY 4 STUDENTS + SUFFICIENT STACKING FOR DROP-OFF / PICK-UP

STACKING:

MIN. 10 SPACES MEASURED FROM DROP-OFF ENTRANCE

BUFFERS:

PER UNIT MULTIPLIER - RV ADJACENT TO RV-1 N/A BUFFER YARD

STREET YARD/SCREENING: (CLASS 2)

LANDSCAPE REQUIREMENTS: 6 FT. WIDTH - 1 PER 100 FT. OR 2 PER 100 FT. MIN. SHADE TREES, N/A MIN. POINTS REQUIRED PER LF.

LANDSCAPING:

SEE ACCEPTABLE PLANT SPECIES LIST FOR ACCEPTABLE PLANTINGS

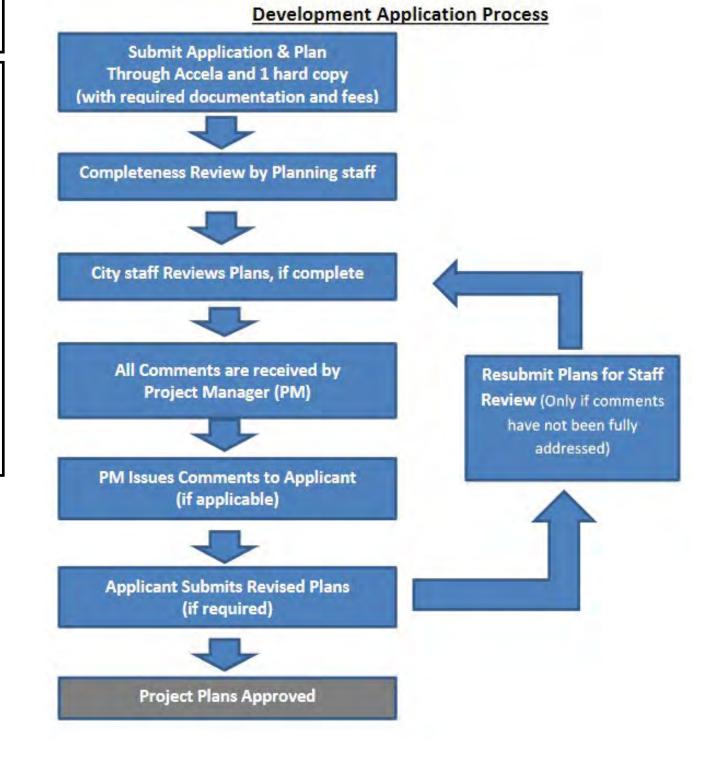
PERMIT PROCESS:

- FIRST SCHEDULE PRE-APPLICATION MEETING

 SUBMIT TO STAFF A SKETCH PLAN AT LEAST
 ONE (1) WEEK PRIOR TO THE PRE-APPLICATION
 MEETING. THE SKETCH PLAN SHOULD INCLUDE
- DEVELOPMENT APPLICATION:
- SUBMITTED DIGITALLY THROUGH ACCELA CITIZEN ACCESS
- 1 HARD COPY DELIVERED TO CITY OF KANNAPOLIS PLANNING DEPT. 3RD FLOOR
- APPLICATION SUBMITTAL & ACCEPTANCE
 - STAFF WILL CONDUCT COMPLETENESS REVIEW
- FULL APPLICATION REVIEW

Project Type	Stage	Designated Agency (Decision Maker)	Time Limit for Processing (First Review)
Minor Subdivision	Sketch Plat	Administrator	15 business days
Minor Subdivision	Final Plat	Administrator	15 business days
Major Subdivision	Sketch Plat	Administrator	15 business days
Major Subdivision	Preliminary Plat	Reviewing Departments	30 business days
Major Subdivision	Final Plat	Administrator	15 business days
Construction Plans (subdivisions & multifamily)		Engineering Director	30 business days
Construction Plans (commercial)		Engineering Director	21 business days
Exempt Plat		Administrator	15 business days
Commercial Upfits		Engineering Director	10 business days

Please note, if the project requires more than 2 re-reviews by Staff, the applicant and design team will be required to schedule a meeting with Staff to address comments. Re-review time limit for processing will depend on Staff comments being adequately addressed.



MINOR SITE PLAN REVIEW:

BUILDING PERMITS FOR ALL NEW CONSTRUCTION WITHIN THE CITY OF KANNAPOLIS, INCLUDING THE PORTION OF THE CITY LOCATED IN ROWAN COUNTY, ARE ISSUED BY THE CABARRUS COUNTY CONSTRUCTION STANDARDS DIVISION. BUILDING PERMITS WITHIN THE ETJ ARE ISSUED BY ROWAN COUNTY. PRIOR TO OBTAINING A BUILDING PERMIT, THE CITY REVIEWS ALL CONSTRUCTION PLANS TO ENSURE THAT THE NEW CONSTRUCTION WILL BE IN COMPLIANCE WITHALL REQUIREMENTS OF THE UDOAND THE LDSM. THE CITY REVIEWS TWO TYPE OF SITE PLANS:MINOR SITE PLANS AND MAJOR SITE PLANS.

Minor Site Plan Process



Cabarrus County Register of Deeds	Rowan County Register of Deeds	
(Recording of Plats in Cabarrus County)	(Recording of Plats in Rowan County)	
65 Church Street South	402 North Main Street	
Concord, NC 28025	Salisbury, NC 28144	
(704) 920-2112	(704) 216-8626	
Cabarrus County Construction Standards (ALL Building Permits in Kannapolis, including Rowan County except those located in the ETJ) 65 Church Street South Concord, NC 28025 (704) 920-2128	Rowan County Construction Standards (Building permits for Rowan county parcels located in the ETJ and outside City limits) 402 North Main Street Salisbury, NC 28144 704-216-8614	
NC Department of Environment & Natural Resources (Grading Permits, Stormwater and Runoff) 610 East Center Avenue #301 Mooresville, NC 28115 (704) 663-1699	NCDOT – Division 9 (NCDOT Access in Rowan County) Brett Abernathy (336) 747-7800 jbabernathy@ncdot.gov	
NCDOT – Division 10	City of Kannapolis Engineering Department	
(NCDOT Access in Cabarrus County)	401 Laureate Way	
Jeff Burleson	Kannapolis, NC 28081	
(704) 983-4360	Scott Kaufhold	
jaburleson@ncdot.gov	(704) 920-4222	

Carbarrus-Rowan Metropolitan Planning Organization (CRMPO): www.crmpo.org/

Flood Risk Information System (FRIS): https://fris.nc.gov/fris/

North Carolina Department of Environmental Quality (NCDEQ): https://deq.nc.gov/

Water & Sewer Authority of Cabarrus County (WSACC): https://www.wsacc.org/

City of Kannapolis:

Applications/Stormwater forms: www.kannapolisnc.gov/Government-

Departments/Planning/Applications-Permits-Documents

Land Development Standards Manual:

https://www.kannapolisnc.gov/Portals/0/Departments/Planning/Documents/LDSM w%20details%20fo r%20web%20page.pdf

Unified Development Ordinance (UDO): www.kannapolisnc.gov/Government-Departments/Planning/UDO

Fee Schedule: www.kannapolisnc.gov/Government-Departments/Planning/Documents/Fee



PERMIT PROCESS NOTES:

PLAN REVIEW - SITE & PLAN REVIEW - BUILDING SUBMITTED SEPARATELY

CITY OF KANNAPOLIS REQUIRED DOCUMENTS:

- ZONING CLEARANCE PERMIT SUBMITTED PRIOR TO BUILDING PERMITS FROM THE COUNTY.
- PLOT PLAN OF PROPERTY SHOWING EXISTING CONDITIONS
- RESIDENTIAL ZONING PERMIT APPLICATION
- RESIDENTIAL DRIVEWAY ACCESS PERMIT APPLICATION
- EROSION CONTROL PERMIT APPLICATION
- UTILITY CONNECTION APPLICATION

ALL APPLICABLE FEES PER CITY OF KANNAPOLIS FEE SCHEDULE MUST BE PAID BEFORE ISSUANCE OF PERMITS

MOST ON-LINE APPLICATIONS REQUIRE AT LEAST A 2-DAY PROCESSING TIMELINE. KANNAPOLIS PLANNING IS CURRENTLY EXPERIENCING A DELAY DUE TO HIGH PROJECT VOLUME.

THE PROCESS DEPENDS ON IF YOU WILL BE REQUESTING FOR A NEW CONSTRUCTION, WHICH IS SUBMITTED THROUGH ACCELA AS A PRB (PLAN REVIEW, BUILDING) OR ADDING AN ACCESSORY STRUCTURE OR ADDITION WHICH IS SUBMITTED THROUGH THE KANNAPOLIS PLANNING OFFICE.





1 CONCESSIONS / RESTROOMS
BOTH CONCESSIONS AND RESTROOMS ARE NOT ACCESSIBLE



2 STANDS LIMITED PEDESTRIAN ACCESS TO STANDS AND NOT TO CODE

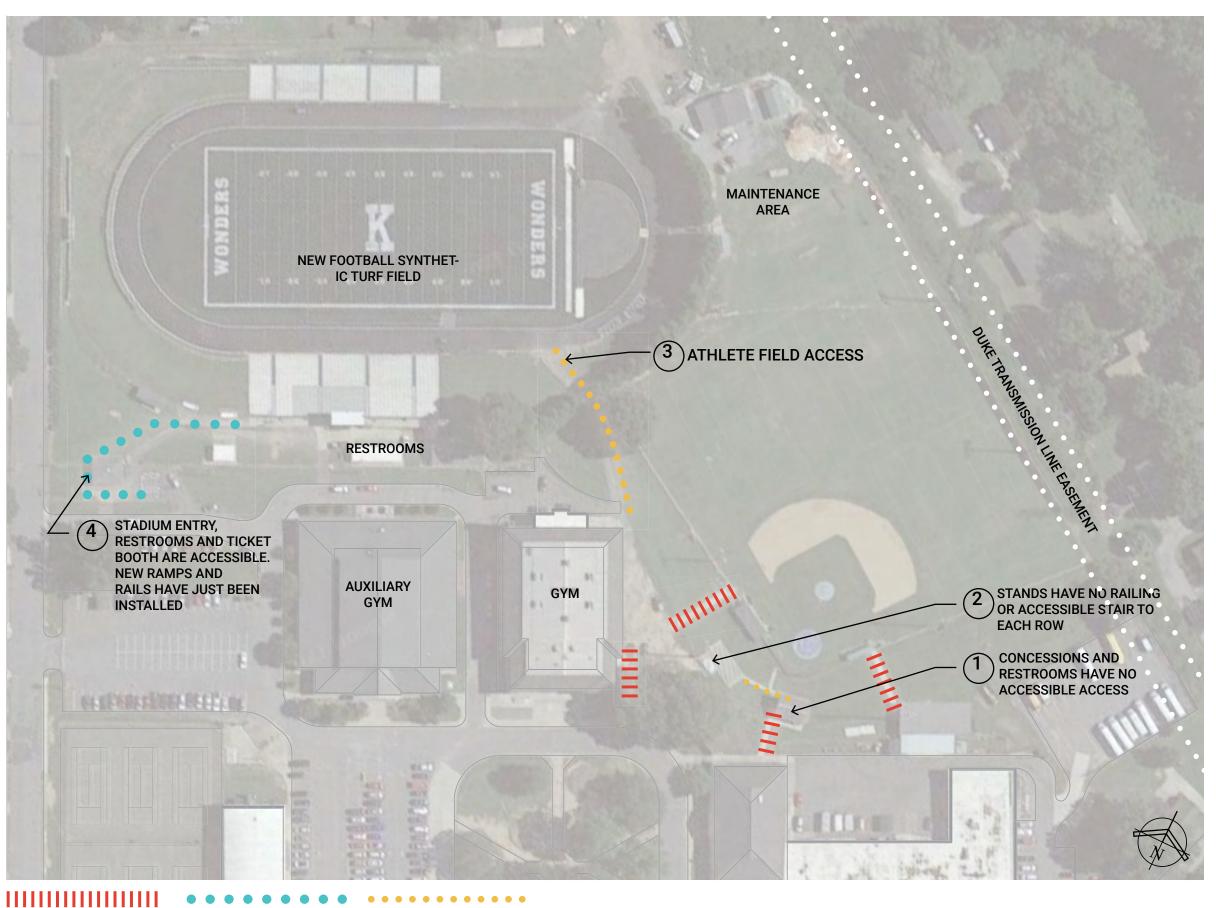


ATHLETE FIELD ACCESS

STEEP ACCESS TO FOOTBALL FIELD, SEDIMENTS RUNS
ACROSS TRACK



STADIUM ENTRY
LIMITED PEDESTRIAN ACCESS TO STANDS AND NOT TO CODE





AUXILIARY GYM EGRESS SIDEWALK IS BETWEEN 5.0% AND 8.2%



GYM EGRESS STAIRS ON NORTH SIDE OF GYM VERY STEEP



BASEBALL FIELD ACCESS LIMITED PEDESTRIAN ACCESS TO STANDS AND NOT TO CODE



GYM AND MUSIC BUILDING SIDEWALK CROSS SLOPE OF EXISTING SIDEWALK DOES NOT MEET CODE



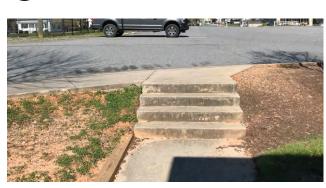
GYM RAMP SLOPE OF RAMP RANGES FROM 7.6% TO 9.6%. A HANDRAIL IS NEEDED TO MEET CODE



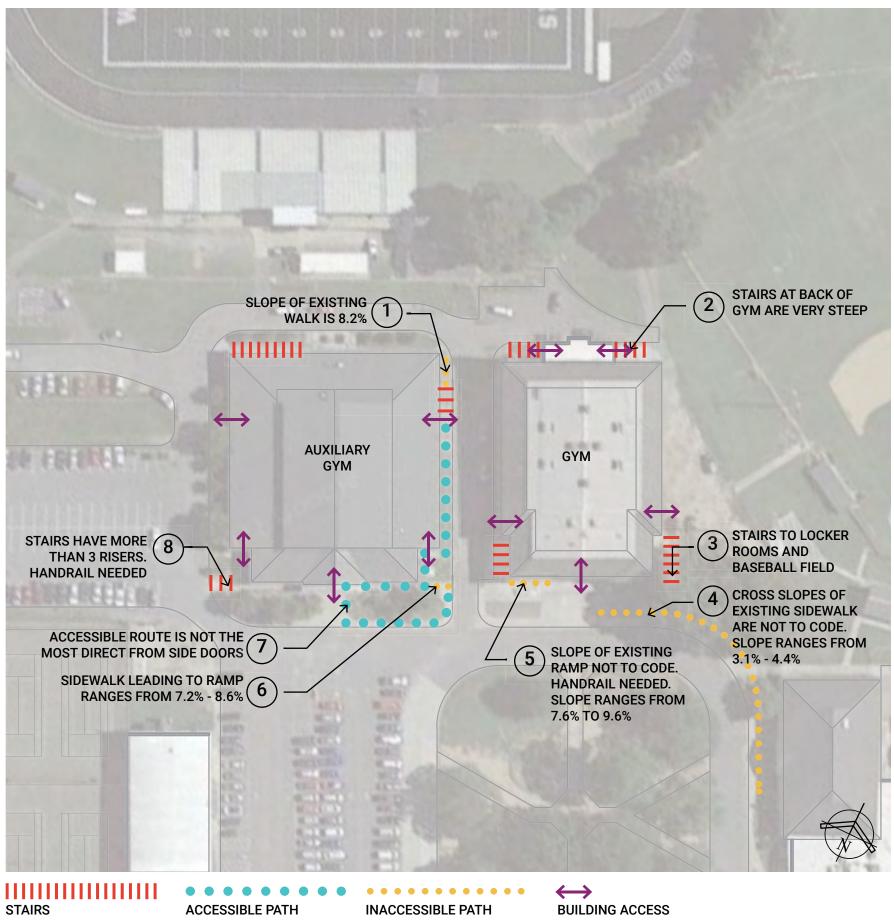
AUXILIARY GYM ACCESSIBILITY DIRECT ACCESS TO PEDESTRIAN RAMP IS INACCESSIBLE



AUXILIARY GYM ACCESSIBILITY ACCESSIBLE ROUTE IS NOT THE MOST DIRECT ROUTE FROM POINTS OF EGRESS



AUXILIARY GYM STAIRS EXISTING STAIRS NEED TO HAVE HANDRAIL





OVERGROWN GROUND COVER
JUNIPER NEEDS TO BE PRUNED TO ALLOW FOR CLEAR EGRESS



TREE HEALTH
EXISTING TREE HEALTH AND FUTURE MAINTENANCE PLAN TO BE PROVIDED BY ARBORIST

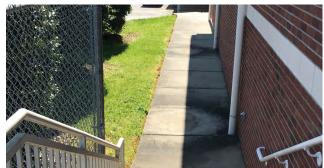


2 GYM AND MUSIC BUILDING SIDEWALK CROSS SLOPE OF EXISTING SIDEWALK DOES NOT MEET CODE

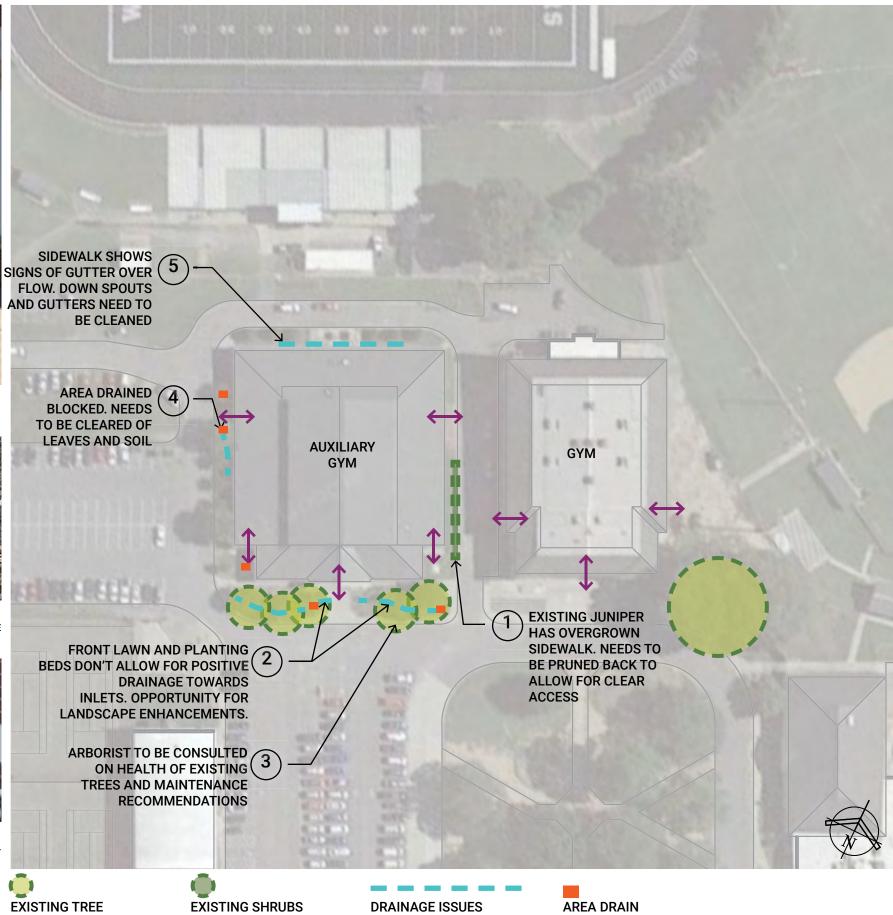


AREA DRAINS

AREA DRAINS AROUND BUILDING PERIMETER NEED TO BE CLEARED FROM ORGANIC MATERIAL



5 DOWN SPOUTS
ALL DOWNSPOUTS AND GUTTERS NEED TO BE CLEANED TO INSURE THERE IS NO OVERFLOW







1 CENTER OF QUAD BRICK INLAY IS SETTLING AND NEEDS TO BE REMOVED AND REPLACED WITH PROPER SUBBASE.



SIDEWALK HEAVING
TREE ROOTS AND SETTLING HAVE CAUSED SIDEWALK TO
HEAVE IN A FEW PLACES WITHIN THE QUAD



SIDEWALK CROSS SLOPE CROSS SLOPE OF EXISTING SIDEWALK DOES NOT MEET CODE



CENTRAL AXIS
PORTIONS OF SIDEWALK WALK ARE ABOVE 5.0% IN SLOPE.



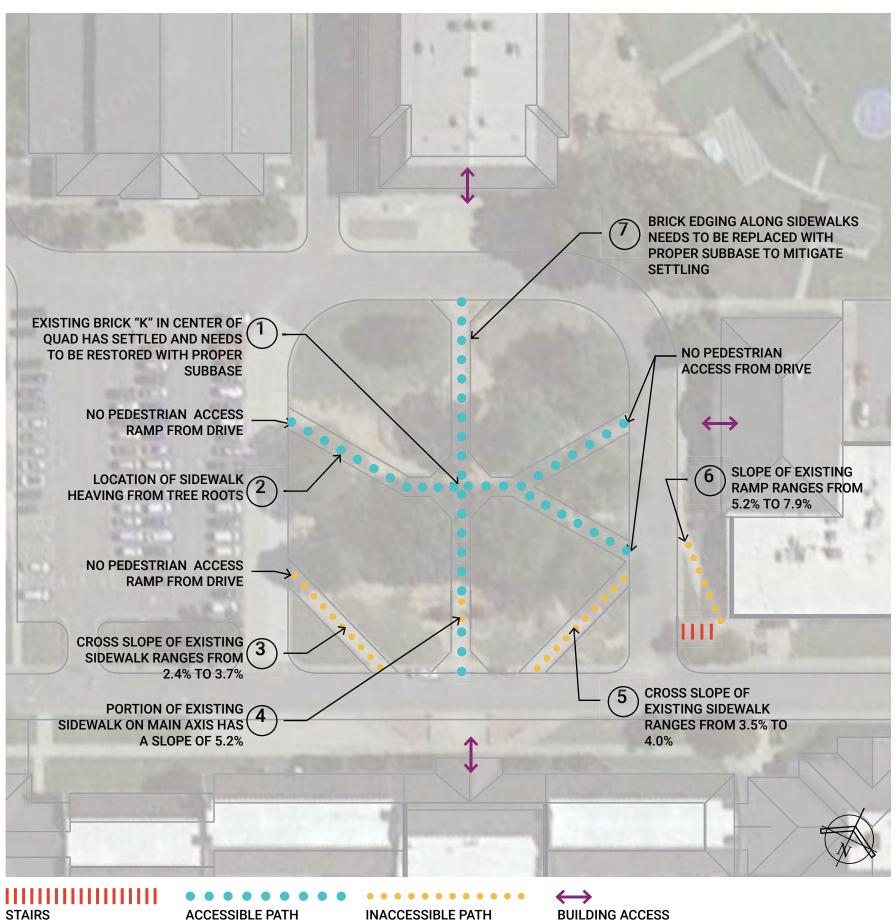
SIDEWALK CROSS SLOPE CROSS SLOPE OF EXISTING SIDEWALK DOES NOT MEET CODE



RAMP AT MUSIC BUILDING
SLOPE OF EXISTING RAMP RANGES FROM 5.2% TO 7.2%.



BRICK EDGE DETAILS
BRICK AT EDGE OF SIDEWALK HAS SETTLED AND NEEDS TO BE REMOVED AND REPLACED WITH PROPER SUBBASE.





PONDING

EXISTING GRADE IS VERY FLAT ON NORTHERN SIDE OF QUAD CREATING AREAS OF PONDING ON SIDEWALKS



2 LAWN
LAWN AND PLANTING UNDER TREES IS SPARSE
CREATING LARGE AREAS OF EXPOSED SOIL CREATING
AREAS OF PONDING ON SIDEWALKS



TREE HEALTH

EXISTING TREE HEALTH AND MAINTENANCE
RECOMMENDATIONS TO BE PROVIDED BY ARBORIST



SHRUB REMOVAL

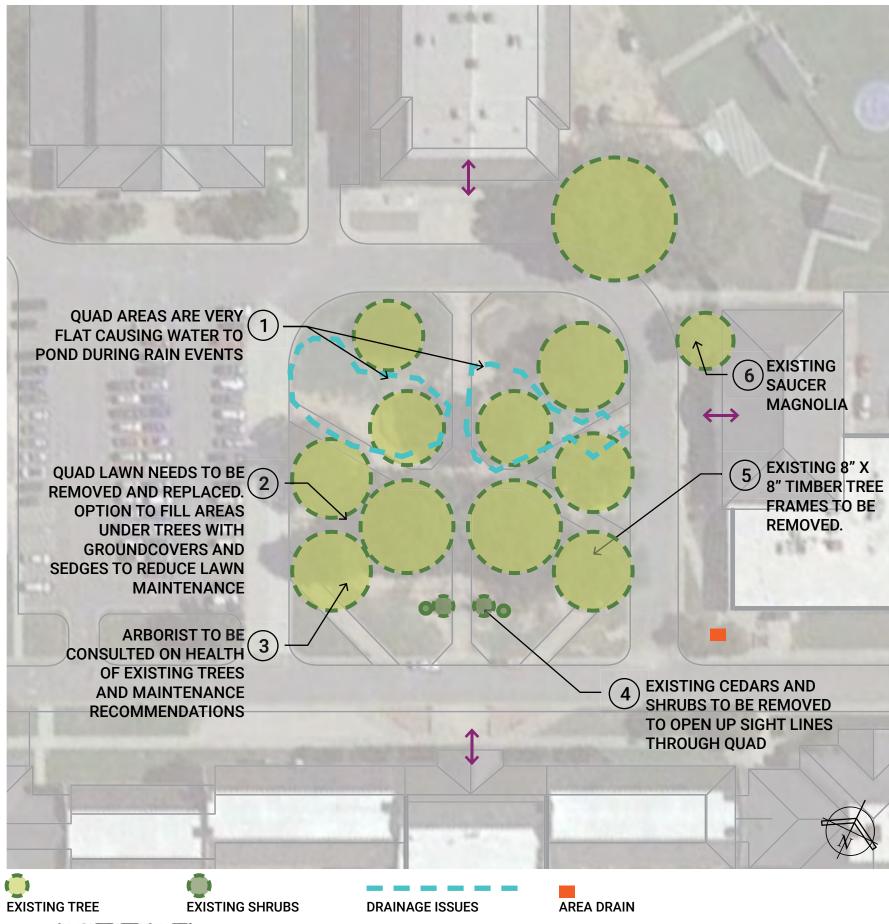
EXISTING CEDAR AND EVERGREEN SHRUBS TO BE REMOVED TO ALLOW FOR OPEN LINES OF SIGHT



5 TIMBER EDGING
TIMBER TREE EDGING



6 SAUCER MAGNOLIA
EXISTING SAUCER MAGNOLIA TO REMAIN. HEALTH AND
MAINTENANCE RECOMMENDATIONS TO BE PROVIDED
BY ARBORIST









ENTRY HIERARCHY
BUILDING ENTRANCES LACK HIERARCHY ALONG THE LONG FACADE OF THE
BUILDING



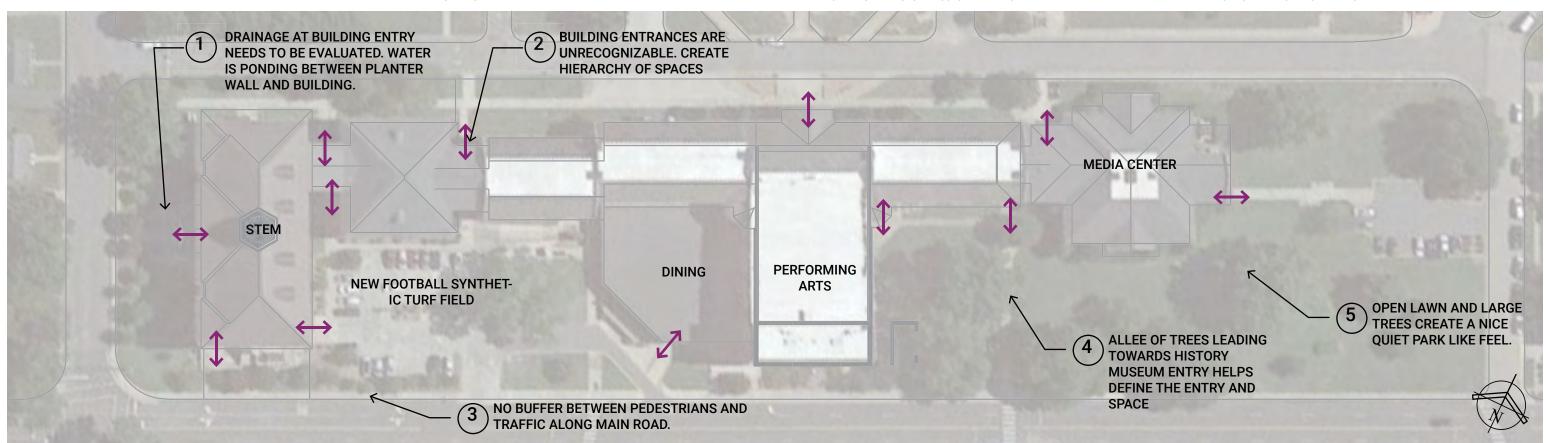
STREET RELATIONSHIP
SIDEWALK ALONG STREET IS LOUD, TREES ON BOTH SIDES OF STREET HELP
TO CONNECT SCHOOL TO RESIDENTIAL SURROUNDINGS



MUSEUM ENTRY
ALLEE OF TREES CREATES A NICE SENSE OF SPACE AND DIRECTS YOU TOWARDS THE HISTORY MUSEUM ENTRANCE.



OPEN LAWNSOUTH EAST LAWN NEAR THE SPIRIT ROCK HAS A NICE PARK LIKE FEEL WITH MORE SEPARATION FROM THE ROAD









DISCOVER: EXISTING CONDITIONS ARCHITECTURAL

1952 Building - Basement Level

- Basement Level contains main electrical room and boiler/water heaters and pumps
- Basement Level contains boys and girls dressing rooms, storage rooms toilet rooms that are not ADA compliant and a boys individual ADA compliant toilet and a girls individual ADA Compliant toilet.
- Access to the basement is by stairs only.

1952 Building - Lower Level

- Auditorium and Large lobby are located at the center of the school
- Auditorium has a working stage and fly tower.
- Auditorium has 1314 seats on lower level and 600 seat on the balcony level.
- Lobby outside auditorium has VCT flooring, painted walls and APC ceilings.
- Auditorium ceiling is Plaster
- Auditorium walls are CMU/Plaster
- Auditorium floor has a single slope from back of space to stage. All Handicap accomodations for wheelchairs are located at the front of the stage. The single slope from back of auditorium to wheelchair spaces at the stage do not allow for the required flat space every 30' for wheelchair to pause or rest.
- The stage does not appear to have ADA access to the stage from the auditorium floor. A
 wheelchair lift should be considered.
- There are 2 exit points from the auditorium at the bottom of the stage to the exterior. Only one of these exits at grade. One exits to steps and is not ADA compliant.
- There are 2 exist points from the stage to the exterior. Both of these exit to steps.

1952 Building - Lower Level - Classroom wing to East of auditorium

- First room on Right side of corridor is Mechanical. Room is 732 sf.
- Second Room on right is Classroom 114. Room 441 sf.
- Third space on Right is Stair tower #4. Stair is 256 SF
- First two rooms on left side of corridor are Kannapolis History Museum. First room is 778 SF.
 Second room is 1134 SF. There are 2 storage rooms between these two rooms.
 Could not access these rooms. 1134 sf room is labeled room 113A.
- Room #113B is storage. Space was not accessible
- Room #113C is storage. Space was not accessible.
- Stair beside Room #114 has the stair doors removed. This would require the corridors to be rated or the building to be sprinklered.

1980 Elevator Addition – Lower Level

- Elevator, Elevator Machine room and small vestibule were added to the right or east of the 1952 building.
- Elevator vestibule floors are VCT, walls are painted CMU and ceiling is APC.

1989 Media Center Addition

- Media Center is located plan right or east of the 1980 Elevator Addition.
- Room #113E is Storage
- Room #114K is storage
- Room #114F is storage.
- Male toilet room beside Room #114F has 4 urinals, 3 water closets and 4 lavatories. This toilet room is not ADA compliant.

- Female toilet room beside male toilet room has 7 water closets and 4 Lavatories. This toilet room
 is not ADA compliant.
- Room #115 has Carpet flooring, CMU walls and APC ceilings. Use of the space is currently offices and technology.
- Room #117 has Carpet flooring, CMU walls and APC ceilings. Use of the space is currently technology workshop.
- Room #119 is office. Space has Carpet flooring, GWB walls and APC ceilings.
- Room #121 is 542 Sf. Space has Carpet flooring, CMU walls and APC ceilings.
- Room #116 is 1026 Sf. Space has carpet flooring, CMU walls and APC ceilings. Use of the space is currently a Computer Classroom
- Room #118 is 1092 Sf. Space has LVT flooring, CMU abd GWB walls and APC ceilings. Use of the space is currently a Broadcast Space.
- Room #120 is Control Room has LVT flooring, GWB walls and APC ceilings.
- Room #122 is 1006 Sf. Space has LVT flooring, GWB and cmu walls and APC ceilings.

1952 Building – Lower Level – Origional Kitchen and Cafeteria are located to the left or plan west of the Auditorium and its lobby.

1993 new Dining Area with ramp to existing cateteria and toilets were added. Part of this project was to turn the existing cafeteria into a new serving area. Floor finishes are VCT, walls are painted CMU, Ceilings are APC. The new toilets appear to be ADA compliant. This Dining addition was sprinklered. The riser room is located in the corner of the Men's Restroom.

1956 Classroom Building Addition is located to left or plan West of the 1952 building. The lower level was renovated in 1980 when the elevator addition was added.

- EC Classroom 109 is 507 SF. Flooring is VCT, walls are CMU/GWB, Ceilings are APC
- EC Classroom 107 is 596 SF. Flooring is VCT, walls are CMU/GWB, Ceilings are APC
- Workroom 108A . Flooring is VCT, walls are CMU/GWB, Ceilings are APC
- Storage Room beside Workroom 108A is not numbered. Flooring is VCT, walls are CMU/GWB, Ceilings are APC
- Room 108 is storage. Flooring is VCT, walls are CMU/GWB, Ceilings are APC
- EC Classroom 110 is 589 SF. Flooring is VCT, walls are CMU/GWB, Ceilings are APC
- EC Classroom 106 is 595 SF. Flooring is VCT, walls are CMU/GWB, Ceilings are APC EC Classroom 106 has a door to EC classroom 110 and a door leading to the adjacent stair. This door into the stair would not be allowed by the current building code.

1994 Science building Addition – Lower Level – Located to the left or plan west of the 1956 Classroom Building Addition. Lower level was not built out in 1994, but was upfitted in 2003. 1994 building Data sheet indicates this is a Type II construction addition with unlimited area, separated from the 1956 addition with a 4 hour rated 75% solid CMU firewall. This 1994 Building Data sheet also indicates that the existing building is Type II Construction.

- Boys toilet (104) has 2 urinal, 2 water closets and 3 lavatories. This toilet appears to be ADA Compliant.
- Girls toilet (103) has 4 water closets and 3 lavatories. . This toilet appears to be ADA Compliant.
- Classroom (111) is 1074 SF per 2003 plans, flooring is VCT, wall are CMU and ceilings are APC.
- Faculty Workroom (112) is 545 SF, flooring is VCT, wall are CMU and ceilings are APC.
- Classroom (110) is 1095 SF per 2003 plans, flooring is VCT, wall are CMU and ceilings are APC.
- Classroom (107) is 958 SF per 2003 plans, flooring is VCT, wall are CMU and ceilings are APC.
- Classroom (108) is 992 SF per 2003 plans, flooring is VCT, wall are CMU and ceilings are APC.



Classroom (109) is 995 SF per 2003 plans, flooring is VCT, wall are CMU and ceilings are APC.

2008 Stem Building was not assessed due to its age and that work in this addition is anticipated. Review of the existing plans indicates the toilet facilities appear to be ADA compliant. The plans for this building indicate it was separated from the earlier construction of the 1994 Science building Addition with a 3 hour fire wall.

1952 Building – Mid Level

- Original Main entry vestibule has 3 pair of double doors that lead to the courtyard at center of the campus. Flooring in the vestibule and main corridors is terrazzo that is in generally good condition. Some cracking was observed. Walls are plaster and ceilings are 2' x 2' APC
- Across the corridor from the Original Main Entry vestibule is a conference/meeting area that has a glass wall and glass doors separating this space from the corridor. Note that this glass wall/door system is not a rated component of the corridor system and is not code compliant in a non sprinklered Education type iv construction type. To the plan left of the conference/meeting space is a lounge with kitchenette and off this lounge are female staff toilet. There are 4 water closets. This toilet is not ADA accessible. To plan right is a space being used for storage and providing access to Men's staff toilets. Note that access to this storage space and toilets is only through the adjacent Stair #3. Access to this space from a stair would not be code compliant under current codes. The Men's Staff Toilet has 4 water closets. This toilet room is not ADA accessible.
- Moving plan right, the spaces on the let side of the corridor serve as administrative and student services spaces. Ceilings are APC.
- At the end of this corridor (end of 1952 building) on the plan left side is the Ladies Toilet room.
- This toilet has 10 water closets and 6 lavatories. One of the toilets appears to be sized as an 3'-0" x 6'-0" toilet compartment, however, there is no 5' x 5' ADA toilet in this room. The lavatories do not include an ADA height lavatory and the pipes do not have the required pipe wrap protection. This toilet room is not ADA compliant.
- Moving plan right, the spaces on the right side of the corridor, past Stair #3 are:
- 216 Custodial closet and duct riser room
- 218 Staff workroom and offices. Ceiling is APC.
- 218A is Offices. Ceiling is APC.
- Stair #4 is beside 218A offices.
- Beside Stair #4 is the nurses office. This was originally a toilet room with 3 water closets, but currently is the Nurses office with one toilet. This single toilet is not ADA compliant.

1980 Elevator Addition - Mid Level

- Elevator and a small closet to right of elevator were added to the right or east of the 1952 building.

1989 Media Center Addition

Media Center is located plan right or east of the 1980 Elevator Addition. Media Center was not
reviewed for this assessment. We did have note in looking at the existing plans that the
Media Center does not have toilet facilities on this mid level. Access to toilet facilities at this
end of the building appears to be non-compliant.

1952 Building – Mid Level – Moving plan left or west of the Original main entry:

- 219 Admin. Room is 138 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and

- 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.
- 217 Classroom. Room is 638 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike side to the adjacent wing wall.

215 Classroom. Room is 747 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.

- Book Storage located between 213 and 215, floor is VAT, walls are plaster, ceiling is plaster.
- 213 Classroom. Room is 661 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.
- 211 Classroom. Room is 582 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.
- 209A Storage. This room was previously a group toilet room that has now been turned into a storage room. Concern is that the toilet count may not be adequate to meet the current code. The room is 465 SF.
- Stair #2 Provides access to the lounge located off conference/meeting room. This access would not be allowed by the current code.
 - Classroom 212. Room is 1242 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.
- Room 210 Meeting space/workroom. Room is 334 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.
- Stair #1 is 269 SF.



208A Custodial Office. Note space was previously a lounge with group toilets on the back half.
Without these toilet code required # of toilets is in question. Room is 112 SF.

1956 Classroom Building Addition is located to left or plan West of the 1952 building. The mid level consists of the following:

- 209 Janitor closet 136 SF.
- 207 Classroom. Room is 648 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.
- Prep room and storage rooms are located between Classrooms 207 and 205. Flooring is VAT, walls are plaster, ceilings are APC.
 - 205 Classroom. Room is 882 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.
- 208 Classroom. Room is 962 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.
- Prep room and storage rooms are located between Classrooms 207 and 205. Flooring is VAT, walls are plaster, ceilings are APC.
- 206 Classroom. Room is 650 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered. There is also an ADA issue with the door as it does not have 12" from the strike site to the adjacent wing wall.
- Stair from 1956 addition is located to plan left of 206 Classroom. Square footage of this stair is 238 SF.

1994 Science building Addition – Mid Level – Located to the left or plan west of the 1956 Classroom Building Addition. 1994 building Data sheet indicates this is a Type II construction addition with unlimited area, separated from the 1956 addition with a 4 hour rated 75% solid CMU firewall. This 1994 Building Data sheet also indicates that the existing building is Type II Construction.

- Vestibule 209 per existing plans, has VCT flooring, Painted CMU walls and 2' x 2' APC.
- Boys toilet (207) has 2 urinal, 2 water closets and 3 lavatories. This toilet appears to be ADA Compliant.
- Building plans for this 1994 Science Building Addition show an elevator adjacent to the Boy's toilet.

 Per site inspection, this elevator was not installed.
- Custodial 208 beside Boys 207 is accessed for this Boys rom.
- Classroom 203 is 1180 SF per 1994 plans. Room has VCT flooring, Painted CMU walls and 2' x 2'

APC.

- Prep Room, 215 SF and Office, 65 SF are located between Classroom 203 and Classroom 201 and have VCT flooring, Painted CMU walls and 2' x 2' APC.
- Classroom 201 is 1130 SF per 1994 plans. Room has VCT flooring, Painted CMU walls and 2' x 2' APC.
- Computer equipment room (211) is 190 SF. Room has VCT flooring, Painted CMU walls and 2' x 2'
- Girls toilet (211) has 4 water closets and 3 lavatories. This toilet appears to be ADA Compliant.
- Classroom (202) is 1350 SF per 1994 plans, flooring is VCT, wall are CMU and ceilings are APC.
- Prep Room, 215 SF and Office, 65 SF are located between Classroom 202 and Classroom 200 an have VCT flooring, Painted CMU walls and 2' x 2' APC.
- Classroom (200) is 1350 SF per 1994 plans, flooring is VCT, wall are CMU and ceilings are APC.

2008 Stem Building was not assessed due to its age and that no work in this addition is anticipated. Review of the existing plans indicates the toilet facilities appear to be ADA compliant. The plans for this building indicate it was separated from the earlier construction of the 1994 Science building Addition with a 3 hour fire wall.

1952 Building – Upper Level

- At the center of the building, on the East First street side is the auditorium. The auditorium balcony is accessed from the upper level of Stairs #2 and 3#. The upper level of the balcony is accessed from the upper level floor landings of the stair and the lower level of the balcony is accessed from the intermediate landings of stairs #2 and #3. Access to the balcony would not be allowed from the stair under current code.
- At the center of the building, on the campus quad are:
- Book Room 317, room is 252 SF, flooring is VAT, walls are plaster, ceiling is APC.
- Classroom 319, Room is 748 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 321, Room is 689 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 323, Room is 714 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 325, Room is 624 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 327, Room is 591 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without



- a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 329, Room is 602 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Men's toilet room
- At the end of this corridor (end of 1952 building) on the plan left side of the corridor is the Men's Toilet room. This toilet has 10 water closets and 6 lavatories. One of the toilets appears to be sized as a 3'-0" x 6'-0" toilet compartment, however, there is no 5' x 5' ADA toilet in this room. The lavatories do not include an ADA height lavatories and the pipes do not have the required pipe wrap protection. This toilet room is not ADA compliant.
- Moving plan right, the spaces on the right side of the corridor, past Stair #3 are:
- Classroom 318, Room is 583 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 320, Room is 561 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 322, Room is 568 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Stair #4 is plan right of Classroom 322 and is 262 SF.
- Yearbook Office. Room is 248 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.

1980 Elevator Addition – Upper Level

- Elevator and a small closet to right of elevator were added to the right or east of the 1952 building.
- Elevator vestibule floors are VCT, walls are painted CMU and ceiling is APC.
- The current building code requires a 2 way communication system with a push button for help and directions for operation located in the area outside the elevator. A receiver panel located in a space that is occupied by staff while school is operational is required and when staff is not in the space the system responds to 911 automatically. This is required at elevator vestibules above the level of exit discharge. This elevator does not have this 2 way communication system and is not code compliant under the current code.

1952 Building – Upper Level – Moving plan left or west of the Book Room 317:

- Starting at Book Room 317 and moving plan left on the Courtyard side of the campus are the

following spaces:

- Classroom 315, Room is 924 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 313, Room is 589 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 311, Room is 592 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- 309B Custodial Supply. Room is 500 SF. Space was previously a group toilet room. Space has ceramic tile floors, walls are ceramic tile and plaster and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 316, Room is 621 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 314, Room is 594 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 312, Room is 607 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Stair #1 is located to the left of Classroom 312 and is 250 SF.
- Small Classroom to left of Stair #1 is 270 SF.

1952 Building – Attic level

- The attic of the 1952 building is accessed by Stair #1 with a flight of stairs up to the attic level.
- The attic floor is comprised of "2" lightweight vermiculite concrete on 4# metal lath with 6" x6" 10/10 ga. Welded wire reinforcement cover entire over 2nd floor ceiling joists." The roof framing is 2" x 8" wood rafters supported by structural steel framing. The concrete cap that sits on the 2nd floor ceiling joists has numerous areas where the 2" concrete has crumbled and there are numerous holes in the 2" concrete slab. The damaged areas of this concrete cap need to be repaired to return the separation of the attic from the building.

1956 Classroom Building Addition is located to left or plan West of the 1952 building. The upper level



consists of the following:

- Janitor closet. Room is 122 SF.
- Classroom 309, Room is 718 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Between Classroom 309 and 307 is a prep room and 2 storage closets. Combined SF is 91 SF.
- Classroom 307, Room is 983 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Classroom 308, Room is 1045 SF. Space has VAT (vinyl asbestos tile, (9" x 9" tile), plaster walls and 2'x2' APC. Door to room from corridor is a 9 glass lite door, door appears to be wood without a label and glass appears to be clear annealed glass. Door frame is appears to the Hollow metal without a label. This is a code concern under current code since the building is not sprinklered.
- Offices 306 and 306A and Resource space and conference are to left of Classroom. 5 Spaces combined SF is 665 SF.
- 1956 addition stair is located plan left or west of Offices 306 and 306A. Square footage of this stair is 238 SF.

1994 Science building Addition – upper Level – Located to the left or plan west of the 1956 Classroom Building Addition. 1994 building Data sheet indicates this is a Type II construction addition with unlimited area, separated from the 1956 addition with a 4 hour rated 75% solid CMU firewall. This 1994 Building Data sheet also indicates that the existing building is Type II Construction.

- Office 309 per existing plans is 175 SF, has VCT flooring, Painted CMU walls and 2' x 2' APC.
- Boys toilet (307) has 2 urinal, 2 water closets and 3 lavatories. This toilet appears to be ADA Compliant.
- Building plans for this 1994 Science Building Addition show an elevator adjacent to the Boy's toilet.
 Per site inspection, this elevator was not installed.
- Custodial 308 beside Boys 207 is accessed for this Boys rom.
- Classroom 303 is 1180 SF per 1994 plans. Room has VCT flooring, Painted CMU walls and 2' x 2'
 APC.
- Prep Room, 215 SF and Office, 65 SF are located between Classroom 303 and Classroom 301 and have VCT flooring, Painted CMU walls and 2' x 2' APC.
- Classroom 301 is 1130 SF per 1994 plans. Room has VCT flooring, Painted CMU walls and 2' x 2'
 APC.
- Conference room (310) is 185 SF. Room has VCT flooring, Painted CMU walls and 2' x 2' APC.
- Girls toilet (311) has 4 water closets and 3 lavatories. This toilet appears to be ADA Compliant.
- Classroom (302) is 1350 SF per 1994 plans, flooring is VCT, wall are CMU and ceilings are APC.
- Prep Room, 215 SF and Office, 65 SF are located between Classroom 302 and Classroom 300 an have VCT flooring, Painted CMU walls and 2' x 2' APC.
- Classroom (300) is 1345 SF per 1994 plans, flooring is VCT, wall are CMU and ceilings are APC. **2008 Stem Building** was not assessed due to its age and that no work in this addition is anticipated. Review of the existing plans indicates the toilet facilities appear to be ADA compliant. The plans for this building indicate it was separated from the earlier construction of the 1994 Science building Addition with

a 3-hour fire wall.

The current code requires a 2-way communication system with a push button for help and directions for operation located in the area outside the elevator. A receiver panel located in a space that is occupied by staff while school is operational is required and when staff is not in the space the system responds to 911 automatically. This is required at elevator vestibules above the level of exit discharge. This elevator does not have this 2-way communication system and is not code compliant under the current code.

The 1952 building and the 1956 addition appear to be a single building for the purpose of area calculations. The 1952 building was separated from the 1980 addition on plan east of the building with a 3-hour overhead coiling door added in the 1980 addition. The 1956 addition was separated from the 1994 addition on the plan west of the building with a 4-hour rated firewall added in the 1994 addition. The construction of 1952 building and the 1956 addition appear to be consistent with the requirements of a Type II-B construction type under the current code, with the exception of the wood framed sloped roofs. This wood framing is not non-combustible wood and would not be considered non-combustible. It appears the 2" concrete cap was an attempt to separate the non-combustible from the combustible roofing, but the condition of this 2" concrete cap does not appear to provide this separation in its current condition. Under the current code, this wood framed sloped roofs would not qualify as non-combustible since the wood is not treated to be non-combustible.

Under the current code, the corridors of the 1952 and 1956 buildings would be required to be 1 hour rated as the building is not currently sprinklered. While the corridors appear to be CMU with plaster coating, the doors are not labeled and the transoms above the doors are not labeled either. This would mitigate a rating on the corridor walls.

The 1952 building and the 1956 addition appear to be a single building for the purpose of area calculations. The 1952 building was separated from the 1980 addition on plan east of the building with a 3-hour overhead coiling door added in the 1980 addition. The 1956 addition was separated from the 1994 addition on the plan west of the building with a 4-hour rated firewall added in the 1994 addition. The construction of 1952 building and the 1956 addition appear to have been done using the 1936 edition of the North Carolina State Building Code.

The 1952 building construction square footage is: First Floor = 32,050 SF. Second Floor = 18,300 SF. Third Floor = 18,300 SF.

Per Section 3.1 of the 1936 NCBC, the Classification of Building by Occupancy for AL Brown High School is Public Building.

Per Section 3.2 of the 1936 NCBC, Classification of Building Type of Construction Would be either Class A – Fireproof or Class A' – Semi Fireproof.

Section 4.23 Public Buildings of the 1936 NCBC indicates Semi Fireproof Construction shall not exceed 75' in height. Per the 1952 Construction plans, the building height at the Auditorium is xx'.

Section 4.3 Restrictions as to Floor Area, Section 4.32 – Indicate Buildings exceeding 25,000 SF in undivided area shall be Class A, Class A' or Class E. AL Brown High School would be Class A or Class A' due to Allowable Area table on Page 15 of the 1936 NCBC:



For Public Buildings Per the Allowable Area of Buildings in Square Feet Table:

- Class A Allowable Area has no Area Restrictions
- Class A' Allowable Area has no Area Restrictions
- Class B Allowable Area 1 story = 15,000 SF, 2 Story = 10,000 SF and 3 Story = 7,500 SF
- Class C Allowable Area 1 Story = 7,500 SF, 2 or 3 story = 5,000 sf
- Class D & E Allowable Area = 3,000 SF

Per Chapter 11 – Definitions:

- Fireproof Construction is not less than 4 hour rating for bearing walls, firewalls, party was, isolated piers, columns & wall supported girders; 3 hour rating for walls and girders other than already specified and for beams, floors, roofs and floor fillings and 2 hour for fire partitions.
- Semi-fire proof Construction means all walls are of approved masonry or of reinforced concrete and structural members of which have fire resistive rating not less than a four-hour rating for fire walls and party walls, a three hour rating for other walls, isolated piers, columns trusses and wall supporting girders and a two hour rating fore fire partitions, girders not otherwise specified, exposed beams, floors, roofs and floor fillings.
- Section 6.2 General
- Section 6.22 Number of Occupants

Classrooms in schools - 20 SF/Person

of Exists

- From Rooms 2 if more than 75 occupants
- From Ground Floor more than 75 occupants requires 2 Exits
- From 2 exists required when area exceeds 2000 sf
- From places of Assembly 4 exits required when more than 1000 persons are accommodated.

Section 6.3 Interior Stairs

Section 6.33 width

- Section 10.2 Protection of Structural Members
- Section 10.22 Protection of Columns, Girders and beams, In steel jois floor the secondary beams need not be individually encased but shall be protected with one inch of gypsum or Portland cement plaster ceiling and at least 2" of concrete floor slab above.
- Section 10.23 Requirements for Structural Steel in Class A' Construction
 - Section 10.8 Roof Construction and Roofing
- Section 10.81 Roof Structures. Roof of Buildings of Class A' construction, covered in accordance with Section 10.82 may be built of formed sheet steel or of wooden planks not less than 2 inches nominal thickness attached by means of wood spikes to a metal framework, provided the roof is wholly separated from the stories below by construction having an ultimate fire resistance of 1.5 hours. Note that the 2" thick concrete slab providing the required separation of the Roof framing from the interior of the building has areas of disrepair and hole that mitigate the required separation. This will need to be repaired.
- Section 10.82 Roof coverings. Class 2 roof coverings shall be of non-combustible material approve by a Building Code Council after satisfactory evidence that it is effective against moderate

fire exposure, is not readily flammable under such exposure and requires only infrequent repairs to maintain its fire-resistant properties. All buildings within the fire limits shall have a Class 1 or Class 2 roof covering.

The 1952 Original Building and 1956 Addition appear to be compliant with the 1936 NCBC.

The renovations to the 1952 Original Building and 1956 Addition will be made using the 2018 North Carolina Existing Building Code based on Chapter 9 – Alterations – Level 3 utilizing Chapters 3 – 9. Chapters 10 - 14 are not applicable for this project.

Based on the 2018 North Carolina Existing Building code, Section 804 – Fire protection, Section 804.2.2.1 stipulates that work areas that increase the fire area or Calculated occupant load above the limits listed in 903.2.1 through 903.2.10 of the 2018 North Carolina Building Code shall meet the requirements of these sections. Per Section 903.2.3 Group E – An automatic sprinkler system shall be provided for Group E occupancies as follows: Throughout all Group E fire areas greater than 12,000 sf of Area. Per area calculations, the First floor square footage of Group E spaces is approximately 19,500 sf. The second floor square footage of Group E spaces is approximately 22,400 SF and the third floor square footage of Group E spaces is approximately 22,400 SF. The First floor Group A spaces for the auditorium are approximately 19,500 SF. Therefore, based on the codes referenced above, the 1952 building and 1956 addition will required to be fully sprinklered to comply with a Level 3 Alteration per the 2018 North Carolina Existing Building code. The group A area is also required to be sprinklered per section 903.2.1.1 item #2 of the 2018 North Carolina building code as there are more than 300 occupants accommodated in the Auditorium.

The 1936 NCBC does not address a requirement for quantities of plumbing facilities. Two group toilet facilities in the 1952 building have been removed and turned into storage rooms. Given that the intent of the Existing Building Code is to not make the building less compliant through the alterations, it would be necessary to return these two group rooms back to group toilet rooms. Since there are currently no ADA toilets in the 1952 building, these reinstalled toilet rooms would need to be ADA compliant if space and funds allow. If they do not, an individual handicap toilet could be added to comply with ADA requirements.

The 1936 NCBC calculated occupancy for classrooms based on 15sf per person. The 2018 NCBC calculates classrooms based on 20 sf per person and 50 sf per person for labs. The 1952 building with its 1956 classroom addition include 5 stair towers. Stairs #1, # 4 and #5 in the 1956 addition has stair run widths of 4'-8". Stairs #3 and #4 have stair run widths of 6'-0". Section 805.2.1 Means of Egress capacity of the 2018 North Carolina Existing Building code indicates for a fully sprinklered building, Use Group E, means of egress shall be calculated in units of exit width of 22 inches, where 113 occupants are allowed for each unit of exit width of 22 inches for stairs and for door, corridors and ramps, 150 occupants are allowed for each unit width of 22 inches. Based on these #'s, Stairs #1, #4 and #5 can each accommodate 282 occupants (2.5 units of 22" x 113 occupants per unit) and Stairs #2 and #3 can accommodate 339 occupants (3 units of 22" x 113 occupants per unit). This means the 5 stair towers in the 1952 building with its 1956 classroom addition can accommodate 1524 occupants for stair egress per floor.

Egress from the 5 stair towers is a follows: Stair #5 egresses to grade by a pair of 3'-0" doors for 72" exit width. Stairs #1 and #4 exit through an egress access corridor to a pair of 3'-0" doors to the exterior for 72" exit width each. Stairs #2 and #3 exit through 2 pair of 3'-0" doors each for 144" exist width each. This provides 72" + 72" + 72" + 144" + 144" = 504" egress / 22" per unit = 22.75 units of egress x 150 persons per unit for doors, corridors and ramps = egress to accommodate 3,412 occupants. Egress from the mid



level to the courtyard is by 3 pair of 3'-0" doors for 72" egress per door / 22" per unit = 3.25 units per pair of doors x 3 pair = 9.75 units x 150 persons per unit = 1462 occupants that can egress at the main door.

Existing Auditorium seating plans dated indicate the seating was updated in July 2005. The plans indicate there are 1283 new auditorium seats and spaces for 14 wheelchairs for a total seating of 1297 on the main level of the auditorium. The auditorium currently has 2 exit point that go directly to the exterior on the plan right side, 2 exits that exit through the corridor created in the 1993 cafeteria addition the and 4 exit point that go to the large lobby. The 2 exits directly to the exterior are pairs of 3'-0" doors for 72" egress per door / 22" per unit = 3.25 units per pair of doors x 2 pair = 6.5 units x 150 persons per unit = 975 occupants. The occupant that exit through the large lobby can egress through Stairs #2 and #3. Stair #2 exits into the corridor created in the 1993 cafeteria addition. This 1993 cafeteria addition corridor exits directly to the exterior with 2 pair of 3'-0" doors that would accommodate 975 occupants. Stair #3 exits directly to the exterior. The 2 pair of doors directly to the exterior from Stair #3 are pairs of 3'-0" doors for 72" egress per door / 22" per unit = 3.25 units per pair of doors x 2 pair = 6.5 units x 150 persons per unit = 975 occupants that can egress through stairs #3 to the exterior. Egress from the Auditorium.

Existing Auditorium seating plans dated indicate the balcony seating was updated in July 2005. The plans indicate there are 603 new auditorium seats and spaces for 0 wheelchairs for a total seating of 603 on the balcony level of the auditorium.

In Summary of the 1952 building with its 1956 classroom addition, Sprinklering the building will be required. The existing corridors will not have to be rated. The 5 existing stair towers and their egress point to the exterior are compliant. The existing 2" concrete cap over the upper level ceiling joists will have to be repaired to return it to its intended separation integrity. Individual ADA compliant toilet rooms for both students and staff would have to be added to mitigate making the group toilets ADA compliant. The two group toilets that were turned into storage rooms would need to be returned to group toilets. In regard to Accessibility, a facility that is altered shall comply with the applicable provisions in Sections 806.1.1 through 806.1.13 of the 2018 NC Existing Buildings Code and chapter 11 of the IBC unless it is technically infeasible.

Per Section 806.1.1 Entrances, if the facility has an accessible entrance on an accessible route alterations to other entrances are not required to be accessible. The main entrance on the mid level of the 1952 building will serve as the accessible entrance.

Per Section 806.1.2 Elevators states that altered elements of existing elevators shall comply with ASME A17.1/CSA B44 and ICC A117.1. if no alterations are made to the elevator this is not a requirement. Per 806.1.9 Toilet rooms states that Where it is technically infeasible to alter existing toilet and bathing rooms to be accessible an accessible family or assist-use toilet or bathing room constructed in accordance with Section 1109.2.1 of the International Building Code is permitted. The family or assisted-use toilet or bathing room shall be located on the same floor and in the same area as the existing toilet or bathing rooms. At the inaccessible toilet and bathing rooms, directional signs indicating the location of the nearest family or assisted-use toilet room or bathing room shall be provided. These directional signs shall include the International Symbol of Accessibility and sign characters shall meet the visual character requirements in accordance with ICC A117.1

Per Section 806.1.10 Dressing, fitting and locker rooms. Where it is technically infeasible to provide accessible dressing, fitting or locker rooms, one accessible room on the same level shall be provided. Where separate sex facilities are provided, accessible rooms for each sex shall be provided. Separate sex facilities are not required where only unisex rooms are provided.

Per Section 806.1.12 Thresholds. The maximum height of thresholds at doorways shall be ¾". Such thresholds shall have beveled edges on each side.

Per Section 806.1.13 Extent of application. An alteration of an existing element, space or area of a facility shall not impose a requirement for greater accessibility than that which would be required for new construction. Alterations shall not reduce or have effect of reducing accessibility of a facility or portion of a facility.

Per Section 806.2 Alterations affecting an area containing a primary function Where an alteration affects the accessibility to a or contains an area of primary function, the route to the primary function shall be accessible. The accessible route to the primary function are shall include toilet facilities and drinking fountains serving the area of primary function.

Exceptions:

- 1. The cost of providing the accessible route are not required to exceed 20 percent of the cost of alterations affecting the are of primary function.
- 2. This provision does not apply to alterations limited soley to window, hardware, operation controls, electrical outlets and signs
- 3. This provision does not apply to alterations limited solely to mechanical systems, electrical systems, installation or alteration of fire prevention systems and abatement of hazardous materials.
- 4. This provision does not apply to alterations undertake for the primary purpose of increasing accessibility of a facility.

W. J. Bullock Gymnasium Existing Buildings Architectural Assessment – Constructed in 1956 Ground Floor

- The building is a concrete structure with concrete columns and concrete pan floor system
- Starting in plan upper left corner is a Boys dressing room. Floors are concrete, walls are painted CMU, Ceiling is plaster.
- Below the dressing room is a locker/basket room. Floors are concrete, walls are painted CMU, Ceiling is plaster.
- To the right of locker/basket room is a towel room. Room SF is 85, floors are concrete, walls are painted CMU, Ceiling is paster.
- To the right of Boys Dressing is a Drying Room, Room SF with Showers is 700 sf, floors are ceramic tile, walls are ceramic tile and ceiling is plaster.
- To the right of the Drying Room is Boys Showers, Room SF with drying room is 700 sf, floors are ceramic tile, walls are ceramic tile and ceiling is plaster.
- To the right of Boys Shower are Varsity Football Showers, Room SF with drying room is 519 sf, floors are ceramic tile, walls are ceramic tile and ceiling is plaster.
- To the right of Varsity Football Showers, is a Drying Room. Room SF with showers is 519 SF, floors are ceramic tile, walls are ceramic tile and ceiling is plaster.
- Below the Varsity football showers and drying area is a Towel room. Room SF is 163, floors are concrete, walls are painted CMU and ceiling is plaster.
- Below the Varsity Football towel room is currently an equipment storage room. Room SF is 345, floors are concrete, walls are painted CMU and there is no ceiling (open to structure).



- To plan right is the Varsity Football locker room. Room SF is 2153, floors are concrete, walls are painted CMU and ceiling is plaster.
- Below the locker rooms and shower is a long storage room adjacent to a corridor that runs plan east/west. Room SF is 488, floors are concrete, walls are painted CMU and ceiling is plaster.
- To plan right of this storage room are the Varsity Football toilet room. Room has 4 urinals, 2 water closets and 3 lavatories. This toilet room is not ADA Compliant.
- To the right of this toilet room is a storage room. Room SF is 151, floors are concrete, walls are painted CMU and ceiling is plaster.
- To the right of this toilet room is a room marked as "Training". Room SF is 296, floors are concrete, walls are painted CMU and ceiling is plaster.
- Below these spaces are a corridor that runs the length of the building east/west and connects to a vertical corridor on the plan west end and a vertical corridor at the east end that runs the depth of the building. This corridor runs form exterior wall on plan north side to exterior wall on plan south side, exiting at both ends. All three corridors have VAT (vinyl Asbestos tile) floor, Painted CMU walls and Plaster ceilings.
- To plan west of the short vertical corridor is a boy's instructional space. this space is 320 SF. Floor is VAT, walls are painted CMU and Ceiling is plaster. To plan north of this instructional space is toilet/shower space that is not ADA compliant. Floor is ceramic, walls are ceramic tile and Ceiling is plaster.
- Plan south of the boy's instructional space is an enclosed stair that accesses the mid-level of the Gymnasium. The floor of this stair is VAT (vinyl Asbestos tile) and the walls are Painted CMU.
- To the south of this stair is exit access to egress doors. Floor is VAT (vinyl Asbestos tile), walls are painted CMU and Ceiling is plaster.
- To plan south of this exit access to egress doors is a girl's instructional space. this space is 306 SF. Floor is ceramic tile, walls are painted CMU and Ceiling is plaster. To plan south of this instructional space is toilet/shower space that is not ADA compliant. Floor is ceramic tile, walls are ceramic and Ceiling is plaster.
- To plan east of the Girls Instructional space is a fan room. This space is 480 SF. Floor is concrete, walls are painted CMU
- To plan south of this storage room is the boiler room and laundry. Boiler room is 810 SF, fan and Laundry room is 377 SF. These spaces have Concrete floors, Painted CMU walls.
- To the plan east of aforementioned storage room is another storage room. This space is 163 SF. Floor is concrete, walls are painted CMU and Ceiling is plaster.
- To plan south of this storage room is a custodial office. This space is 241 SF. Floor is concrete, walls are painted CMU and Ceiling is plaster.
- To plan south of this basket/towel room is the girls dressing room toilet. Room has 3 water closets and 3 lavatories. This toilet room is NOT ADA compliant.
- To plan east of the baskets/towel room and girls toilet room is the Girls Dressing room. . This space is 722 SF. Floor is concrete, walls are painted CMU and Ceiling is plaster.
- To right of this Girls Dressing room are 2 shower rooms, one for the Girls dressing room and one for the Girls team room. Each of these shower rooms has a hall running down the middle with 6 showers on either side. Each shower has one floor drain located between 2 shower which would not be compliant under the current code.
- To plan east of these 2 shower rooms is:
- A storage room that is 321 SF. The floor is concrete, walls are CMU.
- To plan south of the storage room is a Girls Toilet room that has 3 water closets and 3 lavatories.
 This toilet room is NOT ADA compliant.

- To plan east of this toilet room is an instructor office. This space is 172 SF. Floor is concrete, walls are painted CMU and Ceiling is plaster.
- To plan south of this toilet room and towel/uniform room is the Girls team room. This space is 500 SF. Floor is concrete, walls are painted CMU and Ceiling is plaster.
- To plan east of the vertical corridor at the east end that runs the depth of the building are enclosed stairs that lead to the mid-level of the gymnasium and an unexcavated area that is under the main lobby on the mid-level.

W. J. Bullock Gymnasium Existing Buildings Architectural Assessment – Constructed in 1956 Main Floor

- Entry to the building is from plan east by a covered porch that the 1956 plans indicate is 10' wide x 55' long. This porch is accessed by a set of exterior steps that are the width of this porch.

 This front entry is not ADA Compliant.
- Plan west of this covered porch is the Lobby. 1956 plans indicate the lobby is 42' x 27. The lobby walls are CMU and ceiling is plaster.
- Plan north of the lobby, upper right corner is a 25' x 25' space that is currently used as a coach's office.
- To plan west of this office are stairs that provide access to the gym upper level and stair to the gym lower level.
- Plan south of the lobby, lower right is a Ticket booth that is approx. 13' wide x 8' deep.
- Plan south of the ticket booth are 2 offices, one is 16' x 13' and one is 10' x 21' per the 1956 plans.
- To plan west of these offices are stairs that provide access to the gym upper level and stair to the gym lower level.
- Note that the gymnasium does not have an elevator to provide ADA access to the lower level or upper level. The lack of an elevator is a non-compliance issue under the current code.
- Plan west of the Lobby is the main Gymnasium floor. 1956 plans indicate the main floor is 96'-8" wide x 136'-0" long. The Gymnasium floor is wood. Both sides of the gymnasium main floor have retractable bleachers
- Plan north of the main gymnasium floor is an area that was originally a concessions area with 2 storage rooms to plan east and men's and women's toilets and a janitor closet to the west.

 The men's toilet has 2 water closets, 3 urinals and 2 lavatories. This toilet room is NOT ADA compliant.
- Plan west of the men's toilet room is a janitor closet.
- Plan west of the janitor closet is the women's toilet room. Room has 4 water closets and 2 lavatories. This toilet room is NOT ADA compliant.
- Plan West of the women's toilet room is a Storage room.
- Plan South of this storage room is an open stair providing access to the balcony or upper level retractable bleacher seating. Balcony bleachers to plan north side of the court are wood.
- Plan south of the main gymnasium floor is an area that was originally a concessions area with 2 storage rooms to plan east. Originally, there were men's and women's toilets and a janitor closet to the west. The men's toilet and the women's toilet fixtures have been removed and the space is currently used for storage. Note that the toilet count will need to be recalculated based on the current code and the seat count in the bleacher.
- Plan west, there is an enclosed stair providing access to the gymnasium lower level and a storage room to the south of the enclosed stair.
- Check doors on east and west ends. If glass, needs to be verified for tempered. If wire glass, needs to be replaced.



W. J. Bullock Gymnasium Existing Buildings Architectural Assessment – Constructed in 1956 Upper Floor

- Access to the upper gym level is from stairs on the plan north and south ends of the main level lobby.
- These stairs provide access to the balcony bleacher seating on the north and south side of the gym. The bleachers on plan north side are wood retractable seating. The bleachers on the plan south side balcony have been removed.
- Access to the spaces located above the main level lobby is by 4 risers located adjacent to the stairs on the north and south sides of the gym.
- Rooms at this level include:
- A Classroom in the plan upper right corner. Walls are painted CMU.
- A closet is located between the north stair and the entry door to the north classroom.
- A group toilet is located to the south of the north classroom. This toilet room is NOT ADA
 accessible.
- A group toilet is located to the south of the north toilet room. This toilet room is NOT ADA
 accessible.
- A Room is located between these 2 group toilet rooms. Walls are painted CMU.
- A Classroom is located in the plan lower right corner. R
- A closet is located between the south stair and the entry door to the south classroom.
- Neither the balcony level bleachers on the plan north side nor the classrooms and toilets on plan
 east end of the building are assessible as there is no elevator in the existing building. This is
 not in compliance with the current code.

The renovations to the W. J. Bullock Gymnasium Existing Building will be made using the 2018 North Carolina Existing Building Code based on Chapter 9 – Alterations – Level 3, utilizing Chapters 3 – 9. Chapters 10 - 14 are not applicable for this project.

Based on the 2018 North Carolina Existing Building code, Section 804 – Fire protection, Section 804.2.2.1 stipulates that work areas that increase the fire area or Calculated occupant load above the limits listed in 903.2.1 through 903.2.10 of the 2018 North Carolina Building Code shall meet the requirements of these sections. Per Section 903.2.1.1 Group A – An automatic sprinkler system shall be provided for Group A occupancies as follows: 1. Where Fire Areas exceed 12,000 SF and 2. Where Fire Area has an occupant load of 300 or more. The existing building plans for the W. J. Bullock Gymnasium indicate that the Ground Floor plan is 19,028 SF. The main floor plan is 23,543 SF and the Second Floor and Balcony is 8,854 SF. Therefore, based on the codes referenced above, the W. J. Bullock Gymnasium will be required to be fully sprinklered to comply with a Level 3 Alteration per the 2018 North Carolina Existing Building code.

Regarding egress, from the lower level, there is a 4'-0" wide stair on the plan west end of the building. This stair is 48" wide / 22" per unit = 2 units x 113 occupants per units = 226 occupants can egress this stair. On the plan east end of the building the corridor terminates with a pair of 3'-0" door at each end. 72" / 22" per unit = 3.25 units x 150 occupants per unit = 487 occupants can egress at each pair of door. The total occupant load that can egress this lower level is 226 = 487 + 487 = 1200 Occupants.

Regarding egress for the mid-level, from the plan west end of the building there are 8 3'-8" wide doors, each allows egress of 2 units x 150 = 300 occupants x 8 = 2400 occupants. However, the controlling factor at this end are the stairs to grade on either side. These stairs are 16'-6" wide / 22" per unit = 9 units at 113 occupants = 1017 occupants can egress from each stair x 2 = 2034 occupants could egress from the west end of the building. From plan east end of the building there are 5 pair of 3'-0" doors leading to

the exterior. Each pair provides 3.25 units x 5 = 16.25 units x 150 = 2437 occupants could egress through

these doors. These doors are the controlling factor at this end of the building as the front steps are 54'-6'' wide / 22'' per unit = 29.5 units x 113 = 3359 occupants. The existing building plans indicate there is seating on the mid level for 1892 occupants and seating for 1068 in the balcony for a total of 2960 occupants / 2 = 1480 occupants to egress to plan west which can accommodated 2034 occupants is compliant and 1480 occupants to plan east which can accommodate 2437 occupants is compliant.

The second floor / balcony level has 2 classrooms located above the first floor lobby as well as 2 toilet rooms. The classrooms would be calculated at an occupancy of 49 since they only have one door to the room. This is a total of 98 occupants. The total # of occupants on this level = 98 + 1068 from the bleachers = 1166 occupants. Egress from this level is served by 28'-0'' wide stairs on the side of the bleachers. 8'-0'' / 22'' per unit = 4.25 units x 113 = 480 occupants per side and 29'-8'' wide stairs that exit into the lobby. 9'-8'' / 22'' per unit = 5.25 units x 113 = 593 occupants per side. Therefore, egress stairs are sized to allow 480 + 480 + 593 + 593 = 2148 occupants while the occupant load is 1166. This is a code compliant condition.

The building does not have an elevator. While this is not a existing building code requirement, this may be a consideration when establishing what will be done to provide compliance with ADA. The ADA/Existing Building code requires up to 20% of the budget be spent to provide accessibility compliance. Currently, the front entrance of the building is not accessible as there are steps across the full width of the entrance. This would require consideration be given to adding a ramp system to provide access to the building.

The 2018 North Carolina Existing Building Code does not address toilet counts, but the mid level originally had a set of mens and womens toilets on both sides of the gymnasium. Neither side was ADA Compliant. The Men's and Women's toilets on the plan South side have had the fixtures removed. The fixtures need to be reinstalled. The size of these toilet rooms does not readily allow compliance with ADA for toilet requirements. To comply with ADA an individual unisex toilet should be added on the plan north and south sides of the building.

Music and Vocational Buildings Architectural Assessment - Constructed in 1966.

- Regarding the Music building portion of this building, this structure is 75'-0" deep x 120' long for a gross SF of 9,000 SF. The building has brick and CMU exterior walls and interior wall are 8" CMU. Roof is a sloped roof with shingles
- Entry to the Music Building is by a pair of 3'-2" doors.
- To the plan left of the entry door is an individual staff toilet with a water closet and a corner sink.

 This toilet room is small and is NOT ADA compliant.
- The entry vestibule has a terrazzo floor, painted CMU walls
- The lobby between band and music has a terrazzo floor, painted CMU walls
- To plan right is a boy's toilet room with 2 water closets, 2 urinals and 2 lavatories. This Toilet room is NOT ADA compliant.
- To plan right of the lobby is the band room. This room is 45'-6" wide x 73' long for a SF of 3,321.5. The band room has a tiered floor with 6 levels above the entry level. Each level is 6" higher than the adjacent level. Access to the platforms is by steps at the ends of the platforms. Note that none of the elevated platforms are assessible by wheelchair, but access to the platforms is not required. Only access to the space and room for the wheelchair to turnaround is required.
- To plan left of the band space are and instrument storage room that is 381 SF. Walls are painted CMU and Ceilings are APC.
- To plan north of instrument storage is an area for cleaning instruments with a closet to the right.



- SF of both spaces is 57 SF. Floors are carpet, walls are painted cmu and Ceilings are APC.
- To plan north of the two spaces is a file room/office that is 142 sf. Walls are painted CMU and ceiling is APC.
- To plan north of this file room is an office that is 212 SF. Floors are carpet, walls are CMU and Glass, ceiling is APC.
- A 5'-8" wide corridor runs from the lobby to the exterior of the building and there are a pair of doors
 at the end of the corridor providing egress.
- To plan right of this corridor is the instrument storage room, 4 practice rooms and a hall that leads to the office. The door from this hall to the corridor does not have 18" space on the pull side of the door and is not compliant with ADA.
- The door hardware on the rooms located on both sides of this corridor have doorknobs and are not ADA compliant as levers are required.
- To plan left of this corridor is a storage room that is 258 sf. The walls are painted CMU and Ceiling is APC.
- To plan north of the storage room above is another storage room that is 133 sf. The walls are painted CMU and ceiling is APC.
- To plan north of the 2nd storage room is a practice room that is 262 sf. Walls are painted cmu and ceiings are APC.
- To the left of the lobby is the girl's toilet room. Room has 3 water closets and 2 lavatories. This toilet room is not ADA compliant.
- To plan left of the girl's toilet is an office that is 123 SF. Walls are painted cmu and glass, ceiling is APC.
- To plan left of this office is a storage room that is 136 sf. Walls are painted cmu and glass, ceiling is APC.
- To plan left of this storage room is another storage room that is 58 sf. Walls are painted cmu and glass, ceiling is APC.
- To plan north of these storage rooms is a storage room that is 99 SF. Walls are painted cmu and glass, ceiling is APC.
- To plan north is the Choral room. This room is 27'-0" wide x 50' long for a SF of 1,350. The choral room has a tiered floor with 5 levels above the entry level. Each level is 6" higher than the adjacent level. Access to the platforms is by steps at the ends of the platforms. Note that none of the elevated platforms are assessible by wheelchair, but access to the platforms is not required. Only access to the space and room for the wheelchair to turnaround is required. Floors are carpet, walls are painted CMU and ceiling is APC.

Regarding the Vocational building portion of this building, this structure is 34,343 SF per the 2008 renovation construction documents. The building has brick and CMU exterior walls and interior wall are 8" CMU.

- Access to vocational classroom space is by entry doors at grade on the plan left corner of the building. This corridor is 11'-4" wide at the entry doors.
- Classroom (500 per plan) is located plan left. This classroom is 836 sf. Room has 2 windows, floors are VCT, walls are painted CMU and Ceiling is 2' x2' APC.
- Plan north of Classroom (500 per plan) are 2 offices and a storage room.
- Plan north of these 2 offices and storage room are Classroom (504 per plan) and is 836 SF. Room
 has 2 windows, walls are painted CMU and Ceiling is 2' x2' APC.
- Plan east of Classroom 500 is classroom (509). This classroom is 741 SF. Room has 2 windows, walls are painted CMU and Ceiling is 2' x2' APC.
- Plan east of classroom 504 is a 206 sf storage room (505 per plan). Floor is concrete, walls are painted CMU and ceiling is 2 x 2 APC.

- Plan east of Storage room 505 is Men's toilet room (506 per plan). This toilet room as 2 water closets, 2 urinals and 2 lavatories and appears to be ADA compliant.
- Plan east of Men's toilet room (506 per plan) is Women's toilet room (507 per plan). This toilet room as 4 water closets and 2 lavatories and appears to be ADA compliant.
- Corridor in front of the Storage room and Men's and Women's toilet rooms is 13'-6" wide.
- Plan east of the Women's toilet room (507 per plan) is Break Room (511 per plan). Room is 262 SF. walls are painted cmu and ceiling is 2 x 2 APC.
- Plan east of Break Room (511 per plan) is Workroom 109. Room is 204 SF. Walls are painted CMU and ceiling is 2 x 2 APC.
- Plan north of Workroom 109 is Art A111. Room is 2264 SF. Walls are painted CMU and ceiling is 2 x 2 APC.
- Plan east of Workroom 109 is Office (526 per plan). Room is 212 SF. Walls are painted CMU and ceiling is 2 x 2 APC.
- Plan east of Office (526 per plan) is Storage (527 per plan). Room is 264 SF. Walls are painted CMU and ceiling is APC.
- Plan north of Office (526 per plan) and Storage (527 per plan) Dance A113. Room is 2,416 SF. Floor is a wood floor, walls are painted CMU and ceiling is 2 x 2 APC.
- Plan east of Storage (527 per plan) is a data closet. Room is 76 SF.
- Plan east of the data closet is Storage (530 per plan). Room is 264 SF. Walls are painted CMU and ceiling is 2 x 2 APC.
- Plan east of Storage (530 per plan) is Office (531 per plan). Room is 204 SF. Walls are painted CMU and ceiling is 2 x 2 APC.
- Plan north of Storage (530 per plan) and Office (531 per plan) is Workshop (Wood Shop) A115. Room is 2,128 SF. Floors are concrete, walls are painted CMU
- Plan east of Office (531 per plan) is Office (535 per plan). Room is 204 SF. Walls are painted CMU and ceiling is 2 x 2 APC.
- Plan north of Office (535 per plan) is A117 Culinary Arts. Room is 1088 SF. Walls are painted CMU and Ceiling is 2 x 2 APC.
- Plan east of Office (535 per plan) is Storage (536 per plan). Room is 264 SF. Walls are painted CMU and Ceiling is 2 x 2 APC.
- Plan north of Storage (536 per plan) is a Culinary Arts Commercial Kitchen. Room is approx. 648 SF. Walls are painted CMU and ceiling is 2 x 2 APC.
- Plan north of the Culinary Arts Commercial Kitchen is women's toilet room (554 per plans). Room has 4 water closets and 2 lavatories. Floors are ceramic tile. Walls are ceramic tile. Ceiling is 2 x 2 APC. Room appears to be ADA Compliant.
- Plan north of women's toilet room (554 per plans) is Men's toilet room (555 Per plans). Room has 2 water closets, 2 urinals and 2 lavatories. Floors are ceramic tile. Walls are ceramic tile. Ceiling is 2 x 2 APC. Room appears to be ADA Compliant.
- Plan east of Classroom (509 per plan) is E/C Classroom (516 per plans). Room is 830 SF. Flooring
 is VCT, walls are painted CMU and ceiling is 2 x 2 APC.
- Inside this E/C Classroom is Cooking (517 per plans) a janitor closet and Toilet (510 per plans).
- The toilet is ADA compliant and includes a shower that appears to be ADA Compliant.
- Plan east of E/C Classroom (516 per plans) is E/C Classroom (520 per plans). Room is 1024 SF. Flooring is VCT, walls are painted CMU and ceiling is 2 x 2 APC.
- Plan east of E/C Classroom (520 per plans) is Toilet (521 per plans). The toilet is ADA compliant and includes a shower that appears to be ADA Compliant.
- Plan east of E/C Classroom (520 per plans) is Cook (523 per plans). This Kitchen has VCT floors, painted CMU walls and 2 x 2 APC ceilings. The Kitchen layout appears to be ADA Compliant. This Cooking room also serves E/C Classroom (524 per plans).



- Plan east of Toilet (521 per plans) is Toilet (522 per plans). Toilet (522 per plans) opens into E/C
 Classroom (524 per plans). Toilet (522 per plans) is ADA compliant and includes a shower that appears to be ADA Compliant.
- E/C Classroom (524 per plans) Room is 1150 SF, Flooring is VCT, walls are painted CMU and ceiling is 2 x 2 APC.
- Plan east of E/C Classroom (524 per plans) is Classroom (532 per plans). Floor is VCT, Walls are painted CMU and ceiling is 2 x 2 APC.
- Plan east of is Classroom (532 per plans) is Classroom (533 per plans). Floor is VCT, Walls are painted CMU and ceiling is 2 x 2 APC.
- Plan east of Classroom (533 per plans) are Janitor (539 per plans).
- Plan south of Janitor (539 per plans) are Individual toilet rooms (540 and 541 per plans). Both of these individual toilet rooms are ADA Compliant. Plan south of Individual toilet rooms (540 and 541 per plans) is a 6'-0" wide access to these toilet rooms.
- Plan south of this 6'-0" wide access is Office (540 per plans). Room is 133 SF. Walls are painted CMU and Ceiling is 2 x 2 APC.
- Corridor (510 per plans) is located to the plan north of Janitor (539 per plans). Corridor has VCT floors, Painted CMU walls and ceiling is 2 x 2 APC. Corridor is 11'-0" wide per 2008 construction documents.
- Corridor plan east of Office (540 per plans) is 11'-4" wide, has VCT floors, painted CMU walls and 2 x 2 APC ceilings.
- Plan east of this corridor is JROTC Classroom (543 per plans). Room is approx. 1171 sf. Floors are VCT, walls are painted CMU and ceilings are 2 x 2 APC.
- Plan north of JROTC Classroom (543 per plans) is Storage (544 per plans). Room is approx. 272 SF. Floors are VCT, walls are Plastic Lam. Panels per 2008 construction documents and ceiling is 2 x 2 APC.
- Plan east of storage (544 per plans) is an storage space that is approx. 135 SF. Flooring is VCT, walls are CMU and ceiling is 2 x 2 APC.
- Plan north of Storage (544 per plans) is JROTC office (548 per plans). Room is approx. 390 SF. walls are painted CMU and Ceiling is 2 x 2 APC.
- Plan north of JROTC (548 per plans) is Storage (549 per plans). Room is approx. 130 SF. Floors are VCT, walls are painted CMU and Ceiling is 2 x 2 APC.
- Plan east of Storage (549 per plans) is Resource (547 per plans). Room is approx. 135 SF. Floors are VCT, walls are painted CMU and Ceiling is 2 x 2 APC.
- Plan east of Resource (547 per plans) is Storage (546 per plans). Room is approx. 134 SF. Floors
 are VCT, walls are painted CMU and Ceiling is 2 x 2 APC.
- Plan north of Storage (546 per plans) is Dressing/Storage (550 per plans). Room is 510 SF. Walls are painted CMU. Ceilings are 2 x 2 APC.
- Plan north of Dressing/Storage (550 per plans) is Shooting Range (551 per plans). Room is 1488 SF. Walls are painted CMU. Ceilings are 2 x 2 APC.
- Plan north of Shooting Range (551 per plans) is Storage (552 per plans) Room is 227 SF. Floors are VCT. Walls are Plastic laminate panels per 2008 construction documents. Ceilings are 2 x 2 APC.
- Plan north of storage is Storage. Room is 141 SF. Floors are VCT. Walls are painted CMU. Ceilings are 2 x 2 APC.
- Plan north of Storage is Office. Room is 155 SF. Floors are VCT. Walls are painted CMU. Ceilings are 2 x 2 APC.
- Plan West of office is Black Box Theater. Room is 2528 SF. Floors are VCT. Walls are painted CMU. Ceilings are 2 x 2 APC.
- The renovations to the 1966 Music and Vocational Building will be made using the 2018 North

Carolina Existing Building Code based on Chapter 9 – Alterations – Level 3 utilizing Chapters 3 – 9. Chapters 10 - 14 are not applicable for this project.

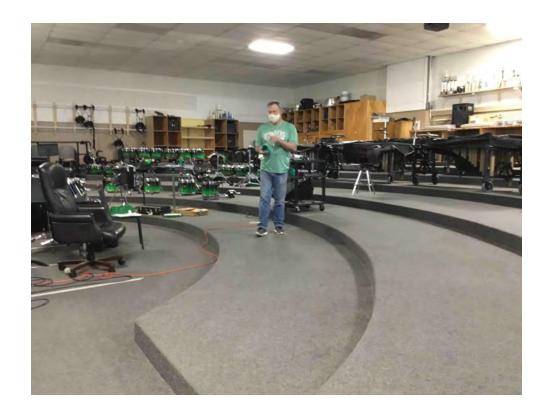
Based on the 2018 North Carolina Existing Building code, Section 804 – Fire protection, Section 804.2.2.1 stipulates that work areas that increase the fire area or Calculated occupant load above the limits listed in 903.2.1 through 903.2.10 of the 2018 North Carolina Building Code shall meet the requirements of these sections. Per Section 903.2.3 Group E – An automatic sprinkler system shall be provided for Group E occupancies as follows: Throughout all Group E fire areas greater than 12,000 sf of Area. Per area calculations, the First floor square footage of Group E Music Room portion of the building is 8,762 Square Foot and the Group E Vocational portion of the building is 34,343 SF for a total building square footage of 43,105 SF per the 2008 construction documents. Therefore, based on the codes referenced above, the 1966 Music and Vocational building will be required to be fully sprinklered to comply with a Level 3 Alteration per the 2018 North Carolina Existing Building code.

Egress from the music building portion of the build is by a pair of 3'-2" doors. 76" / 22" per unit = 3.5 units x 150 / unit = 525 occupants can egress front doors. The rear corridor as well as the band and choral rooms each have a pair of 2'-6" doors to the exterior. 60" / 22" per unit =2.5 units x 150 / unit = 375 occupant per pair of doors x 3 sets of doors = 1,125 occupants. Existing doors in the building provide egress for 1650 occupants. Gross square footage for the building of 8,762 / 20 sf = a maximum occupant load of 438 occupants. Egress is code compliant.

Toilets in the music building are not ADA compliant. ADA compliance can be achieved by adding a individual unisex toilet room.

The Risers in the band and choral rooms are not required to provide wheelchair access to the elevated level. Wheelchair space is available at the base of the risers. This is a ADA compliant condition.



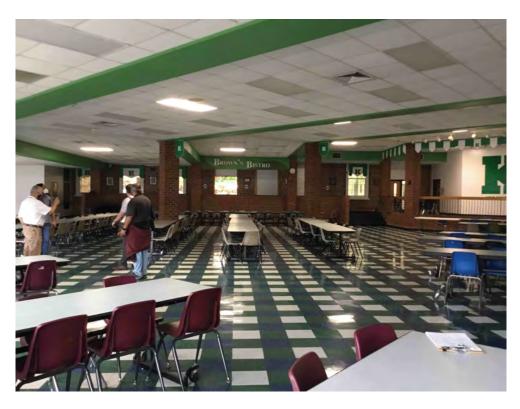
















DISCOVER: EXISTING CONDITIONS ELECTRICAL

EXISTING CONDITIONS - ELECTRICAL

Building 1952 - Original building

The existing electrical service to the building is currently provided by Duke Energy and feeds a Main Distribution Panel (MDP 480Y / 277V - 1600A) located in the Main Electrical room in the basement of the building. This MDP via a 300kVA transformer supplies a Federal Electric switchboard, Photo 1 (original installed 1952) which supplies various sub-panels and circuits in the original building, some of the adjacent buildings / connectors as well as the Auditorium. The original switchboard and some old switchgear are in poor condition and should be removed, with the existing panel boards and sub-panels re-fed and replaced.

In the sub-basement Boiler room is an electrical service disconnect, feeding the Motor Control Center (MCA), as well as a transformer (DTS), disconnect (LD) and sub-panel (LB) feeding local circuits. During our site walk, there was a lot of water in the basement, appearing to come in from the mechanical piping at the previous existing windows, Photo 2. This needs to be repaired

The existing incoming service appears sufficient for the existing load requirements. A review of the previous utility statements should be undertaken to evaluate the load demand of the electrical service for the building.

The existing building lighting consists of many different types of fixtures, we would recommend replacing with a more energy efficient LED type fixtures, where needed. In the basement area of the building, there appeared to be no exit lighting out of the building, including limited emergency lighting.

There is an existing fire alarm system within the basement, although some aspects need to be evaluated to check devices are working correctly, Photos 3 and 4.

Music Building

The existing electrical service to the building is currently provided by a pad mounted transformer (Duke Energy Photo 7) and feeds an existing switchboard section (rated at 2000A), via a termination box / busbar connection (Photo 5). The switch board is located in the Boiler room (Photo 6). The termination box is in poor condition and should be removed and a new service provided from the pad mount transformer to a new switchboard section.

The switchboard section (208Y / 120V - 2000A) supplies various sub-panels and circuits in the building and are generally in poor condition and should be replaced. It would be difficult to get spare parts for some of this equipment, and most of the electrical distribution is beyond life expectancy.

Many of the existing sub-panels in the Lab rooms / corridors are outdated, and should be considered to be replaced, in the Arts / Music buildings. The existing service appears sufficient for the existing load requirements. A review of the previous utility statements should be undertaken to evaluate the load demand of the electrical service for the building.

The existing building lighting appeared to be in good condition, we would recommend replacing with a more energy efficient LED type fixtures, only where needed.

Gym "Bullock" Building - 1958

The existing electrical overhead service to the building, runs at the back of the building (Photo 8), to an existing MDP (rated at 800A), which supplies various sub-panels (Panel V) and circuits in the building and are generally in poor condition and should be replaced (Photo 9)

Many of the existing sub-panels in the Gym / corridors are outdated, and should be considered to be replaced, in the building (Photo 10 and 11). The existing service appears sufficient for the existing load requirements. A review of the previous utility statements should be undertaken to evaluate the load demand of the electrical service for the building.

The existing building lighting appeared to be working, however, we would recommend replacing with a more energy efficient LED type fixtures in the Gym and adjacent spaces / offices.

Recommendations

Recommendations, Exterior Campus

- 1. Review the Site lighting throughout the campus and develop a report with the overall master plan for a new lighting approach, especially with regards to the safety of the students.
- 2. Review the CCTV coverage across the campus and develop a report with the overall master plan for a new lighting approach, especially with regards to the safety of the students.

Recommendations, Building 1952

- 1. Upgrade electrical distribution equipment, including original switchboard, panelboards, conductors and sub-panels. In addition, power circuits to original equipment.
- 2. Upgrade the exit signage (LED type) and emergency lighting in the basement areas.
- 3. Upgrade fire alarm wiring / devices where necessary.
- 4. Upgrade light fixtures to LED types, where needed.
- 5. Undertake a Coordination Study / Arc Flash Study for all new and existing electrical equipment to remain.
- 6. Update any necessary electrical upgrades associated with the CCTV report and associated technology.

Recommendations, Music Building

- 1. Upgrade existing service conductors, directly to a new switchboard and replace panelboards, conductors and sub-panels in the Arts / Music building.
- 2. Upgrade the exit signage (LED type) and emergency lighting in the Boiler room.
- 3. Upgrade light fixtures to LED types, where needed.
- 4. Undertake a Coordination Study / Arc Flash Study for all new and existing electrical equipment to remain.
- 5. Update any necessary electrical upgrades associated with the CCTV report and associated technology.

Recommendations, Gym "Bullock" Building

- 1. Upgrade electrical distribution equipment, including original panelboards, conductors and subpanels throughout the Gym and corridors.
- 2. Upgrade the exit signage and emergency lighting in the basement areas.
- 3. Upgrade fire alarm wiring / devices where necessary.
- 4. Upgrade light fixtures to LED types in the Gym and adjacent spaces / offices.
- 5. Undertake a Coordination Study / Arc Flash Study for all new and existing electrical equipment to remain.
- Update any necessary electrical upgrades associated with the CCTV report and associated technology.

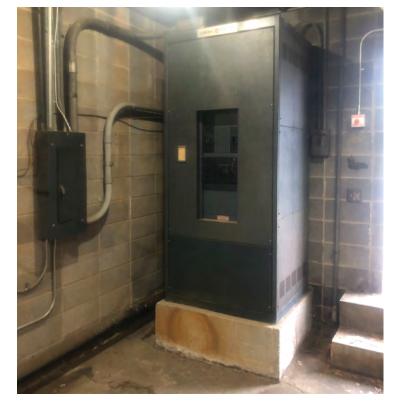
Recommendations, Central Campus "K" square

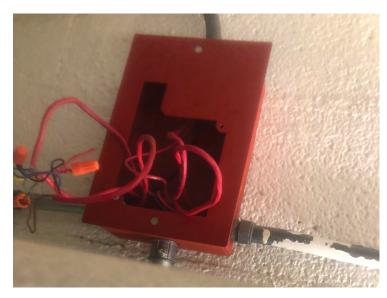
- 1. Upgrade site lighting, to illuminate proposed pathways, signage etc.
- 2. Upgrade Security camera locations to provide better visibility for the security team, as well as safety for the students.



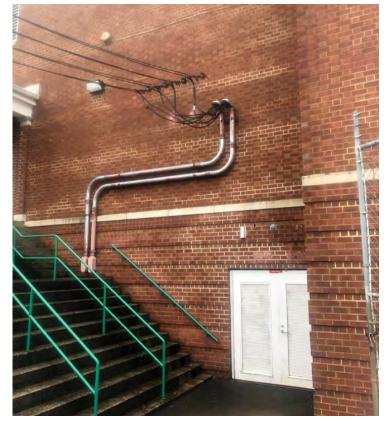
EXISTING CONDITIONS - ELECTRICAL

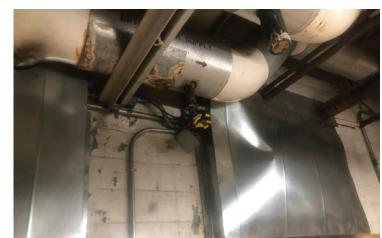




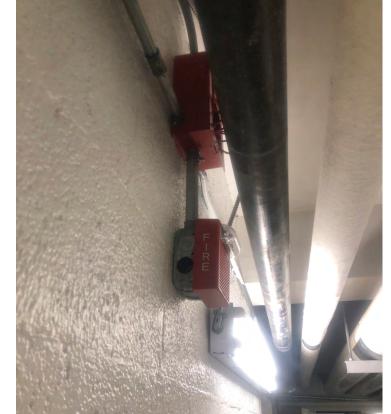
























DISCOVER: EXISTING CONDITIONS HVAC

EXISTING CONDITIONS - HEATING, VENTILATION AND AIR CONDITIONING

1952 Building - Original Building

The 1950's building is a three-story building with classrooms, gang toilets, cafeteria, and auditorium. The classrooms are conditioned by overhead, horizontal, two-pipe fan coil units. Presently there is no direct method of introducing fresh air into the facility via the mechanical system. The building's heating and cooling plant consist of a cast iron Weil-McLain gas fired boiler (6,400 MBH capacity) for heating water and two Trane air cooled chillers (141 nominal tons each) for chilled water. The facility is presently served by a two-pipe hot/chiller water changeover system which requires facilities personnel to manually change the hydronic distribution system from heating to cooling and vice-versa depending on the season. This method of control results in less than desirable comfort conditioning especially during spring / fall with heating required at night / early morning and cooling later in the day. The existing pumps for the 2-pipe hydronic system and boiler are located in the basement level; a significant quantity of water from the previous day's rain was observed throughout the basement level.

Our preliminary recommendations are:

- (a) Provide dedicated outdoor air units (likely 2 per floor) with energy recovery wheel to provide required mechanical ventilation to the individual occupied spaces after tempering / dehumidifying the fresh air.
- (b) Relace the present hydronic heating and cooling system with a water source heat pump system configured with individual units for each classroom and / or thermal zone. A new cooling tower or fluid cooler would be positioned where the air cooled chillers are currently located; the fluid cooler would be coupled with a heat exchanger located in the present basement along with a new gas fired condensing boiler and pumping system. This type system allows simultaneous heating/ cooling

in the thermal zones year round and will improve operational efficiency as the individual heat pumps either reject heat or absorb heat to/from the closed loop piping system which allows heat to be transported to areas where heating is required from units operating in cooling mode. The boiler and heat rejection devices (cooling tower / fluid cooler) work in sequence to maintain the closed loop within a predetermined temperature range.

- (c) Provide a new BMS to control the facility operation (HVAC, Lighting etc.) and configure to allow expansion to the entire campus
- (d) Provide new condensing water heaters for domestic hot water and remove present water heaters. The domestic piping system will be evaluated for condition / materials to determine and revisions that may be necessary.
- (e) Additional modifications/additions to the mechanical systems will be based on Architectural / usage revisions

Music Building

The band room is conditioned by a direct expansion split system with a steam coil in an overhead, constant volume, air handling unit and remote condensing unit (15 nominal cooling tons). There is a Trane wall mounted temperature sensor with manual dial. It is likely the existing steam piping system is in poor condition considering its age and replacement as described in the recommendations should be anticipated.

Our preliminary recommendations are:

- (a) Remove the present steam boiler, piping and present fan/coil units serving the balance of the building. Provide a new gas fired hot water condensing boiler and hydronic heating/pumping system. Replace the fan/coils that were removed with new fan coils units with direct expansion cooling and hot water heating coils. Provide roof mounted dedicated outdoor air unit(s) with energy recovery wheel to provide required mechanical ventilation to the individual occupied spaces after tempering / dehumidifying the fresh air.
- (b) An alternative approach to recommendation (a) would be to provide roof mounted single zone variable air volume units with gas heat to replace each fan coil and configured for an economizer cycle to replace the present fan/coil units. This would likely result in a new air distribution system and possible structural remediation depending on the present roof structure.
- (c) Band Chorus -Provide a new Variable air volume rooftop unit (offset plan south of the hip roof area) coupled with VAV terminal units equipped with hot water heating coils (Recommendation A) or provide a new rooftop unit as described in alternative recommendation b.
- (d) Extend connectivity from new BMS to also serve this building operation (HVAC, Lighting etc.)
- (e) Additional modifications/additions to the mechanical systems will be based on Architectural / usage revisions

Bullock Gym

The Bullock building was a multi-story building that includes a basketball gymnasium, locker rooms with showers, laundry room, offices, and classrooms. Many areas in the building are conditioned by various means such as Ductless split systems, residential system window AC units, and radiators. Packaged rooftop units were observed for the basketball gymnasium.

Our preliminary recommendations are:

- (a) Remove the present steam boiler, piping and devices served by present steam system. Provide a new gas fired hot water condensing boiler and hydronic heating/pumping system to serve new hot water unit heaters in the gym, the new hydronic system may be configured to provide heat in other areas of the building Provide roof mounted dedicated outdoor air unit(s) with energy recovery wheel to provide required mechanical ventilation to the individual occupied spaces after tempering / dehumidifying the fresh air.
- (b) Provide new condensing water heaters for domestic hot water and remove present water heaters. The domestic piping system will be evaluated for condition / materials to determine and revisions that may be necessary.
- (c) Extend connectivity from new BMS to also serve this building operation (HVAC, Lighting etc.)
- (d) Additional modifications/additions to the mechanical systems will be based on Architectural / usage revisions. Also the overall systems will be examined with the goal of combining and/or consolidating the type of systems utilized.

These preliminary recommendations are meant to begin the process of setting goals and prioritizing mechanical system modifications to align with the owners needs and available budget resources.



EXISTING CONDITIONS - HEATING, AIR CONDITIONING AND VENTILATION



1952 pump room



1952 Outdoor Air for Auditorium



Bullock Ductless Split System



1952 natural gas boiler



Bullock Condensing Units



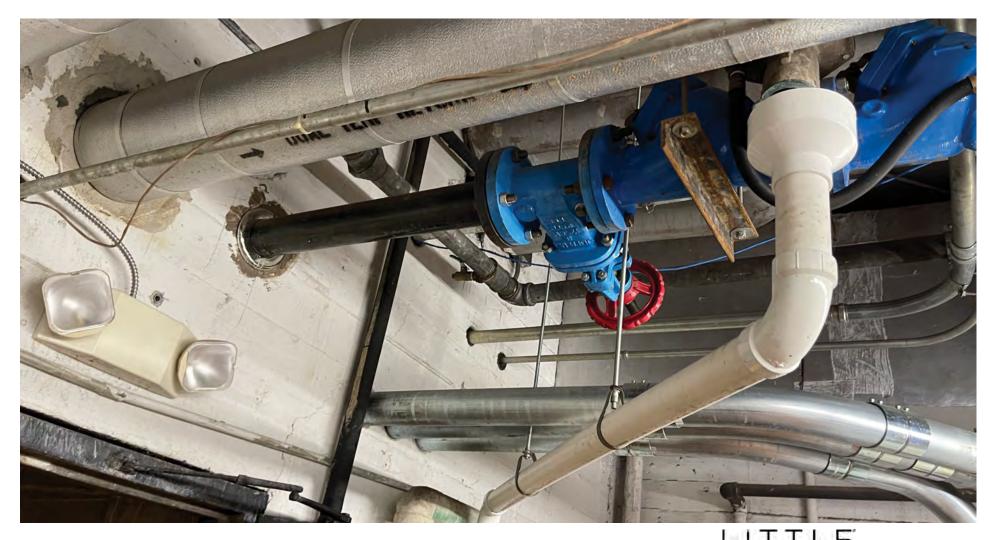
Bullock Coach's Room



Bullock Common Return Air







DISCOVER: EXISTING CONDITIONS PLUMBING

EXISTING CONDITIONS - PLUMBING

All buildings

The water closets need updating which will require removal of fixtures and flush valves and update to 1.28 flush fixtures. Lavatories are wall hung and need at least upgrading to 0.5 faucets. This applies to all buildings.

Our preliminary recommendations are:

Recommend installing recirculation piping and water heater in the basement of existing school.

Replace existing sump pump in basement of school building and add one to Pump room as well as install some floor drains routing to sump pump.

An 6" minimum main will need to be install for fire protection as well as backflow device.

Existing backflow for domestic water is in ceiling of basement and has galvanized piping on it.

Recommend moving the backflow device to 3" off the ground and installing copper mains.

Water coolers should be removed and replaced with newer more efficient water coolers.

The showers in the gymnasium should be reduced and have 1.5 gal heads installed.

A newer water heater is recommended.

The toilet room fixtures and water coolers should also be updated like I recommended for the classroom building.

The Music building needs the toilet rooms updated with fixtures as well as water coolers.

The band room should have a sink added for the rinsing of band equipment mount pieces.

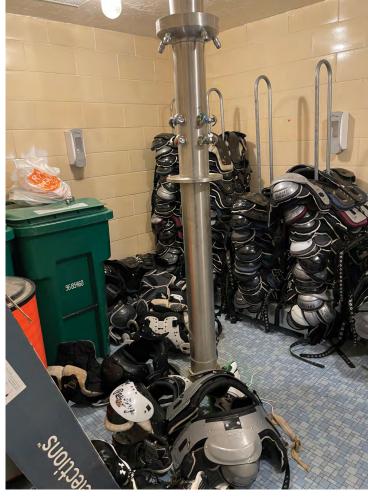


EXISTING CONDITIONS - PLUMBING





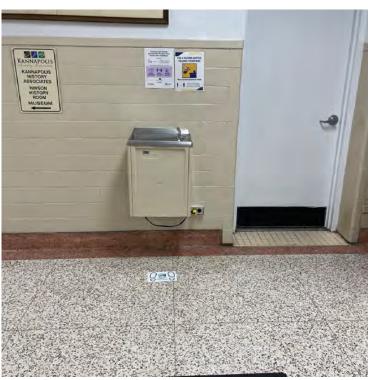






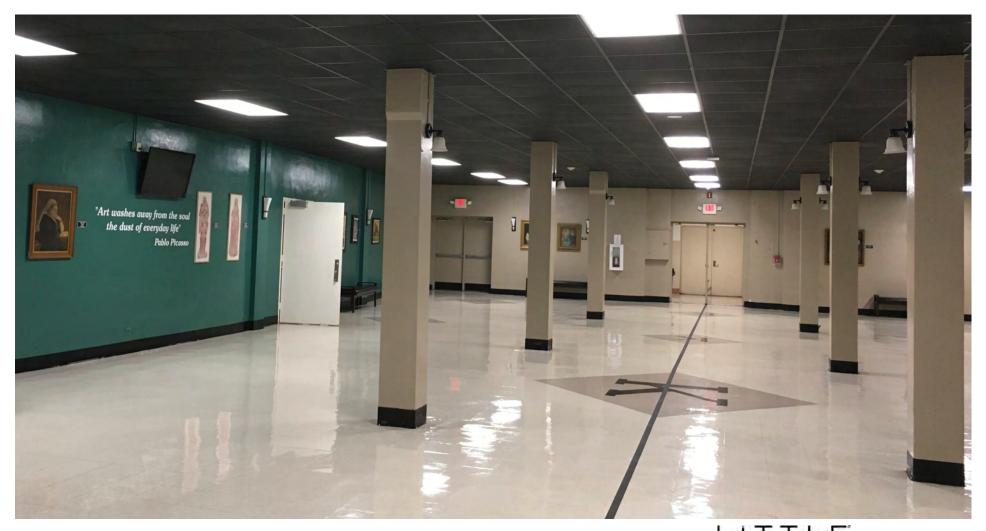












DISCOVER: EXISTING CONDITIONS STRUCTURAL

EXISTING CONDITIONS - STRUCTURAL

1952 Building:

This building, constructed in the early 1950's, is a three-story building with one level on grade and two above grade levels and consists mainly of classrooms and an auditorium. There is a partial level below grade as the main entry enters onto the first elevated floor. There are also below grade spaces in the area under and adjacent to the stage in the auditorium that consist mainly of mechanical and electrical equipment rooms and storage areas. There is also an attic space above the upper level.

Based on existing drawings, the structure appears to be supported on shallow foundations. In the below grade areas, the basement walls are cast-in-place concrete and the floor is a concrete slab-on-grade. The stage floor and the roof above the below grade mechanical rooms consists of structural steel framing and a concrete slab. The ground floor is a concrete slab-on-grade.

The exterior walls are load bearing masonry with what appears to be multi-wythe brick at the classroom wings and a combination of brick and concrete masonry units (CMU) at the auditorium. The exterior wall finish is brick veneer.

The above grade floors in the classroom wings consist of a concrete floor slab supported by open web steel joists that span between the exterior and corridor walls. The corridor walls are load bearing masonry above the first elevated floor. The masonry corridor walls are supported by structural steel beams and columns at the first elevated floor level.

The roof framing in the classroom wings is a combination of steel framing and wood rafters. The rafters are supported by steel framing along the interior corridor lines and bear on the masonry walls at the exterior. The roof framing above the auditorium consists of large steel trusses that span the width of the auditorium and bear on steel columns at the exterior wall. The roof framing above the stage consists of open web steel joists spanning from the stage wall to the exterior masonry wall at the back of the stage. The exterior walls and interior load bearing walls are acting as shear walls. If proposed new openings reduce the lateral capacity of any of the shear walls by more than 10% the remaining wall will need to be reinforced so that it meets the current code requirements for wind and seismic.

Recommendations:

Overall the building is in good structural condition for its age. There were no significant structural deficiencies observed in the building, however, there was evidence of significant water intrusion in the below grade mechanical areas adjacent to the stage (see Photograph 1). It appeared the water infiltration occurs primarily at the existing manholes in the roof slab and existing wall openings that have been infilled. Proper waterproofing of the manholes and wall openings is recommended.

The brick veneer is in fair condition. Some deterioration of mortar joints and brick units was observed, however, there was no evidence of structural damage. There was no evidence of foundation settlement. It is recommended that allowances be included in future construction budgets for unforeseen conditions and replacement / repair of structural systems in concealed places.

Music Building:

This building was constructed in the latter half of the 1960's. The music building is part of a larger building that was constructed at the same time, however, there is a structural expansion joint between the music building and the remainder of the building. The music building is a single story building that projects above the roof of the main building.

The floor consists of a concrete slab-on-grade. The exterior walls appear to be multi-wythe load bearing brick. The roof framing consists of structural steel framing supported by steel columns at the interior of the building and load bearing masonry walls at the exterior of the building. The interior masonry partition walls appear to be non-load bearing.

The exterior walls are acting as shear walls. If proposed new openings reduce the lateral capacity of any of the shear walls by more than 10% the remaining wall will need to be reinforced so that it meets the current code requirements for wind and seismic.

Recommendations:

Overall the building is in good structural condition for its age. There were no significant structural deficiencies observed in the building. The brick veneer is in good condition. Some deterioration of mortar joints and brick units was observed, however, there was no evidence of structural damage. There was no evidence of foundation settlement.

It is recommended that allowances be included in future construction budgets for unforeseen conditions and replacement / repair of structural systems in concealed places.



EXISTING CONDITIONS - STRUCTURAL

Bullock Gym Building:

The gym building was constructed in the latter half of the 1950's. The building has three floor levels with the lower level being partially below grade. The gym is on the main level and there is an upper level with seating on each side of the gym. There are classroom areas on the upper level above the entry to the gym at the front of the building.

Based on existing drawings, the structure appears to be supported on shallow foundations. The lower level floor is a concrete slab-on-grade and the exterior walls are load bearing CMU with brick veneer. The main (gym) level floor is a cast-in-place concrete beam slab system supported by cast-in-place concrete girders and columns. The lower level interior masonry partition walls are non-load bearing. The roof framing over the gym consists of large steel trusses supporting what appears to be Tectum roof deck panels. The roof trusses span the entire width of the gym and are assumed to bear on steel columns in the exterior wall.

The exterior walls are acting as shear walls. If proposed new openings reduce the lateral capacity of any of the shear walls by more than 10% the remaining wall will need to be reinforced so that it meets the current code requirements for wind and seismic.

Recommendations:

Overall the building is in good structural condition for its age. There were no significant structural deficiencies observed in the building, however, cracking of the CMU was observed under each roof truss bearing location in the gym (see Photograph 2). Based on the stiffener plate under the truss bearing, we assume the truss bears on a steel column buried in the wall and the CMU that is cracked is purely architectural to hide the steel column. The cracked CMU could be the result of several different things including settlement of the column, lateral movement at the top of the column, or corrosion of the steel. We recommend that a few courses of CMU surrounding the column be removed from the top to verify that there is no corrosion of the steel column or roof truss bearing.

At the elevated floors on the sides of the gym, cracking of the concrete slab at the top of the stairs was observed (see Photograph 3). This cracking is not a structural concern but more of an aesthetics issue and could eventually result in a trip hazard.

The brick veneer is in fair condition. Some deterioration of mortar joints and brick units was observed, however, there was no evidence of structural damage.

It is recommended that allowances be included in future construction budgets for unforeseen conditions and replacement / repair of structural systems in concealed places.



Photograph 1: Water infiltration at existing wall openings that have been infilled.



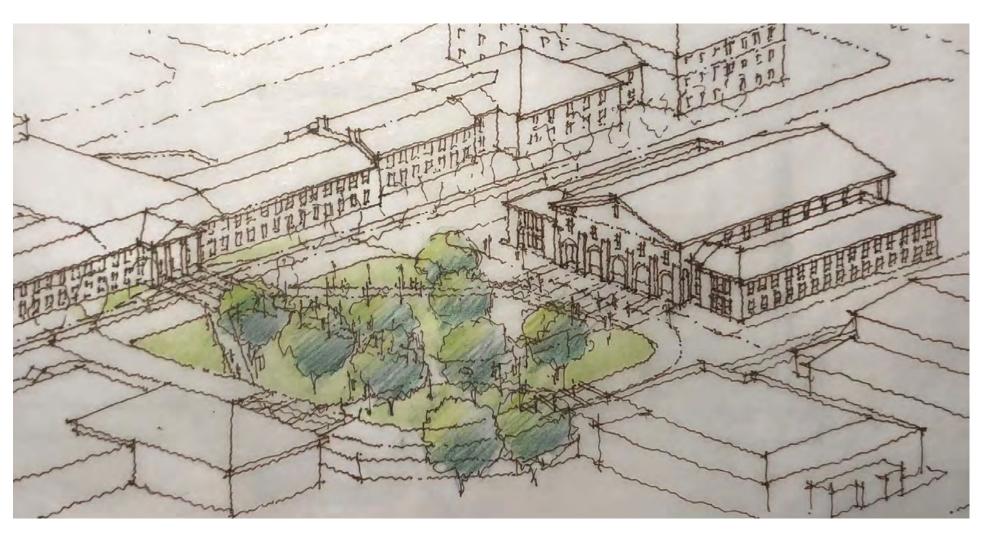
Photograph 2: Cracked CMU under roof truss bearing.



Photograph 3: Floor slab cracking at top of stairs.







DISCOVER: EXISTING CONDITIONS CODE ANALYSIS

EXISTING CONDITIONS - EXECUTIVE SUMMARY OF CODE ANALYSIS

A.L. Brown High School 1952 building and 1956 building addition - Code Analysis

The 1952 building and the 1956 addition appear to be a single building for the purpose of area calculations. The 1952 building was separated from the 1980 addition on plan east of the building with a 3-hour overhead coiling door added in the 1980 addition. The 1956 addition was separated from the 1994 addition on the plan west of the building with a 4-hour rated firewall added in the 1994 addition. The construction of 1952 building and the 1956 addition appear to be consistent with the requirements of a Type II-B construction type under the current code, with the exception of the wood framed sloped roofs. This wood framing is not non-combustible wood and would not be considered non-combustible. It appears the 2" concrete cap was an attempt to separate the non-combustible from the combustible roofing, but the condition of this 2" concrete cap does not appear to provide this separation in its current condition. Under the current code, this wood framed sloped roofs would not qualify as non-combustible since the wood is not treated to be non-combustible.

Under the current code, the corridors of the 1952 and 1956 buildings would be required to be 1 hour rated as the building is not currently sprinklered. While the corridors appear to be CMU with plaster coating, the doors are not labeled and the transoms above the doors are not labeled either. This would mitigate a rating on the corridor walls.

The 1952 building and the 1956 addition appear to be a single building for the purpose of area calculations. The 1952 building was separated from the 1980 addition on plan east of the building with a 3-hour overhead coiling door added in the 1980 addition. The 1956 addition was separated from the 1994 addition on the plan west of the building with a 4-hour rated firewall added in the 1994 addition. The construction of 1952 building and the 1956 addition appear to have been done using the 1936 edition of the North Carolina State Building Code.

The 1952 building construction square footage is: First Floor = 32,050 SF. Second Floor = 18,300 SF. Third Floor = 18,300 SF.

Per Section 3.1 of the 1936 NCBC, the Classification of Building by Occupancy for AL Brown High School is Public Building.

Per Section 3.2 of the 1936 NCBC, Classification of Building Type of Construction Would be either Class A - Fireproof or Class A' - Semi Fireproof.

Section 4.23 Public Buildings of the 1936 NCBC indicates Semi Fireproof Construction shall not exceed 75' in height. Per the 1952 Construction plans, the building height at the Auditorium is 55'.

Section 4.3 Restrictions as to Floor Area, Section 4.32 – Indicate Buildings exceeding 25,000 SF in undivided area shall be Class A, Class A' or Class E. AL Brown High School would be Class A or Class A' due to Allowable Area table on Page 15 of the 1936 NCBC:

For Public Buildings Per the Allowable Area of Buildings in Square Feet Table:

- Class A Allowable Area has no Area Restrictions
- Class A' Allowable Area has no Area Restrictions
- Class B Allowable Area 1 story = 15,000 SF, 2 Story = 10,000 SF and 3 Story = 7,500 SF
- Class C Allowable Area 1 Story = 7,500 SF, 2 or 3 story = 5,000 sf
- Class D & E Allowable Area = 3,000 SF

Per Chapter 11 - Definitions:

- Fireproof Construction is not less than 4 hour rating for bearing walls, firewalls, party was, isolated piers, columns & wall supported girders; 3 hour rating for walls and girders other than already specified and for beams, floors, roofs and floor fillings and 2 hour for fire partitions.
- Semi-fire proof Construction means all walls are of approved masonry or of reinforced concrete and structural members of which have fire resistive rating not less than a four-hour rating for fire walls and party walls, a three hour rating for other walls, isolated piers, columns trusses and wall supporting girders and a two hour rating fore fire partitions, girders not otherwise specified, exposed beams, floors, roofs and floor fillings.
- Section 6.2 General
- Section 6.22 Number of Occupants

Classrooms in schools - 15 SF/Person

of Exists

- From Rooms 2 if more than 75 occupants
- From Ground Floor more than 75 occupants requires 2 Exits
- From 2 exists required when area exceeds 2000 sf
- From places of Assembly 4 exits required when more than 1000 persons are accommodated.

Section 6.3 Interior Stairs

Section 6.33 width

- Section 10.2 Protection of Structural Members
- Section 10.22 Protection of Columns, Girders and beams, In steel jois floor the secondary beams need not be individually encased but shall be protected with one inch of gypsum or Portland cement plaster ceiling and at least 2" of concrete floor slab above.
- Section 10.23 Requirements for Structural Steel in Class A' Construction
- Section 10.8 Roof Construction and Roofing
- Section 10.81 Roof Structures. Roof of Buildings of Class A' construction, covered in accordance with Section 10.82 may be built of formed sheet steel or of wooden planks not less than 2 inches nominal thickness attached by means of wood spikes to a metal framework, provided the roof is wholly separated from the stories below by construction having an ultimate fire resistance of 1.5 hours. Note that the 2" thick concrete slab providing the required separation of the Roof framing from the interior of the building has areas of disrepair and hole that mitigate the required separation. This will need to be repaired.
- Section 10.82 Roof coverings. Class 2 roof coverings shall be of non-combustible material approve by a Building Code Council after satisfactory evidence that it is effective against moderate fire exposure, is not readily flammable under such exposure and requires only infrequent repairs to maintain its fire-resistant properties. All buildings within the fire limits shall have a Class 1 or Class 2 roof covering.

The 1952 Original Building and 1956 Addition appear to be compliant with the 1936 NCBC.

The renovations to the 1952 Original Building and 1956 Addition will be made using the 2018 North Carolina Existing Building Code based on Chapter 9 – Alterations – Level 3 utilizing Chapters 3 – 9.



EXISTING CONDITIONS - EXECUTIVE SUMMARY OF CODE ANALYSIS

Chapters 10 - 14 are not applicable for this project.

Based on the 2018 North Carolina Existing Building code, Section 804 – Fire protection, Section 804.2.2.1 stipulates that work areas that increase the fire area or Calculated occupant load above the limits listed in 903.2.1 through 903.2.10 of the 2018 North Carolina Building Code shall meet the requirements of these sections. Per Section 903.2.3 Group E – An automatic sprinkler system shall be provided for Group E occupancies as follows: Throughout all Group E fire areas greater than 12,000 sf of Area. Per area calculations, the First floor square footage of Group E spaces is approximately 19,500 sf. The second floor square footage of Group E spaces is approximately 22,400 SF and the third floor square footage of Group E spaces is approximately 22,400 SF. The First floor Group A spaces for the auditorium are approximately 19,500 SF. Therefore, based on the codes referenced above, the 1952 building and 1956 addition will required to be fully sprinklered to comply with a Level 3 Alteration per the 2018 North Carolina Existing Building code. The group A area is also required to be sprinklered per section 903.2.1.1 item #2 of the 2018 North Carolina building code as there are more than 300 occupants accommodated in the Auditorium.

The 1936 NCBC does not address a requirement for quantities of plumbing facilities. Two group toilet facilities in the 1952 building have been removed and turned into storage rooms. Given that the intent of the Existing Building Code is to not make the building less compliant through the alterations, it would be necessary to return these two group rooms back to group toilet rooms. Since there are currently no ADA toilets in the 1952 building, these reinstalled toilet rooms would need to be ADA compliant if space and funds allow. If they do not, an individual handicap toilet could be added to comply with ADA requirements.

The 1936 NCBC calculated occupancy for classrooms based on 15sf per person. The 2018 NCBC calculates classrooms based on 20 sf per person and 50 sf per person for labs. The 1952 building with its 1956 classroom addition include 5 stair towers. Stairs #1, # 4 and #5 in the 1956 addition has stair run widths of 4'-8". Stairs #3 and #4 have stair run widths of 6'-0". Section 805.2.1 Means of Egress capacity of the 2018 North Carolina Existing Building code indicates for a fully sprinklered building, Use Group E, means of egress shall be calculated in units of exit width of 22 inches, where 113 occupants are allowed for each unit of exit width of 22 inches for stairs and for door, corridors and ramps, 150 occupants are allowed for each unit width of 22 inches. Based on these #'s, Stairs #1, #4 and #5 can each accommodate 282 occupants (2.5 units of 22" x 113 occupants per unit) and Stairs #2 and #3 can accommodate 339 occupants (3 units of 22" x 113 occupants per unit). This means the 5 stair towers in the 1952 building with its 1956 classroom addition can accommodate 1524 occupants for stair egress per floor.

Egress from the 5 stair towers is a follows: Stair #5 egresses to grade by a pair of 3'-0" doors for 72" exit width. Stairs #1 and #4 exit through an egress access corridor to a pair of 3'-0" doors to the exterior for 72" exit width each. Stairs #2 and #3 exit through 2 pair of 3'-0" doors each for 144" exist width each. This provides 72" + 72" + 72" + 144" +144" = 504" egress / 22" per unit = 22.75 units of egress x 150 persons per unit for doors, corridors and ramps = egress to accommodate 3,412 occupants. Egress from the mid level to the courtyard is by 3 pair of 3'-0" doors for 72" egress per door / 22" per unit = 3.25 units per pair of doors x 3 pair = 9.75 units x 150 persons per unit = 1462 occupants that can egress at the main door.

Existing Auditorium seating plans dated indicate the seating was updated in July 2005. The plans indicate there are 1283 new auditorium seats and spaces for 14 wheelchairs for a total seating of 1297 on the main level of the auditorium. The auditorium currently has 2 exit point that go directly to the exterior on the plan right side, 2 exits that exit through the corridor created in the 1993 cafeteria addition the and 4 exit point that go to the large lobby. The 2 exits directly to the exterior are pairs of 3'-0" doors for 72" egress per door / 22" per unit = 3.25 units per pair of doors x 2 pair = 6.5 units x 150 persons per unit = 975 occupants. The occupant that exit through the large lobby can egress through Stairs #2 and #3. Stair

#2 exits into the corridor created in the 1993 cafeteria addition. This 1993 cafeteria addition corridor exits directly to the exterior with 2 pair of 3'-0" doors that would accommodate 975 occupants. Stair #3 exits directly to the exterior. The 2 pair of doors directly to the exterior from Stair #3 are pairs of 3'-0" doors for 72" egress per door / 22" per unit = 3.25 units per pair of doors x 2 pair = 6.5 units x 150 persons per unit = 975 occupants that can egress through stairs #3 to the exterior. Egress from the Auditorium.

Existing Auditorium seating plans dated indicate the balcony seating was updated in July 2005. The plans indicate there are 603 new auditorium seats and spaces for 0 wheelchairs for a total seating of 603 on the balcony level of the auditorium.

In Summary of the 1952 building with its 1956 classroom addition, Sprinklering the building will be required. The existing corridors will not have to be rated. The 5 existing stair towers and their egress point to the exterior are compliant. The existing 2" concrete cap over the upper level ceiling joists will have to be repaired to return it to its intended separation integrity. Individual ADA compliant toilet rooms for both students and staff would have to be added to mitigate making the group toilets ADA compliant. The two group toilets that were turned into storage rooms would need to be returned to group toilets. In regard to Accessibility, a facility that is altered shall comply with the applicable provisions in Sections 806.1.1 through 806.1.13 of the 2018 NC Existing Buildings Code and chapter 11 of the IBC unless it is technically infeasible.

Per Section 806.1.1 Entrances, if the facility has an accessible entrance on an accessible route alterations to other entrances are not required to be accessible. The main entrance on the mid level of the 1952 building will serve as the accessible entrance.

Per Section 806.1.2 Elevators states that altered elements of existing elevators shall comply with ASME A17.1/CSA B44 and ICC A117.1. if no alterations are made to the elevator this is not a requirement. Per 806.1.9 Toilet rooms states that Where it is technically infeasible to alter existing toilet and bathing rooms to be accessible an accessible family or assist-use toilet or bathing room constructed in accordance with Section 1109.2.1 of the International Building Code is permitted. The family or assisted-use toilet or bathing room shall be located on the same floor and in the same area as the existing toilet or bathing rooms. At the inaccessible toilet and bathing rooms, directional signs indicating the location of the nearest family or assisted-use toilet room or bathing room shall be provided. These directional signs shall include the International Symbol of Accessibility and sign characters shall meet the visual character requirements in accordance with ICC A117.1

Per Section 806.1.10 Dressing, fitting and locker rooms. Where it is technically infeasible to provide accessible dressing, fitting or locker rooms, one accessible room on the same level shall be provided. Where separate sex facilities are provided, accessible rooms for each sex shall be provided. Separate sex facilities are not required where only unisex rooms are provided.

Per Section 806.1.12 Thresholds. The maximum height of thresholds at doorways shall be ¾". Such thresholds shall have beveled edges on each side.

Per Section 806.1.13 Extent of application. An alteration of an existing element, space or area of a facility shall not impose a requirement for greater accessibility than that which would be required for new construction. Alterations shall not reduce or have effect of reducing accessibility of a facility or portion of a facility.

Per Section 806.2 Alterations affecting an area containing a primary function Where an alteration affects the accessibility to a or contains an area of primary function, the route to the primary function shall be accessible. The accessible route to the primary function are shall include toilet facilities and drinking fountains serving the area of primary function.

Exceptions:

1. The cost of providing the accessible route are not required to exceed 20 percent of the cost of alterations affecting the are of primary function.



EXISTING CONDITIONS - EXECUTIVE SUMMARY OF CODE ANALYSIS

- This provision does not apply to alterations limited soley to window, hardware, operation controls, electrical outlets and signs
- This provision does not apply to alterations limited solely to mechanical systems, electrical systems, installation or alteration of fire prevention systems and abatement of hazardous materials.
- This provision does not apply to alterations undertake for the primary purpose of increasing accessibility of a facility.
- The current code requires a 2-way communication system with a push button for help and directions for operation located in the area outside the elevator. A receiver panel located in a space that is occupied by staff while school is operational is required and when staff is not in the space the system responds to 911 automatically. This is required at elevator vestibules above the level of exit discharge. The 1980 elevator addition does not have this 2-way communication system and should be added to the work scope for safety.

W. J. Bullock Gymnasium Existing Buildings Architectural Assessment - Code Analysis

The renovations to the W. J. Bullock Gymnasium Existing Building will be made using the 2018 North Carolina Existing Building Code based on Chapter 9 – Alterations – Level 3, utilizing Chapters 3 – 9. Chapters 10 - 14 are not applicable for this project.

Based on the 2018 North Carolina Existing Building code, Section 804 – Fire protection, Section 804.2.2.1 stipulates that work areas that increase the fire area or Calculated occupant load above the limits listed in 903.2.1 through 903.2.10 of the 2018 North Carolina Building Code shall meet the requirements of these sections. Per Section 903.2.1.1 Group A – An automatic sprinkler system shall be provided for Group A occupancies as follows: 1. Where Fire Areas exceed 12,000 SF and 2. Where Fire Area has an occupant load of 300 or more. The existing building plans for the W. J. Bullock Gymnasium indicate that the Ground Floor plan is 19,028 SF. The main floor plan is 23,543 SF and the Second Floor and Balcony is 8,854 SF. Therefore, based on the codes referenced above, the W. J. Bullock Gymnasium will be required to be fully sprinklered to comply with a Level 3 Alteration per the 2018 North Carolina Existing Building code.

Regarding egress, from the lower level, there is a 4'-0" wide stair on the plan west end of the building. This stair is 48" wide / 22" per unit = 2 units x 113 occupants per units = 226 occupants can egress this stair. On the plan east end of the building the corridor terminates with a pair of 3'-0" door at each end. 72" / 22" per unit = 3.25 units x 150 occupants per unit = 487 occupants can egress at each pair of door. The total occupant load that can egress this lower level is 226 = 487 + 487 = 1200 Occupants. Regarding egress for the mid-level, from the plan west end of the building there are 8 3'-8" wide doors, each allows egress of 2 units x 150 = 300 occupants x 8 = 2400 occupants. However, the controlling factor at this end are the stairs to grade on either side. These stairs are 16'-6" wide / 22" per unit = 9 units at 113 occupants = 1017 occupants can egress from each stair x 2 = 2034 occupants could egress from the west end of the building. From plan east end of the building there are 5 pair of 3'-0" doors leading to the exterior. Each pair provides 3.25 units x = 16.25 units x = 150 = 2437 occupants could egress through these doors. These doors are the controlling factor at this end of the building as the front steps are 54'-6" wide / 22" per unit = 29.5 units x 113 = 3359 occupants. The existing building plans indicate there is seating on the mid level for 1892 occupants and seating for 1068 in the balcony for a total of 2960 occupants / 2 = 1480 occupants to egress to plan west which can accommodated 2034 occupants is compliant and 1480 occupants to plan east which can accommodate 2437 occupants is compliant. The second floor / balcony level has 2 classrooms located above the first floor lobby as well as 2 toilet rooms. The classrooms would be calculated at an occupancy of 49 since they only have one door to

the room. This is a total of 98 occupants. The total # of occupants on this level = 98 + 1068 from the bleachers = 1166 occupants. Egress from this level is served by 28'-0" wide stairs on the side of the bleachers. 8'-0" / 22" per unit = 4.25 units x 113 = 480 occupants per side and 29'-8" wide stairs that exit into the lobby. 9'-8" / 22" per unit = 5.25 units x 113 = 593 occupants per side. Therefore, egress stairs are sized to allow 480 + 480 + 593 + 593 = 2148 occupants while the occupant load is 1166. This is a code compliant condition.

The building does not have an elevator. While this is not a existing building code requirement, this may be a consideration when establishing what will be done to provide compliance with ADA. The ADA/Existing Building code requires up to 20% of the budget be spent to provide accessibility compliance. Currently, the front entrance of the building is not accessible as there are steps across the full width of the entrance. This would require consideration be given to adding a ramp system to provide access to the building.

The 2018 North Carolina Existing Building Code does not address toilet counts, but the mid level originally had a set of mens and womens toilets on both sides of the gymnasium. Neither side was ADA Compliant. The Men's and Women's toilets on the plan South side have had the fixtures removed. The fixtures need to be reinstalled. The size of these toilet rooms does not readily allow compliance with ADA for toilet requirements. To comply with ADA an individual unisex toilet should be added on the plan north and south sides of the building.

Music and Vocational Buildings Architectural Code Analysis

The renovations to the 1966 Music and Vocational Building will be made using the 2018 North
 Carolina Existing Building Code based on Chapter 9 – Alterations – Level 3 utilizing
 Chapters 3 – 9. Chapters 10 - 14 are not applicable for this project.

Based on the 2018 North Carolina Existing Building code, Section 804 – Fire protection, Section 804.2.2.1 stipulates that work areas that increase the fire area or Calculated occupant load above the limits listed in 903.2.1 through 903.2.10 of the 2018 North Carolina Building Code shall meet the requirements of these sections. Per Section 903.2.3 Group E – An automatic sprinkler system shall be provided for Group E occupancies as follows: Throughout all Group E fire areas greater than 12,000 sf of Area. Per area calculations, the First floor square footage of Group E Music Room portion of the building is 8,762 Square Foot and the Group E Vocational portion of the building is 34,343 SF for a total building square footage of 43,105 SF per the 2008 construction documents. Therefore, based on the codes referenced above, the 1966 Music and Vocational building will be required to be fully sprinklered to comply with a Level 3 Alteration per the 2018 North Carolina Existing Building code.

Egress from the music building portion of the build is by a pair of 3'-2" doors. 76" / 22" per unit = 3.5 units x 150 / unit = 525 occupants can egress front doors. The rear corridor as well as the band and choral rooms each have a pair of 2'-6" doors to the exterior. 60" / 22" per unit =2.5 units x 150 / unit = 375 occupant per pair of doors x 3 sets of doors = 1,125 occupants. Existing doors in the building provide egress for 1650 occupants. Gross square footage for the building of 8,762 / 20 sf = a maximum occupant load of 438 occupants. Egress is code compliant.

Toilets in the music building are not ADA compliant. ADA compliance can be achieved by adding a individual unisex toilet room.

The Risers in the band and choral rooms are not required to provide wheelchair access to the elevated level. Wheelchair space is available at the base of the risers. This is a ADA compliant condition.







DISCOVER: FOCUS GROUP SUMMARIES

Group: English Department

Attendees:

Katie Furr Jacob Wilkerson Jennifer Linn

- 1. Older building 3rd floor
- 2. No outlets (old and not enough)
- 3. Small rooms too many students for room
- 4. 1996 had smaller desks old wooden
- 5. Bigger desks take up more area
- 6. Monitors in some rooms some with projectors
 - Tech too big for rooms
 - Prefer projectors on ceiling
 - Currently on cart space concern to have space.
- 7. Inflexible items make them nervous like to make changes to accommodate teaching
- 8. Space restriction always a concern
- 9. Heating and air a big concern temp differences
 - A/C too cold
 - Heat too warm (sauna) dread when heat is on
 - · In between not good
 - Hot and cold sides 1st street hot (afternoon sun) / quad side cold side
 - Hallways always nicer temp
- 10. 30-35 kids in rooms at times
 - Ideal class size 20 typically closer to 30
 - When growth comes need more rooms and facility
 - Afternoon glare an issue use projectors often
 - Improves with better projectors
 - Blinds are white and glare still an issue
 - Location good on campus in main building with core classes
 - Would like to open transom window to vent room
- 11. Hallways are narrow
- 12. Lockers not used students ask why don't we use them zipped tied shut
- 13. 4 block schedule lockers not near classes
- 14. Stairwells one way traffic something we should keep
- 15. Kids social spots at stairwells
- 16. 3rd floor bunch up in front of 315 classroom change
- 17. Two stairs next to auditorium high traffic and social areas
- 18. Kids hang out in stairwells at lunch
- 19. ONLY a boys bathroom at English end
 - Yearbook office an old restroom
- 20. Circulation through dining an issue if on lower level
- 21. Acoustics in lower level rooms old English rooms
 - Loading dock dumpsters can wash spicket noise
- 22. Acoustics not bad bleed through doorways
 - a. Video and teaching can be heard
 - b. Door open for heating and cooling then have sound issues
- 23. Future flexibility important

- 24. Nice to have dedicated storage even less year to year
 - a. Lockable piece of furniture
 - b. Teachers dedicated to classroom no floating
- 25. Make students feel comfortable and at home environment
- 26. Tennis Courts staying?
 - Need lights
- 27. Carpool safety kids crossing main drive not using dedicated cross walks
 - Teachers only watching traffic
 - Sun blinds drivers at certain times of day
 - AM limited access PM leave any door

Group: World Languages Department

Attendees:

Bree Stillings

Aidy-Marie Schneider

Adela Reci-Orellana

- 1. Love rooms good size
- 2. No sinks other than bathroom lunch dishes lounge missing sink
- 3. 30-33 students room sized
- 4. Desk doesn't fit the room well limited with one size too big
- 5. Facility bathroom would be useful
- 6. Storage can be something not used
- 7. Like large operable windows
 - No issues with sun
- 8. Parking crazy one kid hit per year on 1st street
- 9. Drop off area good
- 10. Parking spread out spaces are small
- 11. Tennis Courts unusable for games
- 12. Need more classrooms in future
- 13. Only 4 teachers
- 14. AC cold all the time controls don't work
 - Open window
- 15. Security concerns
 - Exterior doors 3 opens to outside
 - People knock on door to be let in
 - Card reader for teachers
 - · Alarm will sound if open
- 16. Technology
 - Not enough outlets charge computers desk power
 - Monitors are difficult to use rather project on board and write on board
 - Interaction to student write on board project chart on board
 - Projection system smart boards would be nice perithium
 - TV after projectors die ceiling preferred
 - Cant write on monitors
 - No storage minimal more would be beneficial
 - Personal shelves keep samples



- · Cabinets small but lockable
- Homebase desk permeate classrooms
- Hang out in hall
 - Not allowed in guad 1997 and before hard to get back in
 - Traffic flow difficult with 4 lunches
 - Social room is restricted hard to manage and police
- 17. Lockers serve no purpose
- 18. Mailboxes far away

Group: ROTC

Attendees:

John Leach

- 1. Shooting Range an issue shooting between open doors of two classrooms
- 2. Can't shoot Can't inspect
- 3. Can only shoot 2 at a time need to shoot 4 at a time 4 lanes
- 4. Multipurpose space desired (Brought a sketch)
- 5. Would like Floor similar to black box
- 6. Needs Drill / inspection space
- 7. Gym too far away to take all items and do drills and scheduling conflicts with other classes
- 8. Used to used back courtyard of building, but now full of other items from shop and music
- Originally paved for drills
- 9. Can't use outside year-round need area on rain days
- 10. Need much larger space stated other schools have own building
- 11. Rooms to have mats for push-ups and alike
- 12. Secure areas for rifles Armory
- 13. Current Technology with overhead works
- 14. Surround sound in room installed by teacher
- 15. Need to Build a drill pad courtyard a good size
 - Still have need during rain
- 16. HVAC good shape
- 17. Security double lock required (have 3 layers building, room, armory)
- 18. Height of current space not an issue
- 19. Current drills in courtyard, football fields, baseball fields, or empty parking
 - Move around as needed dependent on the weather.
- 20. Current Bus parking lot could work if covered
 - If busses move elsewhere use to be across street until break ins
- 21. If covered and closed in air rifles would need walled in
- 22. Multipurpose cheer team and other could use it
 - Band trailer
 - Carpenter area

Group: Social Studies

Attendees:

Zach Erwin

Sean Pitchford

Sherry Elvington

Shane Dagenhart

- 1. Basement 1995 1st street side
- 2. HVAC not working
 - · Either hot or cold
 - Nice to have control
 - Multiple rooms are off shared Tell somebody to change temp control central control
 - No windows and cold all the time
 - Age of units difficult to order parts
 - Jan Feb with no heat
 - Doesn't feel like air moved
- 3. Room 211
 - Small room avg class size 25-35 students
 - 27 desks and packed
 - Impossible to spread out
 - Not able to group and collaborate
- 4. New tennis courts at Middle School
- 5. Sky bridge to connect buildings to potential new building
- 6. Circulation around cafeteria an issue
- 7. Move cafeteria to central area and help flow
- 8. Tennis courts at new middle school
- Not resurface make multi-functional also asst AD
- 9. Parking an issue for athletics
 - Multiple sporting events causes issues
 - Busses need to arrive early for events inconvenient
- 10. Parking Deck at tennis courts suggested
- 11. Multi story building at tennis courts suggested
- 12. Doors into classroom with half glass issue in lock down security
 - Good kick can take door down
- 13. Soccer field can it still be used to help athletic traffic
- 14. Past senior lot is located across from admin offices used for community
- 15. Classrooms done need sinks or built in decks
- 16. Need electrical outlets
- 17. Move main office access to central location
 - Feels like back door
 - Detached from rest of campus
- 18. Technology moving to wall mounted TVs
 - Projectors are going away been a nightmare
 - AV do good job of wifi
 - One to one tech a game changer
 - COVID forced to move forward
- 19. Environment comfortable
 - FLEXIBLE space work in collaborative groups
- 20. More outlets charging devices
 - Located at desk chrome books at each desk
 - Charging stations
 - Always multiple students needing charging



- 21. Sentimental value of campus as a whole preserved
- Enhanced security measures
- Security an issue and slowly phases in
- Security cameras throughout school
- Too many access points and nooks and crannies
- Regulated flow of traffic
- Some areas need more closed off
- 22. 10-12 years ago active shooter drill
 - 3rd floor access of quad
 - Collaborate with KPD
- 23. Would hope to not have fences
- 24. Campus layout so unique and beautiful
- 25. People are cracking doors to let others in or get back in
- 26. Students move along 1st street to parking lots all the time
- 27. Annual contract with Church for parking
 - Crossing street an issue
 - On campus or off campus
 - Lack of control of parking spaces church shared functions
- 28. More parking on campus helps problems
- 29. Maximize as best we can parking on campus for students to prevent crossing streets
- 30. Desks not sized correctly too small
 - Not comfortable for 90 minute class time
- 31. More collaborative spaces
- 32. Lose lockers serve no purposes
- 33. Expand admin parking new building
- 34. Quad outdoor seating
 - Not used much
 - Game day
 - Misc uses no academic uses
 - Need central location to sit learning areas
 - Outdoor classrooms
- 35. Kannapolis building performing arts center downtown
 - Will outsource some functions done in KPac
- 36. KPac nice space but could use a refresh
- 37. Maximize space near KPac for outdoor classroom
- 38. Reduce parking contract with church

Group: Math

Attendees:

Lisa Emerson Evelyn Carrasquillo Susan Drye

- 1. Class size good in newer building
- 2. 30-35 class size 28 typical
- 3. Smaller would work for 20
- 4. Old science rooms built desks and sinks in the way

- 5. Hot and cold loud (301)
- 6. 1st street side of building HOT
- 7. Lack of control in classrooms
- 8. Not allowed to open windows and difficult to open no screens
- 9. Doors safety concern of glass doors
- 10. Miss ceiling fans
- 11. Air movement lacking feels like conditions one area
- 12. Electrical outlets lacking front and back wall only in most classrooms
 - New building has enough
- 13. Technology seems adequate for needs
 - Projectors and whiteboards
- 14. Furniture hit or miss depending on rooms
 - · Some have bookshelves and closets
- 15. Old Science rooms have good storage
 - Prep rooms lock but not anything else
 - Closets don't lock
 - Not a huge need to store items calculators at end of school year
- 16. Desks are different depending on rooms
 - · Adult sized students struggle with desks only access from one side
- 17. Congested corridor at turns kids hang out
- 18. Kids hang out where they pass each other top of stairs
- 19. Acoustics good
 - HVAC makes it hard to hear students
 - No sound between classrooms some teachers
 - Need to keep the doors shut for sound
- 20. Doors locked for safety doors need more safety
- 21. Social studies doors open out no way to blockade shut
 - Smaller glass preferable
- 22. Proximity good to rest of campus
- 23. No outdoor teaching
- 24. Quad not really used
 - · Band, guard, large gatherings
- 25. Some activities outside
- 26. Program not conducive to outside teaching
- 27. Security lots of doors
- 28. Lots of colors lots of buildings
- 29. Traffic flow closing off during the day
 - Admin moving helped
- 30. No way to stay dry going from building to building
- 31. Crossing 1st street an issue
 - Dangerous
- 32. Signage an issue
 - Where is the office
- 33. Parking first come to first serve
 - Not assigned spots
- 34. Cross walks at two spots signage could be better
 - People cross at office where there is no crosswalk
- 35. Students and cars crossing an issue at car pick up
 - Crossing busses and cars



- 36. Some issues admin point of emphasis can fix
- 37. Lots of kids prop open doors toward parking lot
 - Wish they had alarms
- 38. Safety big issue

Group: Arts

Attendees:

Zaria Franklin

Jordan Correll

Nathan Sayles

Brent Messenger

William Stroud

Vocation building

Dance - sought out

- 1. Class size 40+ too much for space
- 2. Have to use hallway and outside
- 3. Need more space if growth
- 4. Could use water fountain in space
- 5. 2 Dressing rooms need more
- 6. 2 storage rooms use as dressing rooms
- 7. Heat and air an issue heat stays in have fans to circulate air
 - Keep on to stay cool teacher bought 4 fans
- 8. Technology projector and new sound system
 - · Could be nice to have Bluetooth to system
- 9. Outlets could use more
 - In odd places
- 10. Near mirrors in front charge computers
- 11. Dance floor floating does move
 - Buckets when AC is shut off in summer in whole building
 - Humidity issues
- 12. Teacher bought humidifiers
- 13. Mold everything wet
- 14. Exterior door issues not sealing and bugs get in see light door sticks
- 15. Ceiling fans can ceiling be raised
- 16. Paint flaking off walls

Coral

- 1. Risers are good room
- 2. Don't like carpet stinks and moldy (AC turned off)
- 3. Closet stores robe needs
 - Mirror for changing
- 4. Technology outlets don't work properly
 - Only front works
- 5. Office good good set up
- 6. Projector good

- 7. AC on in music building
- 8. Hot and cold swings always being worked on
- 9. Floor outdated tile needs replaced

Band

- 1. Flat floor desired flexible needed
- 2. good storage more efficient
 - Instruments
- 3. Inefficient marching band to get out
- 4. Practicing on soccer fields (most time), baseball or football
- 5. Band trailers parked in back
- 6. Like exit in rear with ramp and overhead bay door
- 7. Now go out and around
- 8. Ramps in front not wide enough
- 9. Front door old and needs replaced
- 10. Building needs TLC refresh
- 11. Entry low walls and ramps refreshed
- 12. Carpet hard to clean but good for sound absorbsumption
- 13. Accosutics an issue from dance throughout building
 - Carpet doing most of work
- 14. Sounds is goo din the room now
- 15. Smaller rooms used as practice rooms, but not set up as such
- 16. Would be nice if it looks like arts building
- 17. Plumbing fixtures need updated
- 18. New projector
- 19. Outlets in room good supply
- 20. Random closet that is not used dead space
- 21. Need sink deep sink to clean instruments

Visual arts

- 1. No outlets in rear of room -
- 2. Floor is chipping and needs repair SAFETY HAZARD
 - Coming up in chunks
- 3. Technology got a new TV
- 4. Storage
- 5. Kiln room needs work
 - Filteration system breaks down a lot
 - · Kiln has coil issue doesn't get to tempeture
- 6. Storage no accessible from classroom need to go around through hall
 - Open up wall to other room
- 7. Recess off hall a safety niche issue added mirror
- 8. Humitity issues in summer seen mold
- 9. Exterior door issues not sealing and bugs get in see light
- 10. Roof leaks possible larger problem
- 11. Have access to outdoors and use outdoor space

Theater – black box

- 1. Small 35 students hard to break out in groups
- 2. Concrete floor tough needs better floor



- 3. Has two doors used to be two rooms good for performances
- 4. CMU walls hard to repaint as needed for performances
 - Paint floor as well
- 5. Storage rooms costume in old bathroom
- Needs cleaned out
- 6. Prop room filled with cabinets
- 7. Need dressing rooms
 - Bathroom near-by only have one mirror
 - Make up areas needed
- 8. Desire close to square room
- 9. Need backstage areas for exit and
- 10. Office used as light and sound board
 - Light and sound to back of room desired possible loft
- 11. Only 3 outlets in whole space
 - · Not where they are needed
- 12. Portable/temporary speaker system
 - · Like to have mounted and wired to sound board
- 13. Lighting has been purchased to be installed this summer when he figures it out
- 14. Outside door narrow cant get in exit only
 - Need larger for set pieces wider, talled overhead door
 - Ramp limited to needs
- 15. Dressing rooms light board locations main issue
- 16. Intercoms don't work in room safety issue
- 17. Cant hear with doors shut
- 18. Electrical in Music bldg. turns off in other rooms when other room uses projectors
- 19. Corridor sight lines terrible

Group: Administration (APs)

Attendees:

Mauricio Restrepo

Garrett Cooperman

Sara Newell

- 1. HVAC has Hot and cold issues
- 2. Office in good shape
- 3. Marcio office needs window
 - Possible cut through to connect
- 4. Merging arts and music building
- 5. Spread out through campus
 - Limitations
- 6. Foot traffic issue people just walk onto campus
- 7. What doors are locked and which are open
- 8. Quad
 - Bus drop off point changed in 2020
 - Student congregation
 - Due to security not used in quad as much
 - Free to roam guad
- 9. Cafeteria used outside patio

- · Would be good to use for dining
- 10. Access wifi points in quad
- 11. Lighting in quad an issue after basketball games
- 12. Students not allowed to leave for lunch
- 13. Safety of parking across street
- 14. Senior lot changed to near football field
- 15. Bullock Gym
 - Lower level of gym
 - · Restrooms issue Need more
 - Change way stair work in front
 - Restrooms to front off lobby
 - Second floor not accessible health classroom

Group: Business Education

Attendees:

David Young

Johan Freeland

Hannah Laukaitis

- 1. Classroom size good
- 2. 30-35 students
- 3. 24 computers cap on class adobe suite
- 4. Cold issues in Steam building
- 5. Hot in older portion
- 6. Windows don't open difficult to operate
- 7. No control over temp central control
- 8. Technology concerns -
- 9. Computer lab projectors orientation problematic
 - Teach from back of lab
- 10. Outlets on exterior walls
- 11. Multiple screens would be more flexible
- 12. Room too large for new TV size hard to view for students
- 13. Newer rooms have outlets in floor in room
- 14. Biggest wish is two projector or TV because of class size
- 15. Population increase to create need of more classrooms
 - Width of hallways tight and more students will create more problems
 - Collation with altercations
 - Shift in corridor and issue congestion
 - · Too many nooks and crannies to hide
 - Sight lines to monitor an issue
 - Bathrooms and stair areas a safety concern
 - · Hidden stairwell in Steam a safety issue

16. Safety

- Would like more card reader options limited area teachers can enter
- Campus safety generally speaking for size of campus
- Control traffic
- · Assigned areas during lunch to patrol perimeter
- 17. CTE partnership not separated



- Drafting early childhood, technology, construction
- Would benefit to be near these programs
- 18. Great small college feel good for students to learn in this environment
 - College not a culture shock
- 19. Outdoor spaces not used
 - Not a space to take students
 - Amphitheater or something like that would be used
 - Dedicated space would be used

20. Dining

- Outdoor dining good
- Central location

21. Parking

- Teachers on campus stuck until after pick up blocked in
- Students across street teacher duty stations
- No dedidcated person to halt traffic
- Sun angle bad for traffic
- Pie in sky idea parking deck with bridge across at second level
- Elevated cross walk
- 2 kids hit in 20+ years injured both early hours when sun was low
- 22. Dedicated space for K Shop school store
 - Half door or counter with overhead
 - Using what used to be the deli in cafeteria also used as a storage room
 - Proximity to cafeteria a good place due to exposure to all students
 - Security issues with stock
- 23. Repurpose old cafeteria for culinary program
 - Collaborate with community
 - Lunch for local businesses
 - · Marketing and other groups can work together

Group: PE/Athletics

Attendees:

Barry Merrit

Empsy Thompson

Haley Campbell

- 1. 30-40 students in classroom sometimes combine at same time
 - 90 using gym at one time
- 2. Health room up on 3rd level 30-40
 - No elevator access
 - Carried floor buffer up stairs
 - Floors only mopped regularly
- 3. Strength coach
 - · Large and small weight room
 - Need more range
 - 16 racks in large area
 - 10 racks in small with other equipment
- 4. Restrooms

- Sporting events use up in front
- Rear for locker room
- 5. Both gyms used at once
 - Parking issue -basketball and football
 - Community supportive and don't complain
 - · Emergency an issue to maneuver through congestion
 - Some on campus parking
 - Park everywhere
- 6. Tennis
 - Practice courts
 - Talks of not being there this summer
 - Possibly being moved to soccer fields or MS
- 7. Acoustics appropriate for gyms
- 8. Athletic training side could use more user friendly
 - Front space athleate training room
 - Cold and hot water treatments
 - Storage spread out
 - Tubs not used
- 9. Locker rooms downstairs not ADA without going around
 - · Showers not used
 - Used for storage
 - Kids dont shower
 - Good to have, but not used could be cut in half based on use
 - limited AC
 - Wall mounted
 - Heat is wide open or not
 - CANT CONTROL
 - Newer gym temp good
 - Controlled offsite
 - No control
 - Bars get humid and cant control
 - Press boxes
 - Neither ADFA compliant
 - Grandfather claused
 - Not centered on 50
 - New turf two years ago
 - Field House
 - For all sports
 - Locker rooms outdated
 - Visitor use JV locker room
- 10. Or on buss or sit on baseball field
 - Playoff game TC use AUX gym
 - Opposite end of scoreboard
- 11. Behind bullock into hill
 - · 3 stories entry off
 - Like old Watauga field house
 - Close to visitors
 - 3 locker rooms Varsity, JV and Visitor
 - No restroom at Baseball that meets ADA



- Secondary training space
 - Campus issues
 - Back entry at football
 - People pull out risky because of hill
 - Ticket booth entrance
 - Area of campus that can be used for future use
- Parking lot used for classes and pushing sleds
- Tennis courts used for classes and training
 - More when Cannon was open
 - Use turf field more and that space
 - Cross Country has new trail
- 12. Run all over campus
- 13. Used to run through community

Group: Guidance

Attendees:

Karen Raboin

Garrett Deal

Keri Cauble

- 1. In admin area in entrance to 1952
- 2. Front office a terrible place
- 3. Current central location almost
- 4. Stem is only place far away
- 5. Representation across campus
- 6. Concern away from office
- 7. Convenient to all students
- 8. APs spreadout for coverage
 - Benefit
 - Know where to find them
- 9. Dislike distance to main office when parents come
 - Translater in main office
- 10. Proximity to main office to meet with outside people
- 11. Meet with students check in main office now have to move through buildings
- 12. Idea of new building at quad
 - Parking lot toward road and not in center of campus
- 13. With front office concerns not always be able to be seen but easy to find from
 - Access to students
 - Privacy from anybody walking in
 - Student privacy confidentiality
 - · Not seen from other students
 - Student services department offices private around corner
 - Need conference rooms to meet with parents and teachers together
 - Large 10-12
 - Small 4-6
 - Meet now in office with just students
 - Current office now a good size, but smaller wouldn't work because of size of meetings
 - Desk, couple chairs

- Need a waiting area
 - · Kids standing around waiting
- · Area for students can do work supervised
 - Desk area
- Sitting area, couches and chairs
 - Student desks in area to work
- Mostly what they do is private conversations
 - Carpet floors for acoustics
 - Intimate conversations
 - Sound travel an issue
- Acoustics
 - In room ok
 - Can hear other rooms
- Perfect student services space would look like
- Number of offices with growth will need more spaces
- Will need a social worker for High School
- Area need natural light
- Inviting and warmth
- Feel like you are somewhere else on campus comfort zone
 - Safe place
- · Hot and cold issues issues change with the seasons
 - AC works when on its cold
 - Heat doesn't work well in their area
 - Humid issue warm and sticky
- Storage are of records
- Important clothing closet in office
 - If students need clothes and counselors need to walk back and forth
- Snack area share with office
 - Mini workroom close proximity
- Technology
 - Conf room with monitor to present show to parents
 - Show one screen and not confidential info on other
 - Updated monitors
 - Better printer to print certificates
- Access to Andrew financial secretary
 - Register, financial secretary
 - Mini suite with front office
 - SECOND FLOOR ABOVE
- Create comfort, safe area for students

14. Campus

- Landlocked
- Parking maximized needed
- Student parking crossing street an issue
 - Tough situation
 - Good relationship with church student
- Parking is scary at times
 - Crossing at night or in bad weather
- Traffic doesn't slow down
- Monitor the road



FOCUS GROUPS SUMMARIES Pedestrian sign and lights

- Signage could be better
- Safety
 - Always an issue
 - · Cars now have to get into quad
 - Ability to lock down is a good option
- Campus is nice
 - Need seating and places to go
 - Quad is a beautiful place to have
 - Don't clutter with much
 - Walk students in quad to calm them down
- Good campus as a transition to college
- Looks and history important
- Beautiful campus
- Hope to not have portable

Group: CTE

Attendees:

Ashley Almond Tyler Williams

- 1. In CTE building and in 1952
- 2. Spread out on campus
 - Located where they found space
- 3. Space and equipment and vacancies determine where things go
 - Cap of 20 for class
 - Based on safety cooking labs
- 4. Heating and cooling an issues
 - Mainly cold all the time but occasionally hot
 - Controlled off campus not always on top of the changing conditions
 - Arts building has same issues
 - Humidity in arts building an issue
 - Long breaks air control turned off
 - Paper destroyed by humidity
 - Technology for culinary
 - New monitors
 - Need sound system to give directions over loud machines
 - Need more outlets in classrooms
 - Charge chromebooks
 - Limited
 - Kitchen equipment powered well
 - Food labs love to see more open
 - Need a demo island in middle of space
 - Impossible in tight space to do demo
 - · Cant observe everyone at once or students to see each other
 - Culinary lab everything works well
 - Disposals back up and smell drainage an issue
 - Plumber visits often

- Visibility into culinary lab from classroom
 - Monitors and camera or window between doors
 - Better to have total visability
 - Storage good
 - No deliveries buy and bring in yourself
- Acoustics
 - No issues of sound they have heard
 - Can hear construction lab
- No use of outdoor spaces
 - Construction, band and arts use parking lot
 - Small garden space
 - Would like to expand the space
 - Teacher parking behind arts building
 - Unloading of items for classes
- Being spread out an issue
 - Stem, 200 wing, 1 in basement, 4 in arts building
 - Collaboration and sharing an issue
 - Cross pollination of classes doing projects not easy
 - Diluted identity less of a department as a whole being spread out
 - · Viewed as many smaller groups
 - Classrooms very spread out
- Culinary lab needs a larger monitor to project demonstrations
 - A place where they were all able to see
 - Layout makes it feel like two classrooms
- New curriculum
 - Mini restaurant
 - Turn classroom into classroom
 - Storage for tables and chairs or what restaurant area needs
 - Office space not really used as office
- Campus
 - Parking they park at arts building
 - Staff has long walk
 - Parking to cross street very dangerous
 - Students hit
 - Zome cross at central office 3rd cross walk
- Security
 - Intercoms in arts building do not work!
 - Hear the lock down drills
 - Cant hear intercom in office of 1952 unless doors are open
 - Big safety issues communicated on intercom
- Carry phone from room to room to get communication in culinary, food, classroom
- · All doors are locked have door attendant
 - Doors open to community
 - Community walking around campus
 - Cut through campus to get through neighborhood
 - Access to bus stop out front
- Gate at arts end of campus never locked
 - No gate to arts parking lot
- Congested with bus parking lot and arts



- Bus cleaning in parking lot
- Buses coming and going all day
- APs spread out positive and negative
 - Office, student services, guidance and social workers in different spots
 - Confusing and difficult to find for visitors
 - · Nurse not at office but middle of campus
- Office not easy to find
 - Community come to quad side entry

Group: Exceptional Children

Attendees:

Scott Aldridge, Inclusion / Co-Teaching

Debbie Benfield, ILC

Traci Anderson, ILC

Yolanda Stanback, OCS

Ramona Stanback, OCS

Michael Blum, OCS

Angela Clowney, Inclusion / Co-Teaching

Occupational Course of Study (OCS)

- 1. OCS is in three classrooms in old science building. Location is not inclusive. Used to be on the main hallway.
- 2. Greatest need is for a full-size kitchen for curriculum and to use for full school-based enterprise.
- 3. Have a coffeehouse, do a lot of cooking.
- 4. Teach kids money
- 5. Had 26 kids this year, 32 next year.
- 6. Rooms are used at least three blocks in a day. Not supposed to have more than 12 kids at a time.
- 7. Two of three rooms are ok sized. One too small. Another could be larger for afternoon.
- 8. Kitchen does not need to be culinary arts.
- 9. Need six-burner stove, double oven, sink, dishwasher, refrigerator, two microwaves
- 10. Coffee house goal to make coffees for staff, couple of days a week. Set-up a mini-coffee house.
- 11. Would like to be on the main hall. Open, to be able to see students.
- 12. Storage space. Does not have to be big as a classroom. Walk-in closet. Keep clutter out of rooms.
- 13. With growth, an additional teaching classroom would be needed.
- 14. Do teach children with autism. Need a room for bean bags, special lighting, etc, for de-escalation.

Independent Living Class (ILC)

- 1. Currently have 25 students.
- 2. With population growth, could require an additional classroom. Separate Studies Special Ed. Self-contained setting, living, functional skills.
- 3. Currently located in the arts and voc ed building.
- 4. Building for classrooms is great. Good with general layout.
- 5. 10-12 max students, with wheelchairs, other needs, special designed tables, hammock swings, Therapeutic items for kids needs.
- 6. Lack space for other skills training, such as a den area, change sheets on a bed, what to do during Leisure activities. Need like a lab room for den and bedroom area. Would allow for using kitchens better. A classroom size space would work well.

- 7. Some students have behavior plans. Need a place to take them safely for separation, de-escalation room. Needs to be adjacent and close. Same as autism. 10 x 10 size.
- 8. Could there be a door between two classrooms divided by a wall?
- 9. Rainy days are a problem getting these students to other buildings. Canopies?
- 10. More accessible ramps to the quad across driveways.

Group: Food Service

Attendees:

Anne Treanor - Director of School Nutrition

- Feed all students at no cost, regardless of income. Will not change over the next 5-10 years. Over 55% of students qualify for free and reduced meals. Feeding 80% of population on any given day, breakfast and lunch.
- 2. Community eligibility provision (CEP).
- 3. Need a concept to support that population.
- 4. College and University scramble models to not support our program. Need to get kids thru as quickly as possible.
- 5. 2-3 serving lines, with warmers and refrigeration right behind lines.
- 6. Large walk-in coolers and freezers.
- 7. Make sure café can support wireless point of sales systems.
- 8. Keep the cafeteria open, nice wide space. POS float into the dining room, not separate.
- 9. Barrier for sound for kitchen, but do not close off.
- 10. Cafeteria more part of the school. Open, airy, bright, cheery.
- 11. Dining currently undersized. 300 kids tight.
- 12. Deliveries. Make sure vendors can quickly get in an out. Loading area for direct kitchen access.
- 13. There is a centralized freezer at the elementary school.
- 14. Need enough prep space.
- 15. Provide enough space between kitchen and prep space for people movement.
- 16. Walk-in for roll-in breakfast carts, which are then distributed throughout the school. Ample space to store.
- 17. Place carts in academic building, courtyard.
- 18. Create AL Brown as a central kitchen that supports forest park and two other schools? Need to become more efficient at delivering food. Don't need to staff every single kitchen to operate all functions. Support 30% to 40% of the district. Would require additional storage cooler freezer and walk-in. probably 40%-50% larger kitchen.
- 19. Gaston County has a huge operation for central kitchen.
- 20. Tractor trailers do deliver to the kitchens on a regular basis.
- 21. Dining room that supports different seating arrangements, future innovation.
- 22. Potential to set up future salad bars or other venues. Grab & go concepts. Satellite kitchens.
- 23. Digital menu display.

Group: Media Center

Attendees:

Katie Bogle Susan Monteith



- 1. The media center was built in 1991.
- 2. Received a Cannon grant a few years ago to do some updates to the space. More common area seating. This helps the conversation today.
- 3. Flexible, collaborative spaces research.
- 4. Looked to NC State. They have interactive tech, collaborative spaces, are still books.
- 5. Surveyed students, what format do they choose to read. Majority preferred print book.
- 6. Still a need for shelf space.
- 7. Reference collections have been removed, offered in e-format.
- 8. Pleasure reading of books still needs to be a component of the library. Literacy will be focus of ours going forward.
- 9. Added maker space.
- 10. Hardwood floors, acoustical issues.
- 11. Welcome kids eating food in MC. Have café tables, 35+- kids.
- 12. Computer lab space is the question mark. We are going one-to-one, so do we need desktop computers.
- 13. Do we need more space for IT support? Happens in the tech room. Could the computer lab be that?
- 14. Could spaces be reorganized?
- 15. Could student support office be entrance to tech/IT support.
- 16. Space is generally adequate.

Group: Technology

Attendees:

Stacy Giaccone

Heather Edmonston

- 1. Need to increase capacity of power in classrooms (and spaces in between) throughout the campus.
- 2. Projection TV's are direction district is currently going in the school design.
- 3. One-to-One for devices. Don't rely on computer carts moving forward.
- 4. Have had some crumbling masonry when drilling into walls for TV mounting.
- 5. Physical wiring closets are ok for location. Seem to work well, power ok.
- 6. Stacy is located in the media center but is all over the campus. More central location could be better.
- 7. Cyber campus is where the district office is. That is where devices, equipment, offices are.
- 8. Theater improvements:
 - Need to look at acoustics. A drop ceiling was added in balcony.
 - Need to review sound/lighting booth/controls.
 - Need to review power.
 - · Lighting needs to be improved, house lighting and performance lighting
 - Roof leaks. Just replaced, but there are still leaks.
 - Function of stage, backdrops, rigging, needs an overhaul.
 - System in theater for streaming.
- 9. Currently looking at security cameras throughout the campus.
- 10. Intercom system upgrades.
- 11. All classrooms have wifi access points.

- 12. Need wifi access points in the quad for outdoor learning.
- 13. Tickets for events can be purchased online, so need ability to scan, not use hotspot.
- 14. Need wifi in many places on campus.

Group: Transportation

Attendees:

Garrett Cooperman, Assistant Principal

Officer Harper – SRO

Beryl Torrence - Transportation

- 1. Morning drop-off. Use the parking lot by tennis courts for car rider drop-off. Enter from Rose.
- 2. Busses drop-off in front of the columns. Enter from Rose.
- 3. Use both lanes for entry
- 4. Special ed students come in AL Brown Drive from Denver and drop-off at corner of vocational building to get to ILC programs.
- 5. Late busses drop off at front office.
- 6. Gates to AL Brown Drive are closed off after first bloc.
- 7. Currently have 35 busses, and 5 EC busses.
- 8. Parking for student drivers is across the street, junior lot by central office, senior lot by church.
- 9. Busses are parked at Kannapolis middle school, behind old building.
- 10. Faculty parks across the street or in the lot by Cannon Gym.
- 11. Lot to west of auxiliary gym used for athletic events. Some students, some teachers park there. Spaces go unused.
- 12. Would be ideal if drop-off could be associated with main office entrance. But cannot cause backup onto first street.
- 13. Finance, principal, and SRO park in front of the columns.
- 14. Most students go into the 1952 building, so bus doors need to face that way. Bus riders do not need to be dropped by the main entrance.
- 15. Afternoon busses. Line up along length of AL Brown Way. Used to wrap the courtyard, but there were behavior problems in the courtyard. Like the line-up on AL Brown Way.
- 16. Can be choke points at Rose.
- 17. Would like to get more students to park on campus, faculty across the road.
- 18. 200 student parking passes given out a year.
- 19. Currently 140 staff.
- 20. Improve area at drive by stadium (west of auxiliary gym). Provide handicap accessibility at this location.

Group: Students

Attendees:

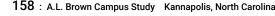
Caniece Hicks, Senior Niya Kerr, Senior



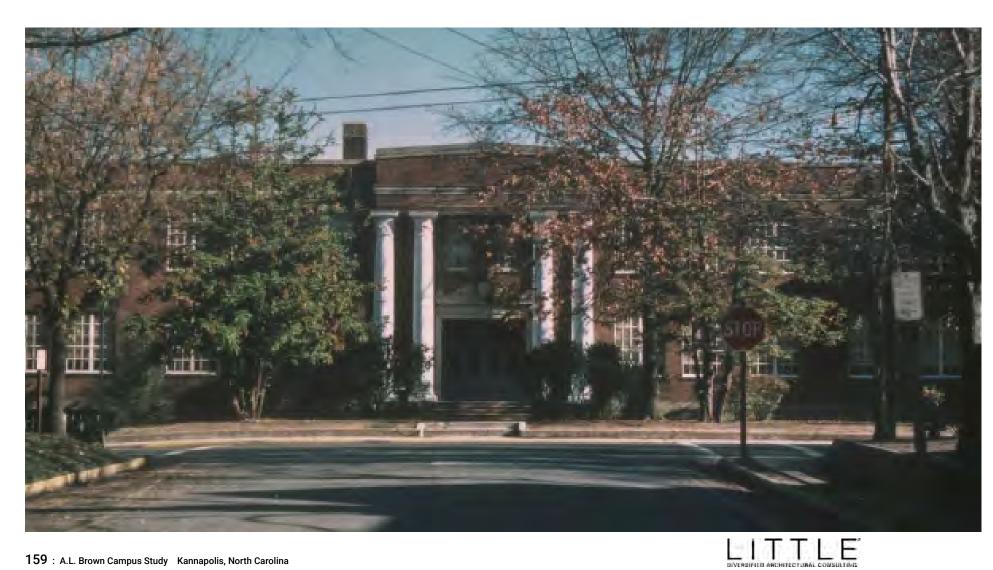
- 1. Lockers
- Remove them no time
- Expand classrooms or corridor
- 2. Mini theater
- 3. Expand black box
- 4. Expand dance room
- Water fountain
- 30-40 students
- 5. Flex spaces
 - Chill out and collaborate
- Students don't have spaces to hang out just walk around
- 6. More garden spaces
- Cant get to it fenced in
- 7. Quad
- Lots of student activity
- Wish we can eat lunch in quad
- 8. Cafeteria too crowded and hot and loud
- Need more time
- 9. Vending options
- More and need to work for quick snack
- Taking money an issue
- 10. Restroom
- Need more and boys and girls at other ends of building
- 11.Pool use at YMCA
- 12. New track other schools complain
- 13. Parking
- New parking
- Buddy up to use car carpool
- Access to building locked side
- Dual sporting events an issue
- 14. Love arts building programs you are in
- 15. Safety hazard students fall down
- Spend lots of time on stairs
- 16. Hallways too small narrow
- Students hang out
- 17. Wish office was in middle and not at far end
- Crossing campus on schedule an issue with bell schedule
- 18. Access to fields walking the hills
- Gym to fields
- 19. Students feel safe with locked doors
- 20. Old classrooms to small
- **English**
- 21. Hot and cold an issue
- Different on each side of hallway
- Basement very bad system
- Not good air circulation
- 22. Arts building
- Cold in morning then heats up later on
- A good dance floor would be nice some spots slippery Marley floor

- 23. Museum Hard to access for public
- Difficult after hours
- 24. Tennis courts not used
- 25. Need better facility for all sports
- Other schools make comments
- 26. Tampon machines in girls bathroom
- 27. Students not allowed in Bell Room
- 28. Only one microwave in cafeteria
- 29. School lunch not good
- Pack whole time
- Don't make food just heat up
- Selection not good
- Concession stand food better than cafeteria
- 30. Vending machines in Bell room and Aux gym
- School could make money
- 31. Quad could be used if tables and places to sit
- Lunch
- Study
- Study hall
- 32. Quad not really used unless for random items
- Students would love to eat outside
- Cafeteria exterior seating weird location
- Sun beating down on you
- 33. KPAC could use a renovation
- Technology improvements
- Difficult to get to the seating area
- Balcony difficult to get to
- 34. Technology
- Wifi not good and no student access
- No cell service downstairs weak on campus
- Intercom doesn't work in arts building
- Classroom doors need open to hear intercom
- Restricted access
- TV in cafeteria
- 35. Outlets
- More to charge chrome books
- 36. Dance and dressing rooms lack outlets
- 37. Bell if you win
- 38. Better desks and seats
- The connected ones not flexible
- Larger students done fit







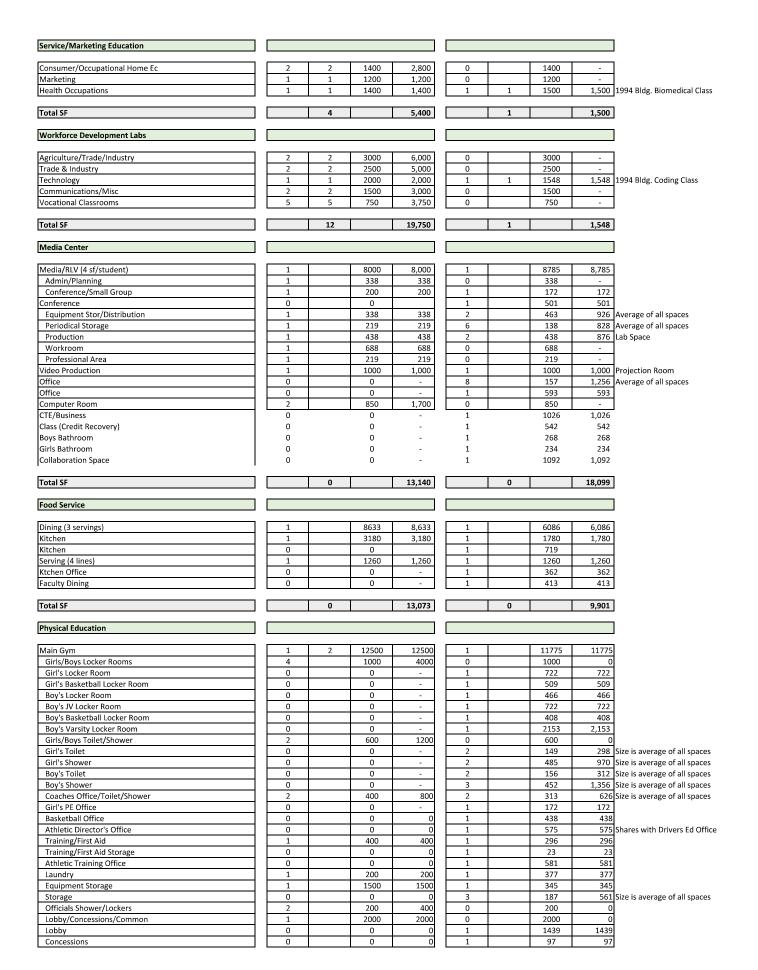


DISCOVER: SPACE PROGRAM

SPACE PROGRAM

			I DIOW	/11 113					
	NCDPI (2016) 2000 Students/2500 Core		AL Brown HS Existing Spaces 1650 Students]			
Space	Qty.	Tch Stat	Area	Total SF	Qty.	Tch Stat	Avg. Area	Total SF	Remarks
Classrooms]
English	17	17	850	14,450	11	11	626	6.886	1952 Bldg. Size is average of all spaces
English	0	0	0		1	1	676		1994 Bldg.
Foreign Language	6	6	850	5,100	4	4	857		STEM Bldg. Size is average of all spaces
Social Studies	13	13	850	11,050	5	5	773		1952 Bldg. Size is average of all spaces
Social Studies	0	0	0	-	4	4	785		1956 Bldg. Size is average of all spaces
Social Studies	0	0	0	- 10.750	5	5	1136		1994 Bldg. Size is average of all spaces
Math	15 0	15 0	850 0	12,750	3	3	678 915		1952 Bldg. Size is average of all spaces 1956 Bldg.
Math	0	0	0	-	5	5	1393		1994 Bldg.
Physical Science	4	4	1200	4,800	3	3	1025		Named Health Sciences in STEM Bldg.
Biology	6	6	1200	7,200	6	6	1253		Named Science Lab in STEM Bldg.
Chemistry	4	4	1500	6,000	4	4	1200	4,800	Named Science Lab in STEM Bldg.
Physics	2	2	1200	2,400	2	2	1200	2,400	Named Science Lab in STEM Bldg.
Other Science	1	1	1200	1,200	0		0	-	
Prep Rooms Math & Science Computer Lab	8	1	250 850	2,000	6		433	2,598	STEM Bldg.
Business	0	1	0	850	2	2	1241	2,482	-
Foods	0		0	-	1	1	912	912	†
Independent Living Center	0		0	-	3	-	1100	3,300	†
JROTC	0		0	-	1		1171	1,171	1
JROTC Office	0		0	-	1		390	390]
Kitchen Space	0		0	-	1		858	858]
Shooting Range	0		0	-	1		1488	1,488	_
Total SF		6	59	67800		6	60	67,070]
Resource/Exceptional]
-		_	1			-	1		٦
Resource Rooms	8	_	450	3,600	4		200		1956 & Vocational Bldg.
Exceptional S/C Inst. Kitchen & Toilets	2		1200 200	2,400 400	0	-	0	-	4
In-School Suspension	1		750	750	2	2	508	1 016	Named 2nd Chance in 1952 Bldg.
EC Conference Suite	0		0	-	1	-	192	192	Trained 211d chance in 1992 Blug.
EC Office	0		0	-	3		66	198	In 1952+1956 Bldg.
Total SF		0		7,150		2		2,206]
Arts Education]
Visual Arts	2	2	1400	2,800	1		2030	2,030	7
Art Storage/Kiln	2		200	400	0		200	-	1
Instrumental Music	1	1	2100	2,100	1		3568	3,568	1
Practice	0		0		4		60	240	
Ensemble/Practice	1		300	300	1		280	280	
Band Uniforms	1	_	400	400	3		250 409	750	Average of all spaces
Instrument Storage String Instrument Storage	1		400 150	400 150	0	+	150	409	+
Band/Choral Office/Workroom	1		250	250	9		200	1,800	†
Band Storage/Library	1		150	150	1		279	279	
Library	0		0	-	2		165	330]
Vocal Music	1	1	1200	1,200	0		1200	-	<u>]</u>
Vocal Music Storage	1		200	200	0		200	-	
Dance/Drama Classrooms	2	2	1800	3,600	0		2067	-	_
Boys Bathroom	0		0	-	3		230 860	690 860	
Bible History Class Black Box Theater	0 0		0 0	-	1 1		2528	2,528	
Drafting	0		0	-	1		882	882	
Woodshop	0		0	-	1		2757	2,757	
Total SF		6		11,950		0		17,403]
Business/Office Education]
Typing/Keyboarding	3	3	1200	3,600	0		1200	_	1
Computer Applications	2	2	1200	2,400	0	1	1200	-	1
Business/Office Education	1	1	1000	1,000	1	1	1330		1994 Bldg.
Business/Office Education	0	0	0	-	2	2	1241		STEM Bldg.
Faculty Office/Storage	1		250	250	0		250	-	J
Total SF		6		7,250		3		3,812]

Al Brown HS





SPACE PROGRAM

									Ī
Auxiliary Gym	1		6500	6500	0		6500	0	
Weight Room	1		1600	1600	0		1600	0	
Wrestling Room	1		2000	2000	0		2000	0	
Health/PE Classrooms	2	2	750	1500	0		750	0	
		1							1
Total SF		4		34,600		0		25,221	
									1
Auditorium/Theatre									
									1
Seating (600)	1		5400	5,400	1		11769	11,769	
Stage/Dressing/Storage	1		4000	4,000	1		0		incl. in Seating
Lobby	1		1200	1,200	1		5279	5,279	
Balcony	0		0	-	1		5202	5,202	
Control Room	0		0	-	1		391	391	
Projection Room	0		0	-	1		305	305	
		1							1
Total SF		0		10,600		0		22,946	
									1
Administration									
									1
Principal	1		250	250	1		201	201	
Assistant Principal	4		150	600	1		138		Size is average of all spaces
Reception	1		500	500	1		541		STEM Bldg
Principal Waiting Area	0		0	-	1		227	227	
Secretary	2		150	300	0		150	-	
SIMS	1		200	200	1		213		Data Manager
Attendance	1		120	120	1		116		Registrar
Health	1		200	200	1		135		Nurse Office.No Restroom in existing
Office Workroom	1		338	338	1		604		Mail Room/Staff Supply
Conference	1		250	250	1		259		Open room
Records	1		238	238	1		170	170	
Office Storage	1		150	150	0		150	-	
Bookkeeping	1		120	120	1		229	229	Financial Secretary
Resourse Officer	1		150	150	0		150	-	
Total SF		0		3,416		0		2,833	
	-								
Guidance									
									_
Secretary/Information Center	1		1000	1,000	1		711	711	
Conference/Testing	1		250	250	0		250	-	
Conference/Testing Counselor Offices	1 5		250 150	250 750	0 5		250 142	- 710	Size is average of all spaces
Conference/Testing Counselor Offices Vocational Counselor	1 5 1		250 150 150	250 750 150	0 5 1		250 142 84	- 710	Size is average of all spaces Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services	1 5 1		250 150 150 200	250 750 150 200	0 5 1 0		250 142 84 200	- 710 84 -	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices	1 5 1 1		250 150 150 200 1000	250 750 150 200 1,000	0 5 1 0		250 142 84 200 1000	- 710 84 - -	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services	1 5 1		250 150 150 200	250 750 150 200	0 5 1 0		250 142 84 200	- 710 84 -	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office	1 5 1 1		250 150 150 200 1000	250 750 150 200 1,000	0 5 1 0		250 142 84 200 1000	- 710 84 - - 248	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices	1 5 1 1	0	250 150 150 200 1000	250 750 150 200 1,000	0 5 1 0	0	250 142 84 200 1000	- 710 84 - -	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF	1 5 1 1	0	250 150 150 200 1000	250 750 150 200 1,000	0 5 1 0	0	250 142 84 200 1000	- 710 84 - - 248	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office	1 5 1 1	0	250 150 150 200 1000	250 750 150 200 1,000	0 5 1 0	0	250 142 84 200 1000	- 710 84 - - 248	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support	1 5 1 1 0	0	250 150 150 200 1000 0	250 750 150 200 1,000 -	0 5 1 0 0	0	250 142 84 200 1000 248	- 710 84 - - 248 1,753	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms	1 5 1 1 1 0	0	250 150 150 200 1000 0	250 750 150 200 1,000 - 3,350	0 5 1 0 0 1	0	250 142 84 200 1000	- 710 84 - - 248 1,753	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s)	1 5 1 1 1 0	0	250 150 150 200 1000 0	250 750 150 200 1,000 - - 3,350	0 5 1 0 0 1	0	250 142 84 200 1000 248	- 710 84 - - 248 1,753	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices	1 5 1 1 0	0	250 150 150 200 1000 0	250 750 150 200 1,000 - - 3,350 1,350 900 1,000	0 5 1 0 0 1	0	250 142 84 200 1000 248 169	- 710 84 - - 248 1,753 507 - 1,500	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room	1 5 1 1 0 0	0	250 150 150 200 1000 0	250 750 150 200 1,000 - 3,350 1,350 900 1,000	0 5 1 0 0 1	0	250 142 84 200 1000 248 169 750 903	- 710 84 - - 248 1,753 507 - 1,500 903	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices	1 5 1 1 0	0	250 150 150 200 1000 0	250 750 150 200 1,000 - - 3,350 1,350 900 1,000	0 5 1 0 0 1	0	250 142 84 200 1000 248 169	- 710 84 - - 248 1,753 507 - 1,500	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/ltinerant Offices Bell Room/Conference Room Staff Kitchen	1 5 1 1 0 0		250 150 150 200 1000 0	250 750 150 200 1,000 - 3,350 1,350 900 1,000 -	0 5 1 0 0 1		250 142 84 200 1000 248 169 750 903	- 710 84 - - 248 1,753 507 - 1,500 903 239	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/itinerant Offices Bell Room/Conference Room	1 5 1 1 0 0	0	250 150 150 200 1000 0	250 750 150 200 1,000 - 3,350 1,350 900 1,000	0 5 1 0 0 1	0	250 142 84 200 1000 248 169 750 903	- 710 84 - - 248 1,753 507 - 1,500 903	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen	1 5 1 1 0 0		250 150 150 200 1000 0	250 750 150 200 1,000 - 3,350 1,350 900 1,000 -	0 5 1 0 0 1		250 142 84 200 1000 248 169 750 903	- 710 84 - - 248 1,753 507 - 1,500 903 239	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen	1 5 1 1 0 0		250 150 150 200 1000 0	250 750 150 200 1,000 - 3,350 1,350 900 1,000 -	0 5 1 0 0 1		250 142 84 200 1000 248 169 750 903	- 710 84 - - 248 1,753 507 - 1,500 903 239	•
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/ltinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage	1 5 1 1 0 0		250 150 150 200 1000 0	250 750 150 200 1,000 - 3,350 3,350 1,350 900 1,000 - -	0 5 1 0 0 1		250 142 84 200 1000 248 169 750 903 239	- 710 84 - - 248 1,753 507 - 1,500 903 239	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage	1 5 1 1 0 0		250 150 150 200 1000 0 0 1350 900 100 0	250 750 150 200 1,000 - 3,350 3,350 1,350 900 1,000 - - 3,250	0 5 1 0 0 1		250 142 84 200 1000 248 169 750 903 239	- 710 84 - 248 1,753 507 - 1,500 903 239 3,149	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/ltinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage	1 5 1 1 0 0		250 150 150 200 1000 0	250 750 150 200 1,000 - 3,350 3,350 1,350 900 1,000 - -	0 5 1 0 0 1		250 142 84 200 1000 248 169 750 903 239	- 710 84 - 248 1,753 507 - 1,500 903 239 3,149	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage	1 5 1 1 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0	250 750 150 200 1,000 - - 3,350 900 1,000 - - 3,250	0 5 1 0 0 1	0	250 142 84 200 1000 248 169 750 903 239	- 710 84 248 1,753 507 - 1,500 903 239 3,149	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage	1 5 1 1 0 0		250 150 150 200 1000 0 0 1350 900 100 0	250 750 150 200 1,000 - 3,350 3,350 1,350 900 1,000 - - 3,250	0 5 1 0 0 1		250 142 84 200 1000 248 169 750 903 239	- 710 84 - 248 1,753 507 - 1,500 903 239 3,149	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage	1 5 1 1 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0	250 750 150 200 1,000 - - 3,350 900 1,000 - - 3,250	0 5 1 0 0 1	0	250 142 84 200 1000 248 169 750 903 239	- 710 84 248 1,753 507 - 1,500 903 239 3,149	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage	1 5 1 1 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0	250 750 150 200 1,000 - - 3,350 900 1,000 - - 3,250	0 5 1 0 0 1	0	250 142 84 200 1000 248 169 750 903 239	- 710 84 248 1,753 507 - 1,500 903 239 3,149	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces	1 1 1 0 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1	0	250 150 150 200 1000 0 0 1350 900 100 0 0	250 750 150 200 1,000 - 3,350 3,350 1,350 900 1,000 - - 3,250	0 5 1 0 0 1	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces Kannapolis History Museum	1 5 1 1 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0	250 750 150 200 1,000 - - 3,350 900 1,000 - - 3,250	0 5 1 0 0 1 1	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 - 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces Kannapolis History Museum Kannapolis History Museum Kannapolis History Museum	1 1 1 0 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1	0	250 150 150 200 1000 0 0 1350 900 100 0 0	250 750 150 200 1,000 - 3,350 900 1,000 - - 3,250 1,425 1,525	3 0 1 1 2 1 1 1	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 - 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces Kannapolis History Museum Kannapolis History Museum Storage	1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0 0 1425 1525	250 750 150 200 1,000 - 3,350 3,350 1,350 900 1,000 - - 3,250	3 0 0 1 1 2 1 1 2 1 1 2	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449 778 1,134 96	Career Development Coordinator Size is average of all spaces Campus Storage
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces Kannapolis History Museum Kannapolis History Museum	1 1 1 0 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1	0	250 150 150 200 1000 0 0 1350 900 100 0 0	250 750 150 200 1,000 - 3,350 900 1,000 - - 3,250 1,425 1,525	3 0 1 1 2 1 1 1	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449 778 1,134 96	Career Development Coordinator
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces Kannapolis History Museum Kannapolis History Museum Storage	1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0 0 1425 1525	250 750 150 200 1,000 - - 3,350 900 1,000 - - - 3,250 1,425 1,525 2,950	3 0 0 1 1 2 1 1 2 1 1 2	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449 778 1,134 96 2,898	Career Development Coordinator Size is average of all spaces Campus Storage
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces Kannapolis History Museum Kannapolis History Museum Storage	1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0 0 1425 1525	250 750 150 200 1,000 - 3,350 900 1,000 - - 3,250 1,425 1,525	3 0 0 1 1 2 1 1 2 1 1 2	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449 778 1,134 96	Career Development Coordinator Size is average of all spaces Campus Storage
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces Kannapolis History Museum Kannapolis History Museum Storage	1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0 0 1425 1525	250 750 150 200 1,000 - - 3,350 900 1,000 - - - 3,250 1,425 1,525 2,950	3 0 0 1 1 2 1 1 2 1 1 2	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449 778 1,134 96 2,898	Career Development Coordinator Size is average of all spaces Campus Storage
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces Kannapolis History Museum Kannapolis History Museum Storage Storage Total SF Total SF	1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0 0 1425 1525	250 750 150 200 1,000 - - 3,350 900 1,000 - - 3,250 1,425 1,525 2,950	3 0 0 1 1 2 1 1 2 1 1 2	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449 778 1,134 96 2,898 4,906	Career Development Coordinator Size is average of all spaces Campus Storage
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage General Storage Kannapolis History Museum Kannapolis History Museum Storage Storage Total SF Subtotal of Program Space	1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0 0 1425 1525	250 750 150 200 1,000 - - 3,350 900 1,000 - - - 3,250 1,425 1,525 2,950	3 0 0 1 1 2 1 1 2 1 1 2	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449 778 1,134 96 2,898 4,906	Career Development Coordinator Size is average of all spaces Campus Storage Average of Voc. Building
Conference/Testing Counselor Offices Vocational Counselor Other Student Services Student Offices Yearbook Office Total SF Staff Support Teacher Office/Workrooms Teacher Lounge(s) Floating/Itinerant Offices Bell Room/Conference Room Staff Kitchen Total SF Storage Book Storage General Storage Total SF Other Spaces Kannapolis History Museum Kannapolis History Museum Storage Storage Storage Total SF	1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0	250 150 150 200 1000 0 0 1350 900 100 0 0 1425 1525	250 750 150 200 1,000 - - 3,350 900 1,000 - - 3,250 1,425 1,525 2,950	3 0 0 1 1 2 1 1 2 1 1 2	0	250 142 84 200 1000 248 169 750 903 239 126 3197	- 710 84 248 1,753 507 - 1,500 903 239 3,149 252 3,197 3,449 778 1,134 96 2,898 4,906	Career Development Coordinator Size is average of all spaces Campus Storage







CREATE: PLANNING STUDY OPTIONS

OPTION A

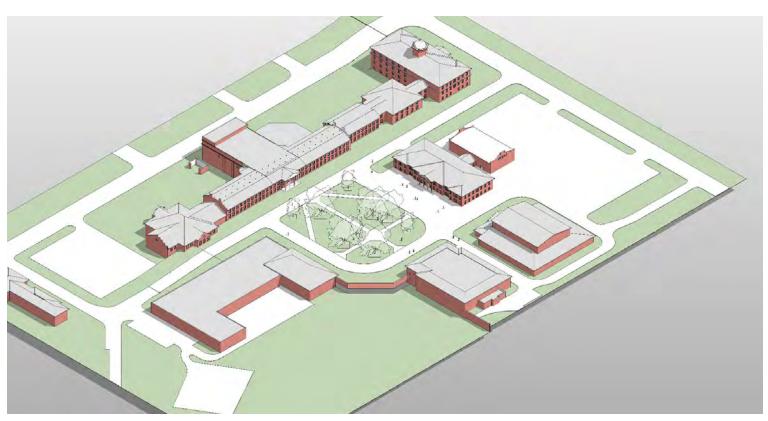






OPTION B







OPTION C









iiiiiiiiii THIS REPORT IS SUBMITTED BY: Little 615 South College Street Suite 1600 Charlotte, North Carolina 28202 704.525.6350

AL BROWN HS CAMPUS STUDY



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: 08/22/22

SUBJECT: Sole-Source Stanley Convergent

Rowan County Sheriff Office uses Stanley Convergent Security Solutions for maintenance and monitoring at the Rowan County Sheriff Office. Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

- 1. Performance or price competition for a product are not available;
- 2. A needed product is available from only one source of supply; or
- 3. Standardization or compatibility is the overriding consideration

Attached is support Agreement from Stanley Convergent.

Board of Commissioners authorize the County Manger to purchase a maintenance agreement with Stanley Convergent Security Solutions for monitoring and maintenance at the Sheriff Office not to exceed \$11,066.40.

ATTACHMENTS:

DescriptionUpload DateTypeAgreement8/3/2022Cover Memo



Stanley Convergent Security Solutions, Inc. STANLEY. 8350 Sunlight Drive Fishers,Indiana 46037

recurring services invoice 73 /(9



FED ID # 20-1044950 / DUNS # 00-115-2461

BILL TO: ROWAN CO SATELLITE JAIL ATTN LT J A MILEM 232 N MAIN ST SALISBURY NC 28144-4343

	Page 1 of 1
BILLING ACCOUNT NO:	30056563
PAYMENT TERMS:	Net 30
INVOICE NO:	6002489829
INVOICE DATE	05-26-22
INVOICE DUE DATE:	06-25-22
TOTAL INVOICE AMOUNT: 11	841.06 USD

PLEASE REMIT TO: STANLEY CONVERGENT SECURITY SOLUTIONS, INC. DEPT. CH 10651 PALATINE, IL 60055

Provider of

SONITROL

Products and Services

	DESCRIPTION OF SERVICE	PERIOD OF SERVICE	РО	AMOUNT	SA	LES TAX	TOTAL
# 10787759	MAINTENANCE CHARGES	07/01/2022 -		11,066	3.40	774.66	11,841.06
ROWAN CO		06/30/2023					
ATELLI <u>TE</u> JAIL	WONTOKING CHARGES	00/30/2023					
400 GRACE							
CHURCH RD		'				i	
SALISBURY						-	1
NC		•					
28147-9689							
20141-0000	1						
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FOR INQUIRIES: +	3178296161 <i>EMAIL</i> : Mani	sha.Joshi@sbdinc.com		SI	JB TOTAL		11,066.40 U
				SA	LES TAX	_	774.66 US
					TOTAL	}	11,841.06 U



SAVE TIME AND MONEY WITH OUR FREE E-BILLING SERVICE Choose from two easy ways to receive your invoices: email or invoice Gateway, our secure online site. With invoice Gateway, you are notified by email wheninvoices are posted. You can search, sort, view, print, download, and print your bills on this site. With email delivery, your invoices are sent once per day and you get an exact replica of your paper bill. Contact us at +13178296161 and get set up today!

CUT HERE AND RETURN BOTTOM PORTION WITH PAYMENT. RETAIN UPPER PORTION FOR YOUR RECORDS.

		REMITTANCE
	ľ	ACCOUNT NO: 30056563
_		INVOICE NO: 6002489829
	Account Information Changes - Please write changes on back o	invoice date: 05-26-22
	Auto Pay Enrollment - Please complete form on back of cover p	page INVOICE DUE DATE 06-25-22
		TOTAL INVOICE AMOUNT: USD 11,841.06 USD
		AMOUNT ENCLOSED:
	ROWAN CO SATELLITE JAIL ATTN LT J A MILEM 232 N MAIN ST SALISBURY NC 28144-4343	Send Payment To: STANLEY CONVERGENT SECURITY SOLUTIONS, INC. DEPT. CH 10651 PALATINE, IL 60055







John Skowronski
President of Sales & Operations
STANLEY Security

Dear Valued Customer,

Thank you for continuing to put your trust in STANLEY Security. We are honored to have your business and we take great pride in serving you. In an effort to be transparent with our customers, we are writing to provide notice of a pricing update that STANLEY Security will be implementing.

Over the course of the last 18 months, we have seen a significant shift in global supply chain material availability and regional labor market costs. With proactive measures throughout the pandemic, we were able to effectively mitigate the impact to our customers. However, as many in the industry navigate the effects of rising costs, we recognize the continued increases in certain key areas have become more than we can offset alone.

You may experience a price escalation for the period of service starting January 1, 2022. This increase will allow STANLEY Security to continue to operate at the highest level and to provide the customer experience you deserve.

On behalf of STANLEY Security, I would like to thank you for your continuous support. As an industry leader in service and innovative solutions, we're committed to helping you build a healthier and safer environment. We will continue to work to offset as many future cost pressures as possible through initiatives and management of our supply base.

You have our continued commitment to deliver quality products and services for our customers every day. As always, if you have any questions, you can reach us via the contact on your invoice or at CustomerExperience@sbdinc.com.

Thank you for your understanding and the opportunity to serve,

John-Skowronski President of Sales & Operations



STANLEY. Stanley Convergent Security Solutions, Inc. 8350 Sunlight Road Suite 200 Fishers, IN 46037



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ROWAN CO SATELLITE JAIL ATTN LT J A MILEM 232 N MAIN ST SALISBURY NC 28144-4343

YOUR BILL(S) ARE ATTACHED

TO VIEW ONLINE GO TO: http://stanleycss.billtrust.com USE THIS ENROLLMENT TOKEN: RLB PHL XQX ENROLL WITH THIS ACCOUNT #:



In certain markets Sonitrol Products and Services are offered exclusively by authorized Franchises.

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ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director

DATE: 08/15/2022

SUBJECT: FY22 Equitable Sharing Agreement and Certification

Please see attached FY22 Equitable Sharing Agreement and Certification.

Board of Commissioners to approve and authorize the County Manager and Sheriff to sign the FY22 Equitable Sharing Agreement and Certificiation.

ATTACHMENTS:

DescriptionUpload DateTypeReport8/4/2022Backup Material

OMB Number 1123-0011 Expires: December 31, 2024



Equitable Sharing Agreement and Certification



Type: Sheriff's Office

NCIC/ORI/Tracking Number: NC0800000 Agency Name: Rowan County Sheriff's Office

Mailing Address: 130 W. Innes Street Salisbury, NC 28144

Agency Finance Contact Name: Bumgarner, Anna Phone: 704-216-8174

Email: anna.bumgarner@rowancountync.gov

Jurisdiction Finance Contact Name: Bumgarner, Anna Phone: (704)216-8174

Email:anna.bumgarner@rowancountync.gov

ESAC Preparer Name: Bevis, Lisa Phone: 704-216-8162

Email: lisa.bevis@rowancountync.gov

FY End Date: 06/30/2022 Agency FY 2023 Budget: \$187,778,660.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$44,230.10	\$54,317.99
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$20,908.00
5	Interest Income	\$442.30	\$647.72
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$442.30	\$21,555.72
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$44,672.40	\$75,873.71

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA ²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
а	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
С	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
е	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
T	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Date Printed: 08/03/2022 Page 1 of 5

Equitable Sharing Funds	Received From Other	er Agencies		
Transferring Agency Nan	1е		Justice Funds	Treasury Funds
Other Income	į			
Other Income Type			Justice Funds	Treasury Funds
Other-Insurance Proceeds	& Sale of Vehicles			\$20,908.00
Matching Grants				
Matching Grant Name			Justice Funds	Treasury Funds
Transfers to Other Partici	nating Law Enforces	ment Agencies	:	
Receiving Agency Name	pating Law Emolicer	nent Agencies	Justice Funds	Treasury Funds
Redefining Agency Nume				1
Support of Community-Ba	ased Programs			
Recipient			Justice Funds	
Non-Categorized Expendi	tures			
Description			Justice Funds	Treasury Funds
Salaries				
Salary Type			Justice Funds	Treasury Funds
Civil Rights Cases				
Name of the Case			Type of Discrimination Allege	d
DJ# 204-54M-75	Race	Color	☐National Origin	Gender
	☑ Disability	☐ Age	Other:	
	Pap	erwork Red	uction Act Notice	
valid OMB control number, you to complete. The estim	. We try to create acco nated average time to or suggestions for ma	urate and easily complete this faking this form s	o respond to a collection of inforn y understood forms that impose to form is 30 minutes. If you have co simpler, please write to the Mone n, DC 20005.	he least possible burden on omments regarding the
		Privacy	Act Notice	

Single Audit Information

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in

accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as

amended by subsequent publications.

Date Printed: 08/03/2022 Page 2 of 5

Independent Auditor Name: Thompson, Tonya

Company: Martin Starnes & Associates, CPA, P.A.

Phone: 828-327-2727 Email: TThompson@MSA.CPA

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES X NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 16115420211

Date Printed: 08/03/2022 Page 3 of 5

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

- **1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.
- 2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.
- **3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.
- **4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.
- **5.** Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Date Printed: 08/03/2022 Page 4 of 5

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

- **7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.
- **8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

	ivii itigiito ottoo					
During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?						
☑ Ye	es U No					
Agency Head						
Name: Auten, Kevin L. Title: Sheriff Email: kevin.auten@rowancountync.gov						
Signature:	Date:					
To the best of my knowledge and belief, the information provided on Enforcement Agency Head whose name appears above. Entry of the subsequent updates, and the Code of Federal Regulations, including and procedures.	e Agency Head name above indicates his/her agree	ement to abide by the Guide, any				
Governing Body Head						
Name: Church, Aaron Title: County Manager Email: aaron.church@rowancountync.gov						
Signature:	Date:					
To the best of my knowledge and belief, the Agency's current fiscal y whose name appears above certifies that the agency's budget has no Governing Body Head name above indicates his/her agreement to all the Code of Federal Regulations.	not been supplanted as a result of receiving equitable	le sharing funds. Entry of the				
I certify that I have obtained approval from and I a Governing Body Head.	am authorized to submit this form on beha	alf of the Agency Head and the				

Date Printed: 08/03/2022 Page 5 of 5

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director

DATE: 08-04-22

SUBJECT: Revisions to Policy 9.21

Attached are revisions to Policy 9.21 Drug and Alcohol Testing Policy for DOT-Regulated Employees. These revisions were requested by the North Carolina Department of Transportation. The revisions include underlining of text that was already approved by the Board on 08-01-22, plus required Attachment A.

Please approve the attached revisions to Policy 9.21.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Policy Revisions	8/4/2022	Backup Material
Attachment A	8/4/2022	Backup Material

Revised Policy 9.21 Drug and Alcohol Testing Policy for DOT-Regulated Employees

A. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full-time or part-time) at Rowan Transit who are regulated by the Department of Transportation when performing safety sensitive duties. A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

B. PURPOSE

- 1. The Rowan Transit System (RTS) serves all of Rowan County outside of the City of Salisbury's Urban Transit System. RTS is a non-emergency public and paratransit services for the residents of Rowan County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, RTS declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2. Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3. Any provisions set forth in this policy that are included under the sole authority of RTS and **are not** provided under the authority of the abovenamed Federal regulations are underlined. Tests conducted under the sole

- authority of RTS will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.
- 4. It is the policy of the County to maintain an alcohol and drug free workplace to help ensure a safe, healthy, and productive drug-free work environment for County employees and others on County property, to protect County property, and to ensure efficient operations. The County has zero tolerance for the use of alcohol, illegal substances, prescription medications not prescribed to the employee, or the misuse of legally prescribed medications during work hours or the presence of these substances in the body during work hours regardless of when consumed.

C. DEFINITIONS

- 1. *Accident*: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:
 - a) An individual is killed or dies due to injuries sustained
 - b) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
 - c) One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.
- 2. Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.
- 3. *Alcohol*: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.
- 4. *Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.
- 5. *Aliquot:* A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.
- 6. *Canceled Test*: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.
- 7. Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

- 8. *Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.
- 9. Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).
- 10. Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.
- 11. DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.
- 12. *Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.
- 13. *Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.
- 14. Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.
- 15. *Initial Drug Test:* (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
- 16. *Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid
- 17. *Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

- 18. *Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.
- 19. *Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.
- 20. *Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.
- 21. *Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.
- 22. *Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.
- 23. *Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.
- 24. *Non-negative test result:* A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.
- 25. Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.
- 26. *Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.
- 27. *Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.
- 28. *Prohibited drug:* Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.
- 29. *Reconfirmed*: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

- 30. *Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.
- 31. Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.
- 32. Safety-sensitive functions: Employee duties identified as:
 - a) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
 - b) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
 - c) Maintaining a revenue service vehicle or equipment used in revenue service.
 - d) Controlling the movement of a revenue service vehicle and
 - e) Carrying a firearm for security purposes.
- 33. *Split Specimen Collection:* A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).
- 34. Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.
- 35. Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.
- 36. Test Refusal: The following are considered a refusal to test if the employee:
 - a) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
 - e) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
 - f) Fail or decline to take a second test as directed by the collector or the employer for drug testing.

- g) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- h) Fail to cooperate with any part of the testing process.
- i) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- j) Possess or wear a prosthetic or other device used to tamper with the collection process.
- k) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- 1) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- m) Fail to remain readily available following an accident.
- n) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 37. *Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.
- 38. *Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).
- 39. *Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.
- 40. *Validity testing*: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1. Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2. All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

1. Prohibited substances addressed by this policy include the following.

- a) Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.
- b) Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty. It is the policy of Rowan County to maintain an alcohol and drug free workplace to help ensure a safe, healthy, and productive drug-free work environment for County employees and others on County property, to protect County property, and to ensure efficient operations. The County has zero tolerance for the use of alcohol, illegal substances, prescription medications not prescribed to the employee, or the misuse of legally prescribed medications during work hours or the presence of these substances in the body during work hours regardless of when consumed.
- 2. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Risk Manager.
- 3. <u>Prescription or Over-The-Counter Drug Requirements for Safety-Sensitive Employees</u>
 - a) In the interest of protecting employees and others, safety-sensitive employees must make sure that any prescribed drug or any combination of drugs being taken will not adversely impact their ability to perform assigned duties. The prescribing physician must approve the medications to ensure that the employee's job duties can be performed safely. This approval must be reported to the Risk Manager. Employees

- can obtain a Medication Approval Form from Risk Management. This form must be returned to Risk Management within seven (7) days from the date of return to work or from the start of taking the medication(s), whichever is earlier. If an employee or supervisor has any questions, the employee should contact the Risk Manager.
- b) Employees will be provided a copy of their job description for their treating physician and must additionally explain their job duties in depth to their doctor and ensure that use of prescribed medications will not pose a safety risk to themselves, other employees, or the general public.
- c) If the employee's use of prescription or non-prescription drugs has endangered the employee, other employees or the public, or has contributed to an accident, the employee may be subject to discipline, up to and including dismissal in accordance with 10.4 Employee Discipline.
- d) <u>Side Effects Employees who experience side effects or do not feel fit</u> for duty, regardless of medications or previous approvals, must consult their personal physician and immediately refrain from performing hazardous activities, including driving and working with machinery.
- e) Confidentiality of Records and Verification. Medication approval forms will be kept in the employee's confidential medical file located in Human Resources. Compliance with HIPPA regulations will be adhered to at all times.
- f) Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1. Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3. RTS shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.

- a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7. Rowan County, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8. Consistent with the Drug-free Workplace Act of 1988, all RTS employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the RTS management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

- 1. Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2. A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Rowan County authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3. All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with RTS. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

- 1. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2. The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3. The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to RTS. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5. Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the

same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. RTS will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Rowan County will seek reimbursement for the split sample test from the employee.

- 6. If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7. The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

8. Observed collections

- a) Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to RTS that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to RTS that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
 - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
 - v. The temperature on the original specimen was out of range;
 - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
 - vii. All follow-up-tests; or
 - viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

- 1. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2. A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3. RTS affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4. The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1. All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - a) All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not

- be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
- b) An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- c) If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d) When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e) If a pre-employment test is canceled, will require the applicant to take and pass another pre-employment drug test.
- f) In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h) Applicants are required (even if ultimately not hired) to provide RTS with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. RTS is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide RTS proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1. All RTS FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Rowan County authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2. Employees Suspected of Being Impaired:
 - a) An employee who suspects that a co-employee may be under the influence of a substance which impairs performance should immediately notify his or her supervisor or some other member of management in order that the employee suspected of being impaired can be observed and evaluated by management and, if possible, medical personnel. For further information regarding Reasonable Cause or Suspicion Testing, refer to 9.15 Drug and Alcohol Policy. For reasonable suspicion the Transit and Human Resources Directors shall both be called immediately and the employee placed on administrative leave pending disciplinary action described in Section Q of this policy. No employee should place themselves and/or others into a situation which could endanger the physical safety of those present. Rowan County shall be responsible for transporting the employee to the test site. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and will be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
 - b) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the individual who made the observation. This written record shall be submitted to the Transit Director.
 - c) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Rowan County

shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the County. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

- 1. FATAL ACCIDENTS A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- 2. NON-FATAL ACCIDENTS A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b) One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- 3. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.
- 4. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
- 5. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within

- 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- 6. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- 7. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- 8. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 9. In the rare event that RTS is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), RTS may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.
- 2. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the normal work day.
- 3. The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at https://www.transportation.gov/odapc/random-testing-rates.
- 4. Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5. Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under RTS authority.
- 6. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before,

during, or just after the performance of a safety sensitive duty. <u>However, under Rowan County authority</u>, a non-DOT random alcohol test may be <u>performed any time the covered employee is on duty</u>. Testing can occur during the beginning, middle, or end of an employee's shift.

7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Rowan County will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

- 1. Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.
- 2. In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

1. Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse

- Professionals (SAP) for assessment, <u>and shall subject that employee to immediate termination of employment in accordance with 10.4 Employee Discipline.</u>
- 2. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3. Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and an act of insubordination. Therefore, refusal to test shall subject that employee to immediate termination in accordance with 10.4 Employee Discipline. Terminate employees shall receive a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:
 - a) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
 - e) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
 - f) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
 - g) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h) Fail to cooperate with any part of the testing process.
 - i) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
 - j) Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k) Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - 1) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m) Fail to remain readily available following an accident.
 - n) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

- 4. An alcohol test result of ≥0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5. <u>In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:</u>
 - a) Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b) Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from RTS employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Rowan County and will be performed using non-DOT testing forms.
 - c) Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
 - d) A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - e) Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - f) A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Rowan County.
 - g) A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6. An employee must notify Human Resources of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction. Violation of this policy and/or alcohol or controlled substance-impaired behavior on the job shall be deemed

unacceptable personal conduct which shall be cause for disciplinary action up to and including immediate termination in accordance with 10.4 Employee Discipline.

7. An employee shall notify the Director and/or Operations Manager if charged off the job for driving while impaired (DWI) or driving under the influence (DUI) or for the use, sale, or possession of a controlled dangerous substance within forty-eight (48) hours. The Human Resources Director and/or Risk Manager, will investigate the incident with the Transit Director and determine disciplinary action up to and including immediate termination in accordance with 10.4 Employee Discipline.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Rowan County and RTS are <u>dedicated to assuring fair and equitable application of this substance abuse policy</u>. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any <u>supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.</u>

T. INFORMATION DISCLOSURE

- 1. Drug/alcohol testing records shall be maintained by the RTS Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6. Records will be released to the National Transportation Safety Board during an accident investigation.
- 7. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of

- competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9. Records will be released if requested by a Federal, state or local safety agency with regulatory authority over RTS or the employee.
- 10. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy	was adopted by the Rowan County Board of Commissioners on -
Name:	Greg Edds, Chairman Rowan County Board of Commissioners
Signature:	
Date:	

Attachment A

JOB TITLE	DUTIES	TESTING AUTHORITY
Driver	Operates RTS vechiles	FTA
Dispatcher	Dispatching, scheduling, operates vechiles	FTA
Safety& Training Officer	Training, safety, Operates RTS vechiles	FTA
Driver	Operates RTS vechiles	FTA
Operations Manager*	Manages operations, scheduling, mangement of RTS group Clients, administrative	Rowan County
Accountant*	Grants, budget, accounting, payroll, administration	Rowan County
Director*	TAC, BOC, grants, budget, enforcement, human resources	Rowan County

^{*} Position is not designated as safety sensitive. Do not operate RTS vehicles/transport passengers.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director

DATE: 8/4/2022

SUBJECT: Request for Public Hearing FY24 Transit Grant Funding

The North Carolina Public Transportation Division is now accepting Transportation Program applications for fiscal year 2024. The BOC is the only official applicant for these funds and in that capacity Rowan County is required to hold a Public Hearing prior to the application deadline of October 7. 2022.

Hold a Public Hearing on the FY24 Transportation grant applications at the regularly scheduled September 6, 2022 board meeting at 3:00pm.

ATTACHMENTS:

DescriptionUpload DateTypeMemo Requesting Public Hearing for FY24
Transit Grant Funding8/4/2022Cover Memo



TO: Rowan County Board of Commissioners FROM: Valerie Steele, Airport and Transit Director

DATE: 8/15/2022

SUBJECT: Requesting Public Hearing

FY'24 - 5311 Community Transportation Grant [CTP]

FY'24 - 5310 Elderly and Disabled Transportation Assistance Program Grant (Rural) FY'24 - 5310 Elderly and Disabled Transportation Assistance Program Grant (Urban)

FY'24 - Combined Capital Grant

The North Carolina Public Transportation Division is now accepting Transportation Program applications for fiscal year 2024. The BOC is the only official applicant for these funds and in that capacity Rowan County is required to hold a Public Hearing prior to the application deadline of October 7, 2022.

5311 - Community Transportation Program [CTP] application will secure 85% grant support for RTS administrative costs. In conjunction with submitting these budgets Rowan County must also execute agreements on multiple Federal and State certifications and assurances.

5310 – (State / Rural) Enhanced Mobility of Seniors and Individuals with Disabilities Program application will provide rural operating funds in support of continued service to Rowan Vocational Opportunities, Trinity Living Center and increasing demand for dialysis transportation. No county match is required.

5310 – (Federal / Urban) Enhanced Mobility of Seniors and Individuals with Disabilities Program – City of Concord

Application will provide urban operating funds in support of preventative maintenance of Rowan Transit System vehicles and other qualifying capital expenses. This grant requires 20% local County match.

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

The purpose of the public hearing is to allow residents of the community the opportunity to comment on Rowan County transportation needs and grant applications. This step requests the Board of Commissioners to publish a public notice in the newspaper that gives the date, time, and place for a public hearing. It is a requirement that the Public Hearing Notice provide a minimum of seven (7) calendar days notice and a maximum of fourteen (14) calendar days notice between the time the notice is published and the actual public hearing date.

<u>ACTION STEP</u>: Request for the Board of Commissioners to hold a Public Hearing on the FY'2024 Transportation applications at the regularly scheduled September 6, 2022 board meeting at 3:00pm.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director Grants Admin/Govt Rel.; Major John Sifford, Sheriff's Office

DATE: 8/5/2022

SUBJECT: Request Approval to Sign Supporting Documents for Local Law Enforcement Block

Grant

The Sheriff's Office is applying for a 2022 Local Law Enforcement Block Grant, which requires submitting supplemental documents:

- Employment Eligibility Verification Certification
- Lobbying, Debarment, Suspension Certification
- Confidentiality Certification

These are standard documents required of most federal and state grant applications.

Recommendation: Approve the County Manager to sign the required supporting documents for 2022 Local Law Enforcement Block Grant.

ATTACHMENTS:

Description	Upload Date	Type
Employment Eligibility Verification Certification	8/5/2022	Cover Memo
Lobbying, Debarment, Suspension Certification	8/5/2022	Cover Memo
Confidentiality Certification	8/5/2022	Cover Memo



Employment Eligibility Verification Certification

On behalf of this Subrecipient, and in support of this grant agreement, I hereby certify that, as part of the hiring and contracting processes, the employment eligibility of all individuals that are currently hired and/or contracted (or will be hired) and funded (in whole or in part) with grant funds awarded from the N.C. Governor's Crime Commission, has been verified (or will be verified) consistent with the provisions of 8 U.S.C. §1324a(a)(1) and (2).

I furthermore certify that:

- a. All persons, who are or will be involved in activities under this award, have been notified or will be notified of both (1) the requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. § 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- b. As part of the recordkeeping for this award (including pursuant to 2 CFR §200 Uniform Requirements), records are maintained and will be maintained of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
- c. For purposes of satisfying the requirement of verification of employment eligibility, our agency may also choose to participate in and use, E-Verify (www.e-verify.gov). An appropriate person, authorized to act on behalf of our agency, may use E-Verify (and will subsequently follow the proper E-Verify procedures, including those procedures related to a "Tentative Nonconfirmation" or a "Final Non-confirmation") to confirm employment eligibility for all individuals that are currently hired and/or contracted (or will be hired and/or contracted) and funded (in whole or in part) with grant award funds.
- d. I understand that these records may be monitored by the federal awarding agency and/or GCC at any time and will retain copies of the records in accordance with federal record retention requirements.

Project Name		Project Number
Agency		
Authorizing Official Signature	Printed Name	Date
Financial Officer Signature	Printed Name	Date
Project Director Signature	Printed Name	Date

GCC - 110 Rev. 1/14/21

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall 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 subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be 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—

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(GRANTEES WHO ARE INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620— A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and		
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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federa	al Action:	3. Report Type:	
a. contract	a. bid/c	offer/application	a. initial filing	
b. grant	b. initial award		b. material change	
c. cooperative agreement	c. post-	-award	For Material	Change Only:
d. loan			year	quarter
e. loan guarantee			date of las	st report
f. loan insurance				
4. Name and Address of Reportin	g Entity:	5. If Reporting En	tity in No. 4 is a S	ubawardee, Enter Name
☐ Prime ☐ Subawardee			Prime:	
Tier	, if known:			
	•			
Congressional District, if known	1:	Congressional	District, if known:	
6. Federal Department/Agency:			m Name/Description	on:
		CFDA Number,	if applicable:	
8. Federal Action Number, if know	n:	9. Award Amount	, if known:	
		\$		
10. a. Name and Address of Lobb	vina Pogistrant	<u> </u>	forming Corvices	(including address if
(if individual, last name, first i		different from N	_	(including address ii
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		(last riaille, ills	i Hairie, IVII).	
A Information requested through this form is suthering	ad by title 31 IISC coation	0: /		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.		Signature:		
		Print Name:		
		Titlo:		
		l elephone No.:		Date:
Federal Use Only:				Authorized for Local Reproduction
i edelai Ose Olliy.				Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DPS Governor's Crime Commission

N.C. Governor's Crime Commission

Acknowledgement of Compliance with the Confidentiality and Privacy Provisions

Under the program rules at 28 CFR 94.115 of the Victims of Crime Act, Section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C 13925(b)(2), and 42 U.S.C 5676 Section 299E of the Juvenile Justice and Delinquency Prevention Act, subgrantees are required to meet the following terms in regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from the Office of Justice programs acknowledge that that they are required to comply with these provisions, and will create and maintain documentation of compliance, such as policies and procedures for the release of victim information.

- (A) In general: In order to ensure the safety of juveniles, crime victims, and adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.
- (B) Nondisclosure: Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—
 - (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
 - (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

- (C) Release: If release of information described in subparagraph (B) is compelled by statutory or court mandate—
 - (i) grantees and subgrantees shall make reasonable attempts to provide notice to persons affected by the disclosure of information; and
 - (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(CI) Information sharing:

- (i) Grantees and subgrantees may share—
 - (I) <u>nonpersonally</u> identifying data in the aggregate regarding services to their clients and <u>nonpersonally</u> identifying demographic information in order to be compliant with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;

- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (ii) In no circumstances may—
 - (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
 - (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.
- (E) **Statutorily mandated reports of abuse or neglect:** Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.
- (F) **Oversight:** Nothing in this paragraph shall prevent the Governor's Crime Commission from disclosing grant activities authorized through this award to the members of the Governor's Crime Commission and other staff of the Governor's Crime Commission. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.
- (G) Confidentiality assessment and assurances: Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Rowan County Sheriff's Office - Blo	ock Grant	PROJ015610
Project Name		Project Number
Rowan County Sheriff's Office		
Agency		
	Aaron Church	
Signature, Authorizing Official	Authorizing Official (Print Name)	Date
	John Sifford	
Signature, Project Director	Project Director (Print Name)	Date

GCC - 105 Rev. 8/28/19

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church

DATE: August 5, 2022

SUBJECT: Centralina Workforce Development Consortium

ATTACHMENTS:

Description Upload Date Type

Letter To Remain in CWD Consortium 8/5/2022 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

August 1, 2022

Geraldine Gardner, Executive Director, Centralina Regional Council David Hollars, Executive Director, Centralina Workforce Development Board

Re: Affirming Letter from Rowan County

To whom it may concern:

On behalf of the Rowan County Board of Commissioners, I would like to express our interest in remaining in the Centralina Workforce Development Consortium for the remainder of the current period July 1 2019 to June 30, 2023.

Sincerely,

Greg Edds Chairman Rowan County Board of Commissioners

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director Grants Admin/Govt Rel.; Bob Pendergrass, Animal Svcs.

Director

DATE: 8/5/2022

SUBJECT: Request Approval to Submit Amendment Proposal for Animal Services Grant Agreement

Rowan County Nature Center and Wildlife Adventures received a grant from the NC Department of Natural and Cultural Resources, approved by the Board on 1/19/2021.

<u>Proposed Amendments:</u>

- The existing Scope of Work (Attachment A) shall be deleted and replaced in its entirety with Revised Attachment A.
- The existing Line Item Budget and Budget Narrative (Attachment B) shall be deleted and replaced with Revised Attachment B.

All other terms and conditions shall remain in effect for the duration of the Agreement.

Recommendation: Approve the proposed amendment to be submitted to the granting agency, NC Department of Natural and Cultural Resources.

ATTACHMENTS:

Description Upload Date Type

Rowan Nature Center Proposed
Amendments
8/5/2022
Cover Memo

AMENDMENT #1 Grant Contract

This Agreement amends the Grant Contract bearing the effective date of *July 1, 2021* between the DEPARTMENT OF NATURAL AND CULTURAL RESOURCES ("AGENCY") and the Rowan County Nature Center and Wildlife Adventures (the "Grantee") (referred to collectively as the "Parties").

As provided for under the terms of this Agreement, the Parties agree to amend the following provisions of the Grant Contract:

FIRST: The existing Scope of Works, Attachment A shall be deleted and replaced in its entirety with the following: **Revised Attachment A**

SECOND: The existing Line Item Budget and Budget Narrative, Attachment B, shall be deleted and replaced with the following: **Revised Attachment B**

All other terms and conditions as set forth in the original Grant Contract shall remain in effect for the duration of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Attachment A Scope of Work

Rowan Wild Proposed Budget 7/1/2021-9/30/2022

1. Goal- Maintain two part time educational staff to assist in programming year-round and in summer camps program @ \$10.51/hour x 1998 hours. This is to provide more hands-on educational programs and day camps, increase availability of programming to more individuals.

Measurable method- record overall attendance and participant response surveys to programs that will include satisfaction surveys and input for future programming.

2. Goal- To enhance and expand our program offerings with programming supplies and equipment for classroom and field studies. And also, to provide funding for staff training and development in order to offer new types of programming with better take-aways by participants.

Measurable method- record use of equipment and materials in programming and include questions in surveys to determine participant satisfaction. Non-expendable items of equipment will become a permanent part of our resource offering and be used in all future programming as well.

3. Exhibits and Facilities Expansion., Maintenance, and Improvements-

Goal- To improve and expand existing exhibits and facilities with new components, upgrades, and build new outdoor and indoor exhibits as budget allows. To make necessary aesthetic and functional upgrades to current animal exhibits/habitats and facilities; with upgraded signage, more interpretive educational experience provided to casual visitors. The overall goal is for improvements to attract new visitation and provide better messaging to more people.

Measurable method - Record improvements in graphical format for record and survey visitors of satisfaction. These items will be a permanent part of or educational opportunity for visitors.

Attachment B Line Item Budget and Narrative

1. Educational Staffing- \$12,600

Maintain part time educational staff to assist in programming year-round and in summer camps program @ \$10.51/hour x 1998 hours.

2. Educational Supplies and Equipment and program advertising- \$8,400

To enhance and expand our program offerings with programming supplies and equipment for classroom and field studies.

3. Exhibits and Facilities Expansion., Maintenance, and Improvements- \$54,000

To improve existing exhibits and facilities with new components and build new outdoor and indoor exhibits as budget allows.

Overall budget -\$75,000

Revised Attachment A

Scope of Work

ROWAN WILD PROPOSED BUDGET 07/01/2021-06/30/2022

1. Goal- Maintain time educational staff to assist in programming year-round and in summer camps program @ \$10.51/hour x 1998 hours. This is to provide more hands-on educational programs and day camps, increase availability of programming to more individuals.

Measurable method- record overall attendance and participant response surveys to programs that will include satisfaction surveys and input for future programming.

2. Goal- To enhance and expand our program offerings with programming supplies and equipment for classroom and field studies. And also, to provide funding for staff training and development in order to offer new types of programming with better take-aways by participants.

Measurable method- record use of equipment and materials in programming and include questions in surveys to determine participant satisfaction. Non-expendable items of equipment will become a permanent part of our resource offering and be used in all future programming as well.

3. Exhibits and Facilities Expansion., Maintenance, and Improvements-

Goal- To improve and expand existing exhibits and facilities with new components, upgrades, and build new outdoor and indoor exhibits as budget allows. To make necessary aesthetic and functional upgrades to current animal exhibits/habitats and facilities; with upgraded signage, more interpretive educational experience provided to casual visitors. The overall goal is for improvements to attract new visitation and provide better messaging to more people.

Measurable method - Record improvements in graphical format for record and survey visitors of satisfaction. These items will be a permanent part of or educational opportunity for visitors.

Revised Attachment B Line Item Budget and Narrative

- Educational Staffing- \$42,600
 Maintain part time educational staff to assist in programming year-round and in summer camps program.
- 2. Educational Supplies and Equipment and program advertising- \$8,400

To enhance and expand our program offerings with programming supplies and equipment for classroom and field studies.

3. Exhibits and Facilities Expansion., Maintenance, and Improvements- \$24,000

To improve existing exhibits and facilities with new components and build new outdoor and indoor exhibits as budget allows.

Overall budget -\$75,000

Rowan County Nature Center	
Signature of Authorizing Official	Date
Printed Name	
Title	
Name of Fiscal Agent of the Rowan County Nature Center (if using one):	
Signature of Authorizing Official	Date
Printed Name	27 66 60
Title	
[CORPORATE SEAL] – (optional)	
North Carolina Department of Natural and Cultural Resources	
Jeff Michael, Deputy Secretary	Date

Date

In Witness whereof, the Grantee and the Agency have executed this Amendment in duplicate originals, with one original being retained by each Party

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: August 5, 2022

SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

DescriptionUpload DateTypeJUNE 2022 VTS REFUNDS8/5/2022Cover MemoJULY 2022 TAX REFUNDS8/5/2022Cover Memo

	JUNE 20	022 VTS	REFUNI	os				
TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	TRANS#	REFUND
BARBER, JOHN REGINALD	100 EMERSON LN APT 201		SALISBURY	NC	28147	Vehicle Sold	250934694	60.59
BRADY, BURL HENDERLITE	200 STONEWALL RD		SALISBURY	NC	28144	Vehicle Sold	250934718	492.03
BRYAN, SYLVIA CORRELL	5735 MT HOPE CHURCH RD		SALISBURY	NC	28146	Incomplete Doc	167289810	85.82
BURGESS, JEFFERY SCOTT	2700 BRADY AVE		KANNAPOLIS	NC	28083	Tag Surrender	250602678	549.60
CABARRUS COUNTY TAX OFFICE	PO BOX 707		CONCORD	NC	28026	Other Errors	249544890	428.17
CABARRUS COUNTY TAX OFFICE	PO BOX 707		CONCORD	NC	28026	Other Errors	251025777	109.84
CAROLINA TELCOM INC	525 WHITE CRANE RD		SALISBURY	NC	28146	Vehicle Sold	166518814	8.82
CRAWFORD, GEORGE JOSEPH	PO BOX 3232		SALISBURY	NC	28145	Vehicle Totalled	335344308	12.07
CROOK, JEFFREY ALAN	280 HONEYSUCKLE LN		SALISBURY	NC	28146	Vehicle Sold	167685176	111.03
DANNER, ANNA MAY	1075 FOSTER RD		CLEVELAND	NC	27013	Vehicle Sold	167685202	1.79
DAYVAULT, RYAN GREGORY	1322 N CANNON BLVD		KANNAPOLIS	NC	28083	Over Assessment	249898971	3.86
DAYVAULT, RYAN GREGORY	1322 N CANNON BLVD		KANNAPOLIS	NC	28083	Over Assessment	249898974	57.94
DISHMAN, RONNIE LANE	267 FOX MOUNTAIN RD		STATESVILLE	NC	28625	Situs error	250291695	85.60
DUNHAM, STEVEN MICHAEL	298 MARGARET CT		CHINA GROVE	NC	28023	Vehicle Sold	166518808	66.75
FOWLER, SARA THOMASON	316 SAINT JOHNS DR		SALISBURY	NC	28144	Vehicle Sold	167421712	12.29
FULK, WESLEY LANE	1350 LEGION CLUB RD		SALISBURY	NC	28146	Vehicle Sold	167685184	13.83
GOUGE, LARRY DEAN	1099 N LILAC LN		SALISBURY	NC	28147	Vehicle Sold	167685080	19.79
GOUGE, MARY JO	1099 N LILAC LN		SALISBURY	NC	28147	Vehicle Sold	167685084	18.88
GUADALUPE, LEONARDA ALTAGRACIA	207 PHILLIP DR		SALISBURY	NC	28146	Vehicle Sold	167289800	86.00
HEILIG, GARRETT JACOB	402 OAK BROOK DR		SALISBURY	NC	28146	Vehicle Sold	250934724	173.19
HOUSEHOLDER, ELDEN SAMUEL	1075 HEATHERDALE DR		SALISBURY	NC	28146	Vehicle Sold	167875134	71.81
HOWARD, ETHAN TOM	1470 PATTERSON RD		SALISBURY	NC	28147	Vehicle Sold	166659652	77.12
ISENHOUR, DAVID CAIN	PO BOX 1893		SALISBURY	NC	28145	Vehicle Sold	251669895	7.12
JOHNSON, CAROLINE ELIZABETH	230 WILLOW BEND LN		CHINA GROVE	NC	28023	Vehicle Sold	166518826	53.83
KIRK, AMY CHESNUT	1063 JASMINE CIR		SALISBURY	NC	28147	Vehicle Sold	167685146	34.84
LAMBERT, GAYNELL LEAZER	187 JAMES ACRES LN		ROCKWELL	NC	28138	Vehicle Totalled	167685158	13.34
LAWRENCE, YASMINE SHANIESE	300 ACADEMY ST	APT 52	CLEVELAND	NC	27013	Vehicle Sold	250934754	31.63
LEAVITT, MARY THERESA-SCHNEIDER	1940 CANNON STREET EXT		ROCKWELL	NC	28138	SLVG or RBLT TTL	167350448	16.82
LINK, ROBERT MICHAEL	222 KINGS BRIDGE RD		SALISBURY	NC	28144	Vehicle Totalled	249544206	159.83
MARTINEZ ARZATE, DAVID GUSTAVO	1260 MAJOLICA RD		SALISBURY	NC	28147	Tag Surrender	251244192	11.73
MCEWEN, WILLIAM PRICE	2175 ENON CHURCH RD		SALISBURY	NC	28147	Vehicle Sold	166518818	88.72
MINTON, JOHN PAUL JR	310 E BANK ST		SALISBURY	NC	28144	Vehicle Sold	251526858	424.49
MITCHELL, KEVIN EDWARD	218 MALLARDS WAY		ROCKWELL	NC	28138	Vehicle Sold	166518800	92.61

Sonia Farnell Jax Collector

						TOTAL:	\$ 6,867.72
ZIRT, DAVID WOLF	428 LAUREL VALLEY WAY	SALISBURY	NC	28144	Vehicle Sold	249989481	209.00
WB ENTERPRISE LLC	1330 GIN RD	GOLD HILL	NC	_	Vehicle Sold	166659650	13.31
WALLER, SHELIA DIXON	675 GRACE CHURCH RD	SALISBURY	NC	- Indiana in the second of	Vehicle Sold	167289794	291.53
WAGNER, PATRICIA LYNN	135 GREENBRIER CREEK PL	SALISBURY	NC		Vehicle Sold	167685154	19.77
WACHSMANN, CASSIA NICOLE	3980 OLD BEATTY FORD RD	CHINA GROVE	NC	-	Vehicle Sold	167289842	165.64
TUTWILER, RICKY LEROY	1630 RIVER RD	RICHFIELD	NC	28137	Vehicle Totalled	167289784	220.13
TIPTON, JUSTIN MATTHEW	819 LINCOLNTON RD	SALISBURY	NC	28144	Vehicle Sold	249778233	89.89
THOMPSON, ALISHA MARTIN	312 N ROWAN AVE	SPENCER	NC	28159	Vehicle Sold	167351074	79.79
STIREWALT, TYSON LEE	4365 JACK BROWN RD	SALISBURY	NC	28147	Over Assessment	166599052	43.58
SIPE, MICHAEL ANDREW	1711 SAWTOOTH CT	LANDIS	NC	28088	Vehicle Sold	249778215	167.74
SHERRILL, DONNA RAE	110 OAKVIEW DR	SALISBURY	NC	28146	Vehicle Sold	250934757	21.39
SHERRILL, DONALD RAY	110 OAKVIEW DR	SALISBURY	NC	28146	Vehicle Sold	250934688	10.94
RUGGIERO, KIMBERLY ANN	218 DAVIS FARM DR	SALISBURY	NC	28147	Vehicle Sold	167685132	87.91
RITCHIE, TRISHA PEELER	609 N MAIN ST	LANDIS	NC	28088	Vehicle Sold	251132796	46.07
REDDEN, PATRICIA HALL	PO BOX 736	MOUNT ULLA	NC	28125	Vehicle Sold	166659648	24.10
REAVIS, MICHAEL GRAY	5735 MOUNT HOPE CHURCH RD	SALISBURY	NC	28146	Vehicle Sold	167289806	43.60
REAVIS, MICHAEL GRAY	5735 MOUNT HOPE CHURCH RD	SALISBURY	NC	28146	Vehicle Sold	167289802	4.87
RCTC 149 260	402 N MAIN ST	SALISBURY	NC	28144	Vehicle Sold	249989448	138.15
POWERHOUSE RECYCLING INC	220 RYAN PATRICK DR	SALISBURY	NC	28147	Exempt Property	250602759	1,410.91
PEREIRA, DIANA ELSIE GUADALUPE	405 SKYLINE DR	SALISBURY	NC	28146	Tag Surrender	250291899	211.80
NGUNZA, PAULA ANTONIO	502 FERNDALE DR	SALISBURY	NC	28147	Vehicle Sold	249778209	67.40
MOORE, BILLIE C	811 HIDDEN CREEK CIR	SALISBURY	NC	28147	Vehicle Sold	250934739	18.42

Tonya Parnell Jax Collector

		JULY 2022 TAX		The state of the last					
TAXPAYER NAME I	TAXPAYER NAME 2	ADDRESS 1	ADDRESS 2	CITY	STATE	20 10 10 10 10 10 10 10 10 10 10 10 10 10	SITUS	100000000000000000000000000000000000000	REFUND
AST PLEASE INVESTMENT GROUP, LLC	Walter Street	4527 £ 925T 5T		TULSA	OK	74137	230 E RYDER AVE	106.013	68.
15T PLEASE INVESTMENT GROUP, LLC		4527 E 9157 ST		TULSA	OK	74137	0.5 CHAPEL ST	106 014	6.1
(& S ENTERPRISE		1820 POWELL RD	C/O GLENN N SCHENK	WOODLEAF	NC	27054-9656	1850 POWELL RD	705 015	5.3
DRIVE LP		11 LAWTON IN		SALISBURY	NC	THE RESERVE THE PERSON NAMED IN	1819 E INNES ST	163679	24.3
W & SONS CONSTRUCTION LLC		1010 WILL BLACK RD	_	SAUSBURY	NC	28147-6798	1010 WILL BLACK RD	163689	2.6
ICM123 LLC		5918 S EUDORA ST		CENTENNIAL	00	man and the contract of the co	103 CRAWFORD 51	018 116	6.5
NDAMS ALLYN DELANG IR & WF		PO 80X 434		FAITH	NC	28041-0434	157 STONE MILL CIR	4050110	10.3
ADAMS JOHN 5		286 RIVERSIDE DR		PORT REPUBLIC	NJ	08241-9766	2226 KENWOOD DR	2450256	10.3
ADAMS MARY ANN ROBBINS		320 JACOBS DR	_	SALISBURY	NC	78144-9464	D JACOBS DR	320C157	1.7
ADAMS MARY ANN ROBBINS		320 JACOBS DR		SALISBURY	NC.	28144-9464	0 IACOBS DR	320C227	13
ADAMS MARY ANN ROBBINS		320 JACORS DR		SALISBURY	NC	COCCUPATION AND AND ASSESSED.	U WOODLEAF BARBER RD	254 014	5.3
ADAMS MARY ANN ROBBINS		320 IACOBS DR		SAUSBURY	NC	28144-9464	D WOODLEAF BARBER RD	820 046	1.7
ADAMS MARY ANN BOBBINS		920 JACOBS DR		SALISBURY	NC	28144-9464	320 IACOBS DR	320C147	27.4
ADAMS PERFORMANCE		501 PERFORMANCE RD		MOORESVILLE	NC.	28115-9594	501 PERFORMANCE RD	239 056	57.2
ADAMS PERFORMANCE INC		501 PERFORMANCE RD		MOORESVILLE	NC	28115-9594	501 PERFORMANCE RD	163718	30.9
ADAMS RALPH ANDERSON & WF		2305 MCGILL ST	_	KANNAPOLIS	NC	28081	2305 MCGILL ST	2458107A	12.9
ADKINS CARTER PA		129 N MAIN ST		SALISBURY	NO	28144	0 N ENOCHVILLE AVE	245 317	2.6
ADKINS FREDERICK THOMAS		270 MARION BROWN TRL		SALISBURY	NC.	28146-5016	PERSONAL PROPERTY	981936	1.3
ADVANTAGE TITLE LLC		137 MAIN 51		BAY ST LOUIS	MS	39520	305 GRANT ST	026 320	133.3
AGIOS NIKOLAOS LLC		231 FAITH RD		SALISBURY	NC	28145	231 FAITH RD	163771	11.8
AGNEW RICHARD L & WF		113 PRESTWICK CT		SALISBURY	NC	THE PROPERTY AND PARTY AND ADDRESS OF THE PART	113 PRESTWICK CT	0587473	33.9
ALSHIE STANLEY F		1060 CAMP RD		SALISBURY	NC	28147-9231	PERSONAL PROPERTY	982132	2.0
ATA FAMILY PROPERTIES LLC		20028 KNOX RD		CORNELIUS	NC	28031-6268	2211 BROOKVIEW AVE	160 085	15.2
AIQO NOBEL		2711 CENTERVILLE RD STE 400		WILMINGTON	D€	19808	200 LUMBER ST	018 00501	7.3
ALBANESE ADAM MICHAEL		18011 BONITA NATIONAL BLVD #913		BONITA SPRINGS	FL.	34135	0 MODRESVILLE RD	235 126	6.3
ALCO PROPERTY GROUP ILC		1620 S MARTIN LUTHER KING IR AVE	STE 103	SALISBURY	NC.	THE RESERVE OF THE PERSON NAMED IN	1620 S MARTIN LUTHER KING JR AVE	017A006	25.5
N,CO PROPERTY GROUP LLC		1620 S MARTIN LUTHER KING IR AVE SUITE 103	SYE'S	SAUSBURY	NC.	28144-5594	1620 S MARTIN LLITHER KING IR AVE	017A008	25:5
ALEXANDER STEVEN TODO & WF		5104 DLD CONCORD RD		SALISBURY	NC.	28146-1327	5184 OLD CONCORD RD	4118131	3.5
ALEXANDER W ALLRED DMD PLLC		268 BROAD ST		ROCKWELL	NC	28138-8896	208 BROAD ST	163810	17.0
ALLEN JASON PHILLIP		G30 PALMER RD		BOCKWELL	NO	28138-8577	630 PALMER RD	3650065	113.4
ALLEN RANDY LEL 8: WF		128 ALLEGHANY DR		SALISBURY	NC.	28147-7229	128 ALLEGHANY DR	319C127	5.2
ALLEN ROBERT BERNARD		540 STONER MORGAN RD		SALISBURY	NC	28146-1499	S40 STONER MORGAN RD	6501006	16.9
ALLISON AMY R		131 OUTCH CREEK RD		ROCKWELL.	NC	28138-9707	0 DUTCH CREEK RD	376A041	2.8
ALLISON AMY II		131 OUTCH CREEK RD		ROCKWELL	MC.	28138-9707	131 DUTCH CREEK RD	375A040	27.1
ALLRED STEPHEN EARL		377S POTNECK RD		WOODLEAF	NC	27054-0000	3775 POTNECK RD	809 044	20.7
ALS OF NORTH CAROLINA LLC		502 KLUMAC RD		SALISBURY:	NC	28144-6730	502 KLUMAC RD	175737	69.9
ALSTON JAMES M		PO 80X 551		GRANITE QUARRY	NC	28072-0551	DS OAKST	351 041	1.1
ALTIZER JAMES W		7034 BLAKENEY GREENS BLVD		CHARLOTTE	NC	28277-5656	926 SCALES ST	011 163	20:2
ALTIZER JAMES WITTEN		7034 BLAKENEY GREENS BLVD		CHARLOTTE	NC	28277-5656	200 MITCHELL AVE	014 449	54.5
ALTIZER JAMES WITTEN.		7034 BLAXENEY GREENS BLVD		CHARLOTTE	NC	28277-5656	400 MITCHELL AV	013 333	30.3
AMAT MAURICID R		15820 CENTENNIAL FOREST DR		HUNTERSVILLE	NC	28078-4671	330 GLENN AVE	1481018	25.4
AMD CONSTRUCTIONS SERVICES LLC		13036 EASTFIELD STE 200-263		HUNTERSVILLE	NC	28078	O PINE HILL DR	6090032	4.2
AMERICAN TRUCK PARKING INC		7100 TOXAWAY LN		CHARLOTTE	NC	28269-2460	O PEELER RO	408 086	17.2
AMOS NICOLE		PO 80X 545		FAITH	NC	28041	O FRALEY ST	420 273	23.3
AMOS NICOLE		PO BOX 545		FAITH	NC	28041	O FRALEY ST	420 038	69.9
AMROCK LLC NORTH CAROLINA		662 WOODWARD AVE		DETROIT	188	48226	703 S BOSTIAN ST	103 111	1,359,7
ANDERSON DENTAL GROUP		1819 EINNES ST		SALISBURY	NC	28146-6122	1819 E INNES ST STE 2	163887	10.6
ANDREW M ADAMS PA		129 WEST TRADE STREET SUITE 1525		CHARLOTTE	NC	28202	129 5 ELLIS ST	010 020	3,730.1
ANDREW M ADAMS PA	TRUST ACCOUNT	129 WEST TRADE ST STE 1525		CHARLOTTE	NC	28202	1925 HEILIG 8D	402 029	108.8
ANDREW M ADAMS PA		129 WEST TRADE ST STE 1525		CHARLOTTE	NC	28202	220 W CHURCH ST	101.201	15.6
APONTE KOSEPH & WF		1065 WESTCHESTER DR		KANNAPQUS	NC	28081-7714	106S WESTCHESTER DR	2494028	11.0
APPENHEIMER KATIE MICHELLE		392 RIDDLE FOREST LN		SALISBURY	NC	28146-7602	392 RIDDLE FOREST LN	624 032	21.3
ARCH TECH OF NORTH CAROLIN INC		PO 80X 670		ROCKWELL	NC		670 HOLSHOUSER RO	163930	14.7
ARCHIE LARRY WAYNE		316 E TAYLOR ST		LANDIS	NC	28088-1168	125 MCWOOD DR	244C226	2.7
AREY DAVID I		355 PEBBLE PT		SALISBURY	NC	7177777777	0 GOLD KNOB RD	632 043	2.0
AREY DAVID L		355 PEBBLE PT		SALISBURY	NC.		1178 PIERCE DR	634 149	2.4
MREY DAVID L		355 PEBBLE PT	1	SALISBURY	NC.		4695 LONG FERRY RD	506 028	10.0
		355 PEBBLE PT		SALISBURY	NC		PERSONAL PROPERTY	983470	2.7
AREY STEVEN R	DBA BEST OF ROWAN LLC	415 W MARSH ST		SALISBURY	NC.	28144	415 W MARSH ST	164368	
	DRV BEST OF ROMAN EN				NC.	28147	3040 WOODLEAF RD	328 058	
ARMSTRONG CHARLES WIII &		3040 WOODLEAF RD	_	SALISBURY	NC NC		TOTAL CONTROL CONTROL OF THE CONTROL	8038079	
ARNOLD JOHN THOMAS		180 GOSHEN BLVD		WOODLEAF		27054	196 GCSHEN 8CVD	173305	
ARNOLD JOHN THOMAS		180 GOSHEN BLVD		WOODLEAF	NC	27054	PERSONAL PROPERTY	200 047	
ATWELL BRIAN TRENTON & WF		1130 PATTERSON RO	_	SALISBURY	NC	28147	1130 PATTERSON RD		
ATWELL BRIAN TRENTON & WY		1130 PATTERSON RO		SALISBURY	NC	28147-6611	1130 PATTERSON RD	290 047	A154

A-J Batch# 7805 Uss Sonya Parmell K-Z Batch# Jax Cellector

ATWELL RITA E WILLIAMS		634 HARRY 5T	CHINA GROVE	NC	28023-1916	634 HARRY ST	123 046	81,95
AW FARM & AGRICULTURE LLC		1010 WILL BLACK RD	SALISBURY	NC	28147-6798	1010 WILL BLACK RD	303 046	1,648.76
8 & J PROPERTY GROUP LLC		5201 MONROE RD	CHARLOTTE	NC	28205-7827	305 DAWSON DOWNS LN	238A029	2.74
BACKYARD STORAGE SOLUTIONS LLC		100 TERNES ORIVE	MONROE	MI	48162	1524 JAKE ALEXANDER BLVD	164034	7.73
BAILEY & CARLINO PLLC		5827 FAIRVIEW ROAD STE C	CHARLOTTE	NC	28310	320 STEEPLECHASE TR	045A060	17,45
BAKER GLORIA		2425 ARROWHEAD RD	LIBERTY HILL	SC	29074	O SUNFISH TER	509A198	1.04
BAKER JAMES BEDFORD & WF		150 GEORGE HENRY LN	CHINA GROVE	NC		O GEORGE HENRY LN	137.051	1.84
BAKER JAMES BEDFORD & WF		150 GEORGE HENRY EN	CHINA GROVE	NC:	28023-8627	150 GEORGE HENRY LN	137 084	12.82
BAKER JEFFREY		191 HISH CAKE DR	STATESVILLE	NC	28677-2503	353 LOCHSHIRE LN	8174061	16.29
BAKER JEFFREY ALAN		191 HIGH LAKE DR	STATESVILLE	NC.	28677-2503	0 OLD MOCKSVILLE RD	307.039	1.02
BAKER JEFFREY ALAN		191 HIGH LAKE DR	STATESVILLE	NC	28677-2503	0 OLD MOCKSVILLE RD	307 204	2.88
BAKER JEFFREY ALAN		191 HIGH LAKE DR	STATESVILLE	NC	28677-2503	0 OLD MOCKSVILLE RD	307 205	5,98
BAKER JEFFREY ALAN		191 HIGH LAKE DR	STATESVILLE	NC	28677-2503	5140 OLD MOCKSVILLE RD	307.142	25,50
BALL MICHAEL CLYDE		2895 CENTENARY CHURCH RD	MOUNT ULLA	NC	28125-8729	2835 CENTENARY CHURCH RD	566 094	24.75
BANK OF AMERICA		3001 HACKBERRY RD	IRVING	TX	75063-0156	2720 GRUBB FERRY RD	322 129	8.84
BARNES ROY W & WF		4260 QUEENS RD	SALISBURY	NC	28144-1255	4260 QUEENS RD	310 143	11.55
BARNES TIMOTHY A & WF		175 TROUTMAN RD	HOCKWEIL	NC	28138-9518	175 TROUTMAN RD	146 119	39,52
BARNHARDT PHILLIP R		290 RED TRACTOR TRL	CHINA GROVE	NC	28023-6815	290 RED TRACTOR TR	113 045	5.78
BARRIER RODNEY LANE		445 JESSE SAFRIT RD	SALISBURY	NE	TO POST MISS CHARLES AND	445 JESSE SAFRIT RD	458 025	3.53
BARRINGER JAMES ALBERT & WF		2660 EMANUEL CHURCH RD	ROCKWELL	NC.	28138-9768	2660 EMANUEL CHURCH RD	381 02201	17.51
BARRINGER MARTHA LEFLER		PO 80X 113	GRANITE QUARRY	NC	28072-0113	SOR E LYERLY ST	648 119	16.46
BASS DONALD M. & WF		440 STOLZ RO	ROCKWEU	NC.	28138-9560	0 STOLZ RD	433A043	3.15
BASS DONALD M & WF		440 SYOLZ RD	BOCKWELL	NC NC	28138-9560	0 SYOLZ RD	433A044	3,05
BAUMEZ WILLIAM COUIS III		135 N GIFFORD LN	RICHFIELD	NC NC	28137-7945	135 N GIFFORD LN	5.306+68	25.68
BAUMEZ WILLIAM LOUIS JR: BCH TRUCKING SERVICES INC		135 W GIFFORD LN 1165 UMBERGER RD	RICHFIELD MOUNT ULLA	NC NC	28137-7945 28125-9603	PERSONAL PROPERTY 1165 UMBERGER RD	986021 177756	1.19
BEAN VIRGINIA D		1512 S SALISBURY AVE	100000000000000000000000000000000000000	NC.	28125-9603	U I PRINCIPATION I DISTANCE AND VALUE AND VALU	17777777777	
BEARDED BUILDER BROS LLC		The state of the s	SPENCER WARRENCE	NC.	28075	1512 5 SALISBURY AVE	030.063	15.71
BEARDEN JOHNIE C		PO BOX 651	HARRISBURG	-	28146-9503	II GLENWOOD ST 125 BASS CT	145.080 509A100	9.65
BEAVER RONALD JERRY		135 BASSICT 1360 SHORE ACRES RD	SALISBURY	NC NC	28146-8709	0 SHORE ACRES RD	639 043	6.86
BEAVER RONALD JERRY		1160 SHORE ACRES RD	SALISBURY	NC.	28146-8709	1160 SHORE ACRES RD	639 042	3.95
BECK ANNIE LEE		6402 FOX TRCE	SAUSBURY	NC	28147	6402 FOX TRC	305A107	25.74
BECK JEFFERY ALLEN		755 GIN RD	GOLD HILL	NC	the state of the land property for	PERSONAL PROPERTY	986734	1.52
BEDZYK JOHN T &WF		114 GARNEH DRIVE	SADSBURY	NC	28146	114 GARNER OR	4.03E+07	42.11
BEGA DONNA		202 E 14TH ST	SAUSBURY	NC	28144-3517	202 E 14TH ST	007 133	15.87
BEHROOZ JONATHAN OMAR		412 CAMELOT DR	SAUSBURY	5kC	28144-4846	PERSONAL PROPERTY	175227	2.73
BELIX ELIZABETH DIANE		1201 RIVERWOOD DRIVE	SALISBURY	NC.	28146	1201 RIVER WOOD DR	5108061	2.02
BELL CARL EDWARD IR & WF		1090 HASTINGS CT	CHINA GROVE	NC	28023-5765	1108 HASTINGS CT	138C012	1.43
BELLAMY JIMMY		15720 SRIXHAM HILL AVE #300	CHARLOTTE	340	28277	0 WILKINS LN	005 168	7.05
BELLEVILLE WILLIAM W & WF		209 W 215T ST	KANNAPOLIS	NC	28081-2403	209 W 215T SE	160 200	26.25
BENJAMIN JOHN WILBUR		720 FOSTER RD	CLEVELAND	NC	27013-9067	PERSONAL PROPERTY	180824	17.10
BENSON KATHY M		PO BOX 174	CHINA GROVE	NC	28023-0174	2655 MILLER RD	479 033	14.67
BENTLEY JIMMY & SPOUSE		2215 DEAL RD	MOORESVILLE	NC	28115-6733	3215 DEAL RD	241 014	5.11
BENTLEY PROPERTY MANAGEMENT, INC.		616 N MAIN STREET	KANNAPOLIS	NC	28081	D N CANNON BLVD	133A225	15.35
BENTLEY RYAN C		151 HARBOR COVE LN	MOORESVILLE	NC	28117-5953	775 GRAMPIAN RD	566 004	9.29
BERNHEIM RACHEL DESTREICHER		228 S FULTON ST	SALISBURY	NC	28144-4845	228 S FULTON ST	010 042	96.52
BLACK BORBY K NWF		255 HARRIS HILL RD	SALISBURY	NC	28147-2300	295 HARRIS HILL RD	768 094	22.37
BLACK BRYAN KEITH IR		1030 CARTER LOOP RD	ROCKWELL	NC	28138-9550	1030 CARTER LOOP RD	433 006	16.34
BLACK SLAUGHTER & BLACK PA		PO BOX 41027	GREENSBORG	880	27404	150 FREEDOM DR	451A222	299.77
BLACKWELDER WENDY G		4540 CINDY LN	CONCORD	NC	28025-7843	0 COUNTRY CLUB LN	500A435	1.04
BLEVINS DANIEL KEVIN & WF		256 ATHENS DR	SALISBURY	NC	28147-8135	256 ATHENS DR	3.34E+32	1,152.84
BOATRIGHT QUENTIN I		811 5 HIGHLAND AV	LANDIS	NC	28088-2011	BILS HIGHLAND AV	157 040	29.48
BOATRIGHT QUENTIN /		811 5 HIGHLAND AV	LANDIS	NC	28088-2011	PERSONAL PROPERTY	177945	4.02
BOJANGLES OPCF		9432 SOUTHERN PINE BLVD	CHARLOTTE	NC	27675	725 N US 29 HWY	101 112	177,33
BOLIN JAMES L.S.		255 NEAZER ST	ROCKWELL	NC	28138-7001	255 NEAZER ST	430A098	8.85
BOLLINGER BILLIE SUE		600 S ZYON ST	LANDIS	NC	28088-1752	600 S ZION ST	106 132	9.51
BOLTZ BRIAN CI		7450 POP BASINGER RD	SALISBURY	NC.	28146	0 POP BASINGER RD	356 117	4.07
BONDS MARY BETH		329 N KIMMONS ST	LANDIS	NC	29088-1016	320 N KIMMONS ST	107 034	14.91
BOONE WILLIAM SCOTT & WF		2225 BARGER RD	SALISBURY	NC	28146-5079	2225 BARGER RD	625 091	16.41
BOST HOLLAND & WF		310 DEER HAVEN DR	CHINA GROVE	NC		310 DEER HAVEN DR	125A062	6.30
BOSTIAN ROBERT PAUL JR		356 BRUMLEY RD	MOORESVILLE	NC		0 CENTENARY CHURCH RD	576.063	1,48
BOUTS ROBERT R	BOUTS ROBIN K	715 ARROW POINT LN	DAVIDSON	NC		715 ARROW POINT LN	2493002	19.03
BOW BARRACKS LLC		161 VALLEYMIST LN	MOORESVILLE	NC	THE RESERVE OF THE PARTY OF THE	O UPRIGHT RD	758 049	5.47
BOWLES CATHY B		PO BOX 156	CLEVELAND	NC:	27013-0156	PERSONAL PROPERTY	989200	17.34
BOYD NATHANIEL BOYDEN III		S640 OLD MOCKSVILLE RD	SALISBURY	NC	28144	S640 OLD MOCKSVILLE RD	307.279	12,77
BRADSHAW JAMES HOYLE		203 NESBITT DR	SALISBURY	NC	28147	0 NESBIT DR	461A088	3,13
BRADSHAW MARY A		603 E LAFAYETTE ST	SALISBURY	NC.	28144	O W KERR ST	006 232	2.81

BRAGG VERNA M		1205 OVERHILL RD		SAUSBURY	NC	28144	1205 OVERHILL RD	3245038	35.8)
BRALEO INC		3023 S MAIN ST		SALISBURY	NC	28147-7904	3023 S MAIN ST	154486	10.24
BRANSON A PETHEL PA		122 N LEE ST		SALISBURY	NC.	28144	117 ULLY PAD OR	617CD47	12.93
BRASWELL TERRY L		610 ROCK GROVE CHURCH RD.		SALISBURY	NC.		610 ROCK GROVE CHURCH RD	425 035	4.24
BRAWLEY DENNIS GERALD		6825 PLYLER RD		KANNAPOLIS	NC	28081-8796	0 PLYLEH RD	2498315	1.06
BRISMAN SANDRA BRADY		179 FRANKS FARM LN		SALISBURY	NC.	28146-7118	179 FRANKS FARM LN	625 163	2.62
BRINK INVESTMENTS PROPERTIES LLC		1905 KLUTTZ RD		SALISBURY	NC.	28146	140 BEULAH LN	529A114	2.00
BRITTAIN WALTER EDWIN		625 ACORN OAKS DR		SALISBURY	NC.	28146	625 ACORN OAKS DR	417C196	16.72
BROADWAY HAROLD LEONARD		529 S LITTLE TEXAS RD		KANNAPOLIS	NC	28083	215 E 30TH ST	156 099	5.59
BROADWAY MATTHEW S & WF		1809 ENOCHVILLE RD		KANNAPOLIS	NC.	28081-0000	1809 ENOCHVILLE RD	141.117	4,640.90
BROADWAY WILLIAM L & WF		4550 GOODMAN (ARE RO		SALISBURY	NC.	28146	0 GOODMAN LAKE RD	610-023	2.00
BROADWAY WILLIAM L		4550 GOODMAN LAKE RD		SALISBURY	NC	28146	4550 GOODMAN LAKE RD	610 058	16.25
BROCK REBA		1109 BENTWOOD LN		MONROE	NC	28110	215 W MAIN ST	251 111	5.40
BROTHERS TIRE SALES INC		1216 N MAIN ST		CANNAPOLIS	NC.	28081	1216 N MAIN ST	150 072	59.85
BROTHERS TIRE SALES INC. BROTHERS TIRE SALES INC.		1216 N MAIN 5T		KANNAPOLIS	NC	28061-2259	1204 N MAIN ST	150 074	5.68
The state of the s		1216 N MAIN ST		KANNAPOLIS	NC	28081-2259	1216 N MAIN ST	164536	18.45
BROTHERS TIRE SALES INC		1216 N MAIN ST		KANNAPOLIS	NC.	28081-2259	1245 N MAIN ST	150 014	22.34
BROTHERS TIRE SALES INC		1216 N MAIN ST		KANNAPOLIS	NC	28081-2259	1304 N MAIN ST	150 153	31.41
BROTHERTON JEFFERY L & WF		305 DEER HAVEN DR		CHINA GROVE	NC	28023-7494	305 DEER HAVEN DR	125A041	5.74
RROUGHTON CHARLES WAYNE		3731 OLD MOCKSVILLE RD		SALISBURY	NC	28144-9082	3565 LONG FERRY RD	605 00703	8.00
BROUGHTON FAYE M OR C. WAYNE		3731 OLD MOCKSVILLE RD		SALISBURY	NC.	28144-9082	3731 OLD MOCKSVILLE HD	308 051	14.34
BROWN ARLIE C		302 N DEERFIELD CIR		SALISBURY	NC.	28147	302 N DEERFIELD CIR	306A136	14.81
BROWN ARLIE C		302 N DEERFIELD CIR		SALISBURY	NC	28147	6324 ELK TRL	306A137	1.33
BROWN DENENE SCHENCK		504 KENT TER NW		MARIETTA	GA	30064-2079	O CAL KENNEDY RD	277 055	1,48
BROWN DENENE SCHENCK	_	151 DOUBLETHUMB RD		ROCKWELL	NC	28138-9507	O DOUBLETHUMB RD	378 013	7.05
TOUGHT MATTER THE PROOF THE PERSON OF THE PE		151 DOUBLETHUMB RD		HOOKWELL	NC	28138-9507	145 DOUBLETHUMB RD	378 071	3.25
BROWN DENENE SCHENCK		153 DOUBLETHUMB RD		HOCKWELL	NC	28138-9507	151 DOUBLETHUMB RD	378 079	23,49
BROWN DUKE C SR BROWN ERIC CYNN		1230 PANTER POINT RD		RICHFIELD	NC.	28137	618-B N SALISBURY AVE	164547	1,13
BROWN JEFFREY DEAN SR		9999 OLD BEATTY FORD RD 2825 BRADSHAW RD		HOCKWELL	NC	28138-9498 28115-8391	9999 OLD BEATTY FORD RD	164550	509.73
BROWN KABIN & WF		TOTAL STATE OF THE		MOORESVILLE	NC.	-	282S BRADSHAW RD	212039	7.90
BROWN LONNIE 1 & WF		6925 W NC 152 HWY		MOORESVILLE	NC NC	28115-7379 28147	6931 W NC 152 HWY 160 NOTTINGHAM RD	233-062	3.09
SROWN REGINALD WILLIS		160 NOTTINGHAM RD 815 W THOMAS ST		SALISBURY	NC.	28147	CHARLES AND CONTRACT THE PROPERTY.	4648104	6.98 20.95
SROWN RUTH W		160 NOTTINGHAM RD		SALISBURY	PAC.	28147-8832	815 W THOMAS ST O MOUNTAIN RD	009 359	1.64
BROWN THOMAS RALPH		PO 80X 1368		FAIRVIEW	NC.	28730	317 E 197H ST	268 004 161 179	14.17
SROWN TOBY M		410 CHESAPEAKE DR		SALISBURY	NC.	28147	410 CHESAPEAKE DR	451A284	23.34
BROWNELL RICHARD L		140 W COLONIAL DR		SALISBURY	NC.	28144	140 W COLONIAL DR	333 047	44.07
BRYANT WILLIAM & WF		260 RIVERVIEW CIR		SALISBURY	NC	28146-9015	260 RIVERVIEW CIR	545A063	26.71
BRYANT WILLIAM & WI		260 RIVERVIEW CIR		SALISBURY	NC.	28146-9015	PERSONAL PROPERTY	991406	1.00
BULLINGER JEFFREY O		1920 MT HOPE CHURCH RD		SAUSBURY	NC	28146	1940 MT HOPE CHURCH RD	417 166	4,36
BUNN TIMOTHY DAYLON		701 5 WEST 57		MONROE	NC	28112	O PARADISE DR	5008204	1.22
BUNN TIMOTHY DAYLON		701 S WEST ST		MONROE	NC	28112	O PARADISE DR	5008346	1.10
SUNN TIMOTHY DAYLON		703 S WEST ST		MONROE	NC	28112	355 PARADISE DR	5008345	1.23
BURCHETTE FRED FOLGER SR		155 HALLMARK ESTATES DR		SALISBURY	NC	28147	155 HALLMARK ESTATES DR	478 109	1.13
BURGESS BETTY DRAKE		265 SALLBOAT DR		SALISBURY	NC	28146-2537	265 SALBOAT DR	5008280	16,77
BURKHOLDER TRANSPORT INC		315 N MAIN ST	571.1	SALISBURY	NC		315 N MAIN ST	180788	41.61
BURLESON LUCILLE M		1265 KEPLEY RD	27.2	SALISBURY	NC.	28147	2275 DODIE RD	624 030	4.03
BURNSIDE LAMAR		295 EASTLAND DR		SALISBURY	NC	28146	295 EASTLAND DR	630 206	29.01
BURZLAFF MADISON BURRIS		2018 TOWNVIEW DR		KANNAPOLIS	NC	28081-9777	2018 TOWNVIEW DR	2.49[+88	935,23
BUSH LAWRENCE		101 EDEN OR		SALISBURY	NC	28147	160 EDEN DR	306 051	1,33
BUTLER RALPHELLE SUE TRUSTEE		119 YORKSHIRE DR		SALISBURY	NC	28144-0000	157 S MILFORD DR	332 03801	37.23
BYRD ALEXANDER JAMES & WF		407 KENWAY LOOP		MOORESVILLE	NC	28117-8412	0 GOODNIGHT RD	766 089	4,83
BYRD PHILIP M		314 HOGANS VALLEY WAY		SAUSBURY	NC.	28144	1510 AMBERLIGHT CIR	325/169	14.39
SYRO PHILIP M III	BYRD MAY QU	314 HOGANS VALLEY WAY		SALISBURY	NC	28144-8416	0 HOGANS VALLEY WAY	3261.022	9.13
SYRUM THOMAS BRICE	510000000000	1175 COTTONWOOD RD		ROCKWELL	NC	28138-6527	PERSONAL PROPERTY	172713	39.20
C & H LAUNDROMATS LLC DBA		5198 STATESVILLE RD		CHARLOTTE	NC	28269-4169	2172 STATESVILLE BLVD	170926	10.20
CHINC T/A		PO BOX 277		ROCKWELL	NC	28138-0277	603 W MAIN ST ROCKWELL	164651	5.28
C&D SALVAGE DE CHINA GROVE INC		645 LENTZ RD		CHINA GROVE	NC	-	645 LENTZ RD	164656	7.21
CAIN'S ABLE PLUMBING INC		635 MENIUS RD		CHINA GROVE	NC	28023-9475		180736	9.10
CALDWELL JAMES E & W/		221 W 19TH ST		SALISBURY	NC	28144	221 W 13TH ST	003 254	17.01
CAMPBELL JOHN ROBERT JR		315 BIRTWICK RD		ROCKWELL	NC	_	PERSONAL PROPERTY	992823	1.69
CANNON VERNON LINWOOD		1097 ROCKLAN CIR		CONCORD	NC	28027-6871	540 MEADOW LN	2288090	4.90
CAPE FEAR LAND MANAGEMENT		4510 NORTHCHASE PKW N.E.		WILMINGTON	NC	28405	202 GOVERNMENT BD	175020	1.34
CAPSTONE INVESTMENTS LLC		PO BOX 5897		CONCORD	NC.	28027-1514	1403 JACKSON ST	151 292	21.75
CARLSEN RICHARD GEORGE		320 SPENCE DR		SALISBURY	NC	28144	O SPENCE OR	321 254	2.51
CHINESES MICHIGAN CALCULATE									
CARLTON PHILLIP L & WF		190 CHESTNUT ST.		SAUSBURY	NC	28144	130 CHESTNUT ST	015 294	21.51

CAROLINA AVIDNICS GROUP LLC		3650 AIRPORT LOGP RO	SALISBURY	NC	28147	255 KELLY DR	401 104	4.61
CAROLINA AVIONICS GROUP LLC		3650 AIRPORT LOGP RD	SALISBURY	NC	28147	255 KELLY OR	401 105	2.19
CAROLINA FARM CREDIT	ESCROW PROCESSING	PO BOX 100285	COLUMBIA	50	29202	14855 NC 801 HWY	563 089	21.93
CAROLINA FARM CREDIT	ESCROW ACCOUNT	PO BOX100285	COLUMBIA	SC	29202	2275 BRADSHAW RD	212 078	16.78
CAROLINA FARM CREDIT	ESCROW PROCESSING	PO BOX 100285	COLUMBIA	SC	29202-3285	1005 GREENHEATHER OR	473A021	1.03
CAROLINA FARM CREDIT ACA	ESCROW PROCESSING	PO BOX 100285	COLUMBIA	SC		4155 FOSTER RD	723 021	4.94
CAROLINA FIRE SPRINKLER INSPEC		5657 GOLDFISH RD	CHINA GROVE	NC	28023-5687	S657 GOLDFISH RD	164751	1.86
CAROLINA PIPE CLEANING INC		PO BOX 1183	ROCKWELL	NC	28138	230 EMANUEL CHURCH RD	364 164	27,27
CAROLINA PIPE CLEANING INC		PO 80X 1183	ROCKWELL	NC	28138-1183	230 EMANUEL CHURCH RD	164769	20.75
CAROLLINA FARM CREDITA ACA	ESCROW PROCESSING	PO BOX 100285	COLUMBIA	SC	29202-3285	0 RIBELIN RO	513 009	1.05
CARROLL DAVID L & WF		865 ARROW POINT LN	DAVIDSON	NC-	28036	865 ARROW POINT LN	2491010	44.77
CARTER CONNIE MARLENE		235 WASON WHEEL WAY	SALISBURY	NC.	28147	235 WAGON WHEEL WAY	2870104	14.78
CARTER LYNN M	CARTER CARMEN	1755 SHUE RD	CHINA GROVE	NC	28023	1755 SHUE RD	111 068	5.39
CARTER MARY ROSE		1470 ST MATTHEWS CHURCH HD	SAUSBURY	NC.	28146-5569	1470 ST MATTHEWS CHURCH RD	509.004	5.09
CARTER SUSAN A &		383 W DAKWOOD CT	CHINA GROVE	NC	28023	383 OAKWOOD CT	1140080	18.96
CASTER JEFFREY H	CASTER SHERRI	216 JEFFERSON ST	SPENCER	NC.	28159	216 W JEFFERSON ST	035 066	14.69
CAUBLE CAROL 5		408 SARNER DR	SALISBURY	NC	28146	408 GARNER DR	403F015	37.09
CENLAR		3001 HACKBERRY RD	IRVING	TX	75063	105 VANCE ALLEN AVE	368 963	1,105.80
CENTRAL AUTOMOTIVE GROUP INC		1616 JAKE ALEXANDER BLVD S	SALISBURY	NC.	28146-8362	1616 JAKE ALEXANDER BLVD 3	180538	57.20
CF2 INVESTMENT LLC		380 H KNOLLWOOD ST STE 249	WINSTON SALEM	NC.	27303-1815	0 MODRESVILLE RD	061 118	36.66
CP2 INVESTMENT ILC		380 H KNOLLWOOD ST 57E 249	WINSTON SALEM	NC .	27103-1815	1012 MOORESVILLE RD	061 262	83.72
CHABAN YVONNE		260 SARBOAT DB	SALISBURY	NC	28146	240 SARBOAT DR	5008209	6.59
CHAMBERLIN WILLIAM B		285 MAHAFFEY DR	SALISBURY	NC	28146	285 MAHAFFEY DR	-630A028000001	14.92
CHAMBERS ERNEST E		108 ASHCCRAFT OR	MOORESVILLE	NC	28115-6915	O ASHCRAFT OR	215 110	1.00
CHAMBERS HICHARD LEE		2713 GLENDALE AVE	KANNAPOLIS	NC	28081	2713 GLENDALE AVE	156 175	5.58
CHAMBERS WILLIE RAY		1213 N JUNIPER AVE	KANNAPOLIS	NC		O DALRYMPLE ST	156A243	13.68
CHANDLER HENRY W & WF		6637 WRIGHT RD	KANNAPOLIS	NE	28081	6637 WRIGHT RD	2494060	14.04
CHANDLER HENRY WEBSTER		6637 WRIGHT RD	KANNAPOLIS	NC		PERSONAL PROPERTY	994341	8.17
CHAPMAN MELVIN R & CE	CENTRALIZE SUITO DE CUENCIONES	1005 MCOSE RD	KANNAPOLIS	NC	28063-9773	1005 MOOSE RD	143.079	16.17
CHAPPELL MARIE	CHAPPELL ELLA & SHAWN	the second secon	SALISBURY	NC	28146	415 DUKEVILLE RD	6502007	9.07
CHAPPELL MARIE POPLIN	CHAPPELL SHAWN & KEVIN	415 DUKÉVILLE RO	SALISBURY	NC	28146	C LEONARD RD	602 078	6.03
CHAPPELL SHAWN FDWARD		PO BOX 858	GRANITE QUARRY	NC		420 CRAWFORD RD	602 055	25,81
CHARLES JAMES HOYLE III CHARLES JOHNNY H OR HAZEL S CHARLES		409 STALUNGS ND	MATTHEWS	NC	28104	370 LAKE LANSING DR	510A112	22,75
CHARLES TOTALES A DR HAZEL S CHARLES		8021 NC HIGHWAY 8	LEXINGTON	NC	27292	185 TIMBERLAKE CT	601 174	5.81
CHEEK LARRY MICHAEL		1140 CHEZ CHAROLAIS RO	SAUSBURY	NC	- Ennach Learning and a second	PERSONAL PROPERTY	994457	9.22
CHEESEMAN CHAD M		40] E 18TH ST	KANNAPOLIS	NC	28083	PERSONAL PROPERTY	177493	1,37
CHEESEMAN CHAD M		2165 PHANIEL CHURCH RD	MODEWELL	NC	28	PERSONAL PROPERTY	994538	1,06
CHEESEMAN CHAO M		2165 PHANIEL CHURCH RD	ROCKWELL	NC	28138-0000	A DATE OF THE PARTY OF THE PART	430A091	1.14
CHEESEMAN CHAD M		2385 PHANIEL CHURCH RD	ROCKWELL	NC	28138-0000	S8S ROY CLINE RO	430A067	11.52
CHESSER STEVEN		2165 PHANIEL CHURCH RD	BOCKWELL.	NC.	28138-6651	2165 PHANIEL CHURCH RD	436 022	2,158.74
CHRISTENBURY ANDREW 8 SR		251 EDWARDS RD	MOORESVILLE	NC NC	28115-7389	d EDWARDS RD	242 076	22.31
CITY ELECTRIC SUPPLY CO		13320 570KES FERRY RD PO BOX 13507	GOLD HILL	MC	28071-7636	1057 DEER VALLEY DR	425-131	5.34
CITY ELECTRIC SUPPLY COMPANY		PO BOX 13507	GREENSBORO	NC NC	27415-3507	1901 N MAIN ST	164995	2.71
CITY OF OAKS LAW		PO BOX 6356	GREENSBORD RALEIGH	NC.	27415-3507	1935 S MAIN ST	164996	1.85
CITY TIN SHOP INC		PO 80X 8207	- Contraction	NC NC	27628 28088-8207	1096 DUBUN CT	1360029	38.03
CKEZEPIS & BRIGHT LAW PLLC		16745 BIRKDALE COMMONS PKWY NC.	LANDS	NC.	28078	702 S CHAPEL ST	164997	2.27
CKEZEPIS & BRIGHT LAW PLLC		16745 BIRKDALE COMMONS PKWY 4C.	HUNTERSVILLE	NC NC	28078	0 STOKES FERRY RD	3658296 2658297	23.54
CKEZEPIS & BRIGHT LAW PLLC		16745 BIRKDALE COMMONS PKWY #C	HUNTERSVILLE	-	The state of the s	2310 STOKES FEARY RD	0658001	12.33
CLAPP DIXIE H		5602 HIDDEN VALLEY RD	GREENSBORD	NC NC	29078	240 HIDDEN HUT RD 0 HOFFMAN LN	4.645+163	16.55
CLARK (ACQUELINE S		920 PATTERSON ST	CHINA GROVE	NC.	28023	920 PATTERSON ST	305 022 123A136	2.41
CLAYTOR WILLIAM E SR &WF		294 SAND RD	THE STATE OF THE S	NC.	- V	TO A CONTROL OF THE C	100000000000000000000000000000000000000	
CLINE GARY DEAN & WF		4209 GALAX OR	ROCKWELL RALEIGH	tot:	28138	294 SANO RD 155 MODNLIGHT DR	387 044 639 044	1.49
CLINE LONNIE WAYNE III		28571 MANACAIBO RD	SUMMERLAND KEY	El-	33042-5517	PERSONAL PROPERTY	995612	78.62
CLINES LANDSCAPING INC		186 BUTTERFLY LN	ROCKWELL	NC NC	28138-7411	The state of the s	0.000	
COASTAL FEDERAL CREDIT UNION		PG 80X 58429	RALEIGH	N/C	27658-8429	510 SNOW ST	438 021 155 080	1:06
COBB BRADEN RAFFERTY		1340 ROGERS RD	CHINA-GROVE	NC.	28021	1340 ROGERS RD	428 095	15.3h
COBB RAYMOND DENNIS		170 SCOTT TRCE	SALISBURY	- NC	28147	170 SCOTT TRC	4630011	21.25
COHEN THELMA		4 W 103RD ST APT 2D	NEW YORK	NY.	10025	601 SPRUCE AVE	029 045	6.03
COLEMAN RICHARD E ETAL		111546 20157 5T	SAINT ALBANS	NY	11412	D JOE SUMMERS RD	803B115	1.69
COMBS TERRY F		7995 WRIGHT RD	KANNAPOLIS	NO.	28081-8952	7995 WRIGHT RD	247A063	2.09
COOK DAVID ARTHUR IR		107 CHURCH ST	LANDIS	NC.	THE RESERVE OF THE PERSON NAMED IN	PERSONAL PROPERTY	996613	3.20
COOK JOHNNY MACK		10825 UNITY CHURCH RD	MOORESVILLE	NC.	28115	D UNITY CHURCH RD	232 133	1.63
CODK JOHNNY MACK		10825 UNITY CHURCH RD	MOORESVILLE	NC.	28115	10825 UNITY CHURCH RD	232 044	7.72
The state of the s		480 DEER LAKE RUN	SALISBURY	NC.			996887	1.11
CORDTS LARRY ALLEN								4.44
CORELOGIC CENTRALIZED REFUND		PO BOX 9202	COPPELL	TX	75019-9760		016 423	2.75

CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019	0 WILL BLACK NO	305 009	162.36
CORELOGIC CENTRALIZED REFUNDS	PO 80X 9202		COPPELL	TX	75019	1021 NUNNERY LN	1546014	366.51
COHELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX.	75019	1074 STONE CASTLE WAY	136D052	4.49
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019	115 WAGON WHEEL WAY	2070112	990.11
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019	1150 SELLS RD	325A162	1,081.70
CORELOGIC CENTRALIZED REFUNDS	PO BGX 9202		COPPELL	TX	75019	1711 SAWTOOTH CT	129N010	1,835.51
CORELOGIC CENTRALIZED REFUNDS	PD BOX 9202		COPPELL	TX	75019	185 LONZO AVE	310A094	460.57
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019	210 E 11TH ST	150,239	498.06
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		COPPELL	TX	75019	212 BRAMBLE TR	307D272	796.41
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		COPPELL	TX	75019	2125 WOODLAWN ST	158 279	1,493.25
CORELOGIC CENTRALIZED REFUNDS	PO 80X 9202		1139900	TX	75039	219 ST JOHNS DR	304 078	2,274.18
CORELOGIC CENTRALIZED REFUNDS	PO 80X 9202		OPPEU.	TX	75019	2424 WINFIELD ST	145 194	1,430.75
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		COPPELL	TX	75019	330 GLENN AVE	1481018	1,668.92
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019	340 GLENN AVE	1481008	1,814.37
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		COPPELL.	TX.	75019	4965 WOODLEAF RD	312 044	922.46
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPEUL	TX	75019	511 STONE CASTLE WAY	136D057	4.49
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019	809 MABLE AVE	151 407	1,135.90
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019	905 W A ST	148 098	1,377.81
CORELOGIC CENTRALIZED REFUNOS	PO BOX 9202		OPPELL	TX	75019-9760	O CHURCHFIELD UN	4368022	4.49
CORFLOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TK	75019-9760	O FRENCH BELK RD	562 016	43.17
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019-9760	O MYRTLE GOODNIGHT RD	117 145	4.49
CORELOGIC CENTRALIZED REFUNDS	 PO BOX 9202		OPPELL:	TX	75019-9760	O SHERRILLS FORD RD	754 161	1.51
CORELOGIC CENTRALIZED REFUNDS			CONTRACTOR OF THE PARTY OF THE	TX	75019-9760	O ZION CHURCH RD	359.074	4.49
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		COPPELL.	TX	75019-9760	105 RANDOM DR	4798001	1,612.23
A DE ANNO DE LO COMPANSO DE LA PROCESSA DE LA PROCE	PO BOX 9202		OPPELL.	_	Carlot Arrangement and Contract Arra	Church has proper and the second	1010000000	
CORELOGIC CENTRALIZED REFUNDS	 PO 80X 9202		DPPELL	TX	75019-9760	1130 SHUE RD	114 006	1,144.57
CORELOGIC CENTRALIZED REFUNDS	 PO 80X 9202		OPPELL	TK	75019-9760	1225 GLENWOOD AV	591027	1,898.47
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		DEPELL	TX	75019-9760	125 DEVON DR	4648076	1,304.63
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019-9760	135 LANDMARK DR	624 070	1,458.97
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		DEPELL	TX	75019-9760	150 FREEDOM DR	451A222	922.50
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		COPPELL	TX	75019-9760	150 HIGHTOP IN	111A028	676.41
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		CIPPELL	1X:	75019-9760	1709 SAWTOOTH CT	1298009	2,321.67
CORELOGIC CENTRALIZED REFUNDS	PO 80X 9202		OPPELL	TX	75019-9760	1722 CHANTILLY LN	063A007	1,691.75
CORELOGIC CENTRALIZED REFLINDS	PO BOX 9202		DPPELL:	TX	75019-9760	180 BAPTIST CHURCH RD	369 103	766.14
CORELOGIC CENTRALIZED REFUNDS	PO 80X 9202		COPPELL	TX	75019-9760	195 BRIAR LN	355 131	135.65
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		COPPELL	TX	75019-9760	201 GALLANT CIR	1,30E+16	449.90
CORELOGIC CENTRALIZED REFUNDS	PO BDX 9202.	- 4	COPPELL	TK	75019-9760	2030 W NC 152 HWY	119 119	2,670.43
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019-9760	207 N FRANKLIN ST	102 039	1,251.95
CORELOGIC CENTRALIZED REFUNDS	PO 90X 9292	1	OPPELL	TX	75019-9760	2129 BRINGLE FERRY RD	0578033	184.86
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202	1	COPPELL	TX	75019-9760	220 CAROLINA BLVD	071 019	128.01
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL.	TX	75019-9760	223 NESHIT DR	461A084	555.11
CORELOGIC CENTRALIZED REFUNDS	PO BDX 9202		OPPELI.	TX	75019-9760	250 KETCHE ESTATE RD	124 006	68,31
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		COPPELL.	TK	75019-9760	260 MAHAFFEY DR	630A050	411.32
CORELOGIC CENTRALIZED REFUNDS	PO 80X 920Z		OPPELL	TX	75019-9760	260 ROGER DR	463 116	669.88
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019-9760	269 BELMONT PL	371A150	2,111.09
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		COPPELI.	TX	75019-9760	320 STEEPLECHASE TR	045A060	3,439.22
CORELOGIC CENTRALIZED REFUNDS	PO BDX 9202		OPPELL	TX	75019-9760	403 BOSTIAN RD	1.29€+155	1,612.04
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019-9760	S36 WESTSIDE CIR	123405501	49.99
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPEUL	TX	75019-9760	555 BROWN RD	120 013	699.97
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	1x	75019 9760	601 CORNELIUS RD	3619037	962.68
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019-9760	602 COLSY CIR	614602	1,643.94
Manager Country In the Country of th	PO BOX 9202		OPPELL	tx	75019-9760	725 RAINEY RD	355 117	1,615.79
COBELOGIC CENTRALIZED REFUNDS	2015950050000		The state of the s	TX	75019-9760	734 TANGLEWOOD DR		699.35
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	_	The state of the s	HAVOTE DO PROGRESSION NO NOTICE BOOK A	029 072	
CORELOGIC CENTRALIZED REFUNDS	 PO BOX 9202		OPPELL	TX	75019-9760	7595 WOODLEAF RD	817 017	1,511.40
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019-9760	760 MT HOPE CHURCH RD	4168057	759.77
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OPPELL	TX	75019-9760	820 SUNSET POINTE DR	606H059	1,707.43
CORFLOGIC CENTRALIZED REFUNDS	PO 80X 9202		OPPELL	TX		915 REEVES ST	016A295	1,019.72
CORELOGIC CENTRALIZED REFUNDS	PO BOX 9202		OOPPELL.	TX		940 MATHS AVE	0651005	1,700.65
CORELOGIC TAX	3001 HACKBERRY RD		RVING	TX	+	135 PAYNE RD	146 157	19.45
CORELOGIC TAX SERVICE LLC	3001 HACKBERRY RO		RVING	TX		604 SAFRIT RD	415.036	5.44
CORELOGIC TAX SERVICES LLC	3001 HACKBERRY RD		RVING	TX	and the facility of the first o	1215 STANDING OAK DR	4048048	1,976.37
CORELOGIC TAX SERVICES LLC	3001 HACKBERRY ROAD		RVING	TX	75063-0156	205 STONE RIDGE DR	064C181	6,601.40
CORELOGIC TAX SERVICES, LLC	3001 HACKBERRY ROAD		BVING	TX.		791 UNCOENTON RD	013 407	1.93
CORNELIUS DEBORAH	3580 CARMI LIV		ALISBURY	NC	28144-8890	3580 CARMI LN	165141	1.87
CORNELIUS GARRY L	103 WINDMILL RD		ALISBURY	NC.	28144-8890	0 CARMILIN	309 108	1.87
CORNELIUS GARRY L	101 WINDMILL RD		SALISBURY	NC.	26144-8890	0 CARMI LN	309 110	2.15
CORNELIUS GARRY L	101 WINDMILL RD		ALISBURY	NC.	28144-8890	1333 STANDISH ST	008 13404	9.87
CORNELJUS GARRY L	101 WINDMILL RD		ALISBURY	NC	28147	1341 STANDISH ST	008 23402	8.18

CORNELIUS GARRY L NWF		101 WINDMILL RO	SALISBURY	NC	28144	0 FORNEY ST	008 195	4:36
CORNELIUS GARRY CEMONT SR		101 WINDMILL RD	SALISBURY	NC	28144	1704 W HORAH 5T	005 074	1,22
CORNELIUS TOMAS W		420 RIDGELAND DR	CLEVELAND	NC	27013	O RIDGELAND DR	258 066	2.04
CORNELIUS TOMAS W		420 RIDGELAND DR	CLEVELAND	NC	27013:	420 RIDGELAND DR	258 067	6.40
CORPENING CLAUDE LENARD		PO BOX 1367	WEST BABYLON	NY	11704	609 WHITE ROCK AVE	649 096	9:63
CORNELL GEORGE K		1601 CONG FERRY RD	SALISBURY	NC	28146	O LONG FERRY RD	054 034	1.89
CORRIHER SUSAN C		1020 CANNON FARM RD	CHINA GROVE	NC	28023-0000	O LAKE WRIGHT RD	225A077	1,741.29
CORRIHER'S HILLCREST FARMS		PO BOX 58	CHINA GROVE	NC	28023	0 W NC 152 HWY	113 034	8.52
CORUM KIM YOW		437 DEPOT ST	ROCKWELL	NC	28138-8702	309 W MILL ST	1308160	26.26
COSTA JASON WILLIAM		1170 NC 153 HWY	CHINA GROVE	NC		0 WOODLAND DR	1318109	2.41
COSTNER LAW OFFICE PLLC		10125 BERKELEY PLACE DR	CHARLOTTE	NC	28263	1830 WOODBRIDGE DR	0581114	2,262.79
COSTNER LAW OFFICE PLLC		1012S BERKELEY PLACE DR	CHARLOTTE	NC	28262	1780 N ENDCHVILLE AVE	243 304	12.19
COSTNER LAW OFFICE PLLC		1012S BERKELEY PLACE OR	CHARLOTTE	NC	28262	612 W ROUND ST	131A124	7.36
COSTNER LAW OFFICE, PLLC	NC/SC HEAL ESTATE TRUST ACCOUNT	10125 BERKELEY PLACE DR	CHARLOTTE	NC	28262	1210 GRAHAM WOODS DR	570AD14	1.62
COUGHENHOUR STEVE P		1140 DIAU ST	KANNAPOLIS	NC.	28081-8309	1140 DIAL ST	133A097	7.29
COVVEY FRANCIS STEPHEN		6495 BRUNGLE FERRY AD	SALISBURY	NC	78146	PERSONAL PROPERTY	181721	1.39
COWAN IVEY L		607 W MARSH ST	SALISBURY	NC.	28144	214 MESSNER ST	005 107	2.11
COWAN IVEY L		607 N MARSH 5T	SALISBURY	NC.	28144	522 5 CALDWELL ST	009 443	11.03
COWAN IVEY I		607 N MARSH ST	SAUSBURY	NC.	28144	607 W MARSH ST	009/322	34.70
COWAN IVEY L		607 N MARSH ST	SALISBURY	NC	28144	612 W MARSH ST	009 272	1.67
COWAN IVEY LEE		607 N MARSH ST	SALISBURY	NC		PERSONAL PROPERTY	997678	4.79
COX CHRISTOPHER BRETT		2250 BARGER RD	SALISBURY	NC	28145	2250 BARGER RD	624 114	23.02
COX EDWARD & WF		409 BROOKHELD CIR	SALISBURY	NC.	28146	409 BROCKFIELD CIR	416A095	16.93
COX SANDRA S		4721 (SENHOUR RD	KANNAPOLIS	NC	-	140 DILLON ST	163 020	7.40
COX SANDRA R		4721 ISENHOUR RD	KANNAPOLIS	NC	THE PROPERTY AND ADDRESS OF THE PARTY OF THE	917 N WALNUT ST	149 239	12.04
COX SANDRA R		4721 ISENHOUR AD	KANNAPOLIS	NC.		919 N WALNUT ST	149 032	8,67
CROWN EQUIPMENT CORPORATION		44 S WASHINGTON ST	NEW BREMEN	014	THE RESERVE THE PERSON NAMED IN	PERSONAL PROPERTY	180251	3.73
CUSTOM DESIGN INC D G SERVICES INC		PO BOX 835	SAUSBURY	NC.	28345-0835	2001 5 MAIN ST	165306	1,36
D I'S OF SALIS RESTAURANT INC		890 SHINN FARM RD	MOORESVILLE	NC		890 SHINN FARM RO	176501	1.23
DALE A QUARTERLEY SOLE PROP.		1502 WINNES ST	SALISBURY	NC	28144-2504	1502 WINNES ST	165321	9,66
DALIA JAMES A		206 PERFORMANCE RD	MOGRESVILLE	NC.	28115-9591	206 PERFORMANCE RD	165335	7.82
DACTON DIAMA GIBSON		840 MAINSAIL RD	SALISBURY	NC	28146-1405	PERSONAL PROPERTY	999010	3.75
DANCY PAMELA L		265 SHEPPARD PLANT RD	SALISBURY	NC	28147	520 HARRIS RD	463 280	1.85
DANNENBERGER REGINA E		19885 US 23	CHINA GROVE	OH.	28023 43450	265 SHEPPARD PLANT RD	1218031	7.88
DARCONTE HOBERT O SR CO-TRUSTEE &		2525 ORSAN CHURCH RD	PEMBERVILLE	NC.		125 WILEY LN	610 097	2.51
DARLING JOYCE LYNN		107 ENGLISH OAK LN	ROCKWELL	NC.	28138 28088	2525 ORGAN CHURCH RD	378 027	B.06
DARNELL MARK ANDREW		1039 S DEVON PARK PL	SALISBURY	NC.	THE PERSON NAMED IN COLUMN 2 AND ADDRESS OF THE PERSON NAMED IN CO	PERSONAL PROPERTY	106 025	3.08
DARNELL MARK ANDREW & WF		1039 S DEVONPARK PL	SALISBURY	NC NC	28147	1039 S DEVONPARK PL	176733 458G053	39.36
DATA SEARCH INC		801 CROMWELL PARK DRIVE #112	GLEN BURNIE	MD	21061	3975 PATTERSON RD	210 038	18.58
DAVES ENTERPRISES		172 BARGER RD	SALISBURY	NC.	28146	172 BARGER RD	632 023	4.95
DAVES ENTERPRISES INC. T/A		172 BARGER RD	SAUSBURY	NC NC		172 BARGER RD	165359	6.62
DAVIES TERI JOHNSON		115 DAVIES CIR	CLEVELAND	NC	27013	139 DAVIES CIR.	267 027	23.08
DAVIS & DAVIS ATTORNEYS AT LAW		215 N MAIN ST	SALISBURY	NC.		215 N MAIN ST	165368	5.74
DAVIS CAROLYN B		2560 SORRELL DR	FLORISSANT	MO	63033	0 BOUNDARY ST	025-0880000002	2.26
DAVIS CAROLYN B		2566 SORRELL DR	FLORISSANT	MO	#2040 AU	410 SOUTHERN ST	026 16901	1.48
DAVIS DOROTHY B		PO 80X467	FOREST	VA	24551	C S US 29 HWY	133 257	23.01
DAVIS PHILLIP LEG JR TRUSTEE		PO BOX 481	HARRISBURG	NC	28075-0481	1125 TIMBERBROOK IN	240.053	8.89
DAWIGNS JAMES A		125 OVERMAN AVE	SALISBURY	NC	CONTRACTOR OF THE PARTY OF	12S OVERMAN AVE	021 103	20.05
DAYVAULT KATHY OVERCASH		720 MILLER RD	CHINA-GROVE	NC	28023	740 MILLER RD	114 031	2.69
DE LA GARZA DAVID P		529 5 3RD ST	ALBEMARIE	NC	28001	S10 PLAYGROUND LN	500C645	2.54
DEAL ERIC LEONARD		350 SAW RD	CHINA GROVE	NC.	28023	350 SAW RD	234 099	21.91
DEAN RANDALL EDGENE		820 THOMPSON RD	SALISBURY	NC.		820 THOMPSON RD	820 012	11.45
DEESE MARY JANE ADAMS	% CLIFTON DEFSE	1942 HICKORY LN	LONGS	SE	A STATE OF THE PARTY OF THE PAR	0 JACKSON ST	004 05001	8.63
DELFS KENNETH & MELDDY	100000000000000000000000000000000000000	PO BOX 379	VICTOR	NY	14564	PERSONAL PROPERTY	182090	2.75
DESROSIERS DANIEL AND WE		128 PINE VALLEY DR	STANLEY	NE	28164-9507	1009 SUNSET POINTE DR	606H022	18,57
DICKERSON HUBERT GRANT JR &		174 KEATON RD	CLEVELAND	Acc.		O STEELE RD	714 014	2.29
DIEP NGOC PHAN	REGAL NAILS SALON	2315 ELENDIL UN	CHARLOTTE	NC.		PERSONAL PROPERTY	179957	5.65
DILLARD GEORGE THOMAS	CONTRACTOR CONTRACTOR	2800 WOOGLEAF RD	SAUSBURY	NC	The second contract of the second	PERSONAL PROPERTY	179351	5.31
DIMMETT ANGELA K		347 BEULAH LN	SALISBURY	NC		347 BEULAH LN	629 190	5.24
DINER DRIVE IN INC. T/A		1510 NORTH CANNON BLVD	KANNAPOLIS	NC		1510 N CANNON BLVD	165489	5.52
DIXON DAVID H		1050 HOUSTON IN	CLEVELAND	NC		1050 HOUSTON LN	280 099	4.49
DIS RESTAURANT		1502 W INNES ST	SALISBURY	NC		1502 W INNES ST	163969	6.52
DOGGONE FUN BOARDING	NAME OF THE OWNER OWNER OF THE OWNER OWNE	250 SANDERS MORROW ND	MOUNT ULLA	NC	-	250 SANDERS MORROW RD	168040	2.96
DODLEY JAMES HUR	DOOLEY RITA	220 SHERIDAN DR	SALISBURY	NC		220 SHERIDAN OR	3258107	45.91
	The Assessment Control of the Contro	The state of the s	# 100 mon 1		Chicana .	BRIDE TO SECRETARY ASSESSMENT		
DOWLING ERIC)		118 MHODES OR	SALISBURY	NC	28147	118 BHODES DR	319C117	17.83

DRY GRADY MAX & VICKE P		1150 LANDOVER DR		SALISBURY	NC	28147-5294	PERSONAL PROPERTY	101451	2.21
DUCK ARCADE		1012 MOORESVILLE RD		SALISBURY	NC.	28147-1304	1012 MOORESVILLE RD	177778	4.13
DUFFELL STEVEN L & WF		1110 CHALK MAPLE RO		CHINA GROVE	NC	28023-1515	1110 CHALK MAPLE RD	138 049	10.07
DUFFY MICHAEL JAMES & WF		172 WATER OAK DR		MOORESVILLE	NC	28117-6903	O DEAL ESTATES DA	1378012	5.14
EAGLE TRACY BROOKS		3215 DAUGHERTY RD		CHINA GROVE	NC :	28023-7404	PERSONAL PROPERTY	102281	3.74
EDDIE HAMPTON CONSTRUCTION INC		100 W CORRIHER AVE		SALISBURY	NC-	28144	522 CAROLINA BLVD	069 073	13.16
EDDIE HAMPTON CONSTRUCTION INC.		100 W CORRIHER AVE		SALISBURY	NC	28144	524 MORLAN PARK RD	069 06601	5.08
EFIRO DONALO ALVIN		135 SPRING ESTATES CIR		SALISBURY	NC	28146-9797	PERSONAL PROPERTY	178147	1:86
EGW ENTERPRISES LLC		22 WINSTON ST		THOMASVILLE	NC	27360-3939	O VILLA WOODS DR	419 198	2.51
ELXINS JAMES T III		1034 SHADOWMOSS ET		SALISBURY	NC	28147-9820	1052 SHADOWMOSS CT	4.58L+35	3,06
ELLER KENNETH ARNOLD		1270 SIDNEY DR		SALISBURY	NC	28147-8239	1270 SIDNEY DR	472A094	4.14
ELLER REID ALLEN		155 COUNTRY VIEW RB		RICHFIELD	NC	28137-7911	PERSONAL PROPERTY	103336	8.29
ELLER TRUCK & TRAILER REPAIR, INC		1620 PEELER RD		SALISBURY	NC	28144-7345	O PEELER RD	408 008	17,08
ELLER TRUCK & TRAILER REPAIR, INC		1020 PEELER RD		SALISBURY	NC	28144-7345	O PEELER RD	408 073	10.15
ELLER TRUCK & TRAILER REPAIR, INC		1020 PEELER RD		SALISBURY	NC	28144 7345	1020 PEELER RD	408-097	31.85
ELLER TRUCK & TRAILER REPAIR, INC		1020 PEELER RD		SALISBURY	NC	28144-7345	1160 PEELER RD	408 072	16.45
ELLER TRUCK & TRAILER REPAIR, INC		1020 PEELEN RD		SALISBURY	NC	28144-7345	365 COUNTRY MEADOW TR	113 051	8.18
ELLER TRUCK & TRAILER REPAIR, INC		1020 PEELER RD		SALISBURY	NC	28147	1720 N MAIN ST	115 026	2.37
ELLER TRUCK & TRAILER REPAIR, INC		1020 PEELER RD		SALISBURY	NC	28147	PERSONAL PROPERTY	103352	3.36
FLIER TRUCK & TRI. REPAIR INC		1020 PEELEN RD		SALISBURY	NC	28147-7345	1020 PEELER RD.	165725	7.96
ELLIOTT APRIL LYNN		217 W 11TH ST		SALISBURY	NC	28144	PERSONAL PROPERTY	103384	18.10
ELMORE MARY B		124 OLD COTTON MILL PL		ROARING RIVER	NC	28659	0 DEAL RD	242 109	4.21
ELMORE MARY 8		124 DLD COTTON MILL PL		ROARING RIVER	NC	28669	2080 DEAL RD	242 011	1.61
ELRUSH LLC		9611 BROOKDALE OR STE 100 PMB 212		CHARLOTTE	NC	28215-8776	1403 RENA ST	142A036	3.54
EMERSON GARY WOODARD		370 NEITA DR		SACIŞBURY	NC	28147	370 NEITA DR	330 072	84.62
ENCHATMENT PROPERTIES LLC		5427 SONGBIRD DRIVE		WEST VALLEY CITY	ut	84120	1141 AMBERLIGHT CIR	3251014	1,177.65
ENOCHVILLE FOOD CENTER LLC		915 N ENOCHVILLE AVE		CHINA GROVE	NC	28023-7560	915 N ENOCHVILLE AVE	165744	4.83
ENSALACO MICHAEL I		108 LAUREL GLEN DR		MOORESVILLE	NC	28115	1619 TEETER FARMS DR	214A100	200,00
EPLEY BRENDA W		PO BOX 888		KITTY HAWK	NC	27949-0888	O LENTZ RO	127 129	13.05
EREMIE JACOB	EREMIE KIMBERLY	175 LAUREL LN		SALISBURY	NC	28147	175 LAURE, LN	462 024	28.83
EREMILE KIMBERLY	EREMIE JACOB	175 LAUREL LN		SALISBURY	NC	28147	2385 SHUPING MILL RD	432 013	33.55
ERVIN WILLIAM F & WF		205 SANDHILLS CT		MOGRESVILLE	NC	28115	199 SAND HILLS CT	214A087	11.91
ETHERINGTON RANDALL L		5493 AMERICAN BEAUTY CT		HOUSTON	TX	77041	0 S DEERFIELD CIR	306A077	3.34
ETHERINGTON RANDALL L		5403 AMERICAN BEAUTY CT		HOUSTON	TX	77041-6535	510 GHEEN RD	306 016	5.59
EUART CARLOS ERIC		1395 GLOVER RD		SALISBURY	NC	28146	1395 GLOVER RD	414 120	23.00
FUART CARLOS ERIC		1395 GLOYER ND		SALISBURY	NC	28146-1123	PERSONAL PROPERTY	103977	1.46
EURY TAMMY S		6430 GOLDFISH RD		KANNAPOLIS	NC	28081	6436 GÖLDFISH RD	146 090	8.34
EVANS RAEMI L		700 W MONROE ST		SALISBURY	NC	28144-5214	420 S CRAIGE ST	009 221	2.72
F & M BANK		221 N MAIN ST		SALISBLIRY	NC	28144	510 MINING AVE	461A136	237.11
FAGAN STEPHEN DUANE		5715 DEL PAZ DR		COLONIAL SPRINGS	CO	80918	O SHUE RD	114 259	3.49
FAIRWAY INDEPENDENT MORTGAGE CORPORATION		4750 S BILTMORE LANE		MADISON	Wt	53718	244 WHISPER DR	2218033	25.46
FAULKNER PATRICIA IANE		630 COLEY ND	630 CDLEY RD	SALISBURY	NC	28146-8937	1025 COLEY 8D	354 035	2.30
FESPERMAN TINA F		PO BOX 1075		CHINA GROVE	NC	28923-1075	1111 GRACEBROOK DR	165890	107.13
FINNEY TIM LEE		8030 HOWARD AVE		KANNAPOLIS	NC	28081	8030 HOWARD AVE	746A140	12.00
FIRST NATIONAL ACCEPTANCE CO		PO BOX 980		EAST LANSING	MI	48826-0988	1335 RACHEL LN	469A018	19.34
FIRST STREET LEGAL		9 N FIRST ST		ALBEMARLE	NC	28001	13825 STOKES FERRY RD	537 004	9.98
FISHER JOHN MARSHALL		215 OAK HOLLOW DR		SALISBURY	NC	28146-7877	215 OAK HOLLOW DR	609 118	20.00
FISHER SHIRLEY R		9056 SORROW FARM RD		KANNAPOLIS	NC	28081-9353	O SORBOW FARM RD	243 148	2.46
FISHER SHIRLEY R		9056 SORROW FARM RD		KANNAPOLIS	NC	28081-9353	9056 SORROW FARM RD	243 147	7.67
FLAGG ROSHANTA		1231 KENLY 5T		SALISBURY	NC	28144	1231 KENLY ST	012 08701	12.80
FLETCHER GWENDOLYN W		104 BRIDGEWAY CT		CARY	NC	27511	O OLD MOCKSVILLE RD	304 011	6.71
FLETCHER JEAN WRIGHT		728 KLUMAS RD APT 266D		SALISBURY	NC	28144	O COLEY RD	354 174	1.72
FLOWE PATRICIA BRADSHAW		S45 OLD BRADSHAW RD		SALISBURY	NC	28147	545 OLD BRADSHAW RD	456 152	35.05
FLYNN KAY M		335 ARCHER RD		SALISBURY	NC	28147	O ARCHER RD	453 270	3.70
FLYNN KAY M		335 ARCHER RD		SALISBURY	NC	28147	33S ARCHER RD	453.01003	31.37
FLYNN KAY M		335 ARCHER RO		SALISBURY	NC	28147-9403	335 ARCHER RD	165989	1.05
FINC TITLE SERVICES LLC		905 HIGHLAND POINTE DRIVE STE 150		ROSEVILLE	CA	95678	325 ST MATTHEWS CHURCH RD	510 015	5.55
FORTENBERY PROPERTIES		7000 SUGAR LOAF CI		CHARLOTTE	NC	28210	302 N SALISBURY AVE	648.067	27.61
FORTNER DONALD R JR DMD PA		1834 JAKE ALEX BLVD W 5TE 504		SALISBURY	NC	28147-1135	1834 JASE ALEXANDER BLVD W	166014	99.82
FORTSON DIESEL REPAIR INC		200 MgNTCLAIR DR		SALISBURY	NC	28144	101 FAIRFAX DR	057 04001	27.29
FORTSON DIESEL REPAIR INC.		200 MONTCLAIR DIE		SALISBURY	NC	28144-8720	200 MONTCLAIR DR	166021	1.49
FORWARD LAW	NORTH CAROLINA TRUST-SOUTH STATE	905 PENOLETON STREET		GREENVILLE	SC	29601	BBS GOODNIGHT RD	768 095	10.17
FOURWAYS INVESTMENTS LLC		1090 GOODNIGHT RD		SALISBURY	NC	28147-8509	230 LOCKHART RO	166031	1.45
FOWLER DIANNE		869 FAIRWAY DR		KANNAPOLIS	NC	28081	851 FAIRWAY DR	155.010	9.16
FOWLER ROLAND LEE		636 MULBERRY LN		SALISBURY	NE	28146	PERSONAL PROPERTY	172895	1.43
FOWLER SARA THOMASON FRANKLIN POOL INC		316 ST JOHN DR 150 PONDEROSA DR		SALISBURY	NC	28144	0 W RIDGE RD	319 109	1.83
		A TORREST TO STATE AS A PARTY.		SALISBURY	NC	28144-7149	150 PONDEROSA DR	310 168	25.65

FRANNY MCCARRAN PLUMBING	685 CENTENARY CHURCH RD	MOUNT USEA	NC	28125-8715	120 BELS RD	576 078	B.71
FRANNY MCCARRAN PLUMBING	685 CENTENARY CHURCH RD	MOUNT ULLA	NC	28125-8715	685 CENTENARY CHURCH RD	174381	4.13
FRAYRE FELIPE N	2509 SPRINGDALE AVE	KANNAPOLIS	NC.	28081-2547	PERSONAL PROPERTY	106513	2.18
FREDRICKSON MEREDITH	600 PARK AV	SALISBURY	NC	28144-0000	O N CLAY ST	016 423	2.75
FREEMAN RUSSELL D & WF	350 RIVERWALK DR	SALISBURY	NC	28346-5024	350 RIVERWALK DR	5458006	50.58
FROMEBERGER RICKY FRANCIS & WF	6785 GOODMAN LAKE RD	SALISBURY	NC	28146-8282	O GODDMAN LAKE RD	6060001	6.31
FRYS JEREMY CRAYS	8010 FISHER RD	ROCKWELL	NC	28138-7548	PERSONAL PROPERTY	106962	1.15
FRYE JESSE F. JR	1790 CHINA GROVE RD	CHINA GROVE	NC	28023-6618	1790 CHINA GROVE RD	140 235	63.01
FUNDERBURK BELVIN JR	2235 JACOB BOST RD	SALISBURY	NC	28147	2235 JACOB BOST RD	063 010	1.72
FURR JAMES K	2100 PENNINGER RD	CONCORD	NC	28025	225 RAINTREE DR	387 029	3.66
FUTURE HORIZONS LLC	197 WALNUT ST	MILEORD	CT		310 MOCKSVILLE AVE	006 463	12.21
FUTURE HORIZONS LLC	197 WALNUT ST	MILFORD	CT	06461-2662	122 RIVER BIRCH DR	4.03E+18	10.42
FUTURE HORIZONS LLC	197 WALNUT 5T	MILFORD	CF	06461-2662	312 MOCKSVILLE AVE	006 049	18.13
GAGNON PAUL STEPHEN & WF	1555 LIBERTY RD	GOLD HILL	NC	28071	1555 LIBERTY RD	523 042	792
GARDNER JAMES ANDREW DR & WF	PO BOX 684	MT ULLA	NC	28125	3220 SHERRILLS FORD RD	451.042	9.56
GARDNER JUDITH A	1926 TROUTMAN HILL RD	KANNAPOLIS	NC	28083-9072	325 PIPELINE AD	236 126	11.55
GARDNER THOMAS HOYLE	1926 TROUTMAN HILL RD	KANNAPOLIS	NC	28083-9072	1926 TROUTMAN HILL RD	143 135	1.56
GARDNER THOMAS HOYLE	1926 TROUTMAN HILL RD	KANNAPOLIS	NC	28083-9072	1926 TROUTMAN HILL RD	143 011	4.46
GARIBALDI DENNIS	830 POWELL ST APT 1	SAN FRANCISCO	CA	94108-2033	22S GRAY HAWK DR	372D013	31.36
GARMON DALE DERAY	1375 PHANIEL CHURCH RD	ROCKWELL	NC	28138-7605	1375 PHANIEL CHURCH RD	428 110	20.66
GARMON TROY DOUGLAS	5857 GOLDFISH RD	CHINA GROVE	NC	28023-5627	PERSONAL PROPERTY	175410	1.70
GARRETT GLENN BRYAN	175 ROCK OLIVE DR	ROCKWELL.	NC	28138	175 ROCK OLIVE DR	386A027	4.57
GARY WILLIAM R &WF	810 OVERHILL RD	SALISBURY	NC	28144	810 OVERHILL RD	324G002	42.77
GAYLOR ROBERT ALLEN	1310 N CHAPEL ST	LANDIS	NC	28088	1310 N CHAPIL ST	129 152	14.65
GENTLE LARRY ALEXANDER	955 STONE RD	SALISBURY	NC	28146	0-SELLS RD	325 769	2.23
GENTLE LARRY ALEXANDER	955 STONE RD	SALISBURY	NC	28146	945 SELL5 RD	325 243	10.44
GENTLE LARRY ALEXANDER	955 STONE ND	SALISBURY	NC	28146	955 STONE RD	356 148	7.33
GIBBONS CHARLES F MIK	1072 STARDUST DRIVE	WOODLEAF	NC	27054	0 PARKS RD	818 049	2.80
GILLIAM MARION DOUTING	1025 LAKE FORD RD	SALISBURY	NC	28146	1025 LAKE FORK RD	910 002	19.92
GINGER LLC	977 SEMINOLE TRL #292	CHARLOTTESVILLE	VA	22901	G BOWANZA DR	310331	2.05
GIRDLEN KAREN G	1710 PEELER RO	SALISBURY	NC.	28145	1706 PEELER RD	406 094	12.93
GLAM FAMILY LLC	2141 STATESVILLE BLVD LINIT D	SALISBURY	NC		2141 STATESVILLE BLVD UNIT 0	182767	1.39
GODDMAN JAMES A &WF	1525 GOLD KNOB RD	SALISBURY	NE	28146	1525 GOLD KNOB RD	633 068	66.49
GODDMAN KIM 5	403 17TH 5T	SPENCER	NC		403 W 17TH ST	030 183	16.22
GODOMAN BICKY I	250 GODBEY RD	SAUSBURY	NC	The second secon	158 GOODMAN PARK RD	824 042	7.33
GOODMAN RICKY I	250 GODBEY RD	SALISBURY	NC	28147-9460	160 GOOBEY RD	824 023	12,34
GOODMAN RICKY J	250 GDDBEV RD	SAUSBURY	NC	28147-9460	250 GODBEY RD	82A 034	6.34
GOODMAN RICKY J	250 GODBEY RD	SAUSBURY	NC	28147-9460	250 GOOBEY RD	824 035	1.56
GORDON OBE BOB	1005 MARIE AVE	KANNAPOLIS	NC	28083	1005 MARIE AVE	151 32301	13.93
GORAELL DAVID DWIGHT	165 BOB WHITE RUN	SAUSBURY	NC	28147	165 BOB WHITE HUN	462.037	26.68
GRACTER JAMES B. & WF	240 PALOMINO DR	SAUSBURY	NC	28146	240 PALOMINO DR	619.098	9.49
GRACZYK JAMES BLAKE	240 PALOMINO DR	SALISBURY	NC	The second second second second	PERSONAL PROPERTY	174888	1.50
GRAHAM EXTERIORS, INC	5344 WINGHESTER DR	CONCORD	NC	28027	1009 BEATEN PATH RD	233A044	2.72
GRAHAM EXTERIORS, INC	5344 WINCHESTER DR	CONCORD	NC	28027	709 5 DEAL ST	131 736	2.47
GRAHAM EXTERIORS, INC GRAHAM ROOFING INC	5344 WINCHESTER DR	CONCORD	NC NC	28027-7682	1700 FRANCES ST	166295	1.23
GRAY TINA MYERS	900000000000000000000000000000000000000	SALISBURY	NC.	28146-1443	223 E HARRISON	166299	1.42
GREEN JEFFERY WAYNE	7980 WOODLEAF RD TRER 6	WOODLEAF	NC.	27054-9318 28138-0000	PERSONAL PROPERTY 136 NEAZER ST	176525 430A028	171.34
GREEN KENNETH LEE	180 BECKYS LN	ROCKWELL	NC	28138	180 BECKYS UN	428 149	2,58
GREEN KENNETH LEE	180 BECKYS LN	ROCKWELL	NC.	28138	PERSONAL PROPERTY	10000000000000000000000000000000000000	15.99
GREENE NINA	175 DELAWARE AVE	ROCKWELL FREEPORT	NY.	11520	411 GRANT ST	110353	1.13
GREGG STEVEN)	2197 LILLIE HILL RD	THE PARTY OF THE P	NY	13792	SSS KESLER RD	026 74001	57.85
GREGORY JAMES EDWARD &	0.50,000,000,000,000	APALACHIN	NC.		NORTH MATERIAL CONTRACTOR OF THE PROPERTY OF T	270 074	-
SRIFFIN MICHAEL TRENT	1230 OAK BREEZE DR	MOORESVILLE	NC.	28115	1290 DAK BREEZE DII	214-023	2.28
GRIMES JEFFREY C	103 SOUTH MAIN ST 1475 FIELDCREST DR	SALISBURY	NC	28146-7089	PERSONAL PROPERTY	181047	1.91
GRIZZARD JAMES M & WF	323 SNOWSHOE UN	SALISBURY		The second secon	1475 FIELDCREST DR	355A093	23,26
GROSS ANDREW & WF		OURANGO	00		1135 CHAFFIN RD	707 967	10,34
GROSS THOMAS EMIL	110 SWEET MAGNOUA CT	MGORESVILLE MGORESVILLE	NC	The Annies of the Section of the Section Section 2	120 AIRPARK DR	215 041	10.12
GROVES RONALD WAYNE &WF	18S CLOUD TOP LN 120 AUTUMN GLENN OR	ROCKWELL.	NC.		MILLER AIR PARK 120 AUTUMN GLEN DR	166375	21.47
GULLETT JOHN F	1101 BIRCH ST	SALISBURY	NC.	28138-5609	E ANN ST	3740025	3.00
GUNTHER SHARON C	125 JOY HILL RD	CHINA GROVE	NC NC	- NOTA	THE SAME OF THE PROPERTY AND THE PARTY AND T	071 109	
GURLEY JACK &WF	5045 BAHAMA DR	70 - 20 - 20 - 20 - 20 - 20 - 20 - 20 -	NC	28025	165 JOY HILL RD	121-228	9,64
GUTIERREZ JOAQUIN MOSQUEDA	5045 BAHAMA DK 408 E 12TH ST	KANNAPOLIS	_	28081	135 HIGHTOP LN 408 E 12TH ST	111A029	1.00
GUTTERSON DAVID PAUL IR	170 WILDLIFE ACCESS RD	KANNAPOLIS	NC NC	28883	NAME AND ADDRESS OF THE PARTY O	150 083	14.44
HAGEN ERNESTINE	140 N HIGHTOP 1N	RICHFIELD		28137	170 WILDLIFE ACCESS RD 140 HIGHTOP LN	538A019	2.76
HAGER MARK D	\$295W09005.029V00460	CHINA GROVE	NC.	-	C-14-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	111A027	3.32
TO THOUSAND TO THE TOTAL TO THE	614 N CENTRAL AVE	LANDIS	NC.	11 100000000000000000000000000000000000	608 N CENTRAL AVE	163 108	2,392.42
HAGER RUTH	16S CENTENARY CHURCH RD	MOUNT ULLA	NC.	28125	165 CENTENARY CHURCH RO	576 043	8.84

HAIR BEATRICE MIRIAM		333 CROWELL LN	SALISBURY	NC.	28146	333 CROWELL UN	6090051	27.91
HALTOM GLEN E		25 HAPPY HOLLOW RD	BOOKWELL	NC	28138	25 HAPPY HOLLOW RD	422A086	10.89
HAMILTON SANDRA J &		601 CORDOVA CT	SAUSBURY	NC	28146	601 CORDOVA CI	403G224	2,089.19
HANKIN PACK		5955 CARNEGIE BLVD SUITE 350	CHARLOTTE	NC.	26209	118 ULLY AVE	021 040	18.65
HANKIN PACK		5955 CARNEGIE BLVD STE 350	CHARLOTTE	NC.	28209	3 RYAN 5T	018 023	5.72
HANKINFACK		5955 CARNEGIE BEVD SUITE 350	CHARLOTTE	NC	28209	1203 WOODLAWN ST	155 574	11.92
HANNAH MOON-RMI		3251 KEADY MILL LOOP	KANNAPOUS	NC.	28081	1300 LARCHMONT PL	335A708	17.13
HARDISTER BRADLEY C &		2667 PANTHER CREEK RD	SALISBURY	NC	28146-2518	PERSONAL PROPERTY	112191	7.33
HARDWICK KATHY P.		1175 COUNTRY STROLL IN	MOORESVILLE	NC	28115-6769	PERSONAL PROPERTY	112264	1.60
HARDY JASON M		1145 E RIDGE RD	SALISBURY	NC	28144	SELIS RD	321 291	2.20
HARRINGTON DANIEL MORSE		6420 BRUNGLE FERRY RD	SALISBURY	NC	28146	6420 BRINGLE FERRY RD	621 044	8.56
HARRINGTONJOHN		319 ROOKY CREST CIR	SALISBURY	NC	28146	319 ROCKY CREST CIR.	353H148	43.29
HARRIS LARRY GENE		1425 OLD CRESS RD	SALISBURY	NC	28147	PERSONAL PROPERTY	174716	3.20
HASKELIS HARDWARE INC		1450 PINNACLE WAY DR	LANCKS	NC	28088-1946	916 SPRINKLER DR	166508	10.54
HATLEY DANIEL ALEXANDER SR &WF		295 EDWARDS RD	MOORESVILLE	NC	28115	295 EDWARDS RD	242.085	20.17
HATLEY JOHN C II		45S ACORN DAKS OR	SALISBURY	NC	28146	0 FIELDBROOK DR	417C281	2.48
HATLEY JOHN C II		455 ACORN DAKS DR	SALISBURY	NC.	28146	455 ACORN OAKS DR	417C163	20.02
HAWKINS KIMBERLY DENISE		207 OVERLAND PARK DR	HOUSTON	TX	77049	0 HAWKINSTOWN RD	324 208	1.09
HAYNES LARRY STEWART		365 PAIGE DR	SALISBURY	NC	28147	365 PAIGE DR	209 142	13.73
HAYNES LARRY STEWART		365 PAIGE DR	SALISBURY	NC.	28147	PERSONAL PROPERTY	113461	1.48
HAYNES LOCKSMITH INC		PO BOX 21	CHINA GROVE	NC.	28023-0021	208 REAVER ST	166523	9.98
HAYNES MARTHA SMALL		507 8TH ST	SPENCER CHINA GROVE	NC NC	28159	PERSONAL PROPERTY	091.034 179045	1.35
HAYWOOD CONARD L		719 AMHERST CT	100000000000000000000000000000000000000		-	HOLD CONTRACTOR CONTRA	500A196	169
HAZELWOOD RACHEL JESSUP		PO BOX 5224	HIGH POINT	NC NC	27262-5224	365 SAPONA DR		3.49
HEATH BILLY LANE & WF		115 BEECHWOOD DR	SALISBURY	_	28347	115 BEECHWOOD DR	7698046 028 189	9.93
HEGGINS ARTHUR		PO BCX 611	SALISBURY SALISBURY	NC NC	28145	201 JACKSON ST 4415 OLD CONCORD RD	411A008	2.70
HEILIG RUBY I		110 GLOVER RD	SALISBURY	NC.	28146	9 OLD CONCORD RD	411 119	3.26
HEIDE TONY MITCHELL		110 GLOVER RD	SALISBURY	NC	28146	110 SLOVER RD	411 104	11.19
HEILIG TRUCKING INC		110 GLOVER RD	SALISBURY	NC	28146-9732	110 GLOVER RD	166540	3.53
CONTRACTOR OF THE CONTRACTOR O		The state of the s	CHINA GROVE	NC.	28023	O DAUGHERTY RO	424 049	3.22
HELMS MARK EDWARD HELMS RONALD RALPH		3735 DAUGHERTY RD 475 BROWN ACRES RD	SALISBURY	NC	28146	475 BROWN ACRES RD	623 200	12.96
HELMOTH JANA		119 WILD ROSE LOOP	MOGRESVILLE	NC.	28115	207 PERFORMANCE RD	239 066	29.57
HELTON WENDY M		1223 BEL AIR OR	FUNT	MI	48507-3303	205 MILTON ST	415 081	9.86
HENRY TONY HAYES		735 HANCOCK ST APT 2	BRODKLYN	NY	11233	Q HALL ST	029 048	1.65
HERRMANN DONALD R & WF		1155 FOX CHASE CT	SALISBURY	NC	28146	1155 FOX CHASE CT	411025	19.83
HERZOG-GREGORY A		329 W 14TH 5T	SALISBURY	NE	28144	329 W 24TH ST	004 027	16.94
HESS MANUFACTURING INC		PO BOX 1615	SALISBURY	NC	28145-1615	185 PIPER LN	167353	23:00
HESS PROPERTIES OF SALISBURY LLC		PO 80X 1615	SALISBURY	NC.	28145-1615	185 PIPER LN	471 115	64.03
HESS PROPERTIES OF SALISBURY LLC		PO 80X 1615	SALISBURY	NC	28145-1615	185 PIPER UN	471 116	75.82
HILL PAUL		4010 DAK ST	SALISBURY	NC	28147 8720	305 BURLESON HILL RD	548 003000001	4.30
HILL RICHARD NEAL		305 BURLESON HILL RD	RICHFIELD	NC	28137-7981	305 BURLESON HILL RD	548 003000002	1.41
HILLARD CHARLES DANIEL		160 PINE HILL RD	SALISBURY	NC	28144	168 PINE HILL RD	320 048	15.32
HILLMAN GROUP INC		10590 HAMILTON AVE	CINCINNATI	OH	45231-1764	PERSONAL PROPERTY	180303	3.00
HINSON FAULK PA	REAL ESTATE TRUST ACCOUNT	403 GILEAD RO STE J	HUNTERSVILLE	NC	28078	301 COPES CT	154G032	5.58
HINSON FAULK PA	Institution and the second	309 POST OFFICE DR	INDIAN TRAIL	NC	28079-7671	D EARNHARDT RD	065 431	64.36
HINSON FRANKIE M-OR KATHY BLACK		313 N MERIAH ST	LANDIS	NC	28088	313 N MERIAH ST	107 029A	8.53
HINSON TIM KELLY		PO BOX 148	CLEVELAND	NC.	27013	D THIRD CREEK CHURCH RD	258 125	166.65
HINSON TRACY KEITH		2125 CHENAULT RD	CLEVELAND	NC	27013-8201	D THIRD CREEK CHURCH HD	258 126	166.65
HIFF JOHN H & WF		2036 WDODLEAF RD	SALISBURY	NC	28147-1131	2036 WOODLEAF RD	327 035	5,37
HOARD LAW PC	Total Control of the	5000 FAIRVIEW RD SUITE 1200	CHARLOTTE	NC.	28210	1710 CHANTILLY LN	063A004	28.84
HOBBS ROBERT E	HOBBS DOLORES	1305 GHEEN RD	SALISBURY	NC	28147	1305 GHEEN RD	305 087	28.34
HOCHSTETLER ANDREW & WE		1010 WILL BLACK RD	SALISBURY	NC	28147-6798	D WILL SLACK RD	303.014	2.90
HOOGES KENNETH		PO BOX 1284	HUNTERSVILLE	NC		6 ROY CLINE RD	438 078	2,01
HODGES SILAS NED & WI		2404 MCGILL ST	KANNAPOLIS	NC	28081	2404 MCGILL 57	245A13801	10.19
HOFFMAN CHARLEY GREGORY		1325 KIMBALL RD	CHINA GROVE	NC		1325 KIMBALL RD	119 017	18.13
HOLDER CLARENCE		2915 OWENTON RD	CORINTH	KK.		0 W RIDGE RD	319 114	2.18
HOLSHOUSER STEVEN CHRIS:		8535 CASTOR RD	SALISBURY	NC	28146	CASTOR RD	420 308	3.43
HOLT KEVIN &WF		610 LAWN AVE	HOLLAND	Mt	49424	3204 WINGED FOOT DR	326/031	71.18
HOLTHOUSER KATHY L		P O 80X 389	MOUNT MOURNE	NC		6 RIDGEWOOD DR	566 079	4.23
HONEYCUTT DOROTHY MAIL		14201 OLD BEATTY FORD RD	ROCKWELL	NC	28138	14201 OLD BEATTY FORD RD	385 004	6.79
HONEYCUTT MARIE ANN G		1021 DUKE ST	KANNAPOLIS	NC	28081-8328	1021 DUKE ST	141 054	15.94
HONEYCUTT TAMMY JO		4225 OLD KATHLEEN RD	LAKELAND	FL.	33810	210 SYLVESTER AD	127 011010001	5.41
HOOKS SOPHIE U		PO 80X 451	GAKBORO	NG	28129-0451	3160 MILLER RD	475 015	4.74
HORNE EDWARD G		390 FLETCHER RD	RDOKWELL	NC		PERSONAL PROPERTY	116571	9.00
HORNE HARRY E & WIT		2456 DUTCH RD	MOUNT PLEASANT	NC		1055 SHORE ACRES RD	639.025	7.33

HOSKINS CONSTRUCTION LLC		3340 HELMSLEY CT	CONCORD	NC	28027-7983	1106 BENTLEY CT	4260134	3.48
HOUSTON DAVID WAYNE		495 ALAN CIB	SALISBURY	NC	28147-8251	0 ALAN CIR.	472A022	2.75
HOUSTON PEARL TODD	The second of th	2515 AMITY HILL RD	CLEVELAND	NC	27013	5445 AMITY HILL RD	280A007	51.20
HOWARD FRANKLIN E	HOWARD PRISCILLA O	1401 WEST A ST	KANNAPOLIS	NC	28091	1401 W A ST	153 035	20.63
HOWARD S. IRVIN, F.A.	REAL ESTATE TRUST ACCOUNT	PO BOX 1198	CONCORD	NC	28026-1198	153 DOBY DR	540 092	436.51
HOYLE CHARLES JAMES III		409 STALLINGS RD	MATTHEWS	NC	28106-2711	PERSONAL PROPERTY	180406	2.48
HOYT AMY O'NEAL		1608 LOWER STONE CHURCH RD	ROCKWELL	NC	28138	7760 US 52 HWY	356 098	58.13
HP TRUST ACCOUNT		5955 CARNEGIE BLVD STE 350	CHARLOTTE	NC	28209	1139 KEYSTONE DR	4720024	26.83
HP TRUST ACCOUNT		59SS CARNEGIE BLVD STE 350	CHARLOTTE	NC	28209	1709 SAWTDOTH CT	129N009	35.36
HUBBARD PIPE & SUPPLY INC		PO BOX 1570	FAVETTEVILLE	NC.	28302-1570	2211 MAIN ST	176306	2.38
HUDSON JOSEPH H & WF		717 FOIL ST	SALISBURY	NC		PERSONAL PROPERTY	117202	1.05
HUGHES RALPH CHARLES		147 NORTHCREST DR	KANNAPOLIS	NC	28081	0 TANGLEWOOD DR	2498193	1.31
HUGHES RALPH CHARLES		147 NORTHCREST DR	KANNAPOLIS	NC	28381	147 NORTHCREST ST	2498171	15.52
HUGHES RALPH CHARLES		147 NORTHEREST DR	KANNAPOLIS	NC	28061	806 OVAL 57	148 051	4.71
HUGHES WILLIAM EUGENE	A CONTRACTOR OF THE CONTRACTOR	5535 US HWY 601	SALISBURY	NC	the best territories and the best and the contract of the cont	PERSONAL PROPERTY	117415	9.62
HUNTER ROLAND IN	HUNTEH SONYA	2402 ASHE AVE	EANNAPOLIS	NC	28083-9146	2402 ASHE AVE	162 0708	411.03
HURD VICKIE P		216 COPPERHEAD RD	KANNAPOLIS	NC	28081	8480 WRIGHT RO	247 008	8.80
HURD VICKIE PARKS		216 COPPERHEAD RD	KANNAPOLIS	NC.	28081	304 COPPERHEAD RD	247 101	3.29
HURLEY GORDON PANNILL		24 PINE TREE RD	SALISBURY	NC	The state of the s	24 PINE TREE RD	041 011	155.21
HYDE HAROLD CLAYTON IR		6918 SANDUSKY BLVD	CONCORD	NC NC	28027-3910	2603 VALE AVE	155 077	4.51
HYDRAULICS DEPOT LLC		PD BOX 835	SALISBURY	NC	28145-0835	2001 5 MAIN 5T	166785	4.44
CARE HOLDINGS SALISBURY LLC		2004 SOLWAY LN	CHARLOTTE	NC.		1040 E INNES ST	174312	77.62
IDE MEUSSA ANN		6308 MARBELLA BLVD	APOLLO BEACH	FL.	33572	683 LINCOUNTON RD	013 138	32.79
IIAMES JOHN CALVIN IR & WF		4780 NEEDMORE RD	CLEVELAND	NC	27013	4780 NEEDMORE RD	709 109	11.02
IL COLOSSEO ITALIAN RESTAURANT		716 JAKE ALEXANDER BLVD W	SALISBURY	NC	THE RESERVE AND ADDRESS OF THE PARTY OF THE	714 JAKE ALEXANDER BLVD W	166833	10.60 34.82
KOANNIDIS KATHRYN	2.14684.1.141602	1155 GEORGIA OAK LN	LANCIS	NC	28088	1155 GEORGIA OAK LN	1290001	
JOLTA TRUST ACCOUNT	SANDRA L KNOX	19410 JETTON RD STE 190	CORNELIUS	NC NC	28031	260 BOSTIAN HEIGHTS ST	423A01501	18.54
ISAACSON JOANNA K		5518 E ROCKINGHAM RD	GREENSBORO	196	27407-7242	280 ELLEN ST	359 076	7.53 8.69
ISIGMA A GKONMAH DDS MPH PA		PO BOX 2525	SALISBURY	MD	Charles and the second district of the second	408 STATESVILLE BLVD 0 POTNECK RD	166893	5.48
IVEY RICHARD M & WF		11 SHADY RIDGE CT	PARKTON PARKTON	MO	21120-0000	and the both of the Control of the C	302 015 302 019	24.13
IVEY RICHARD M & WI		11 SHADY RIDGE CT		-		1350 POTNECK RD		11.27
IACKSON AGNESS M		160 GETER RD 629 F BANK ST	SALISBURY	NC NC	27054 28144	160 GETER RD 429 E BANK ST	803A003 019 060	5.61
JAEGER PATRICIA A			CHARLOTTE	NC.	28215	1960 OLD US 70 HWY	827 016	29.27
JAIMES-BENITEZ TEODULO JAMES MARY R		5210 TIMBERTOP CANE. 1504 ADAMS CIR	HAMPTON	VA	23663	O NEELYTOWN RD	482A203	1.04
IB PROPERTIES		1216 S MAIN ST	KANNAPOLIS	NC	28081	0 BARNHARDT RO	221A076	1.01
JENNINGS WILLIAM CARTER IR		295 JENNY DR	SALISBURY	NC	28146	295 JENNY DR	0548026	1,911.65
JENSEN LEDN BRUCE		904 DIAL ST	KANNAPOLIS	NC	28083	PERSONAL PROPERTY	179591	1.14
JETER RUBY ANN		626 RIVERSIDE DR APT 200	NEW YORK	NY	10031	O BEAGLE CLUB RD	620 069	5.16
WITE		11 LAWTON LN	SALISBURY	NC	28144	1819 E INNES ST	071A001	72.51
IU U.C		11 LAWTON LN	SALISBURY	NC.	28144	1819 E INNES ST	071A003	20.30
JOBLING ANDREA M		5403 AMERICAN BEAUTY CT	HOUSTON	TX	77041	0.5 DEERFIELD CIR	306A078	3.34
JOHNNYS MUFFLER AUTO EXPRESS		4015 5 MAIN ST	SALISBURY	NC	28147	4015 S MAIN ST	407 109	23.64
JOHNNYS MUFFLER AUTO EXPRESS		4015 5 MAIN ST	SALISBURY	NC	The second second	4015 5 MAIN ST	167122	1.98
JOHNS GARY &		204 CAMERON DR	SALISBURY	NC	28147	0 CAMERON DR	459.266	10.00
IOHNSON FRANCIS & WF		PO BOX 7395	SALISBURY	NC	28145	2412 MOORESVILLE RD	459 229	28.74
JOHNSON HERMAN WILLIE		305 AIRPORT RD	KANNAPOLIS	NC	28381	PERSONAL PROPERTY	176856	1.11
JOHNSON KENNETH JAMES		5828 LOWER STONE CHURCH RD	ROCKWELL	NC	The second second second	9585 CASTOR RD	421 192	5.54
JOHNSON KENNETH JAMES		5828 LOWER STONE CHURCH RD	ROCKWELL	NC		PERSONAL PROPERTY	119523	2.05
JOHNSON REGINA II		PC 80X 2395	SALISBURY	NC	28145	0 BAXX DR	459 093	2.40
IOHNSON SYLVIA ANN		1177 BEAGLE RUN	SALISBURY	NC.	28146	1177 BEAGLE RUN	6198132	16.51
SONES LAVONIA ANN		1023 N JACKSON ST	SALISBURY	NC	28144	1023 N JACKSON ST	003 215	10.43
IONES MARVIN ALEXANDER IR		BGO LAKEVIEW RD	SALISBURY	NC.	- Carlotte	860 LAKEVIEW RD	453 103	12.32
JONES MORRES ROOSEVELT		4455 MOUNT HOPE CHURCH RD	SALISBURY	NC	Action in the second in the second	4455 MT HOPE CHURCH RD	419 266	2.20
ONES RALPH DOUGLAS		295 DRIFTWOOD TRL	SALISBURY	NC	Charles and the Contract of th	PERSONAL PROPERTY	120195	1.57
IONES RANDY R		225 PHANIEL CHURCH RD	ROCKWELL	NC	-	225 PHANIEL CHURCH RD	425 038	7.88
JORDAN DEANNA MABE		1850 UBERTY RD	GOLD HILL	NC	The second second second	PERSONAL PROPERTY	182951	70.30
KADELA JONS & WF		1132 WESTLAKE DR	KANNAPOLIS	NC	28081	1132 WESTLAKE DR	1428144	99.81
KASRIKER PHILLIP M &WF		2520 ENOCHVILLE AVE	MOORESVILLE	NC	28115	O N ENOCHVILLE AVE	243 002	1.84
KEELER JEFFREY JOHN		517 CAYMAN AV	HOLLY SPRINGS	NC	27540	PERSONAL PROPERTY	171991	1.04
KEEN JOHNNY LEE		10180 STOKES FERRY RO	GOLD HILL	NC	28071	10180 STOKES FERRY RD.	512011	20.59
KEEN JOHNNY LEE		10180 STOKES FERRY RD	GOLD HILL	NC	28071	PERSONAL PROPERTY	121009	1.20
KEENER COMMUNICATIONS LLC		930 PEBBLE POINT RD	SAUSBURY	NC	28146	O KERN CARLTON RD	603 043	1.45
KEENER COMMUNICATIONS LLC		930 PEBBLE POINT RD	SALISBURY	NC	28146	O KERN CARLTON RD	603 141	16.50
KEENER COMMUNICATIONS LLC		930 PERRLE POINT	SALISBURY	NC	28146	O LEE TREXLER RD	508 053	1.39
The state of the s			1224000000		The second secon		COCDOLL	44.74
KEENER COMMUNICATIONS LLC		930 PEBBLE POINT BD	SALISBURY	NC	28146	930 PEBBLE POINT RD	6060014	44.04

KEENER COMMUNICATIONS LLC		930 PEBBLE POINT RD	SALISBURY	NC	28146-8299	930 PEBBLE POINT RD	167125	13,55
KEENER COMMUNICATIONS LLC		930 PEBBLE POINT RD	SALISBURY	NC	28146-8299	930 PEBBLE POINT RD	179226	12.38
KELLER JERRY W TRUSTEE		PO BOX 441	MT MOURNE	NC	28123	1118 GATEWAY DR	290C036	47.92
KELLEY SANDRA KAY		335 SAILBOAT DR	SALISBURY	NC.	28146	0 SAILBOAT DR	5008553	54.00
KENNEDY WANDA M		10610 STATESVILLE BLVD	CLEVELAND	NC		0 BACK CREEK CHURCH RD	566 056	1:84
KENNEDY WANDA M		10630 STATESVILLE BLVD	CLEVELAND	NC	27013-8107	0 FIBER ACRES A ST	2720062	1.24
KENNEDY WANDA M		10610 STATESVILLE BLVD	CLEVELAND	NC	27013-8107	10610 STATESVILLE BLVD	272 052	26.10
KENNEDY WANDA M		10610 STATESVILLE BLVD	CLEVELAND	NC	27013-5107	2785 BACK GREEK CHURCH RD	366 017	8.85
KEPLEY DAVID L & WF		712 S MAGNOLIA AVE	TUCSON	AZ	85711	0 GOODSON RD	314 053	10.87
KESLER ARCHER S		1395 PROVIDENCE CHURCH RO	SAUSBURY	NC	28146-0000	THE PERSON NAMED OF THE PE	626 119	84.71
KESLER NANCY C		601 PINEWOOD AVE	SAUSBURY	NC	28146	D HUBLEY SCHOOL RD	456 0490002	8,90
KIKER PROPERTIES		133 E COUNCIL ST	SALISBURY	NC	- Transmission and the second	NATIONAL AND ADDRESS OF THE PARTY OF THE PAR	105547	28.37
KIMBALL BEN C		465 KIMBALL RO	CHINA GROVE	NC	28023-7536	465 KIMBALL RD	167188	1.92
IONG SAMUEL F ETAL		8028 UNITY CHURCH RD.	KANNAPOUS	NC	28081	6 UNITY CHURCH RD	248 228	10.00
KIRK JON E		22S PAYNE RD	KANNAPOLIS	NC	28083	225 PAYNE RD	146A001	43.25
KIRK RICKY WAYNE		1360 BEAGLE CLUB RD	SALISBURY	NC	28146-2012	1360 BEAGLE CLUB RD	619 030000002	2.83
KIRTLEY MARCIA TENOH		105 KINSHIP LN	APEX	NC.	27502	395 BUNNY HOP LN	722 005	6.79
KLUTTZ H CHARCES & WF		516 MINING AVE	SAUSBURY	NC.	26147	0 MINING AVE	461A002	1.67
KLUTTZ INVESTMENT GROUP LLC		816 E WORTHINGTON AVE	CHARLOTTE	NC	28203	710 CAROLYN AVE	151 165	15.11
KLUTTZ JEFFREY W & WF		224 FERRIS AVE	ROCKWELS	NC	28138-9062	D RATTLESNAKE ST	4208111	4.20
KLUTTZ JODY PATTERSON		224 FERRIS AV	ROCKWELL	NC.		PERSONAL PROPERTY	177972	1.06
KLUTTZ MARTIN W		1820 KLUTTZ 8D	SALISBURY	NC.	28346	1788 KLUTTZ RD	355 122	1.20
KLUTTZ-MARTIN W & WF		1820 KLUTTZ RD	SALISBORY	NC.	28146	1820 KLUTTZ RO	355 045	2.36
KLUTTZ TONY LEE		101 UPRIGHT AV	CHINA GROVE	NC.	#13009/00/PW-900/yhos	101 UPRIGHT AV	227A016	17.47
KMD HOLDINGS LLC		1001 OLD WEST INNES ST	SALISBURY	NC.	28144-3171	0 SHANNON DR	322ADBB	1.30
KMD HOLDINGS (LC:		1001 OLD WEST INNES ST	SAUSBURY	NC.	28144-3171	231 W 11TH 5T	003 227	11.22
KNIPP LAW OFFICE PLUC	_	8221 VILLAGE HARBOR DR	CORNELIUS	NC	28031-3706	1001 E 22ND ST	140AG35A	20.36
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR	CORNEUUS	NA.	28031-3706	0 W LIMITS ST	107 223	3.71
KNIPP LAW OFFICE PLLC KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR	CORNELIUS	NC NC	28031-3706 28031-3706	100 MARY ST 1005 5 ZION ST	034-155 157-051	1,519.91 9.38
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR 8221 VILLAGE HARBOR DR	CORNELIUS	NC.	26031-3706	- With the Park of the Control of th	025 066	7.78
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR	CORNEDUS	NC.		1205 BUTLER ST 1307 FORESTDALE DR		24.65
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR	CORNELIUS	NC.	28031-3706	205 FOREST WINDS DR	326A099 322 223	5.04
KNIPP LAW OFFICE PLIC		8221 VILLAGE HARBOR DR	CORNELIUS	NC	28031-3706	232 WELLINGTON ESTATES DR	1388027	25.96
ENIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR	CORNELIUS	NC.	28031-3706	2418 WINFIELD 5	145 229	4.10
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOS DR	CORNELIUS	NC	28031-3706	330 KIMBALL LOOP	130 96302	17,75
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR	CORNEUUS	NC	28031-3706	406 N KIMMONS ST	107 036	2.86
KNOTTS ROGER DWIGHT		1175 BURKESWAY DR	SALISBURY	NC		PERSONAL PROPERTY	177847	3.80
KODIE CONNER RACING INC.		6749 PLYLER RD	KANNAPOLIS	NC	28081-8795	6749 PLYLER RD	175745	2.77
KODIE CONNEIL HACING INC		6749 PLYLER RO	KANNAPOLIS	NC	28081-8795	PERSONAL PROPERTY	996471	1.01
KOLKEBECK CRAIG		226 5 ELLIS 5T	SALISBURY	NC	28144-0000	226 5 ELLIS ST	010 00102	40.91
KOONS JOHN III		5348 CHANDLEY FARM OR	CENTREVILLE	VA	20120	165 BIRCHWOOD DR	356D11202	2.10
ROONTZ & SMITH ATTORNEYS AT LAW		PO DRAWER 1067	SALISBURY	foc	28145	501 CORNELIUS RD	3618037	14.66
KOUCOULKOTESPASTRAN JENNY J		1242 ROANDKE AVE	CHARLOTTE	NC	The second secon	322 E COUNCIL ST	0109012	16.82
KOVACH JOSEPH R		34264 CAMINO CAPISTRANO UNIT 319	DANA POINT	CA	92624	805 LONG BOW RD	8078093	1.91
KROKSON BENTLEY L & SPOUSE		152 BRAWLEY WOODS LN	MODRESVILLE	NC	28115	2295 LONDON AD	216 385	63.39
KUNKLE JASON M &WF		120 HEDGEWOOD DR	MOORESVILLE	NC	28115	1165 LAWING DR	130 255	39.88
KURFEES JAMES DOUGLAS & WF		150 MESSICK RD	SALISBURY	NC	28147-8472	150 MESSICK RD	823 042	9.30
LAKEWOOD CO INC		20 PINE TREE RD	SALISBURY	NC.	28144	D RED ACRES RD	461A149	6.02
LAMHERT JANET G		1405 ST PAUL CHURCH RD	SALISBURY	NC	28146-7825	1312 ST PAULS CHURCH RD	404 131	2.25
LAMBERT SANDRA L		1069 WATSON CT	MOCRESVILLE	NC	28115	1069 WATSON CT	240 043	16.61
LASSITER & LASSITER ATTY		PO BOX S48	STATESVILLE	NC	28687	621 W CEMETERY ST	006 218	1.85
LASSITER & LASSITER, ATTORNEYS AT LAW		PO 80X 548	STATESVILLE	NC	28687	0 WHITEHEAD AVE	033 046	1.07
LASSITER DODGLAS LAWRANCE		3203 WINGED FOOT DR	SALISBURY	NC	Chicago Carlos Contractor	640 MAHALEY AVE	002 034A	1,881.69
LATONE LAWRENCE 5 &		1719 FANTASIA CIR	HERNOON	VA	20170	712 N FULTON ST	006 413	18.28
LAUGHLIN ROSALIE K		209 W BANK ST	SALISBURY	NC	28144	209 W BANK ST	010 167	66.76
AVARIERE JOSEPH		305 LEXINGTON RD	NINGFORD	ME	04947	0 US 52 HWY	3664013	2.36
LAW OFFICE OF ANTHONY 5 PRIVETTE PLLC		3475 EAST BROAD STREET	STATESVILLE	NC	28625	135 LANDMARK OR	624 070	22.22
AWING CHARLES A & WF		1275 LAWING DR	CHINA GROVE	NC.	28023	0 LAWING DR	130 347	1.34
AWTHER FRANCIS RIVERS		BOS S ELLIS ST	SALISBURY	NC .	28144	PERSONAL PROPERTY	173629	15.00
EATHERMAN GERALDINE SHOAF		320 FOUR OAKS RD	WOODLEAF	NC	27054	320 FOUR OAKS RD	801 021	12.92
LENOIR RHYNE UNIVERSITY		BOX 7546	HICKORY	NC	28603:	D WINFIELD ST	145A06008	3.91
EONARG ALUMINUM UTILITY BLOG		PO BOX 1738	MGUNT AIRY	NC	27030-1728	PERSONAL PROPERTY	167422	4.78
FONARD ALUMINUM UTILITY BLDG		PO BOX 1728	MOUNT AIRY	NC	Table System Constitution of the Constitution	PERSONAL PROPERTY	182550	1.14
EONARD ALUMINUM UTILITY BLDG		PO 80X 1728	MOUNT AIRY	NC		PERSONAL PROPERTY	182552	2,63
A STATE OF THE STA	ATTN: CENTRALIZED REFUNDS	1123 PARKVIEW DB	COVINA	CA	91724	160 ROGER DR	463 273	1,582.01
LERETA LLC	partial continuences aeronos	TTEST PROPERTIES DEL	Translated.	100	CALL AND ALL	1100 NOGER DO	4507.67.2	

LEWIS RICKEY EUGENE		250 BEAVER ST	KANNAPOLIS	NC	make a contract of the contrac	O BEAVER ST	143 109	2,66
LEWIS RICKEY EUGENE		250 BEAVER ST	KANNAPOUS	NC	The second second second second	250 BEAVER ST	143 034	11.69
LGFCU	ATTN: ESCROW/TAX DEPT	PO DRAWER 25279	RALEIGH	NC	27611	309 LOCHSHIRE LN	8174059	952.51
LGI HOMES NC LLC	270000000000000000000000000000000000000	1450 LAKE ROBBINS DR STE #430	SPRING	TX	77380	G FAITH RD	404 142	4.86
LGI HOMES NO LLC		1450 LAKE ROBBINS OR STE #430	SPRING	TX	77380	0 FAITH-RD	404 143	5.93
EGI HOMES NO LEC		1450 LAKE ROBBINS OR STE #430	SPRING	TX	77380	0 FAITH BD	404 144	16.67
LGI HOMES NO LLC	1	1450 LAKE ROBBINS OR STE 4430	SPRING	TX	77380	O FAITH ND	404 145	7.49
EGI HOMES NC LLC		1450 LAKE ROBBINS DR STE #430	SPRING	TX	77380	280 LIMESTONE TER	4049001	4.79
LGI HOMES NC LLC		1450 LAKE ROBBINS OR STE #430	SPRING	TX	77380	285 LIMESTONE TER	4048087	1.89
LGI HOMES NC LLC		1450 LAKE ROBBINS OR STE #430	SPRING	TX	77380	296 LIMESTONE TER	4048002	7.75
LGI HOMES NC LLC		1450 LAKE ROBBINS OR STE #430	SPRING	TX	77380	310 LIMESTONE TER	4048003	34.86
LGI HOMES NC ILC		1450 LAKE ROBBINS OR STE #430	SPRING	TX	77380	315 LIMESTONE TER.	4048084	1,89
EGI HOMES NC LLC		1450 LAKE ROBBINS DR STE #430	SPRING	TX	77380	320 LIMESTONE TER	4048004	1.89
LGI HOMES NC LLC		1450 LAKE ROBBINS OR STE #430	SPRING	TX	77380	335 LIMESTONE TER	4048086	-
LIDDLE DEARDRA		5735 BERTIE AVE	SALISBURY	NC	28147	7786 FREEZE RD	269A090	11.30
LINDE INC		PO BOX 808	TONAWANDA	NY	The state of the s	1709 JAKE ALEXANDER BLVD	182380	512.13
LINKER BONNIE LINN		220 PANFISH LN	SALISBURY	NC	28146-7539	220 PANESH LN	509A211	1.16
LINKOUS DANNY RAY & WF		330 AIRPARK DR	MOORESVILLE	NC	28115	130 AIRPASK DR	215 042	42,91
UPE HERMAN DOYLE		PO 80X 231	LANDIS	NC		604 W RICE 57	1308139	6.86
LITTLE BUCK FOOD STORE		PO BOX 6404	CONCORD	NC		717 N CANNON BLVD	167475 181960	1.80 7.36
LITTLE CAESARS		121 N LOWELL ST	IRONWOOD	MI	49938	Z109 N CANNON BLVD		7,83
LITTLE CAESARS	() () () () () () () () () ()	23 N MOWELL STREET	HRONWOOD	MI	49938	2143 STATESVILLE BLVD	181959 0680007	18.28
LITTLE DEBRA S		1114 CELEBRATION DR	SALISBURY LABORATA DE ACIA	NC OA	28144	1114 CELEBRATION DB		1,593.63
LOANCARE		3637 SENTARA WAY	VIRGINIA BEACH	NC NC	28147	323 2NO AVE	1648015 327C133	23.73
LOCKERT CHERYL SMITH		1603 WELLINGTON HILLS CIR	SALISBURY	NC	28147	1603 WELLINGTON HILLS CIR 401 GOLD HILL AVE	364 00601	41.16
LOMBARD ELIZABETH DR HEIRS		A01A GOLD HILL AVE	ROCKWELL	NC.	28146	WOODLEAF RD	332 114	9.24
LONG CRAIG A		310 TRAVISLIN	SALISBURY	NC.	-	407 W MAIN ST	252 033	32.42
LOONEY LOIS EVELYN		407 W MAIN ST	ROCKWEIL	NE	28138-8586	966 W MAIN ST	180439	5.03
LOS JACUBES FAMILY MEXICAN		966 W MAIN ST 1384 WHITMAN DR	CONCORD	NC	28027	160 BARNWOOD DR	4368006	5.24
LOTFY FOUAD & LOFTY MAIA		1384 WHITMAN DR NW	CONCORD	NC		O LAKE WRIGHT RD	225 094	5.20
LOTFY'S HOMES LLC			CONCORD	NC.	28027-6090	108 KIOWA CT	120A010	5.78
LOTTY'S HOMES LIC		1384 WHITMAN DR NW 10889 CAMERON LN	MIDLAND	NC	28107	O N MAIN ST	165.262	1.04
LOVE KEVIN D		10889 CAMERON IN	MIDLAND	NC-	28107	2416 N MAIN ST	160 182	1.83
LOVE ROGER DATE		10855 JIM SOSSOMAN RD	MIDLAND	NC	28107	ON MAIN ST	156 119	3.51
LOVE ROGER DALE		10855 JIM SOSSOMAN RD	MIDLAND	NC	28107	2418 N MAIN ST	160 195	192
LOVE ROGER DALE & WF		10889 CAMERON LN	MIDLAND	NC	28107-4724	212 FALCON RIDGE RD	423 138	4.47
LOVE WILLIAM E		835 DAUGHERTY RD	CHINA GROVE	NC.	78023-7674	G BACKWOODS LN	135 132	3.68
LOWE PATRICIA PATRICK		PO BOX 144	GOLD HILL	NC	28071-0144	180 WILES RD	543 020	4.66
LOWERY WILLIE M		712 PINEHURST ST	SALISBURY	NC	28144 6339	712 PINEHURST ST	061A140	1,576.00
LUCHA PAUL A JR &		1125 OAK GROVE UN	SALISBURY	NC	28146	1125 DAK GROVE IN	6.30E+133	58.23
LUDWICK JOHN D & CAROL T		6450 OLD CONCORD RD	SALISBURY	NC	28144	PERSONAL PROPERTY	174439	1.97
LYERLY JAMES LEE		458 YATES ND	SALISBURY	NC.	100000	PERSONAL PROPERTY	127385	7.00
M & P PROPERTY HOLDINGS LLC		103 5 CENTRAL AVE	LANDIS	NC	28088	645 CRESCENT RO	358 023	5.55
MBM FRAMING LLC		4988 IRISH POTATO RD	KANNAPOUS	NC	28083-9659	1200 LOUISE AVE	151 056A	5.49
M&M FRAMING LLC		4988 IRISH POTATO RD	KANNAPOLIS	NC		2771 MICEARLAND DR	417.317	1 95
M.R.B. ENTERPRISES INC		410 WATER OAK IN	CHINA GROVE	NC.		218 WATER OAK LN	167571	46.03
MACAULAY RYAN PAUL & SPOUSE		539 DAK LEAF WAY	KANNAPOLIS	NC	28081-5877	1068 HASTINGS CT	1380014	4.29
MACK EDWARD) IR		329 2ND AV	CHINA GROVE	NC.	28023-2395	329 2ND AVE	1648025	23.57
MAINES MICHAEL LEWIS		1890'S CASTLEVIEW RD	SALISBURY	NC	28146-9398	1090 S CASTLEVIEW RD	359H046	39.03
MAINES MICHAEL LEWIS		1090 S CASTLEVIEW RD	SALISBURY	NC	28146-9398	PERSONAL PROPERTY	127740	1.10
MARLOWE DONALD R		712 EVELYN AVE	KANNAPOLIS	NC	28083-3035	712 EVELYN AVE	151 134	15.22
MARRONE ANDREW H NWF		5709 137TH PL SE	EVERETT	WA	38103-0000	290 VILLAGE CREEK WAY	463C294	13.42
MARTIN JASON C. & WF		170 HOUPE RD	CLEVELAND	NC	27013	O HOUPE RD	702 023	2.60
MARTIN KLUTTZ LAWN CARE & LANDSCAPING		1820 KLUTTZ RD	SALISBURY	NC		1820 KLUTTZ RD	178445	1.11
MARTINRAY HOLDINGS LLC		114 MORLAKE DR STE 109	MOORESVILLE	NC		O WILKINSON RD	240 070	1.29
MARTINRAY HOLDINGS, LLC		114 MORSAKE DR STE 103	MODRESVILLE	NC	28117-9211	O GODBEY RD	825 050	8.08
MASON DEVIN D		PO BOX 691	CHINA GROVE	NC.		102 FREEZE MEADOW RD	180772	2.32
MASON MARGARET IOHNSON		931 GRAHAM LOOP RD	MOUNT ULLA	NC	28125-8767	- The problem of the state of t	570.043	24.97
MATTHEW RIVERIA DMC PLLC		834 SLOOP AVE	KANNAPOLIS	NC	28083-0000	814 SLOOP AVE	151 525	69.41
MATTHEWS MARY ELLEN		157 FOREST MEADOW IN	SALISBURY	NC	28144	157 FOREST MEADOW LN	304 102	11.87
MATVIYCHUK OLHA &		230 DEVON DR	SALISBURY	NC.	28147-7843	130 DEVON DR	4648068	1957
MAUROMATA ILC		1510 W INNES ST	SALISBURY	NC	28144	1510 W INNES ST	167702	5.66
MAYHEW VALERIE		PO BOX 244	COOLEEMEE	NC	27014	1820 GLOVER RD	414.054	3.79
MCCALLISTER TERESA K		250 KENT RD	SALISBURY	NC	28347-7877	250 KENT RD	4648075	20.24
MCCALLUM PERRY LAVOSSE		1054 BURKESWAY DR	SALISBURY	NC	28346-8670	PERSONAL PROPERTY	128956	1.51

MCCLELLAN SIDNEY R &		2820 SANBORN AVE	NAPLES	R.	34120	17022 OAK BREEZE CIR	214 064	2.19
MCCRANN MICHAELI		490 LAKE DORNGACH DR	PINEHURST	NC	28374	O BOYDEN RD	013.252	4.60
MCCRAW HULON C TRUSTEE		101 DAUSUEL TRL	HENDERSONVILLE	NC-	28791-9734	1535 SELLS RD	321 109	13.28
MCDANIEL CHAD L & WF		9181 BRINGLE FERRY RD	SAUSBURY	NC	28146	9182 BRINGLE FERRY RD	644 050	55.99
MCDANIEL CHAD LEE		9181 BRINGLE FERRY RD	SAUSBURY	NC	28146	PERSONAL PROPERTY	171406	2.90
MCGANIEL LAVIE B		1715 POWELL RD	WOODLEAF	NC	27054	1715 POWELL RD	706.001	3.90
MCDANIEL RAYMOND		4189 CHAPEL LAKE DR	DECATUR	GA.	30034	160 PICKLER RD	3078086	6.75
MCDANIELS MICHAEL TODD & WF		1102 E 22ND ST	KANNAPOLIS	NC	28083	1102 F 22ND ST	140 027	9.44
MCEACHERN ALBERTA H		1123 LAUREL ST	SALISBURY	NC	28144	1122 LAUBEL ST	012 261	8.57
MCGALLIARD ROBERT TONY & WF		710 KIMBALL RD	CHINA GROVE	NC	28023-7539	195 MARTIN FARM RD	388.072	6.27
MCGALLIARD ROBERT TONY & WF		710 KIMBALL RD	CHINA GROVE	NC.	28023-7539	710 KIMBALL RD	1238089	8.89
MCGEE ALLEN		320 FREEDOM DR	SALISBURY	NC	28147	320 FREEDOM BR	451A216	1.34
MEGUIAE GUY W & WF		3740 STATESVILLE BLVD	SALISBURY	NC.	28147	374050 STATESVILLE BLVD	334 019	3,51
MCINTOSH LEE THOMAS		PO BOX 1453	YORKTOWN	VA	23692	0 KEPLEY RD	313 058	4.18
MCINTYRE LINDA DELORES WRICE		2002 CARNATION OR	DURHAM	NC.	27703	D RAILROAD ST	649 089	2.63
MCKENZIE MARK		PO 80X 636	GRANITE QUARRY	NC	28072	210 TEAGUE RD	3.53£+189	17.41
MCNALLY NELLIE M		1305 WELLINGTON HILLS CIR	SALISBURY	NC.	28147	1305 WELLINGTON HILLS CIR	3278098	7.23
MCNAUGHT & CLEMENTS PLLC		138 MORLAKE DR STE 100A	MOORESVILLE	NC	28117	406 CHAPEL ST	109 012	1,599.03
MACNEELY TERRY A & WF		1135 BEATEN PATH	CHINA GROVE	NC .	28023	1135 REATEN PATH RD	227AB19	12.60
MEMORY BANKING T/A		1315 KEPLEY RD	SALISBURY	NC		1315 KEPLEY RD	167823	1.63
MENDEZ CHERYL H		125 CLAYMOOR DR	SALISBURY	NC.	and the property of the same o	0 PDP BASINGER RD	358 022	1.53
MENDIOLA EVERARDO HERNANDEZ & WF		PO 80X 2763	SALISBURY	NC.	28145-2763	455 FREEDOM DR	451A199	5.91
MENKEN ERIC LOUIS		170 RIMER RD	SALISBURY	NC	28146 0996	0 RIMER RD	4210121	4.90
MENKEN ERIC LOUIS		170 RIMER RD	SALISBURY	NC.	28145-0996	170 RIMER RD	421C128	5135
MERRELL PARTNERS		PO BOX 1085	HUNTERSVILLE	NC	28070	1505 PEACH ORCHARD RD	406 010	16.91
MERRELL PARTNERS LLC		PO BOX 1085	HUNTERSVILLE	NC	28070	0 PEACH ORCHARD RD	406 126	15.45
MICHAELS WINDOWS AND SIDING		PO BOX 1350	KANNAPOUS	NC	28082	137 COUNTRY VILLAGE DR	755 170	5.11
MILEMS REPAIR SERVICE		1185 LENTZ RD	CHINA GROVE	NC.	28023	1145 LENTZ RD	125,029	30.12
MILEMS REPAIR SERVICE		1185 LENTZ RD	CHINA GROVE	NC	26023	7925 UNITY CHURCH RD	248.093	5.27
MILLBRIDGE RORIYAN CLUB INC		3060 MILLBRIDGE RD	CHINA GROVE	NC	28023	0 SCOAN RD	203 0220002	2.19
MILLER ANGELA I		127 W CENTERVIEW ST	CHINA GROVE	NC	28023	122 W CENTERVIEW 51	102 114	14.35
MILLER (FSSICA B		829 CANNON ST	ROCKWELL	NC	28138-8750	6550 BROOKS BD	360 195	4.63
MILLER LEE EUGENE		1010 BELK HO	MOUNT ULLA	NC.	28125-0000	PERSONAL PROPERTY	181564	2.06
MIRACCO KRISTI		1445 PINE RIDGE RD	CHINA GROVE	NC		1445 PINE RIDGE RD	128 066	13.67
MISENHEIMER TERRIC		1866 WILLIAMS RD	FORT MILL	SC	29715	0 ROCKWELL RD	371 088	12.65
MONTGOMERY ELEANOR N		STA HIDDEN CREEK CIK	SALISBURY	NC	28147	914 HIDDEN CREEK CIR	3-26E+08	31.66
MOORE ERIC ALLEN		2946 MOUNTAIN RD	CLEVELAND	NC	27013	3338 MOUNTAIN RD	253 011	74.02
MOORE GLENWOOD VANN & WF		310 TRAVISEN	SALISBURY	NC	28146	WOODLEAF RO	317 135	3,086.51
MGORE JOHN R & WF		485 KNOTTY PINE CIR	SALISBURY	NC.		475 KNOTTY PINE CIR	601 212	4.84
MOORE JONATHAN T		3365 TONOPAR ST	OCEANSIDE	CA	92054	0 CDOL SPRINGS RD	731 042	1.06
MOORE MARY ANN		2940 MOUNTAIN RD	CLEVELAND	NC.	27013	3225 SHERRILLS FORD RD	459-133	74.03
MOORE MARY ANNE	% ERIC A MOORE	2940 MOUNTAIN RD	CLEVELAND	NC NC	27013-0000	2920 MOUNTAIN RD	253 001	74,03
MOORE MARY ANNE	% ERIC MOORE	2940 MOUNTAIN RD	CLEVELAND	-	27013-5765	2940 MOUNTAIN RD	367967	74.03 26.35
MOOSE PHARMACY OF KANNAPOLIST		1113 N MAIN ST	KANNAPOLIS	NC NC	28145-7160	1113 N MAIN ST	167999	
MORGAN BETTY JEAN PARHAM		420 CROMER RD	SALISBURY	MC MC		420 CROMER RD	359 078	1.08
MORGAN BETTY JEAN PARHAM		420 CROMER RD	10000000000	-		Proprietable and the second se	423 072	
MORGAN BETTY JEAN PARHAM MORGAN GLENN LEE		822 MITCHELL AVE	SALISBURY CHINA GROVE	NC NC	28023	D STOKES FERRY RD	175730 510 048	1,37 3,26
MORGAN GLENN LEE		822 MITCHELL AVE	CHINA GROVE	NC.	28023	822 MITCHELL AVE	1140120	11.21
MORGAN GLENN LEE		822 MITCHELL AVE	CHINA GROVE	NC.	28023-9413	150 MORGAN RD	524 011	8.10
Property of the Control of the Contr		- Property Section Control Control	SALISBURY	NC.	28145	510 EMERALD BAY DR	503A009	-
MORGAN REBECCA KAYE MORGAN RENA F		510 EMERALD BAY DR 105 HEMLOCK DR		NC.	28147	105 HEMLOCK DR		3,112.B4 1,625.74
MORGAN RODNEY I		201 EASTWOOD DR	SALISBURY	NC.	28146-7043	D ROYAL ST	329C204 026 131	2.52
MORRIS T JEFFERSON & SP		U DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DE LA COMPANIA DE LA COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DE LA COMPANIA DE LA COMPANIA DE LA C	SPENCER	NC.	28159	403 CRESTWOOD LN	036A087	25,30
MORROW & BRITTON, PLLC	TRUST ACCOUNT	403 CRESTWOOD UN 312 SOUTH CHESTER STREET	GASTONIA	NC.	28052	681 ERVIN FARM FC	241 066	5.66
MORTGAGE INFORMATION SERVICES, INC	TROJI ACCODAT	4877 GALAXY PARKWAY SUITE I	CLEVELAND	OH	44128	760 MT HOPE CHURCH RD	4168057	11.57
MORION TERRY WAYNE JR		8147 UNITY CHURCH RD	KANNAPOLIS	NC	28082	PERSONAL PROPERTY	174648	1.19
MORTON TERRY WAYNE IR & WF		8147 UNITY CHURCH RD	KANNAPOLIS	NC.		STARNES FARM RD	248 249	5.44
MULTI-STATE ESCROW ACCOUNT	AVENUE 365 LENDER SERVICES LLC	1100 VIRGINIA DR STE 130	FORT WASHINGTON	mark the Colores	19034	1028 KINGSWAY DR	6188016	137.84
MULTI-STATE ESCROW ACCOUNT	AVENUE 365 LENDER SERVICES LLC	1300 VIRGINIA DR STE 130	FORT WASHINGTON		19034	260 HOUPE ND	702.041	142.62
MULTI STATE ESCROW ACCOUNT	AVENUE 365 LENDER SERVICES LLC	1100 VIRGINIA DR STE 130	FORT WASHINGTON	_	19034	226 DAN ST	331A038	139.89
MURPHY PAMELA MILLER	HARME AND TEMPER SERVICES ITC	1385 MAJOLICA RD	SALISBURY	NC.	28147-8019	1385 MAIDUCA RD	451 100	14.65
MUTZ KIMBERLY H		2626 FOX FIRE DR	SAUSBURY	NC.	28147-7859	THE CONTRACTOR OF THE CONTRACT	4618373	32.51
MV BILLS COLLECTED DSO		402 N MAIN ST STE 101	SALISBURY	NC	28144	MV BILLS ONLY	MVBILLS113	61.94
MYERS CHRISTINA CLOUGH		812 S IREDELL AVE	SPENCER	NC.		380 DUNNS MOUNTAIN CHURCH RD	066 061	9.95
NAA CORPORATION		204 PERSHING AVE	RADFORD	VA.		305 FORBES AVE	470 069	59.64
NATO ALISON		1100 CATAWBA POINT LANE APT 11	KANNAPOLIS	NC		3SD WACCAMAW DR	601 111	5.43
COMPANY TO A PROCEEDING TO A PROCESS OF THE PROCESS		12200 CATAMOR PUBLICABLE ART II	FRANKAPUCIS:	Life"	(20003 4453	1990 MACCAMAMON	901 1111	3.93

NANCE & OVERBEY PLLC		234 E INNES ST	SALISBURY	NC.	26144	1516 N RIDGE AVE	159 266	32.70
NANCE & OVERBEY PLEC	The second secon	214 E INNES ST	SALISBURY	NC	28144	255 HIDDEN HUT RD	4.64E+164	21.63
NANCE & OVERBEY PULC	IOLTA TRUST ACCOUNT	214 E INNES ST	SALISBURY	NC	28144	410 SIDES ST	357 115	21.42
NANCE & OVERBEY PLLC	, astronomento o vintano	214 £ INNES 57	SALISBURY	NC	28144	515 PINEWOOD AVE	057A149	27.69
NANCE & OVERBEY PLLC		214 E INNES ST	SAUSBURY	NC	28144	621 ROWAN MILL RO	461A041	812
NASSEN AMERICA AYALA		1206 POPLAR GLEN DR	KANNAPOLIS	NC	28083	1206 POPLAR GLEN OR	1438001	12,35
NC LUMBER & SUPPLY LLC - CHINA GROVE		PO BOX 310	CLIMAX	NC	27233-0310	2235 E NC 152 HWY	178463	3.43
NELSON E MICHAEL		207 VALCEYVIEW RD	MOGRESVILLE	NC:	28117-0000	0 MOORESYRLE RD	214 017	2.84
NELSON E MICHAEL		207 VALLEYVIEW RD	MOGRESVILLE	NC	28117-0000	16985 MOORESVILLE RD	214 018	7.59
NELSON RICHARD GARRET		270 BUCCANEER CIR	SALISBURY	NC	28146 2487	270 BUCCANEER CIR	601 140	2.00
NELSON RICHARD GARRET		270 BUCCANEER CIR	SALISBURY	NC.	28146-2487	280 BUCCANEER CIR	601 119	2.12
NEWSOM BRENT RAY		485 RANCHWOOD DR	SALISBURY	NC.	28146	PERSONAL PROPERTY	135436	4.01
NEWTON JAMES EVAN &WF		355 COUNTRY RIDGE RD	ROCKWELL	NC	28135-7010	353 COUNTRY RIDGE RD	431A084	39.87
NICHOLS PETER BALDWIN & WF		9451 LIVE OAK PLACE 102	FT LAUDEROALE	FL	33324	5135 GOODMAN LAKE RD	614.022	24.97
NICHOLS PETER BALDWIN & WF		9451 LIVE OAK PLACE 102	FT LAUDERDALE	FL	33324	PERSONAL PROPERTY	335579	2:71
MICHOLS STEPHEN ANDERSON & WF		650 ACORN OAKS DR	SALISBURY	NC	28146-9149	650 ACORN DAKS DR	4170210	1.00
NISHTHA LLC		613 N US 29 HWY	CHINA GROVE	NC	28023-0000	615 N HIGHWAY 29	382054	7.50
WODINE WILLIE LITTLE		1311 N MAIN ST	KANNAPOLIS	NC	28081	1333 N MAIN ST	159.156	26,48
NORTH CAROLINA IOLTA TRUST ACCOUNT NORTH MILL EQUIPMENT FINANCE I.C.	MATHESON LAW FIRM PA TRUSTEE	9013 PERIMETER WOODS DR STE 1	CHARLOTTE	NC	28216-0042	118 E MILLER ST	011 147	1,618,20
		1611 N INTERSTATE 35E SUITE 428	CARROLLTON	1X	75006-8516	PERSONAL PROPERTY	182494	1.37
NORTHERN LIGHTS PROPERTIES LLC NORTHERN LIGHTS PROPERTIES LLC		5286 EADS TER	The Villages	FL	32163-1013	301 S WEST ST	009.427	667.30
Control of the Control of Control		S286 EADS TER	The Villager	Pi.	32163-1013	309 GREEN ST	016-251	754.71
NORTHERN LIGHTS PROPERTIES LCC NULL ALLEN W		5286 EADS TER	The Villages	FL.	32163-1013	325 PLEASANT COVE RD	644 131	146.55
OBER KEITH E		239 CEDARWOOD DR	SALISBURY	NC	28147	219 CEDARWOOD DR	329C203	31.32
DODIE EDNA INEZ		4520 PEBBLEBROOKE CIR SW	EDNCORD	NC	28027	206 CEDAR BROOK DR	2492023	1.90
ODDIE ROBERT LEON		2220 BARGER RD	SALISBURY	NC	28146	2220 BARGER RD	625 053	7.14
DDOM THELMA C		2890 GODIE RD	SAUSBURY	NC	28146	0 ODDIE RD	624 002	18.59
OLIVER JEFFREY BENTON		790 CANNON ST	ROCKWELL	NC	28138-8472	790 CANNON ST	963 022	15.29
OLSEN VICKIE		408 N MAIN GO ST	SALISBURY	NC	28146	408 N MAIN 5T	648 105	62.92
OLYMPIC CROWN STORAGE INC		1320 PARK AVE	SAUSBURY	NC.	28146	1320 PARK AVE	057A118	19.32
OPARA KIMBERLY D HAWKINS		915 BENDIX DR	SALISBURY	NC:	28146-0000	915 BENDOX DR	068 048	250.98
ORANGE COAST LENGER		207 OVERLAND PARK DR. 1800 COMMERCE DR STE 520	HOUSTON	TX	77049	1012 HAWKINSTOWN RD	324A020	6.63
OSTER RONALD I AWF		5150 BASSWOOD DR	PITTSBURG	PA NC	15275 28025-0000	2845 ENDN CHURCH RD.	329-417	1,329.99
OVERCASH KIM & WF		133 CONSTANCE CT	CONCORD CHINA GROVE	NC.	28023	14S PARADISE DR 133 CONSTANCE C7	5008491	1.31 334.66
OVERCASH RANDY D		160 COCL CREEK IN	MOUNT ULLA	NC.	28125	0 CDOL CREEK LN	1199055 5638012	
OVERMAN RICHARD D & WF		SIISO MEADOW IN	SALISHURY	NC	28147	5850 MEADOW LN	4828132	12.59
OVERMAN RICHARD DUR. & WF		5725 US HIGHWAY 601	SALISBURY	NC	28147	5725 U5 601 HWY		16.41
OWENS BETTY POPE		710 STH ST	SPENCER	NC .	28159-1520	710 5TH ST	911 024 033 153	8.96
OWENS JACK D	DWENS MARY R	11070 UNITY CHURCH RD	MOORESVILLE	NC	28115	11070 UNITY CHURCH RD	232 023	12.00
P&P MANAGEMENT		145 STAYSAIL RD	SALISBURY	NC .	28146	PERSONAL PROPERTY	995646	1.76
PACIFIC PREMIER TRUST		1801 CACIFORNIA ST STE 800	DENVER	CO	80202	3015 N CANNON BLVD	1338016	1,152.83
PACK STANLY G		3455 NC HIGHWAY 801 5	ADVANCE	NC.	27006	1915 STOKES FERRY RD	071 128	21.00
PAGE VIRGINIA.		410 GENEVA DR	ROCKWELL	NC	28138-9633	0 RDY CLINE RD	438 075	2.99
PAPAC F.G		3125 PERBLE BAY DR	LEAGUE CITY	TX	77573	5055 STATESVILLE BLVD	316 016	15.02
PARKER DOROTHY ANN ELLIS		185 JOE LEWIS ST	SALISBURY	NC	28146	0 JOE LEWIS ST	353 174	2.37
PARKER DOROTHY ANN FILIS		185 JOE LEWIS ST	SALISBURY	NC	28145	0 VERONICA LN	353 099	3.43
PARKER DOROTHY ANN ELLIS		185 IOE LEWIS ST	SALISBURY	NC.	28146	0 VERONICA LN	353 173	4.21
PARKER GARY W		PO 80X 193	MÉADOW BRIDGE	WV	25976	SOUTH RIVER CHURCH RD	708 098	1.73
PATHGROUP LABS LLC		5301 VIRGINIA WAY STE 300	BRENTWOOD	TN	37027	1809 BRENNER AVE	173767	1.07
PATRNO HECTOR TAMAYO		421 IVERNESS EN	SALISBURY	NC	28146-6212	421 INVERNESS LN	065H136	26.17
PATTERSON BONNIE LYNN		150 N HIGHTOP LN	CHINA GROVE	NC	28023	150 HIGHTOP UN	111A028	3.32
PAXTON ETHEL WYATT		530 BROOK CIR	SALISBURY	NC.	26147-9430	530 BROOK CIR	3340144	14.07
PAXTON PAUL DARREN		131 CAMPBELL RD	WOODLEAF	NC	27054	131 CAMPREIL RD	8172007	1.25
PAYNE FRANK STEVENSON IR		275 FORSAKEN DR	CHINA GROVE	NC	28023-5622	PERSONAL PROPERTY	138138	2.32
PEDULLA TRUCKING, EXCAVATING & PAVING, I		1275 SHINN FARM RD	MOGRESVILLE	NC	28115-4301	1275 SHINN FARM RD	2308048	139.50
PEREZ DONNA MARIF		4RSS MILLER RO	SALISBURY	NC		4855 MILIER RD	466 024	9.97
PEREZ DONNA MARIE		4855 MULER RD	SALISBURY	NC	28147-7638	PERSONAL PROPERTY	138705	2.58
PERFECT ROSE THE LLC		PO BOX 2467	SALISBURY	NC	28145	302 E GLENVIEW DR	158477	3.57
PERRELL BARBARA KEPLEY		275 PERRELL RO	WOODLEAF	NC	27054 9326	275 PERRELL RD	818 079	7.34
PETHEL KAY HELMS		2822 N CANNON BLVD	KANNAPOLIS	NC	28083	2822 N CANNON BLVD	133 145	9.76
PETRAS REAL ESTATE LLC		402 W GLENVIEW DR	SALISBURY	NC	28147-0000	402 W GLENVIEW DR	462D022	93.67
PLTREA DALE R		573 JESSE SAFRIT RD	SALISBURY	NC	28147-9068	PERSONAL PROPERTY	182659	2.19
PETREA FRANCES I.		2405 VALE AVE	KANNAPOLIS	NC	39081	24DS VALE AVE	160 00103	4.64
PFEIFFER COLLEGE INC		PO BOX 960	MISENHEIMER	NC	28109	O BROWN ACRES RD	623 0530003	8,705.49
PFEIFFER COLLEGE INC		PO BOX 960	MISENHEIMER	NC	28109	O BROWN ACRES RD	623 0530003	48.81
PHILIP BYRO REAL ESTATE HOLDINGS LLC		314 HOGANS VALLEY WAY						

PHILLIPS DAVID F		119 ALMOND RD	MOORESVILLE	NC.	28115-6718	PERSONAL PROPERTY	171860	2.73
PHILLIPS RODGER DALE		1070 SPRING VALLEY LN	SALISBURY	NC-	28147-8103	PERSONAL PROPERTY	139368	1.25
PHOENIX ASSET MANAGEMENT		7800 E UNION AVE SUITE 575	DENVER	CO	80237	1895 MEADOWCREEK DR	224 048	5,91
PICHARDO I NATIVIDAD SOTO.		320 S US 29 HWY LOT 5	CHINA GROVE	NC	28023-9200	PERSONAL PROPERTY	139427	1.36
PHTARD J B JR	PITTARD LISA	PO 80X 332	LANDIS	NC	28088	904 3 VALLEY ST	132 165	24,74
PITTARD J 8 JR	TOTAL CONTRACTOR	904 5 VALLEY ST	LANDIS	NC	28088	PERSONAL PROPERTY	178220	1.13
PITTARD J B JR	PITTARD LISA	PO BOX 332	LANDIS	NC	28088-0332	1300 PITTARD ST	132 106	7,44
PITTARO J B JR	PITTARO LISA	PO BOX 332	LANDIS	NC	28088-0332	935 S KIMIMONS ST	132 151	2.47
PITTARD JAMES CHARLES		PO BOX 332	LANDIS	NC	28088	O'S KIMMONS ST	132 011	3.71
POLARIS HOME FUNDING		PO BOX 1163	CHINA GROVE	NC	28023 1163	SOB'S MAIN ST	168611	2.76
POLK CHARLES DARRELL		151 44TH ST SW	GRANDVILLE	Mi	49418	1004 BEAGLE RUN	6198140	18,27
POOLE ERIC DEAN		3340 THIRD CREEK CHURCH RD	CLEVELAND	NC	27013-8965	3340 THIRD CREEK CHUNCH RD	260 008	2.52
POOLE ERIC DEAN		14935 OLD BEATTY FORD RD	GOLD HILL	NC	28071-9646	O OLD BEATTY FORD RD	382 036	2.16
POOLE ERIC DEAN		14935 OLD BEATTY FORD RD 14935 OLD BEATTY FORD RD	GOLD HILL	NC.	28071-9646	O OLD BEATTY FORD RD	382 052	2.68
POOLE ERIC DEAN		14935 OLD BEATTY FORD RD	GOLD HILL	NC.	28071-9646	14935 OLD BEATTY FORD RD	382 024	11.59
PORCH CONVERSION OF CHARLOTTE INC.		12705 BRINGLE FERRY RD	GOLD HILL	NC NC	28071-9646	PERSONAL PROPERTY	140147	1.22
POTEAT PAUL MATTHEW		210 HIDEAWAY ST	RICHFIELD	NC.	28137-7940 28083-8715	519 N RAKROAD ST	176625	1.07
POWE THOMAS MICHAEL		740 KINGSBURY LN	KANNAPOLIS	GA.	30087	PERSONAL PROPERTY	140525	228.65
POWELL KENNETH F JR		PO BOX 2222	STONE MOUNTAIN		28145	108 KRIDER ST	250 034000001	3.38
POWELL MARIE C		3706 SHOUP CT	CHARLOTTE	NC NC		311 CUTHBERTSON ESTATE DR	004 065	8.22
POWELL ZACHARY R		705 POWELL RD		NC.	27054-0000		806A084	2.53 5.44
POWLAS PATRICIA DENT		2580 GHEEN RD	SALISBURY	NC.	28147	# SAGAR SPECIFICATION STATES	630A232	
PRAECHTI, IAMES RONALD		4055 FISH POND RD	SALISBURY	NC.	28146	2580 SHEEN RD	317 035	10.00
PRAECHTL JAMES RONALD		4055 PISH POND RO	SALISBURY	NC.	28145-8057	PERSONAL PROPERTY	617.149 174756	21.77 4.26
PRICE NAEGEL R		511 E RYDER AVE	LANDIS	NC.	28088-1521	D E RYDER AVE	109 152	4.02
PRICE NAEGELIK		511 E RYDER AVE	LANDIS	NC.	28088-1521	S11 E RYDER AVE	109 144	108.35
PRIORITY TITLE & ESCROW LLC		641 LYNNHAVEN PARKWAY STE 200	VIRGINIA BEACH	VA	23457	1238 MAKWELL 5T	003 285	2,758.21
PRIORITY TITLE & ESCROWILLC		641 LYNNHAVEN PARKWAY STE 200	VIRGINIA BEACH	VA	23452	734 TANGLEWOOD DR	029 072	3.55
PRIORITY TITLE & ESCROW LLC		641 LYNNHAVEN PARKWAY STE 200	VIRGINIA BLACH	VA	23452	734 TANGLEWOOD DR	029 072	750.50
PRMI		PO 80X 593	SALT LAKE CITY	UT	84110	O MOORESVILLE BD	814 080	1.53
PROPST TONY ILSR		3405 SIDES RD	BOCKWELL	NC	28138-6756	3405 SIDES RD	356 040	6.52
PROVIDENCE PROPERTIES OF		1520 CANDLEWYCK CT	KANNAPOLIS	NC	Z8081	O UNITY CHURCH RD	249 116	25.39
PROVIDENCE PROPERTIES OF		1520 CANOLEWYCK CT	KANNAPOLIS	NC	28081	7088 UNITY CHURCH RD	249 005	19.37
PUBLICOM INC		PO BOX 4546	ROANOKE	VA.	24015-0546	PERSONAL PROPERTY	168732	102
PUCKETT DERWOOD SINK		1150 PROVIDENCE CHURCH RD	SALISBURY	NC	28146	1150 PROVIDENCE CHURCH RD	620.018	5.74
PUCKETT JIMMY		120 MARY ESTHER IN	CHINA GROVE	NC	28023	120 MARY ESTHER LN	243C016	15.07
PORSER & GLENN PELC.		2760 EAST WIT HARRIS BLVD STE 200	CHARLOTTE	NC	28213	0 BOSTIAN RD	134 012	16.66
QASIM SHAMSA		223 FERNCLIFE DR	SALISBURY	NC	28147-8737	223-FERNCLIFF DR	4.62E+198	107.92
QUIK WELD	No. of the second secon	249 WAYCROSS DIL	ROCKWELL	NC	28138	249 WAYCROSS DR	434 054	18.41
R & D FLIGHT SERVICES (LC.	ATTN SEAN IAN MALONE	611 MOCKSVILLE AVE	SALISBURY	NC	28144-2705	ROWAN COUNTY AIRPORT	168758	15.57
RABON MELVIN RANDALL	10	2845 OLD MOCKSVILLE RD	SALISBURY	NC	28144-9074	4470 HAMPTON RD	310 163	12.81
RAHME RICKY JOE		1635 WEAVER RD	CHINA GROVE	NC.	28023-8729	PERSONAL PROPERTY	141655	3.21
RAINES UNDA C &		2274 PANTHERVIEW TR	MORRISTOWN	TN	37814-2644	13011 MOORESVILLE RD	212.003	14.50
RAINWATER HOWARD 5 & WF		975 BARNHARDT RD	CHINA GROVE	NC	28023	975 SARNHARDT BD	113 038	10.27
RAINY DAY INVESTMENTS LLC		585 W RITCHIE RD	SALISBURY	NC	28147	S85 W RITCHIE RD	400 026	28 29
RAKES ROBERT TOOD	RAKES VALERIE	560 WATERS RUN	SALISBURY	NC	28146	560 WATERS RD	614 065	47.54
RAKES ROBERT TOOO	RAKES VALERIE	560 WATERS RUN	SALISBURY	NC	28146	PERSONAL PROPERTY	141726	1.96
RAYKOVIECZ LEE J		815 DEERCROSS EN	WAXHAW	NC	28173-6603	804 S JACKSON ST	015 114	7.08
RBC HOLDINGS OF ROWAN LLC		160 SCOTTSDALE DR	SALISBURY	NC	28146-2380	112 4TH ST	032 155	17.21
RBC HOLDINGS OF ROWAN LLC		160 SCOTTSDALE DR	SALISBURY	NC	28146-2380	303 S ROWAN AVE	033 388	18.99
RCTC 110972 / 155 193		402 N MAIN ST STE 101	SAUSBURY	NC	28144	306 RICE ST	156 16501	9.52
RCTC 121006 2022 - 2023 PP 248 158		402 N MAIN ST STE 101	SALISBURY	NC	28144	8805 CLOVERFIELD DR	248 158	75.05
RCTC 140930		402 N MAIN ST STE 101	SALISBURY	NC	28144	115 MCFIELD DR	2440248	3.04
RCTC 2023 PP 029 049		402 N MAIN ST STE 101.	SALISBURY	NC	28144	512 HALL ST	029 049	5.84
RCTC 2023 PP 058A248		402 N MAIN ST SEE 101	SALISBURY	NC	28144	207 EASTWOOD DR	058A248	406.23
RCTC 2023 PP 161 190		402 N MAIN ST STE 101	SALISBURY	NC.	28144	601 E 23RD ST	161 190	18.04
RCTC 2023 PP 216 076		402 N MAIN ST STE 101	SALISBURY	NC	28144	165 HILLTOP LN	216 076	256.02
RCTC 2023 PREPAY 8174021		402 N MAIN 5T STE 101.	SAUSBURY	NC	28144	1010 CANOBY CT	8174021	352.19
RCTC 991341		402 N MAIN ST STE 101	SAUSBURY	NC	28144	123 CROSS ST	364 035	76.88
RCTC 991341		402 N MAIN ST STE 101	SALISBURY	NC	28144	204 GOLD HILL AVE	364 034	19.78
RCTC 991341		402 N MAIN ST STE 101	SALISBURY	NC	28144	609 NEWSOME RD	058 169	17.33
REASBECK DARA ROSE		565 SHADY GROVE CHURCH RD	MOUNT ULLA	NC		SHADY GROVE CHURCH RO	550 060	64.65
REAVIS MARCIA YORK		6530 FOSTER RD	WOODLEAF	NC	27054-9643	0 FOSTER RD	710 016	3.40
REDDICK WILLIE MAE		1409 W BANK ST	SALISBURY	NC	28144	303 HILL ST	352 021	2.47
REDMAN TERESA GAIL		185 GATTON RD	CLEVELAND	NC	27013-8018	165 GATTON RD	273 015	5.46
REDZEPOVIC JUSUF & WF		410 SPRING OAK DR		NC				

REID MARGARET		138 WINGED ECM LN	MODRESVILLE	NC	28115-6913	138 WINGED LLM LN	215 036	2:98
RENARD A CHARITY		1460 BATTERY HILL DR	RICHMONO	VA.	23231	0 LONG FERRY RD	054 00601	3.00
RENARD A CHARITY		1460 BATTERY HILL DR	(UCHMOND	VA:	23231	D NEW JERSEY DR.	050 00201	1,2
RESIDENTIAL GARBAGE INC		PO BOX 808	GRANITE QUARRY	NC:	28072-0808	9151 BRINGLE FERRY RD	168888	6.73
RICE HUGH LEE		970 GETER RD	WOODLEAF	NC:	27054-9117	970 GETER RD	8038042	11.68
RIDGEATER CONSTRUCTION LLC.		PO BOX 4211	MOORESVILLE	NC	28117	2850 BRADSHAW RD	213 032	5:00
RIMMER JOHN MICHAEL & WF		790 POTNECK RD	SALISBURY	NC	28147	SSO TIMBERLANE TR	462 150	29.12
RITCHIE DARREL F		502 F 11TH ST	KANNAPOLIS	NC	28083-2770	502 E 11TH ST	150 252	4,80
RITCHIE ROBERT DAVID		2240 RITCHIE RD	CHINA GROVE	NC:	28023-9509	PERSONAL PROPERTY	177985	1.52
RITTER JOYCE COXEY		2122 BERTHA 51	KANNAPOLIS	NC		PERSONAL PROPERTY	177280	1,77
NOB-NANCE CONSTRUCTION LLC		SOG S SALISBURY NC	SPENCER	NC:	28159	STH ST	032 196	2.51
ROB NANCE CONSTRUCTION LLC		506 S SAUSBURY NC	SPENCER	NC.	28159	119 6TH 5T	032 107	2.51
ROB NANCE CONSTRUCTION LLC		506 S SALISBURY NC	SPENCER	NC	28159	306 N MILFORD DR	326 155	21.98
SOBERTS BOB		301 TURNER ST	LANOIS	NE	28088	301 TURNER ST	108 128	13.99
OBERTS BOBBY R & WF		7828 FREEZE AD	KANNAPOLIS	NC	28081	D DELLWOOD DR	249A092	1.77
LOBERTS BORRY R & WF		7828 FREEZE RO	KANNAPOLIS	NC	28081	7828 FREEZE RD	246 177	8.38
OBERTS BORBY R & WF		7828 FREEZE AD	KANNAPOLIS	NC	28081	7910 FREEZE RD	246 133	25.76
IOBERTSON BRIAN LEE & WF		220 MELODYBROOK CIR	WOODLEAF	NC:	27054	G MELODYBROOK CIR	819A054	1,52
IOBERTSON BRIAN LEE & WF		220 MELODYBROOK CIR	WOODLEAF	NC:	27054	220 MELODYBROOK CIR	819A055	11.81
IOBINSON WALTER A B		515-57 CUKES CH RD	SALISBURY	NC:	28146	515 ST LUKES CHURCH RD	628.078	35.88
ROCHE DIAGNOSTICS CORPORATION		9115 HAGUE RO BLD A	INDIANAPOLIS	9N	46250	612 MOCKSVILLE AVE	168968	127.64
OCKET MORTGAGE		1050 WOODWARD AVE	DETROIT	MI	48226	O CORRIHER ST	118A01301	2.44
NOCKET MORTGAGE		1050 WGODWARD AVENUE	DETROIT	2/11	48226	612 W ROUND ST	131A124	483.43
OCO BUILDERS		355 COUNTRY RIDGE RD	ROCKWELL	NC	28138-7010	O UNION HEIGHTS BLVD	071.016	5.79
IOCO BUILDERS		355 COUNTRY RIDGE RD	ROCKWELL	NC	28138-7010	O UNION HEIGHTS BLVD	071.198	1.00
ODDEN ROY	RODDEN LESLIE	335 J BROWN RD	SALISBURY	NC	28146	335 J BROWN RO	425 004000001	36.34
ODELLI LORITA I	J. D. A. P. H. L. H. L.	515 W STOKES ST	CHINA GROVE	NC	28023	515 W STOKES 5T	1188110	914.06
ODRIGUEZ EUNICE CRYSTAL REYES		720 HIGH MEADOW LN APT 7306	CHARLOTTE	NC	28713	PERSONAL PROPERTY	174254	6.77
OSEMAN DANNY L		220 BERNHARDT RD	SALISBURY	NC	28147-0000	353 QUAIL POINTE DR	2210015	10.17
OWAN MUTUAL FIRE INS CO.		426 S MAIN ST	SALISBURY	NC	28144-4974	426 S MAIN SY	010 194	21.90
IOWAN-CABARRUS COMM COLLEGE		1333 JAKE ALEXANDER BLVD	SAUSBURY	NC	28144	0 OLD CONCORD RD	063 009	10.35
OWELL JACKIE		604 E 11TH ST	KANNAPOLIS	NC	28083-2772	604 E 11TH ST	150 200	8.41
SUDDERS LLC		532 PATTERSON AVE SUITE 130	MOORESVILLE	NC	28315	706 PERFORMANCE RD	239.085	53,07
RUPP GLEN K		210 NORTHCREST DR	KANNAPOLIS	NC	28081	210 NORTHCREST ST	2496203	15:00
SUTZLER RICHARD JOHN & WF		420 PANTHER POINT TRL	RICHFIELD	NC	28137	420 PANTHER POINT TR	507A003	3.68
IWBT INC DBA SOUTHEAT FLEET SERVICES PAY		2310 E INNES ST	SAUSBURY	NC	28146-6819	222 W RITCHIE RD	400 041000001	81.45
IWBT INC OBA SOUTHEAT FLEET SERVICES PAY		2310 E INNES ST	SALISBURY	NC	28146-6819	230 W RITCHIE RD	400 021	15.10
RWBT INC OBA SOUTHEAT FLEET SERVICES PAY		220 W RITCHIE RD	SALISBURY	NC.	28147-8052	2404 E INNES ST	065.037	22.50
AND 5 HOME DEVELOPERS LLC		746 SAINT ANDREWS RD	STATESVILLE	NC	28625	O PROSPECT TRL	4.64E+213	1.35
&S HOME DEVELOPERS LLC		746 ST ANDREWS RD	STATESVILLE	NC	28625-4697	0 MCCUSSINS ST	033 008	3.30
AFRIT EDWARD & SPOUSE		1235 AMBERUGHT CIK	SALISBURY	NC	28144-6007	1235 AMBERUGHT CIR	3251026	18.16
ALISBURY ROWAN COMMUNITY ACTION AGENCY		1300 WEST BANK ST	SAUSBURY	NC	28144	1270 HENDERSON GROVE CHURCH RD	401 114	1,246.60
ALISBURY SCUBA		403 S SALISBURY AVE GO	SALISBURY	NC	28146	PERSONAL PROPERTY	998632	1.07
ALISBURY SCUBA INC		403 S SALISBURY AVE GIQ	SALISBURY	NC	28146	403 S SALISBURY AVE	165295	1.25
ALTY CAPER LLC		329 S CHURCH ST	SALISBURY	NC	28144-4929	115 S LEE 31	169269	3,46
ALYERS PAUL DAVID		4235 SHERRILLS FORD RD	SAUSBURY	NC	28147	4235 SHERRILLS FORD RD	456.063	16,69
AMS PEGGY ANN		1185 W PARK DR	ROCKWELL	NC.	28138-8449	1185 W PARK OR	388 027	32.87
AMS ROBERT G & WF		1185 W PARK DR	ROCKWELL	NC :	28138-8449	PERSONAL PROPERTY	146062	\$.52
ANDRA L KNOX	IOLTA TRUST ACCOUNT	19410 JETTON ROAD STE 130	CORNELIUS	NC	28031	0 ROGER DR	463 203	2.70
ANDRA L KNOX	IOETA TRUST ACCOUNT	19410 JETTON RD STE 130	CORNELIUS	NC	28031	965 ASHBY ST	149 00102	10.94
AUNDERS & GOFORTH ATTORNEYS AT LAW	THE STATE OF THE STATE OF	130 WEST KERR STREET	SALISBURY	NC	28144	412 LUDWICK AVE	069 03501	21.71
AUNDERS & GOFORTH ATTORNEYS AT LAW PA		130 W KERR ST	SALISBURY	NC	28144	1925 N US 29 HWY	047 007	11.23
COGGINS PAUL A		7209 CONCORD HWY	MONROE	NC	28110	1125 CHUCK TAYLOR LN	409 054	6.50
EAFORD MICHAEL TRAVIS		5320 GOODMAN LAKE RD	SALISBURY	NC	28146	PERSONAL PROPERTY	146904	2.04
ECU.	ATTN: ESCROW/TAX DEPT	PO DRAWER 25279	RALEIGH	NC	27611	1098 EBENEZER RO	143 091	692.08
ECU	ATTN: ESCROW/TAX DEPT	PO DRAWER 25279	RALFIGH	NC	27611	115 RIDGE AVE	013 166	696,52
cu	ATTN: ESCROW/TAX DEP	PO DRAWER 25279	RALEIGH	NC	27611	1205 OVERHILL RD	324F038	2,353.12
icu .	ATTN: ESCROW/TAX DEPT	PO DRAWER 25279	RALEIGH	NC	27611	2111 HARKEY AVE	155 159	417.99
ecu	ATTN: ESCROW/TAX DEPT	PO DRAWER 25279	RALEIGH	NC	27611	315 ASHLEY OR	3570279	1,078.10
ECU	ATTN: ESCROW/TAX DEPT	PD DRAWER 25279	RALEIGH	NC	27611	504 SAWTOOTH DAK DR	129F026	1,712.07
tou	ATTN: ESCROW/TAX DEP	PO DRAWER 25279	RALEIGH	NC	27611	628 W COUNCIL ST	006 186	1,370.30
EDGEWICK HOMES LLC		1105 JOHNSON DRIVE	STATESVILLE	NC		475 SAKE ALEXANDER BLVD	169328	1,33
ELF HELP CREDIT UNION		PC 60X 25511	DURHAM	NC	27702	1020 WESTCHESTER DR	2494022	11.07
LF HELP CREDIT UNION		PO BOX 25511	DURHAM	NC	27702	254 SILK AND TASSEL RD	260A008	10.48
ELF HELP CREDIT UNION		PO BOX 25511	DURHAM	NC	27702	345 MARINNA IOY CIR	372F012	583.31
ENIOR VENTURES & MANAGEMENT	ATTN TOM GATEWOOD	1285 W A ST	KANNAPOLIS	NC		1285 WEST A ST	169342	33.09
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SERVICELINKULC	ESCHOW TRUST ACCOUNT	1355 CHERRINGTON PKWY	MOON TOWNSHIP	PA.	15108	825 BROOKMONT AVE	058 495	368.10
SERVICELNK, LLC	ESCROW TRUST ACCOUNT	1355 CHERRINGTON PKWY	MOON TOWNSHIP	PA	15108	2985 SHERRILLS FORD RD	459 010	64.34
SERVICEMAC LLC	CORELOGIC INC	3001 HACKBERRY RD	IRVING	TX	75063	0 FOXWOOD LN	302A085	40.68
SHADY GROVE BAPT OF TRUSTEES	100000000000000000000000000000000000000	220 SHADY GROVE CHURCH RD	MOUNT ULLA	NC	28125	D SHADY GROVE CHURCH RD	550 026	3.84
SHADY GROVE BAPT OF TRUSTEES		220 SHADY GROVE CHURCH RD	MOUNT ULLA	NC	28125	G SHADY GROVE CHURCH RD	550 053	5.93
SHAFER WILLIAM WALTER III & WF		145 COOL CREEK LN	MOUNT UILA	NC	28125	6 COOL CREEK (N	5638010	2.36
SHANDS SADIE S		1637 N MONROEST	BALTIMORE	MO.	21217	Ø ADOLPHUS RO	421.090	3.18
SHAVER DONNELL ETAL		1145 IGEL ST	CHINA GROVE	NC	28023	114S JOEL ST	131 280	22.45
SHAVER DORIS BAKER		S6S SIDES RD	1 227 1 3 1 3 2 7 7 7 7	NC.	28146	O SHAVER RD	532 013	7.56
SHAVER DORIS BAKER		565 SIDES RD	SALISBURY	NC	28146	S65 SIDES RD	630.019	11.10
SHEHORN JIMMY DWAYNE		- CONTRACTOR CONTRACTOR	THE PARTY AND TH	NC.	A STATE OF THE PARTY OF T	PARTICIPATE TO THE PARTICIPATE T		4000
Participation and the control of the		202 CLEAR CREEK (N	MOORESVILLE	-	28115-7250	© MEADOW LN	2288163	151
SHEHORN JIMMY DWAYNE		202 CLEAR CREEK LN	MOORESVILLE	NC		PERSONAL PROPERTY	147785	4.45
SHELBY PETHEL & HUDSON PA		122 N LEE ST	SALISBURY	NC	28144	201 OLD ROOKWELL RD	117 064	149.93
SHELBY PETHEL & HUDSON PA		122 N LEE ST	SALISBURY	NC.	28144	PERSONAL PROPERTY	175452	302.20
SHELTON GAIL R		518 CASE COVE RD	CANDLER	NC	28715-9226	1905 WELLINGTON HILLS CIR	327C121	18.80
SHELTON REX V		990 MAHALEY RD	SAUSBURY	NC	28146	990 MAHALEY RD	607A067	3:67
SHEPARD LAW, PLLC REAL ESTATE IDLTA ACC		5160 POPLAR TENT ROAD	CONCORD	NC.	28027	2506 E INNES 5T	065.017A	1.37
SHEPARD LAW, PLLC REAL ESTATE IDLTA ACC		5160 POPLAR TENT ROAD	CONCORD	NC	28027	322 SHINN ST	362 116	9.97
SHEPARD LAW, PLLC REAL ESTATE JOLTA ACC		5160 POPLAR TENT ROAD	CONCORD	NC.	28027.	403 BOSTIAN RD	1.296+155	24.55
SHERRILL & CAMERON PLLC.		117 W COUNCIL ST	SALISBURY	NC	28144-4320	117 W COUNCIL ST	169390	1.80
SHIPTON RUDDY E		247 PALMETTO KENNELL LN	LANCASTER	5C	29720	D SPRING LAKE UN	382 050	1.85
SHIVES DAVID I		3014 W BAY COURT AVE	TAMPA	FL	33611	0 SURRATT DR	323A053	1.25
SHDAF LAW FIRM PA		8414 FALLS OF NEUSE RD STF 104	RALEIGH	NC.	27615	215 BESSIE ST	159 116	472.51
SHOE CARNIVAL INC		7500 E COLUMBIA 5T	EVANSVILLE	IN.	-	1435 KLUMAC RD	169415	17.65
SHOPE DALE D		701 WALNUT HOLLOW DR	MANSFIELD	TX	76063-5898	702 HAWIONSTOWN RD	324 096	9 19
SHOPE EVELYN'S		3325 KNIGHTON LANE	GASTONIA	NC	28056	0 JESSE SAFRIT AD	458 023	2.38
SHREWSBURY ARNOLD LUCK III& WF		240 LAMB DR	SALISBURY	NC	28146	240 LAMB DR	410 083	9.39
SHULENBURGER SURVEYING CO PA		634 N MAIN ST STE A	SALISBURY	NC.	A PARTICIPATION OF THE PARTICI	US 52 HWY	368 112	1,097:61
SHUMAKE WANDA		The state of the s		NC.	27013	The state of the s	259 040	
SHUPING CHARLES HENRY		150 ALEX RD	CLEVELAND	100000000000000000000000000000000000000		150 ALEX RD		11.26
NOTE THE OF U.S. ASSESSMENT OF THE SECOND OF		1440 E RIDGE RD	SALISBURY	NC	28144	1440 E RIDGE RD	308 090	22.23
SIFFORD GERRY M	SIFFORD LINDA /	220 GARRICK RD	SALISBURY	NC	28144	220 GARRICK RD	324 102	20.73
SIGMON MARION S		623S LYNN RD	SAUSBURY	NC.	28147	O LYNN RD	750.025	2.46
SILK ABSTRACT COMPANY		300 CENTERVILLE RD STE 304	WARWICK	RI	02886	130 PALOMINO DR	619 046	75.25
SKADOOSH ENTERPRISE		223 W BANK ST	SALISBURY	NC	28144	121 N MAIN ST	105483	55,94
SLOAN EPHRAIM II		23527 SYCAMORE HEIGHTS RD	SILOAM	AR	72761-8215	14645 STATESVILLE BLVD	262A001	23:12
SLOOP HUGH D		406 ELM GIQ ST	GRANITE QUARRY	NC	28146-7800	PERSONAL PROPERTY	997184	2,459.74
SMALL AMANDA		165 ST STEPHENS CHURCH RD.	GOLD HILL	NC	28071	U BAPTIST CHURCH RD	369 097	2.76
SMALL AMANDA		165 ST STEPHENS CHURCH RD	GOLD HILE	NC.	28071	160 ST STEPHENS CHURCH RD	383.014	23.65
SMALL AMANDA		165 ST STEPHENS CHURCH RD	GOLD HILL	NC	28071	175 ST STEPHENS CHURCH RD	383 028	4.95
SMALL AMANDA		163 ST STEPHENS CHURCH RD	GOLD HILL	NC	28071	180 BAPTIST CHURCH RD	369 103	11.67
SMALL AMANDA		165 ST STEPHENS CHURCH RD	SOLD HILL	NC-	28071	385 ST STEPHENS CHURCH RD	383 015	4.56
SMALL AMANDA		365 ST STEPHENS CHURCH RD	GOLD HILL	NC -	28071	PERSONAL PROPERTY	174540	1.21
SMITH ANNIE L		1010 STIREWALT RD	CHINA GROVE	NC	28023-7702	102 CRYSTAL CREEK DR	112 052	4.11
SMITH CHARLES RAY & WF ETAL		175 CEDAR AVE	CHINA GROVE	NC	28023-8592	175 CEDAR AVE	235 083	14.41
SMITH DARRELL M &WF		3845 SHUE RD	SALISBURY	NC	28147	3785 SHUE RD	473.004	14.05
SMITH DARRELL M ETAL		3845 SHUE RD	SALISBURY	NC	28147	O SHUE RD	473 024	2.65
SMITH DARRELL M ETAL		- I very construct	SALISBURY	NC	28147	2770 SHUE RD	47E 179	10.30
SMITH DARRELL M ETAL		3845 SHUE RD	SALISBURY	NC	28147	3845 SHUE RD	673 016	7.044490
Water and County to Principles of the State		3845 SHUE RD	100000000	-	The second second second			15.50
SMITH DEBRA GOODMAN		PO BOX 271	SALISBURY	NC	28145-0271	6375 BRINGLE FERRY RD	621 018	6.41
SMITH HOWARD		8215 CASTOR RD	SALISBURY	NC	28146	8215 CASTOR RD	420 187	2.32
SMITH JO ANN		323 BETHEL DR	SALISBURY	NC	28144	323 SETHEL DR	042.049	57.48
SMITH PATRICIA L		555 BROWN ACRES RD	SALISBURY	NC.	28146-2288	565 BROWN ACRES RD	623 078	22.14
SMITH RYAN NICHOLAS		170 WAGON LN	SALISBURY	NC	28146	PERSONAL PROPERTY	150580	25.39
SMITH WILLIAM BRUCE		320 HEGLAR RD	MODRESVILLE	NC	28115	300 HEGLAR RD	227 005	41.29
SMYRE BETTY		107 SCOTT RD	SALISBURY	NC	28146	107-5COTT RD	067 014	4.95
SNEAD WILLIAM		280 WINDY HILL DR	SALISBURY	NC	28147	280 WINDY HILL DR	754 055	11.63
SNIDER RICHARD NOLAN		725 DREAM UN	SALISBURY	NC	28146-1443	725 DREAM UN	610 036	17.75
SNSC ESCROW		PO 80X 86359	BATON ROUGE	LA	70879	610 SUNSET OR	61108307	25.87
SORROW EMILY DAWN		318 N SEAVER ST	LANDIS	NC	28088	320 N BEAVER ST	109 115	17.34
SOUTH ROWAN ACADEMY		417 N MAIN ST	CHINA GROVE	NC	28023	417 N MAIN ST	101 222	41.32
SOUTHERN ATLANTIC SPRING		PO BOX 190	ADEL	1A	50003	127 ROWAN ST	357 041	129.51
SOUTHERN ATLANTIC SPRING MEG &		PO 80X 130	ADEL	IA.	50003	127 ROWAN ST	169583	138.83
SOUTHERN CHARMS CG LLC		844-GREENTREE DR	CHARLOTTE	NC.	28211	800 GROVE ST	124 081	85.79
SOUTHERN CLIPPERS INC T/A		1845 W COBRLESTONE LN	SAINT AUGUSTINE	FL	HONOS POGAT Y CARLOS (ACCOUNT	259 FAITH RD	169585	2.82
SOUTHERN MAGES LAWN SRV INC		255 WINDING WAY	THE COUNTY OF TH	-				
PARAMETER SEA AND CONTROL OF THE ARMS AND SERVICE TO SERVICE AND SERVICE TO SERVICE AND SERVICE TO SERVICE AND SERVICE TO SERVICE AND SERV		ESC. CONTROL C	SALISBURY	NC		255 WINDING WAY	169593	2.73
SPAINHOUR DONALD EUGENE & WE SPAINHOUR DONALD EUGENE & WE		SB0 BARBER JUNCTION RD	CLEVELAND	NC NC		560 BARBER JUNCTION RD PERSONAL PROPERTY	270 022 151171	1.83

SPAINHOUS GLENDA BRADFORD K		580 BARBER JUNCTION RD		CLEVELAND	NC.	27013	580 BARBER JUNCTION RD	270.048	3.68
SPEAKS JOHN		3400 ROCKWELL RO		ROCKWELL	NC	28138-8765	0 ROCKWELL NO	386 037	4.36
SPEAKS TRACY KNOX		3400 ROCKWELL RD		ROCKWELL	NC	28138	0 ROCKWELL RD	386 053	1.26
SPEIGHT TIMOTHY SHAWN BWF		375 SKYSAIL RD		SALISBURY	NC.	28146-9482	Ø LONG FERRY RD	6120010	3.66
SPENCER PRESBYTERIAN CH		113 FIRST ST	PO BOX 4	SPENCER	NC	28159	O N SALISBURY AVE	035 145	7.79
SPRINGER DEBRA KAY & HUS		357 STONE RD		SALISBURY	NC	28146	210 LIBERTY ST	364 135	12.98
SPRINGER STEVEN VANCE & WF		357 STONE RD		SALISBURY	NC	28146 8922	357 STONE RD	356 080	17.48
SPRINGER STEVEN VANCE & WF		357 STONE RD		SALISBURY	NC.	28146-8922	PERSONAL PROPERTY	151506	3.64
STANDARO MICHAEL DAVID		130 TIMBERLAKE CT		SALISBURY	NC	28146-8791	130 TIMBERLAKE CT	601 159	4.06
STARBOARD ANCHOR LLC		120 PINNACLE DR #1084		BEOWING ROCK	NC	28605	1300 LARCHMONT PL	335A8040	14.65
STARNES ANNIE #		108 STONEHURST RD		HAMPTON	VA.	23669	O STARNES RD	641 046	8.06
STARNES ANNIE K		108 STONEHURST RD		HAMPTON	VA	23669	1000 STARNES RD	641 044	8.29
STAYTON MICHAEL D		1005 OVERHILL RD		SALISBURY	NC.	28144-8403	1005 OVERHILL RD	324F027	35.59
STEELMAN RONALD H & WF		1710 WALKER ST		SALISBURY	NC	28144	3730 WALKER 5T	921 165	9.31
STEWART JAMES S & WF		5963 WILLOWOOD RD		KANNAPOLIS	NC	28081	O E 11TH ST	150 211	3.05
STEWART JAMES 5 & WF	Annual Colores (Colores (Color	5963 WILLOWOOD RD		KANNAPOLIS	NC	28081	509 E 11TH ST	150 192	9.21
STEWART PHYSICAL THERAPY OF ROWAN INC	ATTN ED STEWART	1713 VAUGHN ROAD		BURLINGTON	NC.	27217	1704 W INNES ST	169740	5.09
STEWART TITLE GUARANTY COMPANY		ONE WASHINGTON MALL STE 1400		BOSTON	MA	2108	2070 STATESVILLE BLVU	331C211	131.93
STIREWALT EMILY B &		106 MALCOLM RD		SALISBURY	NC	28144-2131	100 MALCOLM RD	326A117	24.57
STIREWALT HIMMIE LEE & WF		4365 JACK BROWN RD		SALISBURY	NC	28147	4365 JACK BROWN RD	453 145	8.57
STORY WILLIAM YONY		PO BOX 6		CHINA GROVE	NC	28023	3015 SHUE RD	479A014	3,41
STORY WILLIAM TONY		PO BOX 6	-	CHINA GROVE	NC	28023	802 N. CHAPEL ST	163 115	4.77
STORY WILLIAM TONY		PO BOX 6		CHINA GROVE	NC	28023	804 N CHAPEL ST	163 079	2.92
STOUT HEATING & AIR CONDG INC		4243 S MAIN ST		SALISBURY	NC	28147-9381	4243 S MAIN ST	169778	5.07
STOUT HEATING & AIR CONDITIONING INC.		4243 5 MAIN 5T		SALISBURY	NC	28147	ZOS CEDAR SPRINGS RD	471A090	95.82
STOUT HEATING & AIR CONDITIONING INC		4243 S MAIN ST		SALISBURY	NC	28147	4243 S MAIN ST	471.078	24.81
STROUD STEVEN CRAIG		412 W KETCHIE ST	_	CHINA GROVE	NE	28023-2120	PERSONAL PROPERTY	153265	1,979.54
STUBBS BILLY		230 15T CORRIHER 5T		CHINA GROVE	NC	28023	G 157 CORRIHER ST	134 079	2,28
STUBBS BILLY		230-15T CORRIHER ST		CHINA GROVE	NC.	28023-6658	360 1ST CORBINER ST	134 023	5.82
STUBBS BILLY M		230-15T CORRIHER ST	1	CHINA GROVE	NC.	28023-6658	230 15T CORRIHER ST	134 047	10.29
STUBBS BILLY M		230 157 CORRIHER ST		CHINA GROVE	NC	28023 6658	270 157 CORRIHER ST	134 046	2.38
STUBBS KENNETH W		747 N CENTRAL AVE		LANDIS	NC	28088	747 N CENTRAL AVE	163 06608	6.95
SULLIVAN MICHAEL E	71 101 101 101 101 101 101 101 101 101 1	PO 90X 174		COULEE CAM	WA	99116	O BEE TREE HO	4128258	1.11
SURETY LENDER SERVICES LLC	NC JOLTA RO, MICH TRUST ACCOUNT	16000 HORIZON WAY SUITE 200	-	MOUNT LAUREL	NC.	8054	610 W PEELER ST	403C110	122.71
SWARINGEN MARSHALL LEWIS IR SWARINGEN MARSHALL LEWIS IR		157 ODELL MYERS RO		ADVANCE	-	27006 :	0 JOHN MORGAN RD	527 082	7.02
SWARINGEN MARSHALL LEWIS IR		157 ODELL MYEAS RD	-	ADVANCE	NC NC	27006	0 WYATT GROVE CHURCH RD	527 087	7,93
		157 ODELL MYERS RD 1060 OLD US HIGHWAY 70		ADVANCE	NC NC	27006	950 WYATT GROVE CHURCH RD	527 083	14.31
SWEET CAROLINA PROPERTY CORP SWICEGOOD LARRY PRESTON		- PERSONAL PROPERTY OF THE PRO	_	SALISBURY	NC.	28147-7406	317 ACADEMY ST	251 102 153782	1.42
SWICEGOOD PAPER CORP		2585 STEELE RD	_	SALISBURY	NC.	28145-1787	PERSONAL PROPERTY 1305 E INNES ST	500,000,000	2.04
SWOOPE KENNETH I		PO BOX 1787 350 SPRING LAKE LN		The state of the s	NC	28071	350 SPRING LAKE LN	169596 381 039	15.38
SYNOVIA SOLUTIONS LLC		1611 N INTERSTATE 35E STE 42B		CARROLLTON	TX.	7500G-8615	225-DOUGLAS ST	171793	5.26
TACKETT VELMA	TACKETT DANNY	350 HUMMINGBIRD UN		SALISBURY	NC.	28146	350 HUMMINGBIRD LN	966 156	7.72
TALBERT RICKEY GENE	TALKETT GARBY	128 ELIZABETH ST	_	CHINA GROVE	NC.	28023	128 ELIZABETH ST	1180153	28.36
TATE SUSAN CSONTOS		116 CONSERVANCY DR		MADISON	AL	35758-3652	240 GREENWAY DR	3208161	14.97
TAVIRA JAIME		240 PINEVALE DR	_	SALISBURY	NC.	28144-0000	109 E POARO ST	251 019	4,43
TAVIRA-REYNA JAIME DBA JTR PAINTING		240 PINEVALE DR	_	SALISBURY	NC.	28144-9448	145 E CORRIHER AVE	021 033	18.63
TE CONNECTIVITY CORPORATION		PO BOX 3508	MS 38-58	HARRISBURG	PA	17105-3508	1735 HEILIG RD	180228	3.17
TEAL ROBIN M		635 GRACE CHURCH RD	111111111111111111111111111111111111111	SALISBURY	NC.	28147	635 GRACE CHURCH RD	477.039	4.17
TEETER PAUL CARROLL		220 GARNER DA		SALISBURY	NC.	28146-6326	PERSONAL PROPERTY	177674	4.80
TENREYRO SILVA		1494 VILLAGE PARK RD #53		KANNAPOLIS	NC	28081-2374	PERSONAL PROPERTY	180564	1.54
TEVERAUGH THOMAS EARL SR & WF		104 POPLAK HAVEN RD		POPLAR BRANCH	NC.	27965	2850 CAUBLE RD	309 032	6,67
THE ENTRUST GROUP INC		555 12TH ST SUITE 900		DAKLAND	CA	94607-3637	915 W PARK DR	388 059	20.01
THE FAMILY CLOSERT 2 CONSIGNMENT SHOP		1935 JAKE ALEXANDER BLVD SALISBURY NC 28144		CLEVELAND	NC	27013-0000	505 BARBER JUNCTION RD	270 028	10.08
THE FAMILY CLOSERT 2 CONSIGNMENT SHOP		1935 JAKE ALEXANDER BLVD		SALISBURY	NC	28144	1935 W JAKE ALEXANDER BLVD	168368	1.18
THE FOSTER FAMILY REVOCABLE LIVING TRUST	SHELBIA CARTNER FOSTER TRUSTEE	13210 COOL SPRINGS RD		CLEVELAND	NC	27013	13210 COOL SPRINGS RD	731.034	4,949.65
THE KANIA LAW FIRM P.A #21004	STATE OF THE PROPERTY OF THE P	82 PATTON AVE SUITE 500		ASHEVILLE	NC	28801	8690 SORROW FARM RD	243 016000001	1,015.00
THE LAW OFFICES OF BRENT FIRING PLLC	TRUST ACCOUNT	7980 W. KENTON CIRCLE STE 305		HUNTERSVILLE	NC	28078	435 FREEDOM DR	451A197	7.06
THE LAW OFFICES OF BRENT F. KING, PLLC	TRUST ACCOUNT	7930 W. KENTON CIRCLE STE 305		HUNTERSVILLE	NC	28078	2045 BRIGGS RD	457 010	9.10
THE MEDICINE SHOPPE	TARREST STREET, TARREST STREET	1357 W INNES ST		SALISBURY	NC	28144-3101	1357 W INNES 3T	169048	13.69
THE MONEY SOURCE	CORELOGIC	3001 HACKBERRY RD		IRVING	TX		1159 KEYSTONE OR	4720024	1,761.60
THE NIXON FIRM PLLC IOLTA ACCT	The state of the s	403 GILEAD RO STE K		HUNTERSVILLE	NC.	28078	501 W HENDERSON ST	006 285	120.26
THE SPERRY LAW FIRM PC		15801 BRIXHAM HILL AVE STE 225		CHARLOTTE	NC	28277	111 W CHURCH ST	350 063	27.05
THOMAS & WEBBER, PELC		514 WILLIAMSON ROAD SUITE 431		MOORESVILLE	NC	28117	19312 MOCRESVILLE RD	571 008	12.32
THOMAS ARTHUR VANCE SR & WF		PO BOX 1507		SALISBURY	NC.	28145	1107 N CANNON BLVD	150 065	24.34
THOMAS BIOYCE		112 W KETCHIE ST		CHINA GROVE	NC	28023	112 W KETCHIE 5T	101 009	8.92
					NC	28138	366S LINN AVE	1334079	16.47
THOMAS BETTY JEAN		1824 CHINA GROVE HWY		ROCKWELL	741	28138	3003 LINN AVE	1.55802231	

THOMAS CONSUELLA A		6435 DURANGO DR	BEAUMONT	7X	7770E	109 E 29TH ST	156 109	8.53
THOMFORDE DEBRA LYNN &		120 TOPSAIL RD	SAUSBURY	NC	28146-9455	120 TOPSAIL RD	612 057	54.47
THOMPSON MARK A &WF		902 BROOKMONT AVE	SALISBURY	NC.	28146	902 BROOKMONT AVE	058 499	32.45
THOMPSON MONICA BROOKS		410 PLEASANT COVE HD	SAUSBURY	NC.	28146-5546	0 BARNHARDT RD	118 004	403.98
THOMPSON MONICA BROOKS		410 PLEASANT COVE RD	SALISBURY	NC	28146-5546	0 BARNHARDT RD	113 090	311.11
TIAA FSB		630 N CENTRAL EXPY STE A	PLANO	TX	75074-6933	PERSONAL PROPERTY	182525	3.26
TILLEY ROBERT LEE A WF		184 NORTHCREST ST	KANNAPOLIS	NC	28081	184 NORTHCREST ST	2498354	13.22
TJ'S TAXI INC		B254 SMITH RD	KANNAPOLIS	NC	28081-8532	8252 SMITH RD	246 193	2.91
TI'S TAKEING		8254 SMITH RD	KANNAPOUS	NC.	28081-8532	991 WOODLAWN ST	170142	3.23
TMR REALTY INC		131 E INNES ST STE 305	SALISBURY	NC	28144-5168	703 WILDWOOD DR	170347	2.21
TORRENCE SHIRLEY SMITH		6639 WRIGHT RD	KANNAPOLIS	NC.	28081	6639 WRIGHT RD	249A051000002	2.06
TOWNSEND DONNA MAE TRUSTEE		411 PARK AVENUE	SALISBURY	NC		411 PARK AVE	350A152	10.01
TREXILER JAMES WILLIAM		2440 LIBERTY RD	GOLD HILL	NC.	28071-7620		522 049	2.38
TREXLER JAMES WILLIAM		2440 LIBERTY RD	GOLD HILL	NC.	28071-7630	2440 LIBERTY RD	522 112	23.93
TREXER JAMES WILLIAM		2440 LIBERTY RO	EOLD HILL	NC.	28071 7620	9820 BRINGLE FERRY RD	502 003	6.59
TREXLES RENNETH A & WF		PO BOX 1195	GRANITE QUARRY	NC	28072	921 N MAIN ST	064 143	12.28
TREXLER KENNETH AARON		PO BOX 1195	GRANITE QUARRY	NC	28072-1195	PERSONAL PROPERTY	155973	8.70
TRICHE JOHN ELLIS		945 POTNECK RD	SALISBURY	NC	28147	PERSONAL PROPERTY	175638	1.15
TROUTMAN MARY I		2850 HIGH ROCK RO	GOLD HILL	NC	28071	O HIGH ROCK RD	526 024	2.26
TROYER ABE A JR	TROYER MATTIE R	295 IOE SUMMERS RD	WOODLEAF	NC	27054-0000	295 JOE SUMMERS RD	8038063	54.24
TRUE CONCEPT TITLE, INC		2014 DREW STREET	CLEARWATER	Ft.	33765	310 HAPPY LAKE RD	422A067	115.53
TTE BETTY A CARTER		639 PANTHER POINT TRL	RICHFIELD	NC	28137	639 PANTHER POINT TRL	584 038	27.90
TUCKER JOYCE E		1319 ARBOR OR	SALISBURY	NC:	28)44	1319 ARBOR DR	326A05804	610.39
TURNER GARY B & WF		611 PINEWOOD AVE	SALISBURY	NC	28147	611 PINEWOOD AVE	U57A13309	15.66
UNITED BANK		514 MARKET ST	PARKERSBURG	WV	26101-5341	350 JAKE ALEXANDER BLVD STE 102	180232	12.48
UNITED REFRIGERATION INC.		11401 ROOSEVELT BLVD	PHILADELPHIA	PA	19154-2102	1912 S MAIN ST	170307	9.94
UWHARRIE BANK		167 N 2ND 5T	ALBEMARLE	NC	28001	180 BASIL RD	123A172	20,21
VANDERBILT		PO 80X 9800	MARYVILLE	TN	37802	PERSONAL PROPERTY	182952	1.36
VANDERBILT MORTGAGE AND FINANCE INC		PO BOX 9800	MARYVILLE	TN	37802	210 ROYAL ST	926 360	7.83
VANDERBILT MORTGAGE AND FINANCE, INC.		PO BOX 9800	MARYVILLE	114	37802	167 BRAMBLE YR	3070275	28.12
VANHOY RICKY WAYNE & WF		560 LOG BARN RD	SALISBURY	NC.	78145-R340	O LOG BARN RD	4128173	1.01
VAUGHN WILLIAM L		841 OLD FORESTER UN	CHARLOTTE	NC	28234-0000	1705 CRANWELL DR	5588065	4.77
VEACH GARY WAYNE		320 SELLS RD	SALISBURY	NC	28144	320 SELLS RD	325 01801	2.61
VETERANS UNITED HOME LOANS		1400 VETERANS UNITED DRIVE	COLUMBIA	MO	65203	802 W 8TH ST	148 063	43.06
VIKI MI WEST ATTY AT LAW		PO 80X 1562	MOORESVILLE	NC	28115	SCENIC VIEW DR	7148005	10.01
VIOLA SYDNEY A		630 E 4TH ST	PORT ANGELES	WA	98362-3408	472 ROYAL ST	026 375	13,56
VOLKMER DONALD D & WF		175 T BROWN RD	SALISBURY	NC	28146-0000	175 T BROWN BD	634 003	9,49
VOLKMER DONALD D & WF		175 T BROWN RD	SALISBURY	NC	28146-0000	PERSONAL PROPERTY	157598	1.12
VYILA TITLE ILC		6200 TENNYSON PARKWAY SUITE 110	PLANO	TX	75024	455 ROSEMAN RD	4828150	115.21
W F BRINKLEY & SON CONST CO IN		PO BOX 247	GRANITE QUARRY	NC		406 E LYERLY ST	64K 121	907.84
WAGNER SHERON A		1039 FRALEY ST	FAITH	NC	28041	1039 FRALEY ST	420 274	1.31
WALKER DEWAYNE ALLEN SR	WALKER LINDA G	S48 PRUITT WILLIAMS RD	WOODLEAF	NC	27054-9588	S48 PRUITT WILLIAMS RD	803.078	3.72
WALKER JEWELERS		1150 PRILLIP ST	SALISBURY	NC	28147	1150 PHILLIP ST	464C305	13.74
WALKER KATHLEEN A		13300-56 5 CLEVELAND AVE #501	FORT MYERS	FL	33907	O EMERALD BAY DR	5030006	14.30
WALKER LOIS PEAK		515 LANTZ AVE	SALISBURY	NC.	28344	515 LANTZ AVE	001 066	35.69
WALSER THOMAS ALBERT		176 NORTHCHASE DR	CONCORD	NC	28027	PERSONAL PROPERTY	258500	1.98
WALTERS BILLY FRANKLIN		8135 LONGSRIAR DR	KANNAPOLIS	NC.	28081-8598	8135 LONGBRIAR DR	248 214	6.46
WATERBURY INVESTMENT LLC		BYOLE NILES BLVD	FREMONT	CA	94536-1648	5200 5 MAIN ST	477 052	87.12
WATKINS PHYLLIS SNIDER		3140 MC HIGHWAY 152 E	SALISBURY	NC	28146-9121	3140 E NC 152 HWY	423 200	28.97
WATSON MARY CATHERINE	1100 mm = 1-1-1-1	703 CANDLEWICK DR	SAUSBURY	NC.	28147-7883	216 MARGARET CT	236 101	2.53
W186 JOHN	WESB JUDIE	PO 80X 69	WOODLEAF	NC	27054	2080 HOSSON RD	784 035	4.17
WEBB JOHN C DDS PA		203 MOCKSVILLE AVE STE C	SALISBURY	NC	28144-3360	203 MOOKSVILLE AVE	170574	10.87
WERB JOSEPH & WE		201 FERNBROOK DR	MOORESVILLE	NC	28117-4404	409 UNION HEIGHTS BLVD	069 153	37.65
WEISENSEL SAMUEL JOSEPH		550 HAYNES CR	SALISBURY	NC.	28146	PERSONAL PROPERTY	159680	79,37
WEISENSEL SAMUEL JOSEPH		550 HAYNES OR	SALISBURY	NC.	28146	PERSONAL PROPERTY	175177	13.03
WEITKAMP BETTY SUE		10052 VANALDEN AV	NORTHRIDGE	CA	91324	O GASKEY RD	469.005	16.01
WEITKAMP BETTY SUE	444700000 VIV	10052 VANALDEN AV	NORTHRIDGE	CA	91324	470 GASKEY RD	469 023	1.35
WELLS FARGO HEAL ESTATE TAX	MACK2302-0AD	1 HOME CAMPUS	DES MOINES	IA	2271 23.03	O SHANNON DR	322A273	57.07
WELLS FARGO REAL ESTATE TAX	MAC X2302-04D	1 HOME CAMPUS	DES MOINES	IA.		O NEWPORT DR	300A083	1,49
WEST LEONARD M ETAL		9131 BENFIELD RD AFT 205	CHARLOTTE	NC.	28269-8795	1480 CENTENARY CHURCH RD	572 01201	125,80
WEST OTG E JR		483 JACKSON RD	SALISBURY	NC.	28146-0329	0 ADOLPHUS RD	421 081	3,72
WETTREICH HERBERT L. & WF		531 BIG INDIAN LOOP	MOORESVILLE	NC.	28117	3170 BEAR POPLAR RD	760 024	5.67
WHISNANT GEORGE PERRY & WF		140 WHISNANT DR	SALISBURY	NC-	28144-8211	140 WHISNANT DR	323 025	23.58
WHITAKER GERALD D		3003 MODRESVILLE RD	SALISBURY	NC	28147	3003 MOORESVILLE RD	463A043	12.66
WHITE JOHN H		623 E 338D PL	CHICAGO	16.	60616	620 HAWKINSTOWN RD	324A027	8.28
WHITE BUBY MAE		623 E 33RD PL	CHICAGO	-	60616	0 HAWKINSTOWN RD	324A028	2.21
WHITE JONES NADMI		PO BOX 108	SPENCER	NC:	28159	409 N ROWAN AVE	036A130	249.95

								TOTAL:	\$ 203,355.33
				TO PRODUCE OF	-	10000000	AND THE PROPERTY OF THE PROPER		79117
UDONYI RONALD JOSEPH SR &SP		2130 AIRPORT RD		SALISBURY	NC	28147-0000	2130 AIRPORT RD	4630143	13.30
THEN LI SOLE PROP		2134 STATESVILLE BLVD		SALISBURY	NC	28147-1410	2134 STATESVILLE BLVD	167437	2.31
AYICEK RICHARD ANTHONY & WF		161 VALLEYMIST LN		MOORESVILLE	NC	28117	S30 UPRIGHT RD	758 037	39.46
ACHARY SAM DAVIS		555 VATES RD		SALISBURY	NC	28146	SSS YATES RD	4128213	13.31
COUNG EDGAR WOODROW & WF		407 SIDES ST		ROCKWELL	NC	28135-9512	407 SIDES ST	357-208	22.07
OUNG CAROLYN T		235 SCRUB PINE DIL		SALISBURY	NC	28146-2563	235 3CRUB PINE RD	637 043	23.25
OUNG ARIGAIL S		515 WILEY AVE		SALISBURY	NC.	28144	113 N MAIN ST	163702	3.55
OST FRED V & WF		1815 OVERBROOK DR		SALISBURY	NC	28147	1815 OVERBROOK DR	460 030	8.52
OST FRED V & WF		1815 OVERBROOK DII		SALISBURY.	NC	28147	O OVERBROOK DR	460 032	2.41
ATES WILLIAM L & WF		1310 CANNON ST		ROCKWELL	NC	28138-9492	1310 CANNON ST	372 173	12.95
ATES ARCHIE L & BETTY S		4005 DAUGHERTY RD		CHINA GROVE	NC	28023	4005 DAUGHERTY RD	424 055	36.59
ADKIN SOUTH ENTERPRISES LLC		115 SAINT PAUL CHURCH RD		SALISBURY	NC	Z8146-7848	PERSONAL PROPERTY	177734	4.31
ADKIN SOUTH ENTERPRISES LLC		115 SAINT PAUL CHURCH RD		SALISBURY	NC.	28146	4010 OLD CONCORD RD	485-017	23.51
ADKIN SOLITH ENTERPRISES LLC		115 SAINT PAUL CHURCH RD		SALISBURY	NC	28146	1120 APPALACHIAN DR	405 056	58.41
ADKIN HOUSE APARTMENTS		920 S MAIN ST	SUITE 200	GRAPEVINE	TX	76051-7516	201 N LEE ST	182578	2.42
WYATT STEVIE C &WF		135 MIDDLEBROOK DR		ROCKWELL	NC.	28138-6772	135 MIDDLE BROOK OR	3790087	9.39
WRIGHT RON		592 ISLE OF PINES RD		MOORESVILLE	NC	28117 7433	0 RIDGEWOOD DR	566 080	3.83
WRIGHT JAMES H	- NOTON PRODUCTION	9080 LIVE OAKS CT		KANNAPOLIS	NC.	28081	9080 LIVE OAK CT	248 189	3.11
WORLD WIDE LAND TRANSFER INC.	NC ESCROW ACCOUNT	EIGHT NESHAMINY INTERPLEX STE 117		TREVOSE	FA	19053	112 6TH 5T	032-137	2.95
NORLD WIDE LAND TRANSFER INC.	NC ESCROW ACCT	EIGHT NESHAMINY INTERPLEX STE 117		TREVOSE	PA	19053	108 67H 5T	092 136	33.94
WOODSON, SAYERS LAWTHER SHORT, PARROT & ABRAMSON, L.	MASTER TRUST ACCOUNT	PO BOX 829		SALISBURY	NC	28144	O PANTHER POINT TRE	507 063	1,120.72
WOODSON SAYERS LAWTHER SHORT PARROTT & ABRAMSON LL	- David and the second	PO 80X 829		SALISBURY	NC.	28144	345 WACCAMAW DR	601 215	554.73
WOODIE JAMES HUBERT		PO BOX 135	St. Exclused	LANDIS	NC	28088	34SS LINN AVE	133A089	10.23
WOOD GARY LEE		114 CARRIAGE IN	PO BOX 896	GRANITE QUARRY	NC.	28072	114 CARRIAGE UN	356 233	9.54
WOOD DEBORAH		192 HOBSON ST APT 1		NEWARK	NJ	07112-1324	1112 SHORT ST	012 077	244.53
MINSLOW THOMAS A &WF		2335 FMERY CIR		SALEM	VA	24153-1446	425 LONDON RD	214 071	11.83
WINECOFF NANCY P		434 VANCE AVE		SALISBURY	NC .	28144	434 VANCE AVE	C17.060	21.65
MINECOFF NANCY P		434 VANCE AVE		SALISBURY	NC	28144	D VANCE AVE	017 061	3.41
WINECOFF NANCY P		434 VANCE AVE		SALISBURY	NC	28144	G SHANNON DR	322A142	1.01
WINECOFF JERRY RAY & WF		511 FAIRBLUFF AVE		SALISBURY	NC	28146-4711	511 FAIR BLUFF AVE	057A119	10.00
WINECOFF GARY A & WF		615 CHINA GROVE RD		CHINA GROVE	NC	28023	615 CHINA GROVE RD	134 069	887.00
WILSON TIMOTHY E		1220 EMERALD BAY DR		SALISBURY	NC	28146	1220 EMERALD BAY DR	5030013	4,265.19
WILSON SUZANNE B		203 FASTWOOD DR		SALISBURY	NC	28146	203 EASTWOOD DR	058A346	16.29
WILSON JASON L & WF		198 ANSON DR		CHINA GROVE	NC	28023	198 ANSON DR	112C155	4,209.08
WILSON DEL RAY & WF		1746 LEE LAYNE RD		RAMSEUR	NC	27316-8585	PERSONAL PROPERTY	161452	1.17
WILSON DEL BAY & WE		1746 LEE LAYNE RD		RAMSEUR	NC	27316-8585	445 PLAYGROUND LN	500C544	21.28
WILLIAMS DANIELLE I		224 APT H HENRY LAURENS CIR		SALISBURY	NC	28147	213 S SHAVER ST	019 11902	1.16
WILLIAMS ALEX REID		245 HICKORY SPRINGS LN		SAUSBURY SAUSBURY	NC.	28146-2565	0 SCOUT RD	500 449	4.13
WILLIAMS ALEX R		245 HICKORY SPRINGS LN		SAUSBURY	NC.	28146	PERSONAL PROPERTY	173403	4.18
WILHELM TIMOTHY LEE		485 GOODNIGHT RD		SALISBURY	NC	28147-8503	PERSONAL PROPERTY	160832	1.08
WILES FAYE'S		4565 MOCRESVILLE RD		SAUSBURY	NC.	28147-7651	4565 MOORESVILLE RD.	464 114	5.58
WIGHTMAN JAMES DIL & WF		367 KNOLLWOOD DR		KANNAPOLIS	NC.	28083-3631	1175 FAIRWAY DR	141 048	15.10
WHITLEY JAMIE MATTHEW		565 PARKS FIELD DR 360 BOB WHITE BUN		SALISBURY	NC NC	28081	565 PARKS FIELD DR PERSONAL PROPERTY	349G130 160511	34.26 1.37
WHITESELL BRIAN K & WF									

Jones Parnell Jax 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: Ann Kitalong-Will, Director of Grants Administration/Gov't Relations

DATE: 8/5/2022

SUBJECT: Approve Acceptance of Water/Wastewater Appropriations from FY22 Budget Bill

The FY22 NC General Assembly Budget Bill (SL 2022-74) includes a \$1,900,000 water and wastewater project appropriation for Rowan County. These funds are proposed to be used to offset costs associated with water and sewer improvements along Long Ferry Road as part of Phase I of the Red Rock Development project. The attached Form describes the County's proposed project narrative and current budget per the project engineer.

Recommendation: Approve the County Manager to sign and submit the appropriations Form for SL 2022-74 Appropriated Projects in the amount of \$1,900,000.

ATTACHMENTS:

Description Upload Date Type

Grant Documents 8/9/2022 Cover Memo

Form and Instructions for recipients of Water and wastewater project appropriations in the FY 2022 Budget Bill (S.L. 2022-74) of the General Assembly of North Carolina, Sections 12.9 (e)

(Last updated: July 25, 2022)

The following instructions are for Local Government Units receiving NC General Assembly 2022 Budget appropriations through the Department of Environmental Quality (DEQ) for water and/or wastewater projects as approved in Session Law 2022-74 of the General Assembly on North Carolina. The NC DEQ/Division of Water Infrastructure (Division) will be administering the funds.

Appendix A provides a list of recipients and appropriated fund amounts as specified in Section 12.9.(e). All Local Government Units in the list must use this form. The Division pays out these grant funds to the local government unit (the Recipient) on a reimbursement basis after the recipient awards a division-approved construction contract. Recipients must use the funds in accordance with all applicable federal law and guidance, as well as NC State statutes.

Once a completed form has been received and the project scope appears eligible for funding (see discussion below), the Division will issue a "Letter of Intent to Fund", which will establish milestone dates for the following:

- If applicable depending on the proposed project scope of work and other sources of funding:
 Recipient submits an Engineering Report and Environmental Information Document (ER-EID),
- Division approves the ER-EID (if required),
- Recipient submits the project's Bid and Design package (plans and specifications and associated documents),
- Division approves the Bid and Design package,
- Recipient advertises project, receives bids, submits bid information, <u>and</u> receives authority to award,
- Recipient executes construction contract(s), and
- Recipient receives last reimbursement.

Projects Eligible for the Appropriated Funds

Federal guidance and state statutes limit the types of projects that are eligible for the appropriated funds. <u>Drinking Water Reserve and the Wastewater Reserves</u> are limited to Infrastructure construction projects for public water systems and wastewater systems. The budget also includes additional eligibility requirements for specific projects or communities.

Additional requirements:

Funding for these projects will be from Federal funds provided through the American Rescue Plan Act and State appropriations. All projects will be required to meet ARPA federal requirements and all applicable requirements of GS. 159G. ARPA criteria include:

- Projects must be the type that would be eligible for funding under the <u>Drinking Water State Revolving</u> Fund Program or the Clean Water State Revolving Fund Program.
- Funds must be obligated by December 31, 2024.
- Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.
- Funds cannot be used to pay for existing debt or used as a match for other federal funding.
- Projects receiving ten million dollars or more in ARP funding must comply with Davis-Bacon wage requirements.
- If project funding is co-mingled with other federal funds, all requirements for the other federal funding program(s) will apply to the ARP funds.

<u>Section 1 – General Information</u>

This section contains information the Division will need to process your appropriation. Complete each blank as directed below.

- Recipient Name Provide the official name of your local government unit (LGU) (e.g., Town of Anytown, Bixby Sanitary District).
- **County** List the county in which your LGU resides.
- **UEI Number** Use <u>www.sam.gov</u> to find your UEI number. Make sure your IEI number is up to date.
- Federal Tax ID # Needed for grant disbursement purposes
- **PWSID** # Needed for all drinking water projects
- **Project Name** Enter a project name that is short yet captures the nature of your project.
- **Funding Amount Requested** Enter the amount of funding you are requesting. Must be no more than the amount appropriated in S.L. 2021-180 (see Appendix A for appropriated amount).
- **Total Project Cost** Please enter the cost of <u>the entire project</u>. Note: This cost may vary from the funding amount requested.
- Funding Type(s) Requested Check the box(es) that are appropriate for the project type for which you are requesting funding. If you have multiple projects, submit separate Requests for Funding for Stormwater, drinking water, and /or wastewater projects. It is recommended that you contact the Division prior to completing the Request for Funding if you have multiple projects supported by the funds appropriated in S.L. 2021-180 Sections 12.13. and 12.14.

Sections 2, 3, and 4 – Recipient, Form Preparer, and Engineer Contact Information

Complete this section with all pertinent information. The following bullet points contain specific information.

- **Authorized Representative Name** The Authorized Representative should be mayor, manager, finance director, or similar position.
- Mailing Addresses Provide the mailing address where the Recipient, Preparer, and Engineer receive mail. For example, if you have a PO Box, provide this information rather than your physical address.

Note: Zip codes may be different for PO Boxes and physical addresses. If using a PO Box to receive mail, use the zip code for that PO Box.

 Engineer Contact Information – If your Request for Funding Preparer is the same as the Engineer Contact, check the No box. Section 5 may then be left blank. If the answer is Yes, provide the appropriate information.

Section 5 - Project Description

In this section, provide a brief description of the proposed project at a broad level of detail. Include the project purpose and what the project entails (e.g., rehabilitation of 2,000 l.f. of sewer, construction of a new well). Project description must demonstrate that the project is eligible for funding considering ARP requirements, funding source limitations, and budget limitations.

Include information such as types of equipment to be included, capacity of equipment, and estimates of line length. Note: Major line items in the project budget (Section 8) must be shown in the project description. For example, if 2,000 l.f. of 4-inch, 3,000 l.f. of 6-inch, and 4,000 l.f. of 8-inch pipe are listed in the project budget, they must be listed in the project description. Include the number of new services if applicable.

Section 6 - Project Budget

Complete the project budget by addressing the categories provided in the table (insert rows as needed). Total the cost amount for each line and provide the total cost amount. Please note the following related to this section:

- Budget should consider potential increases in material and construction costs.
- Construction project budgets do not need to be signed or sealed by a properly licensed professional engineer.

Certification by Authorized Representative

The Authorized representative must read and initial in the space beside each question. If not applicable, use N/A.

Completeness Checklist

To better ensure that the project information is sufficient to provide the recipient with a Letter of Intent to Fund, ensure that all of the information listed in the completeness checklist is provided in the Request for Funding and initial each item on the checklist.

Submittal Information

• Delivery Method

- We recommend that Requests for Funding be delivered to the Division as soon as possible.
- If mailing, allow at least two weeks for delivery to the Mail Service Center address shown on the Request for Funding. The Division recommends certified mail. Please call the Division's offices to ensure that your package has been received.
- o If using courier delivery or hand delivering, please utilize the physical address on the Request for Funding. If using courier delivery, verify that your package has arrived.

Questions on this Form?

- For drinking water Requests for Funding: please contact Kavitha Ambikadevi, P.E., Drinking Water Project Unit Supervisor, at 919-707-9048 or email at Kavitha. Ambikadevi@ncdenr.gov.
- For wastewater and stormwater Requests for Funding: please contact Ken Pohlig, P.E., Wastewater Projects Unit Supervisor, at 919-707-9174 or email at ken.pohlig@ncdenr.gov.



North Carolina Department of Environmental Quality

Division of Water Infrastructure Request for Funding S.L. 2022-74 Appropriated Projects



(Last updated: September 2021)

1. General Information		
Recipient Name	County	UEI Number
County of Rowan	Rowan	GCB7UCV96NW6
Project Name	Federal Tax ID#	PWSID # (Drinking Water only)
Infrastructure Improvement Project on Long Ferry Road	56-6000336	NC2080082
Recipient Type	Total Project Cost	Funding Amount Requested
 Municipality County Water and Sewer District Water and Sewer Authority 	\$6,888,348	1,900,000
Project Type (Please select one. Submit multiple Requests for Fundi	ing if vou have multi	ple project types).
☑ Drinking Water☐ Wastewater		r r grandray.
List other funds that will be used in this project. Please list here the type Several federal and state funding sources are being identified and pursue		_
Leaf Foundation SITE Program (est. \$50,000-1,500,000); numerous fun	nding opportunities wi	ll be coming available
over the next months, particularly those that are coming out of the Bipar	rtisan Infrastructure La	aw through
the EPA and DOT that address water and sewer infrastructure improvement	nents.	
•		
Funding Requirements		
I accept that all ARP project funds must be reimbursed by December	31, 2026.	
To better ensure that the project will be completed by December 31, 2026 submittal date is requested (the requested date must be no later than January).		
☐ I accept that all projects receiving ten million dollars or more in ARP requirements.	funding must comply	with Davis-Bacon wage
I accept that the project funds will not be used to pay existing debt or	as a match for other f	ederal funds.
☐ I accept that if the project is co-funded with other federal funds, the feapply to the ARP funds.	ederal requirements of	f the other funds will also

2.	Recipient Contact Information	
	Authorized Representative Name:	Aaron Church
	Authorized Representative Title:	County Manager
	Mailing Address Line 1:	130 West Innes Street
	Mailing Address Line 2:	
	City:	Salisbury
	State:	NC
	Zip Code:	28144
	Physical Address Line 1:	130 West Innes Street
	Physical Address Line 2:	
	Physical Address City:	Salisbury
	Physical Address State:	NC
	Physical Address Zip Code:	28144
	Phone Number:	704-216-8180
	E-Mail Address:	Aaron.Church@rowancountync.gov
3.	Form Preparer Contact Information	
	Firm Name:	
	Contact Name:	Ann Kitalong-Will
	Mailing Address Line 1:	130 West Innes Street
	Mailing Address Line 2:	
	City:	Salisbury
	State:	NC
	Zip Code:	28144
	Physical Address Line 1:	130 West Innes Street
	Physical Address Line 2:	
	Physical Address City:	Salisbury
	Physical Address State:	NC
	Physical Address Zip Code:	28144
	Phone Number:	704-216-8135
	E-Mail Address:	Ann.Kitalong-Will@rowancountync.gov
4.	Engineer Contact Information	
	Is the engineering firm different from the preparer?	⊠ Yes □ No
	Engineering Firm Name:	Timmons Group
	Contact Name:	Brian Crutchfield
	Mailing Address 1:	610 East Morehead Street
	Mailing Address 2:	Suite 250
	City:	Charlotte
	State:	NC
	Zip Code:	28202
	Physical Address Line 1:	610 East Morehead Street
	Physical Address Line 2:	Suite 250
	Physical Address City:	Charlotte
	Physical Address State:	NC 28202
	Physical Address Zip Code:	28202
	Phone Number:	704-376-1073
	E-Mail Address:	Brian.crutchfield@timmons.com

5. Project Description

Full Project Summary: Red Rock Developments, a privately-held real estate and investment company based in Columbia, SC, has identified a site in the Charlotte region along the I-85 corridor for a new industrial park. The property is located along Long Ferry Road in Rowan County, approximately 380 acres comprised of six parcels. Red Rock plans to construct up to six buildings totaling 2.6 million square feet at this location. The Rowan County Commissioners have approved a tax incentive for Red Rock Development to support the water/sewer infrastructure improvements described below. The project is to be completed in three phases, with the first phase including Infrastructure Improvements along Long Ferry Road, as described below.

Water/Sewer Infrastructure Improvement Project on Long Ferry Road: Providing utilities to the site will require the extension of an approximately 5,900 linear foot water main (16-inch), as well as approximately 4,100 linear feet of force main sewer (4-inch). A pump station will also need to be installed in the southern portion of the new development. Overall estimated water/sewer improvement cost is \$6,888,343.

The appropriated \$1,900,000 will be used to offset costs associated with water and sewer improvements described above, and their associated items. These improvements are expected to benefit county residents on a long-term basis by expanding Rowan County's capacity to service both commercial and residential properties in the identified area.

(OVER)

	Division Funding	Other Secured Funding	Total Cost Amount
	Requested	Source(s)	
Indicate construction costs by line item (e.g.,			
linear feet of different-sized lines)			
<u>Construction Costs</u>			
5,900 LF 16" PVC WM (fire line) Extension	\$2,004,600	N/A	\$2,004,600
Wastewater lift station w/ 4,100 LF 4" PVC FM Extenson and feeder 8" gravity sewer	\$1,602,250	N/A	\$1,602,250
Offsite Road Improvements, erosion control, etc.	\$2,292,330	N/A	\$2,292,330
Contingency (we recommend 10% of construction costs):	\$589,918	N/A	\$589,918
Construction Subtotal:	\$6,489,098	N/A	\$6,489,098
Engineering Costs			
Engineering Design	\$372,500	N/A	\$373,500
Permitting	\$4,000	N/A	\$4,000
Land Surveying Costs	\$17,750	N/A	\$17,750
Asset Inventory and Assessment (VUR only)			
Merger Regionalization Feasibility Study (VUR only)			
Rate Study (VUR only)			
Engineering Subtotal:	\$394,250	N/A	\$394,250
Administration Costs			
Planning			
Easement Preparation	\$2,500	N/A	\$2,500
Grant Administration (if applicable)			
Loan Administration (if applicable)			
ER Preparation			
Environmental Documentation Preparation	\$2,500	N/A	\$2,500
Legal Costs			
Other			
Administration Subtotal:	\$5,000	N/A	\$5,000
TOTAL PROJECT COST:	\$6,888,348	N/A	\$6,888,348

Certification by Authorized Representative

The attached statements and exhibits are hereby made part of this Request for Funding, and the undersigned representative(s) of the

complete	to the	fies that the information in this Request for Funding and the attached statements and exhibits is true, correct, and e best of his/her knowledge and belief. By initialing each item and signing at the end of this Request for Funding, certifies that:
	1.	as Authorized Representative, he/she has been authorized to file this Request for Funding;
	2.	the Recipient agrees to provide for proper maintenance and operation of the approved project after its completion, including budgeting and generating the revenues needed for the eventual rehabilitation and/or replacement of physical infrastructure assets;
	3.	the Recipient has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;
	4.	the Recipient will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration of the project;
	5.	the project budget provided on Page 4 of this form includes all funding requested from all sources of funding proposed for this project; and
	6.	the (Town or County), North Carolina is organized and chartered under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Director of public trust contracting for his own benefit, participation in business transaction involving public funds; exemptions." (For units of local government only. All others should initial "N/A.")

(OVER)

		mulatanaaa Chaaldiat*		
In addition to this Request		mpleteness Checklist* items must be included for a complete	package; please initial that each item	
is included in this submitte	ıl.			
Section 1 – General Information, Request for Funding has accepted all ARP funding requirement				
		scription, Project matches funding eligible Budget language (Appendix A)	bility established by funding source	
Does Not Apply	PE Seal on project but	dget (construction projects only)		
		Submittal Information		
• Send one (1) original	hard copy to:			
Mailing Address† (US Po	stal Service only)	Physical Address (FedEx	<u>k, UPS)[‡]</u>	
Division of Water Infrastru	acture	Division of Water Infrastr	ructure – 8 th Floor, Archdale Building	
1633 Mail Service Center		512 North Salisbury Street		
Raleigh, NC 27699-1633		Raleigh, NC 27604		
		919.707.9160		
‡For all courier services, pl	elivery if mailing via the US lease use the physical addre	S Postal Service. ss, as having a courier deliver to the ma	iling address will delay package	
delivery.				
		<u>Signature</u>		
	Please note:	Original signatures are required.		
	SIGNATURE	OF AUTHORIZED REPRESENTATIVE		
Aaron Churc	ch ,	County Manager ,		
TYPED NAM	 E	TYPED TITLE	DATE	

APPENDIX A

Drinking Water and Wastewater Reserve - At Risk Projects

S.L. 2022-74, Section 12.9.(e)

	Funds			
	Appropriated		Recipient	
1	\$360,000		Andrews, Town of	
2	\$2,825,000		Angier, Town of	
3	\$5,000,000		Anson County	
4	\$3,600,000		Archdale, City of	
5	\$2,000,000		Banner Elk, Town of	
6	\$3,800,000		Bladenboro, Town of	
7	\$100,000		Boardman, Town of	
8	\$2,750,000		Buncombe County, for a flood mitigation project in Barnardsville	
9	\$1,118,247		Burke County	
10	\$7,125,000		Cabarrus County Water and Sewer Authority	
11	\$3,250,000		Cajah's Mountain, Town of	
12	\$1,000,000		Catawba County	
13	\$2,000,000		Chadbourn, Town of	
14	\$3,000,000		Cherryville, City of	
15	\$250,000		Claremont, City of	
16	\$25,000,000		Clayton, Town of, for Sam's Branch Water Reclamation Facility	
17	\$1,000,000		Coats, Town of	
18	\$500,000		Columbus, Town of	
19	\$2,500,000		Davidson County	
20	\$8,000,000		Davie County	
21	\$500,000		Denton, Town of	
22	¢2 c00 000		Elizabeth City, City of, of which no less than one million dollars (\$1,000,000) shall be used for a new pump station to accommodate recent campus improvements	
22	\$3,600,000	 	at Elizabeth City State University	
23	\$2,000,000		Elkin, Town of	
24	\$2,000,000	-	Elm City, Town of	
25	\$1,000,000		Erwin, Town of	
26	\$1,350,000 \$6,000		Fair Bluff, Town of	
	•		Franklin County	
28	\$8,750,000		Franklin County Franklin, Town of	
30	\$820,000			
	\$2,700,000	-	Garland, Town of	
31	\$2,375,000	Gaston County		

Funds			
Appropriated		Recipient	
32	\$500,000	Gibsonville, Town of	
33	\$10,000,000	Graham, City of	
34	\$250,000	Harmony, Town of	
35	\$525,000	Haw River, Town of	
36	\$100,000	Hayesville, Town of	
		Henderson, City of, for the Kerr Lake Regional Water	
37	\$5,000,000	System expansion	
38	\$220,000	Highlands, Town of	
39	\$3,250,000	Jacksonville, City of	
40	\$2,500,000	Kings Mountain, City of	
41	\$4,200,000	Landis, Town of	
42	\$11,250,000	Laurinburg, City of	
43	\$5,000,000	Lenoir County	
44	\$6,300,000	Lenoir, City of	
45	\$9,250,000	Lillington, City of	
		Lincoln County, to connect water service between	
	46 \$18,550,000 Lincoln County and Gaston County		
47	\$4,750,000	Littleton, Town of	
48	\$250,000	Long View, Town of	
49	\$1,000,000	Love Valley, Town of	
50	\$23,500,000	Lower Cape Fear Water and Sewer Authority	
51	\$4,000,000	Marshville, Town of	
52	\$3,500,000	Mayodan, Town of	
53	\$11,925,000	Mebane, City of	
54	\$9,500,000	Mooresville, Town of	
55	\$1,118,247	Morganton, City of	
56	\$1,000,000	Mount Olive, Town of	
57	\$4,811,000	Mount Pleasant, Town of	
58	\$360,000	Murphy, Town of	
59	\$3,200,000	Newland, Town of	
60	\$33,750,000	Newton, City of	
61	\$15,000,000	North Wilkesboro, Town of	
		Onslow Water and Sewer Authority for the Southeast	
62	62 \$10,000,000 Wastewater Treatment Plant		
63	\$4,800,000	Pembroke, Town of	
64	\$2,000,000	Pilot Mountain, Town of	
65	\$2,500,000	Pine Level, Town of	
60	ĆE 622 050	Pink Hill, Town of, of which no less than two million two hundred five thousand two hundred dollars (\$2,205,200)	
66	\$5,633,950	shall be used for a stormwater quality project.	

	Funds		
	Appropriated	Recipient	
67	\$1,500,000	Princeton, Town of	
68	\$2,500,000	Randolph County	
69	\$1,000,000	Rich Square, Town of	
70	\$4,000,000	Richmond County	
71	\$140,000	Robbinsville, Town of	
72	\$3,500,000	Ronda, Town of	
73	\$1,900,000	Rowan County	
74	\$2,000,000	Sanford, City of, for service expansion to Holly Springs and Fuquay-Varina	
75	\$10,200,000	Shelby, City of	
76	\$2,000,000	Siler City, Town of	
77	\$500,000	Spring Lake, Town of	
78	\$900,000	Stanly County	
79	\$5,700,000	Stanley, Town of	
80	\$5,000,000	Stokes County Water and Sewer Authority	
81	\$237,000	Swepsonville, Town of	
82	\$1,850,000	Tabor City, Town of	
83	\$500,000	Thomasville, City of	
84	\$900,000	Troutman, Town of	
85	\$1,750,000	Union County	
		Walnut Cove, Town of, to be allocated as follows: a. Six million four hundred thousand dollars (\$6,400,000) to replace a transmission main. b. One million six hundred thousand dollars (\$1,600,000)	
86	\$8,000,000	to replace asbestos lines.	
87	\$7,500,000	Warsaw, Town of	
88	\$1,500,000	West Jefferson, Town of	
89	\$1,000,000	Yadkin County	
90	\$3,050,000	Yancey County, for a WWTP project	

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board

DATE: August 5, 2022

SUBJECT: Schedule Public Hearing for September 6, 2022 to Consider An Ordinance Approving a

Temporary Lane Closure on US Hwy 29 for the Purpose of Facilitating a Special Event

The Town of Spencer is facilitating a proposed temporary partial lane closure on US Highway 29 for the upcoming 'Race to the River' 5k Run, which is scheduled for Saturday, September 24, 2022. The majority of the route will run through the Town but as it approaches the Yadkin River, it will pass into Rowan County outside the Town's city limits. The closure will occur beginning at 4:00 pm and end at approximately 6:00 pm, or until the lane is cleared of all participating runners.

The Town plans to adopt a temporary lane closure ordinance at its August 9, 2022 meeting and the County needs to also adopt a similar ordinance in accordance with North Carolina General Statute 20-169.

Scheudule public hearing for September 6, 2022.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Ordinance	8/5/2022	Cover Memo
Proposed Notice of Hearing	8/5/2022	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

AN ORDINANCE APPROVING A TEMPORARY LANE CLOSURE ON US HIGHWAY 29 FOR THE PURPOSE OF FACILITATING A SPECIAL EVENT

WHEREAS, North Carolina General Statute § 20-169 authorizes local authorities to provide by ordinance for the regulation of the use of highways for processions or assemblages; and

WHEREAS, the Town of Spencer is sponsoring a 5K run special event on Saturday, September 24, 2022, beginning at 5:00 P.M., which will involve a procession of runners along the US Highway 29 corridor; and

WHEREAS, to ensure public safety, the County has deemed it necessary to temporarily close one southbound lane on US Highway 29 from the Town of Spencer's corporate limits to NC Finishing Lane on the date of the event, the closure beginning at 4:00 p.m. and ending at approximately 6:00 p.m., or until the lane is cleared of all participating runners; and

WHEREAS, pursuant to the NCDOT Special Event Guidelines, the Town of Spencer has confirmed to the County that it has consulted with the Highway Division 9 – Division Traffic Engineer to verify that the proposed special event will not impact, or be impacted by, planned maintenance or other activities.

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

Section 1. Pursuant to N.C.G.S. §20-169, Rowan County hereby approves the use of US Highway 29 outside the Town's jurisdiction, for the 5K run special event procession as specified in this Resolution. The Town, as sponsor of the event accepts full responsibility for safety, traffic flow, traffic control, appropriate signage, and ensuring that all debris, litter, decorations, and other items associated with the event are removed following the event.

Section 2. The Town will place signs giving notice of the special event, in accordance with §20-169, and will provide to Highway Division 9 a copy of this ordinance.

Section 3. This ordinance shall only be effective on September 24, 2022, beginning at 4:00 p.m. and ending at approximately 6:00 p.m., or until the lane is cleared of all participating runners.

This the 15 th day of August, 2022.	
ATTEST:	Gregory C. Edds, Chairman Board of Commissioners
Carolyn Barger, MMC, NCMCC Clerk to the Board	

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



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

Rowan County Board of Commissioners

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

NOTICE

The Rowan County Board of Commissioners will conduct a public hearing on Tuesday, September 7, 2022 at 6:00 p.m., or, as soon thereafter as the matter may be heard. The hearing will be held in the J. Newton Cohen, Sr. Room, located on the 2nd floor of the J. Newton Cohen, Sr. Rowan County Administration Building, 130 West Innes Street, Salisbury, NC 28144.

In accordance with the North Carolina General Statute § 20-169, the purpose of the public hearing will be to receive comments on an Ordinance Approving a Temporary Lane Closure on US Highway 29 for the purpose of facilitating a 5K Run Special Event scheduled for September 24, 2022. The temporary closure will involve one southbound lane on US Highway 29 from the Town of Spencer's corporate limits to NC Finishing Lane. The temporary closure will begin at 4:00 pm and end at approximately 6:00 pm..

All persons interested in proposed Ordinance are invited to attend this public hearing and present their views. Individuals with disabilities who need modifications to access the services or public meetings of the Rowan County Board of Commissioners may contact the Board of Commissioners Office three (3) days prior to the meeting by calling 704-216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options consult: https://relaync.com

This the 16th day of August, 2022.

Carolyn Barger, MMC, NCMCC Clerk to the Board

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 08/15/2022

SUBJECT: NewPath Yourth Services Contract for DSS

Department of Social Services would like to enter into a contract with NewPath Youth Services to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022-June 30,2023 and will not exceed \$150,000.

Attached is the proposed contract with NewPath Youth Services.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with NewPath Youth Services for therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

DescriptionUpload DateTypecontract8/8/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager	
FROM:	Micah Ennis, Director	
DEPT:	Social Services	
DATE:	6/14/2022	
SUBJECT:	NewPath Youth Services, Inc. 23482	
	OF CONTRACT:	
This vendo	r provides therapeutic foster care to children in DSS custody.	_
		_
		_
	,	_
	CONTRACT CERTIFICATION	_
	<u></u>	
By submit	tting this memorandum, I agree that I have:	
-	and understand the terms of the contract.	
	best of my knowledge the terms, amount and activities surrounding	
	act are compliant with North Carolina General Statutes, the Rowan	
	urchasing Policy and any applicable regulations.	
•	secured and attached in MUNIS the Certificate of Insurance.	
J. Thave	secured and accurred in Moras the certificate of insurance.	
	7/22/2022	
7-		

DATE

Signature of Director

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and NewPath Youth Services Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 45-2410588 and DUNS Number (required if funding from a federal funding source). 33551066

1.	Contract Documents: This Contract consists of the following documents: (1) This contract
	(2) The General Terms and Conditions (Attachment A)
	(3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of
	precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the
	highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract
	Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the
	lowest precedence.
2	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023,
3.	This contract must be twelve months or less.
	This contract most be twelve months of less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in
	Attachment B, Scope of Work.
-	County Butter The County that the County the County the County that the County the Count
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00.
	This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	This amount consists of \$\psi\$ in Federal funds (OF DA #), \$\psi\$ in State Funds, \$\psi\$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
	The post-ik stiens from the Control or shall be accounted from the field of
T	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$150,000.00.
1.0	te total contract amount including any contractor materi shall not exceed \$150,000.00.
6.	Reversion of Funds:
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon
	termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146
Telephone Fax Email	704,216,8422 704.638.3041 Micah.Ennis@rowancountync.gov	

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Company Name Mailing Address City State Zip	Ricky Taylor/Director/CEO NewPath Youth Services Inc. PO Box 4084 Salisbury, NC 28144	Name & Title Ricky Taylor/Director/CEO Company Name NewPath Youth Services Inc. Street Address 421 North Long St. City State Zip Salisbury, NC 28144
Telephone Fax Email	(704) 621-9661 (704) 919-5983 rtaylor@mybrothershouseinc.net	

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

	4-27-2022
Signature	Date
Ricky Taylor	President
Printed Name	Title
COUNTY	7/22/2022
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Government	ent Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

NewPath Youth Services Inc.

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

NewPath Youth Services Inc. or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 45-2410588 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: NewPath Youth Services Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	lephone Nun	nber:	Fax Number	r: Email:	
3.	Name of Pro	ogram (s):			
4.	Status:	Public	Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	Financial Re	porting Year	January through	December
B.	Explanation	of Services t	o be provided	and to whom (inc	lude SIS Service Code)

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential LevelCare III / 4 Beds
 If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

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

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

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

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an
 appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the
 Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course
 of treatment, progress in care, medications, and plan for the child.

III. County

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

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - Education Component (DSS-5245).
 - I. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - Any other forms or information required by the Private Partner.

Provide Services:

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

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results,

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

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
-	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action;

OR

- [] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Pres. Jent
Title

Contractor Name

Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - 1. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs
 (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street	421	North 1.	ong st	
City, State	, Zip Code	Sel.sby	319 NC	28144
Street			1-1	
City, State	, Zip Code			

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

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

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

NewPath Youth Services Inc.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY Notary Public for said County and State, certify that personally appeared before me this day and acknowledged that he/she is and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on RAMOOLA NOT Sworn to and subscribed before me this (Official Seal) My Commission expires Instruction for Organization: Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy. Name of Organization Signature of Organization Official

Conflict of Interest Policy Example

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

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

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

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

- The Board member or other governing person, officer, employee, or agent;
 Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
- 3. An organization in which any of the above is an officer, director, or employee;
- 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. Duty to Disclosure Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

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

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

NewPath Youth Services Inc.

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

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

Approved by:

##ContractorName##

Name of Organization

Signature of Organization Official

4-27. 2022 Date

State Grant Certification - No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the [insert organization's name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

LIZZ [Title of Second Authorizing Official]

Sworn to and subscribed before me on the My Commission Expires:

(Notary Signature and Seal)

If there are any questions, please contact the

Board Chair

and your grant. If needed, you may contact the North

Carolina Office of State Budget and Management OLPH CONTROL NCGrants@osbm.nc.gov-(919)807-4796

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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

Signature

Pres. Jan +

Title

Alempeth youth Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

Revised 06-2015

State Certifications Contractor Certifications Required by North Carolina Law

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

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

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - [check one of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Newporth youth Ser	VICES
Contractor's Authorized Agent:	Signature S	Date 4.21-22
	Printed Name Ricky Taylor	Title President
Witness:	Signature Reichael Condo	Dane 4 /21 /22
	Printed Name Racheel Grade	Title Associate

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

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

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

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

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

Signature

Title

Agency/Organization

Data

(Certification signature should be same as Contract signature.)

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 08/15/2022

SUBJECT: Children's Home Society of NC, Inc Contract for DSS

Department of Social Services would like to enter into a contract with Children's Home Society of NC, Inc. to provide foster care services for those in Rowan County custody. The contract will be for July 1, 2022-June 30,2023 and will not exceed \$240,000.

Attached is the proposed contract with Children's Home Society of NC, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Children's Home Society of NC, Inc. for foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

DescriptionUpload DateTypecontract8/8/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

DEPT: Social Services	то:	Aaron Church, Rowan County Manager
CONTRACT CERTIFICATION Sy submitting this memorandum, I agree that I have: R. Read and understand the terms of the contract. R. 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. R. I have secured and attached in MUNIS the Certificate of Insurance.	FROM:	
CONTRACT CERTIFICATION Sy submitting this memorandum, I agree that I have: Read and understand the terms of the contract. 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. It have secured and attached in MUNIS the Certificate of Insurance.	DEPT:	
CONTRACT CERTIFICATION Sy submitting this memorandum, I agree that I have: Read and understand the terms of the contract. 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. I have secured and attached in MUNIS the Certificate of Insurance.	DATE:	6/7/2022
CONTRACT CERTIFICATION By submitting this memorandum, I agree that I have: R. Read and understand the terms of the contract. 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. I have secured and attached in MUNIS the Certificate of Insurance.	SUBJECT:	Baptist Children's Home of NC, Inc. 22075
CONTRACT CERTIFICATION By submitting this memorandum, I agree that I have: Read and understand the terms of the contract. To the best of my knowledge the terms, amount and activities surrounding his contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations. I have secured and attached in MUNIS the Certificate of Insurance.	PURPOSE C	F CONTRACT:
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.	This vendo	provides therapeutic foster care to children in DSS custody.
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.		
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County Purchasing Policy and any applicable regulations. I. I have secured and attached in MUNIS the Certificate of Insurance. 6/8/2022		그 문에는 마음이 가입니다. 이번 사람이 있는 것이 없는 것이 되었다. 이번에 가지 않는데 가입니다. 그렇게 되었다는데 그렇게 하는데 그렇게 하는데 그렇다.
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6/8/2022		그는 그들이 가는 아픈하게 되어 되면 하는데 하는데 하면 하면 하면 하면 하면 되었다. 그는 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은
ignature of Director DATE	s. Thave	secured and attached in MONIS the Certificate of Insurance.
ignature of Director DATE		
ignature of Director DATE		
		6/8/2022

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Baptist Children's Homes of North Carolina, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0547499 and DUNS Number (required if funding from a federal funding source).

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

	(1) This contract (2) The General Terms and Conditions (Attachment A)
	(3) The Scope of Work, description of services, and rate (Attachment B) (4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	 (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 240,000.00 This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	☐ b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
Т	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$240,000.00.
6.	Reversion of Funds:
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED E	Y US POSTAL SERVICE	IF DELIVERED	BY ANY OTHER MEANS
Name & Title	Amanda Armstrong/Accounting	Name & Title	Amanda Armstrong/Accounting Manager
Manager Company Name Carolina, Inc.	Baptist Children's Homes of North	Company Name Carolina, Inc.	Baptist Children's Homes of North
Mailing Address	PO Box 338	Street Address	204 Idol Street
City State Zip	Thomasville NC 27361	City State Zip	Thomasville NC 27360
Telephone	336-474-1215		
Fax	336-887-0312		
Email	aarmstrong@bchfamily.org		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

Baptist Children's Homes of North Carolina, Inc.

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

Color In	5-26-22
Signature	Date
J. Keith Henry	COO
Printed Name	Title
COUNTY	
	Co/8/2022
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Col8/2022 Date Directur
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Government	ent Budget and Fined Central Act
This institution has been pre-addited in the mariner required by the Local Government	1 1
I have Howken	6/21/2022

Signature of County Finance Officer

Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

Baptist Children's Homes of North Carolina, Inc. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

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

Oversight

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

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

Miscellaneous

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

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

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word Baptist Children's Homes of North Carolina, Inc. or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0547499 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Baptist Children's Homes of North Carolina, Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	elephone Nu	mber:	Fax Number	: Email:	
3.	Name of Pr	ogram (s):			
4.	Status:	Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	s Financial Re	porting Year	October through	September
B.	Explanatio	n of Services	o be provided	and to whom (inc	lude SIS Service Code)

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Child Caring Institution

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

	Monthly Rates	
Age 0-5	Age 6-12	Age 13+
		12.
\$514	\$654	\$698
		2000
\$1,472	\$1,637	\$1,702
\$4,318	\$4,510	\$4,580
Dai	ly Rates	
Board	Treatment*	
\$43	\$232.88	
\$33	\$189.75	
\$43	\$315.71	
\$40	\$315.71	
	\$514 \$1,472 \$4,318 Dai Board \$43 \$33 \$43	Age 0-5 Age 6-12 \$514 \$654 \$1,472 \$1,637 \$4,318 \$4,510 Daily Rates Board Treatment* \$43 \$232.88 \$33 \$189.75 \$43 \$315.71

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

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

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

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

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

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

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

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

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying:
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

11	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
. ,	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action:

OR

[] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Signature

Title

Baptist Children's Homes of Ne Inc.

Contractor Name

Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

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

Address	
Street	
City, State, Zip Code	
Street	
City, State, Zip Code	

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

Baptist Children's Homes of North Carolina, Inc.

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Baptist Children's Homes of North Carolina, Inc. Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federa a. Bid/offer/app b. Initial Award c. Post-Award	olication		□ b. ma For Material (tial filing aterial change Change Only:
4. Name and Address of Reporting Entit Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency:	y:	Congressio 7. Federa	nal Distri	f Prime:	
8. Federal Action Number (if known)		9. Award	Amount	(if known) \$	
10. a. Name and Address of Lobbying 8 (if individual, last name, first name) (attach Continuation Sheet(s) SF-LLL 11. Amount of Payment (check all that as \$ 12. Form of Payment (check all that app a. cash b. In-kind; specify: Nature Value 14. Brief Description of Services Perform Member(s) contacted, for Payment is	e, MI): -A, if necessary) pply): actual planned ly): ned or to be Performed a	diff (at. 13. Type of the control o	tach Continued for Payment tainer nee-time fearminission intingent their specific for specific for their spe	nm No. 10a.) (last nuation Sheet(s) S nt (check all that he fee ify:	er(s), employee(s), or
15. Continuation Sheet(s) SF-LLL-A atta	ched:		Yes		No
16. Information requested through this fe title 31 U. S. C. section 1352. This c activities is a material representation reliance was placed by the tier above was made or entered into. This disc pursuant to 31 U. S. C. 1352. This is reported to the Congress semi-annu available for public inspection. Any the required disclosure shall be subjunct less than \$10,000 and not more such failure.	lisclosure of lobbying of fact upon which a when this transaction losure is required formation will be ally and will be person who fails to file ect to a civil penalty of	Title:	:		Date:
Federal Use Only				Authorized for Standard Forn	r Local Reproduction m - LLL

Baptist Children's Homes of North Carolina, Inc.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY Notary Public for said County and State, certify that personally appeared before me this day and acknowledged that he/she is [name of Organization] and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on Sworn to and subset Notary Public My Commission expires Instruction for Organization: Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy. hildren's Homes of NC, sinc Name of Organization Signature of Organization Official

Baptist Children's Homes of North Carolina, Inc. Conflict of Interest Policy Example

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

- A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 - 1. The Board member or other governing person, officer, employee, or agent;
 - 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 - 3. An organization in which any of the above is an officer, director, or employee;
 - A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. Duty to Disclosure Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. Board Action When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

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

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

Baptist Children's Homes of North Carolina, Inc.

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

Approved by:

##ContractorName##

5-26-22

Name of Organization Beptist Children's Hones of NC, Inc

Signature of Organization Official

Date

Michael C. Blackwell President/CEO

BCH Administration P.O. Box 338 Thomasville, NC 27361 P. 336,474,1209 F. 336,472,3802 www.bchfamily.org

OVERDUE TAXES

Date: 5/2/2022

To: Rowan County Department of Social Services

Certification:

We certify that the Baptist Children's Homes of NC, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement.

John Lee and J. Keith Henry being duly sworn, say that we are the Board Chair and Chief Operating Officer, respectively, of Baptist Children's Homes of NC, Inc. of Thomasville in the State of North Carolina, and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Chief Operating Officer

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

ON CON

My Commission Expires

(Notary Signature and Seal)

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management

NCGrants@osbm.nc.gov -(919) 807-4795

G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Page 1 of 1

MS&NCD Form 0008 Eff. July 1, 2005 Revised July 18, 2006, 7/07, 8/09



ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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

Signature

Title

Beyptist Children's Hones of ux Inc.

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

Revised 06-2015

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's	Baptist Children's Homeso	
Authorized Agent:	Signature	Date 5-26-22
	Printed Name F. Keith Henry	Title COO
/itness:	Signature UBanslan	Date
	Printed Name Amande B. Arrestrong	Title Accountry Manager

document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

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

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

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

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

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

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phist Children's How	wes of WC, Inc	

(Certification signature should be same as Contract signature.)

C: Dr. Blackwell

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 3 0 2006

BAPTIST CHILDRENS HOMES OF NORTH CAROLINA INCORPORATED C/O SAMUEL V BAREFOOT FO BOX 338 THOMASVILLE, NC 27361-0338 Employer Identification Number: 56-0547499 DIN: 17053031041046 Contact Person: JULIE CHEN ID# 31261

Contact Telephone Number: (877) 829-5500

Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(a)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 6, 2005
Contribution Deductibility:

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

DEGETVED J.IUL 0 5 2006

Letter 947 (DO/CG)

BAPTIST CHILDRENS HOMES OF NORTH

We have sent a copy of this letter to your representative as indicated in your power of attorney.

sincerely,

Lois G. Lerner Director, Exempt Organizations Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Addendum

BAPTIST CHILDRENS HOMES OF NORTH

INFORMATION FOR ORGANIZATIONS EXEMPT UNDER SECTION 501(c)(3)

WHERE TO GET FORMS AND HELP

Forms and instructions may be obtained by calling toll free 1-800-829-3676, through the Internet Web Site at www.irs.gov, and also at local tax assistance centers.

Additional information about any topic discussed below may be obtained through our customer service function by calling toll free 1-877-829-5500.

NOTIFY US ON THESE MATTERS

If you change your name, address, purposes, operations or sources of financial support, please inform our TR/GE EO Determinations Office at the following address: Internal Revenue Service, P.O. Box 2508, Cincinnati, Ohio 45201. If you amend your organizational document or by-laws, or dissolve, provide the EO Determinations Office with a copy of the amended documents. Please use your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

FILING REQUIREMENTS

In your exemption letter we indicated whether you must file Form 990, Return of Organization Exempt From Income Tax, Form 990 (or Form 990-EZ) is filed with the Ogden Submission Processing Center, Ogden UT 84201-0027.

You are required to file a Form 990 only if your gross receipts are normally more than \$25,000.

If your gross receipts are normally between \$25,000 and \$100,000, and your total assets are less than \$250,000, you may file Form 990-EZ. If your gross receipts are over \$100,000, or your total assets are over \$250,000, you must file the complete Form 990. The Form 990 instructions show how to compute your normal receipts.

Form 990 Schedule A is required for both Form 990 and Form 990-EZ.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. There are penalties for failing to timely file a complete return. For additional information on penalties, see Form 990 instructions or call our toll free number.

If your receipts are below \$25,000, and we send you a Form 590 Package, follow the instructions in the package on how to complete the limited return to advise us that you are not required to file.

If your exemption letter states that you are not required to file Form 990, you are exempt from these requirements.

Letter 947 (DO/CG)

BAPTIST CHILDRENS HOMES OF NORTH

UNRELATED BUSINESS INCOME TAX RETURN

If you receive more than \$1,000 annually in gross receipts from a regular trade or business you may be subject to Unrelated Business Income Tax and required to file Form 990-T, Exempt Organization Business Income Tax Return. There are several exceptions to this tax.

- Income you receive from the performance of your exempt activity is not unrelated business income.
- Income from fundraisers conducted by volunteer workers, or where donated merchandise is sold, is not unrelated business income.
- Income from routine investments such as certificates of deposit, savings accounts, or stock dividends is usually not unrelated business

There are special rules for income derived from real estate or other investments purchased with borrowed funds. This income is called "debt financed" income. For additional information regarding unrelated business income tax see Publication 598, Tax on Unrelated Business Income of Exempt Organizations, or call our toll free number shown above.

PUBLIC INSPECTION OF APPLICATION AND INFORMATION RETURN

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return, or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person you may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

FUNDRAISING

Contributions to you are deductible only to the extent that they are gifts and no consideration is received in return. Depending on the circumstances, ticket purchases and similar payments in conjunction with fundraising events may not qualify as fully deductible contributions.

CONTRIBUTIONS OF \$250 OR MORE

Donors must have written substantiation from the charity for any charitable contribution of \$250 or more. Although it is the donor's responsibility to obtain written substantiation from the charity, you can assist donors by providing a written statement listing any cash contribution or describing any

Letter 947 (DO/CG)

BAPTIST CHILDRENS HOMES OF NORTH

donated property.

This written statement must be provided at the time of the contribution. There is no prescribed format for the written statement. Letters, postcards and electronic (e-mail) or computer-generated forms are acceptable.

The donor is responsible for the valuation of donated property. However, your written statement must provide a sufficient description to support the donor's contribution. For additional information regarding donor substantiation, see Publication 1771, Charitable Contributions - Substantiation and Disclosure Requirements. For information about the valuation of donated property, see Publication 561, Determining the Value of Donated Property.

CONTRIBUTIONS OF MORE THAN \$75 AND CHARITY PROVIDES GOODS OR SERVICES

You must provide a written disclosure statement to donors who receive goods or services from you in exchange for contributions in excess of \$75.

Contribution deductions are allowable to donors only to the extent their contributions exceed the value of the goods or services received in exchange. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fundraising events such as benefit dinners, shows, membership drives, etc., where something of value is received, you are required to provide a written statement informing donors of the fair market value of the specific items or services you provided in exchange for contributions of more than \$75.

You should provide the written disclosure statement in advance of any event, determine the fair market value of any benefit received, determine the amount of the contribution that is deductible, and state this information in your fundraising materials such as solicitations, tickets, and receipts. The amount of the contribution that is deductible is limited to the excess of any money (and the value of any property other than money) contributed by the donor less the value of goods or services provided by the charity. Your disclosure statement should be made, no later than, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fundraising circumstances where each complete payment, including the contribution portion, exceeds \$75. For additional information, see Publication 1771 and Publication 526, Charitable Contributions.

EXCESS BENEFIT TRANSACTIONS

Excess benefit transactions are governed by section 4958 of the Code. Excess benefit transactions involve situations where a section 501(c)(3) organization provides an unreasonable benefit to a person who is in a position to exercise substantial influence over the organization's affairs. If you believe there may be an excess benefit transaction involving your organization, you should report the transaction on Form 990 or 990-EZ, Additional information can be found in the instructions for Form 990 and Form 990-EZ, or you may call our

Letter 947 (DO/CG)

BAPTIST CHILDRENS HOMES OF NORTH

toll free number to obtain additional information on how to correct and report this transaction.

EMPLOYMENT TAXES

If you have employees, you are subject to income tax withholding and the social security taxes imposed under the Federal Insurance Contribution Act (FICA). You are required to withhold Federal income tax from your employee's wages and you are required to pay FICA on each employee who is paid more than \$100 in wages during a calendar year. To know how much income tax to withhold, you should have a Form W-4, Employee's Withholding Allowance Certificate, on file for each employee. Organizations described in section 501(c)(3) of the Code are not required to pay Federal Unemployment Tax (FUTA).

Employment taxes are reported on Form 941, Employer's Quarterly Federal Tax Return. The requirements for withholding, depositing, reporting and paying employment taxes are explained in Circular E, Employer's Tax Guide, (Publication 15), and Employer's Supplemental Tax Guide, (Publication 15-A). These publications explain your tax responsibilities as an employer.

CHURCHES

Churches may employ both ministers and church workers. Employees of churches or church-controlled organizations are subject to income tax withholding, but may be exempt from FICA taxes. Churches are not required to pay FUTA tax. In addition, although ministers are generally common law employees, they are not treated as employees for employment tax purposes. These special employment tax rules for members of the clergy and religious workers are explained in Publication 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Churches should also consult Publications 15 and 15-A. Publication 1828, Tax Guide for Churches and Religious Organizations, also discusses the various benefits and responsibilities of these organizations under Federal tax law.

PUBLIC CHARITY STATUS

Every organization that qualifies for tax-exemption as an organization described in section 501(c)(3) is a private foundation unless it falls into one of the categories specifically excluded from the definition of that term [referred to in section 509(a)(1), (2), (3), or (4)]. In effect, the definition divides these organizations into two classes, namely private foundations and public charities.

Public charities are generally those that either have broad public support or actively function in a supporting relationship to those organizations.

Public charities enjoy several advantages over private foundations. There are certain excise taxes that apply to private foundations but not to public charities. A private foundation must also annually file Form 990-PF, Return of Private Foundation, even if it had no revenue or expenses.

Letter 947 (DO/CG)

BAPTIST CHILDRENS HOMES OF NORTH

The Code section under which you are classified as a public charity is shown in the heading of your exemption letter. This determination is based on the information you provided and the request you made on your form 1023 application. Please refer to Publication 557 for additional information about

GRANTS TO INDIVIDUALS

The following information is provided for organizations that make grants to individuals. If you begin an individual grant program that was not described in your exemption application, please inform us about the program.

Funds you distribute to an individual as a grant must be made on a true charitable basis in furtherance of the purposes for which you are organized. Therefore, you should keep adequate records and case histories that demonstrate that grants to individuals servé your charitable pusposes. For example, you should be in a position to substantiate the basis for grants awarded to individuals to relieve poverty or under a scholarship or education loan program. Case histories regarding grants to individuals should show names, addresses, purposes of grants, manner of selection, and relationship (if any) to members, officers, trustees, or donors of funds to you.

For more information on the exclusion of scholarships from income by an individual recipient, see Publication 520, Scholarships and Fellowships.

Group Exemption Status

This determination letter is effective starting September 6, 2005. Before September 6, 2005, your organization was included in a group ruling. The group ruling number was 2057. That group ruling indicated that your organization was exempt under Sections 501(c)(3) and 509(a)(3) of the

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 08/15/2022

SUBJECT: The Relatives, Inc. Contract for DSS

Department of Social Services would like to enter into a contract with The Relatives, Inc. to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022-June 30,2023 and will not exceed \$150,000.

Attached is the proposed contract with The Relatives, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with The Relatives, Inc. for therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

Description	Upload Date	Type
contract	8/8/2022	Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager				
FROM:	Micah Ennis, Director				
DEPT:	Social Services				
DATE:	6/8/2022				
SUBJECT:	The Relatives, Inc. 22125				
PURPOSE C	OF CONTRACT:				
This vendo	r provides therapeutic foster care to children in DSS custody.				
	Luce and the second sec				
	CONTRACT CERTIFICATION				
By submit	tting this memorandum, I agree that I have:				
1. Read o	and understand the terms of the contract.				
	best of my knowledge the terms, amount and activities surrounding				
	ract are compliant with North Carolina General Statutes, the Rowan				
	urchasing Policy and any applicable regulations.				
3. I nave	secured and attached in MUNIS the Certificate of Insurance.				
-	6/8/2002				
Cignoturo	e of Director DATE				
	OI DITECTOR DATE				

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and The Relatives, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1082022 and DUNS Number (required if funding from a federal funding source). 097361141

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

	(1) This contract
	(2) The General Terms and Conditions (Attachment A)
	(3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5,	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	□ b. The Contractor's matching requirement is \$ □ In-kind □ Cash and In-kind □ Cash and/or In-kind
	Cash and in-kind
т	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$150,000.00.
6.	Reversion of Funds:
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

The Relatives, Inc.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED E	BY ANY OTHER MEANS
Name & Title Company Name Mailing Address City State Zip	Trish Hobson, Executive Director The Relatives, Inc. 6220 Thermal Road Charlotte, NC 28211	Name & Title Company Name Street Address	Trish Hobson, Executive Director The Relatives, Inc. 1100 East Blvd. Charlotte, NC 28203
Telephone Fax Email	704-501-8242 704-501-8241 thobson@therelatives.org		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

The Relatives, Inc.

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

 Specific Language Not Previously Addressed: (can be delted if not needed)

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

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

Indi Hoboan	4-27-2022
Signature	Date
Trish Hobson	Evecutive Disector
Printed Name	Executive Director Title
COUNTY	
	6 (81 2022
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Govern	ment Budget and Fiscal Control Act.
- Come Howden	6/2//2022
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B - Scope of Work Federal Tax Id. or SSN 56-1082022 Contract

A. CONTRACTOR INFORMATION

- 1. Contractor Agency Name: The Relatives, Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Telephone N	umber:	Fax Number	: Email:	
3. Name of F	rogram (s):			
4. Status:	☐ Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5. Contractor	r's Financial Re		October through	
B. Explanati	on of Services t	o be provided	and to whom (inc	Inde SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Emergency Shelter

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

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$514	\$654	\$698	
Residential Treatment (Level 2)			100	
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Dai			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88	1	
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		
*Treatment R	ates set by DMA	and are subject to	change.	

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

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

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course
 of treatment, progress in care, medications, and plan for the child.

III. County

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

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

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

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

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

(Signature of County Authorized Person)

(Data Submitted)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination:
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

11 .

 He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- [X] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

hude the on	Executive Director
Signature	Title
The Relatives, Inc.	4-57-3027
Contractor Name	Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace:
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

6220 Therm	al Road	
City, State, Zip Code	Charlotte, NC 28211	
Street		
City, State, Zip Code		

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

The Relatives, Inc.

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

Certification

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

V. Certification Regarding Lobbying

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

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000,00 and not more than \$100,000,00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

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

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



BOARD OF DIRECTORS

Shamba Sandy Wells Forgo Board Chair

Walker Callier Trinity Capital Advisors Secretary

Tamika Eubanks Spurtock Bank of America Treasurer

John Charles Kernodle Strathmore Capital Advisors Past Chair

Brandy Hydrick CAPTRUST

Carnlyn Taylor Dickens Mitchener Residential Real Estate

Darryl Dewberry The Spectrum Companies

David Knight Bank of America

Emily Olives Bank of America

Garrett Jenkins Brown Brothers Harriman

Julie Eiselt City of Charlotte

Katie Charlebois Community Voluntéer

Lajay Myrick Youth Advocate

Mark Jerrell Mecklenburg County

Ryan Goldsberry Deloitte

Shelley McLean OneDigital

Spence Hammick Wells Fargo

Walker Coffier Trinity Capital Advisors

William Clark CMPQ

Trish Hohson Executive Director The Relatives

ALEXANDER YOUTH NETWORK, INC and THE RELATIVES, INC. CONFLICT OF INTEREST POLICY

SECTION 1. PURPOSE:

The purpose of this conflict of interest policy is to ensure that each of Alexander Youth Network, Inc., a North Carolina charitable nonprofit corporation ("AYN"), and The Relatives, Inc., a North Carolina charitable nonprofit corporation, is operated exclusively for charitable purposes and that any private benefit to individuals is only incidental to the achievement of such charitable purposes. The intent of this policy is to provide procedural guidelines for AYN to employ when contemplating entering into a transaction or arrangement that may benefit an Interested Person (as defined below).

SECTION 2. POLICY:

No Interested Person shall derive any improper personal profit or gain, directly or indirectly, by reason of his or her relationship with AYN, except that Interested Persons may be paid reasonable compensation for services rendered to AYN. All transactions with Interested Persons must (i) be consistent with AYN's charitable purpose, (ii) result from arms-length bargaining, (iii) reflect reasonable payments for the rendering of goods and services, and (iv) be properly documented and approved in accordance with AYN policy. Each Interested Person shall disclose to AYN's board of directors any personal interest that he or she may have in any matter pending before AYN's board of directors and shall refrain from participation in any decision related to such matter.

SECTION 3. SCOPE:

This policy applies to all persons in a position to exercise substantial influence over the affairs of AYN including, without limitation, officers, trustees, any department manager and any person who makes hiring or purchasing decisions on behalf of AYN (each an "Interested Person"). This policy also covers immediate family members of Interested Persons, Executive Director including one's spouse, children, siblings or parents, whether by blood or by marriage, and entities in which any Interested Person or the immediate family member of an Interested Person has, directly or indirectly, a material financial or other beneficial interest as follows:

- Any ownership or investment interest of (or right to acquire) 5% or more of an organization's outstanding stocks or bonds.
- Any loan to or from an organization (other than bank loans for ordinary consumer purposes).
- Any employment or independent contractor arrangement, other compensation or other financial arrangement with an organization.
- 4. Position as a director or officer of an organization.
- 5. Control of voting rights of an organization in excess of 5%.



SECTION 4. POTENTIAL CONFLICTS:

Conflicts of interest may arise with respect to the relations of any Interested Person with any of the following third parties:

- 1. Persons and entities supplying goods and services or client referrals to AYN.
- 2. Persons and entities from whom or from which AYN leases or purchases real or personal property.
- 3. Competing organizations.
- 4. Donors and others supporting AYN.

Conflicts of interest also may arise with respect to relations between Interested Persons and AYN. Such relations include, but are not limited to, compensation and other financial arrangements.

SECTION 5. NATURE OF CONFLICTING INTERESTS:

Any interest, direct or indirect, of an Interested Person with any persons or entities described in Section 3 above may be a conflicting interest. Such conflicting interests may arise with respect to the following:

- Owning stock or holding debt or other proprietary interests in any third party dealing with AYN.
- Holding office, serving on the board, participating in management, being employed by or acting in any way as an advisor or consultant of any third party dealing with AYN.
- 3. Receiving compensation for services with respect to individual transactions or arrangements involving AYN.
- Using the time, personnel, equipment, supplies or goodwill of AYN for purposes not in furtherance of AYN's charitable purposes or not approved by AYN.
- 5. Receiving personal gifts, entertainment, or loans from third parties dealing or competing with AYN.

SECTION 6. INTERPRETATION:

The areas of conflict listed in Section 3 above, and the relations in those areas that may give rise to conflicts listed in Section 4 above, are not exhaustive. Conflicts may arise in other areas or through other relations. Interests listed in Section 4 above do not always give rise to a conflict; however, the existence of any interest listed in Section 4 shall be disclosed by the Interested Person to the board chair in accordance with Section 6 below as soon as the Interested Person learns of the conflict, and in any event, before any transaction or arrangement potentially giving rise to a conflict is consummated. Each Interested Person has a continuing obligation to scrutinize his or her personal and business relationships for actual and potential conflicts and to immediately make such disclosures in accordance with Section 6 below, even if it is not entirely clear that a conflict of interest exists.

SECTION 7. DISCLOSURE POLICY AND PROCEDURES:

Interested Persons may undertake conflict of interest transactions or arrangements only if each of the following is observed:

- All material facts related to the actual or potential conflicting interest are fully disclosed to the board of directors.
- At the request of the board, the applicable Interested Person may make a presentation to the board regarding
 the nature of the conflicting interest and may respond to any questions the board of directors may have.
 However, such Interested Person is excluded from the discussion of and vote on whether the transaction or
 arrangement constitutes a conflict of interest.
- The board obtains and relies upon appropriate comparability data with respect to the transaction or arrangement and determines after due diligence that the transaction or arrangement is fair, reasonable and in the best interests of AYN.
- Based on such determinations, the board votes to approve the transaction in the absence of the Interested Person.
- Each of the foregoing is documented in the minutes of the board meeting at which the transaction or arrangement is considered.

SECTION 8. CONFIDENTIALITY:

Each Interested Person shall not (i) disclose confidential information acquired in connection with such person's status with AYN, including information the disclosure of which could be adverse to AYN's interests or (ii) disclose or use information relating to AYN for the personal profit or advantage of such Interested Person.

SECTION 9. DISCLOSURE STATEMENT:

Every Interested Person shall (i) complete a "Conflict of Interest Disclosure Statement" on an annual basis that provides information concerning such person's involvement (or the involvement of such person's immediate family) in entities which may deal or compete with AYN and (ii) affirm that he or she (w) has received a copy of the conflicts of interest policy, (x) has read and understands the policy, (y) has agreed to comply with the policy, and (z) understands that AYN is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes. In addition, all Interested Persons should immediately disclose to the board chair any new conflict as it arises.

SECTION 10. VIOLATIONS:

(Notary Signature and Seal)

Violations of the conflicts of interest policy may subject Interested Persons to appropriate sanctions, including removal from their positions. Any suspected violation may be investigated, and the Interested Person may be required to provide information and explanations. All such situations shall be brought to the board of directors for final resolution.

Snoh Hosan	4-28-2022
Trish Hobson, Executive Director	Date
and by that authority duly given and as the act of	Notary Public for Rowa County Necertify that his day and acknowledged that she is Executive Director of The Relatives of the Organization, affirmed that the foregoing Conflict of Interest Police
was adopted by the Board of Directors in a mee Sworn to and subscribed before me on this $\overline{\textbf{28}}$	
	OUBLIC CONT.
Kaitlyn Commedal	My Commission Expires: Tul., 9 2075



Date: _	4-28-2022
To:	

Certification:

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

Sworn Statement:

Trish Hobson and Manuel M. Gomez, being duly sworn, say that we are President and Chief Financial Officer, respectively, of The Relatives, Inc. of Charlotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Trish Hobson, Executive Director

Manuel M. Gomez, CFO

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

Kartlyn Coppedge (Notary Signature and Seal Commission expires: July 9 2025

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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

Signature Signature	Executive Director Title
The Relatives, Inc.	477202
Agency/Organization	Date

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

Revised 06-2015

State Certifications Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter 64/Article 2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 105/GS 105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59,2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-133,3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143B/GS 143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	The Relat	ives, Inc.				
Contractor's Authorized Agent:	Signature	hick Hobson			Date_	4-27-2021
	Printed Name	Trish Hobson	Title	Executive	Direc	
Witness:	Signature	Syric Kludder			Date_	4.27.2000
	Printed Name	Lynn Cuddy	Title	Dir., Gran	ts & S	trategic Initiatives
he witness should	d be present	when the Contractor's Authorized Ag	ent signs t	his certificati	on and	should sign and date thi

document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

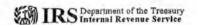
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

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

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

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

77-7027
gnature.)



CINCINNATI OH 45999-0038

In reply refer to: 0248145604 Mar. 24, 2016 LTR 4168C 0 56-1082022 000000 00 00017850

0001785 BODC: TE

THE RELATIVES INC ALEXANDER YOUTH NETWORK PO BOX 220632 CHARLOTTE NC 28222



005263

Employer ID Number: 56-1082022 Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Mar. 16, 2016, regarding your tax-exempt status.

We issued you a determination letter in September, 1978, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248145604 Mar. 24, 2016 LTR 4168C 0 56-1082022 000000 00 00017851

THE RELATIVES INC ALEXANDER YOUTH NETWORK PO BOX 220632 CHARLOTTE NC 28222

Sincerely yours,

Dois P. Kenwright

Doris Kenwright, Operation Mgr. Accounts Management Operations 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: Anna Bumgarner and Micah Ennis

DATE: 08/15/2022

SUBJECT: Timber Ridge Treatment Center, Inc Contract for DSS

Department of Social Services would like to enter into a contract with Timber Ridge Treatment Center, Inc. to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30,2023 and will not exceed \$150,000.

Attached is the proposed contract with Timber Ridge Treatment Center, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Timber Ridge Treatment Center, Inc. for therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

DescriptionUpload DateTypecontract8/8/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Manager
FROM:	Micah Ennis, Director
DEPT:	Social Services
DATE:	6/8/2022
SUBJECT:	Timber Ridge Treatment Center 22398
PURPOSE O	F CONTRACT:
This vendor	provides therapeutic foster care to children in DSS custody.
	CONTRACT CERTIFICATION
By submit	the athle are are an advant for an area that the area
1. Read a	ting this memorandum, I agree that I have:
2 To the I	nd understand the terms of the contract.
Z. TO LITE L	nd understand the terms of the contract.
	nd understand the terms of the contract. nest of my knowledge the terms, amount and activities surrounding
this contro	nd understand the terms of the contract. pest of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan
this contro County Pu	nd understand the terms of the contract. Dest of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan rchasing Policy and any applicable regulations.
this contro County Pu	nd understand the terms of the contract. pest of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan
this contro County Pu	nd understand the terms of the contract. Dest of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan rchasing Policy and any applicable regulations.
this contro County Pu	nd understand the terms of the contract. Dest of my knowledge the terms, amount and activities surrounding act are compliant with North Carolina General Statutes, the Rowan rchasing Policy and any applicable regulations.

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Timber Ridge Treatment Center (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 56-1807746 and DUNS Number (required if funding from a federal funding source).

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

	(2) The General Terms and Conditions (Attachment A) (3) The Scope of Work, description of services, and rate (Attachment B) (4) Combined Federal Certifications (Attachment C) (5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I) (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L) (11)State Certification (Attachment M) (12)Attachment N - Non-Discrimination, Clean Air, Clean Water (16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period : This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	□ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$
T	The contributions from the Contractor shall be sourced from non-federal funds, he total contract amount including any Contractor match shall not exceed \$150,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS		
Name & Title Company Name Mailing Address City State Zip	Laurie Hibbert, CFO Timber Ridge Treatment Center PO Box 259 Gold Hill, NC 28071	Company Name Tir Street Address 66	urie Hibbert, CFO mber Ridge Treatment Center 5 Timber Trail old Hill, NC 28071	
Telephone Fax Email	704-279-1199 704-279-7668 lauriehibbert@trtc.net			

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

Signature

Laurie Nibbert

Printed Name

4/25/22

Unate

V. President

Title

Signature (must be legally authorized to sign contracts for County DSS)

Date

Printed Name

Title

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

Signature of County Finance Officer

6/21/2022

Date

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

Timber Ridge Treatment Center

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

Timber Ridge Treatment Center or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-1807746 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Timber Ridge Treatment Center
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	elephone Ni	umber:	Fax Number	: Email:	
3.	Name of F	Program (s):			
4.	Status:	Public Public	Priva	ite, Not for Profit	Private, For Profit
5.	Contractor	r's Financial Re	porting Year	July through June	=4/26/22 AA
B.	Explanati	on of Services t	o be provided	and to whom (inch	h December ade SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level 3 Residential / 5+ Beds

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

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

*Treatment Rates set by DMA and are subject to change.

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

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

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

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

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs.
 Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

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

Share Information:

- Provide the following for each child upon admission:
 - Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

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

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

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

(Signature of County Authorized Person)

(Date Submitted)

4/28/2

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature V President
Title

Timber Ridge Treatment Centre, inc 4/68/22

Contractor Name Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - II. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zip Code	GOLA	Will	NC	2807/
Street				

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

Timber Ridge Treatment Center

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

NIA

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federa a. Bid/offer/app b. Initial Award c. Post-Award	olication	3. Report Type: a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:
4. Name and Address of Reporting Entity Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency: 8. Federal Action Number (if known) 10. a. Name and Address of Lobbying E (if individual, last name, first name) [attach Continuation Sheet(s) SF-LLL-11. Amount of Payment (check all that applications)	intity a, MI): A, if necessary) oply):	and Address Congressional D 7. Federal Pro CFDA Numl 9. Award Amo b. Individu differen	g Entity in No. 4 is Subawardee, Enter Name so of Prime: iistrict (if known) gram Name/Description: per (if applicable) unt (if known) \$ tals Performing Services (including address if it from No, 10a.) (last name, first name, MI): continuation Sheet(s) SF-LLL-A, if necessary) ment (check all that apply):
12. Form of Payment (check all that appl) a. cash b. In-kind; specify: Nature	a. cash b. In-kind; specify: Nature		e fee ssion ent fee d pecify:
Member(s) contacted, for Payment In	ndicated in Item 11(attaci	h Continuation Shee	t(s) SF-LLL-A, If necessary);
15. Continuation Sheet(s) SF-LLL-A attact 16. Information requested through this for title 31 U. S. C. section 1352. This discription activities is a material representation reliance was placed by the tier above was made or entered into. This discription was made or entered into. This discription and to 31 U. S. C. 1352. This in reported to the Congress semi-annual available for public inspection. Any public required disclosure shall be subjected to the subject of the standard disclosure shall be subjected to the subject of	orm is authorized by isclosure of lobbying of fact upon which when this transaction osure is required aformation will be ally and will be person who falls to file ect to a civil penalty of	Title:	s
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL



April 27, 2022

To: County Department of Social Service/Human Services

Certification:

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

Sworn Statement:

Thomas A R Hibbert and Laurie D Hibbert being duly sworn, say that we are the President and Vice President, respectively, of Timber Ridge Treatment Center, Inc, in the State of North Carolina and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Président

Vice President

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

WANDA LEE DUNNING Notary Signature and Seal

My Commission Expires: December 20 2025

Notary Public Stanly Co., North Carolina

My Commission Expires Dec. 20, 2025 debt. Any part of a tax debt that remains supported into an installment agreement for the tax debt un G.S. 105-243.1 defines: Overdue tax debt mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessments was mailed and has not failed to make any payments



Timber Ridge Treatment Center Policies and Procedures

Title: Conflict of Interest

Policy No. 137.0

Page 1 of 2

Revised 5/20

Policy:

It is in the interest of Timber Ridge Treatment Center and individual staff to strengthen trust and confidence in each other, to expedited resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. Timber Ridge serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to Timber Ridge and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and the organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Employees, members of employee's immediate family, and members of the Board of Timber Ridge are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from Timber Ridge.
- Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of Timber Ridge.

Revised 5/20

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal day, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with Timber Ridge are to be paid to Timber Ridge.

Signature

Title

Date

Signature of Authorized Official must be the same as the person signing contract.

Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the day of April , 2022.

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

Works Lee Durving (Notary Signature and Seal) My Commission Expires: December 20 2025

WANDA LEE DUNNING

Notary Public Stanly Co., North Carolina My Commission Expires Dec. 20, 2025

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

Revised 06-2015

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

- Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - □ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Timber Ridge Treatment Centra Inc.
Contractor's Authorized Agent:	Signature Laure Hilly (Date 4/28/22
	Printed Name Laurie Hibbert Title V Prisident
Witness:	Signature Novas Kilefreyt Date 4/18/22
	Printed Name Thomas 14:66 est Title EO

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

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

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

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

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

Signature Title Title

Dir Pide Toutenint Conter In 4/28/22

Agency/Organization

(Certification signature should be same as Contract signature.)

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 08/15/2022

SUBJECT: Habilitation Center, Inc.

Department of Social Services would like to enter into a contract with Habilitation Center, LLC dba Millcreek of Arkansas to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30,2023 and will not exceed \$100,000.

Attached is the proposed contract with Habilitation Center, LLC dba Millcreek of Arkansas

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Habilitation Center, LLC dba Millcreek of Arkansas for therapeutic foster care services in an amount not to exceed \$1000,000.

ATTACHMENTS:

DescriptionUpload DateTypecontract8/8/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan County Mana	ger
FROM:	Micah Ennis, Director	
DEPT:	Social Services	
DATE:	5/19/2022	
SUBJECT:	Habilitation Center, LLC dba Millcre	ek of Arkansas 22459
PURPOSE C	F CONTRACT:	
This vendo	provides Level 2-4 therapeutic foster of	care to children in DSS custody.
	CONTRACT CERT	TIFICATION
D b t		
	tting this memorandum, I agree th	
	and understand the terms of the co	
2. To the	best of my knowledge the terms, a	amount and activities surrounding
this contr	act are compliant with North Card	olina General Statutes, the Rowan
	irchasing Policy and any applicable	4 - P. B 10 - P. B. P. B 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1
	secured and attached in MUNIS ti	
J. Thave	seed, ed and attached in MONIS ti	the certificate of mountaines.
	122	
//		5/27/2022
Cianatura	of Director	5/27/2022 DATE



Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

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

1.	Contract Documents: This Contract consists of the following documents: (1) This contract
	(2) The General Terms and Conditions (Attachment A)
	(3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E) (7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fiil/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Dutles: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 100,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	□ b. The Contractor's matching requirement is \$, which shall consist of: □ In-kind □ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
т	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$100,000.00.
6.	Reversion of Funds: Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS		
Name & Title Company Name Millcreek of Arka Mailing Address City State Zip	The state of the s	Name & Title Company Name Arkansas Street Address City State Zip	Ben Beasley, CFO Habilitation Center, LLC dba Millcreek of 1828 Industrial Dr. Fordyce, AR 71742	
Telephone Fax Email brady.serafin@m	870-352-8203 855-526-8223 illcreekbehavloralhealth.com			

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

Habilitation Center, LLC dba Millcreek of Arkansas

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

Signature

Brady Serch

Chief Executiv

Title

COUNTY

Signature (must be legally authorized to sign contracts for County DSS)

Date

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

Signature of County Finance Officer

Date

Title

Printed Name

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

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

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

Telephone Number:			Fax Number:	Email:	
3.	Name of Pro	gram (s):			
1.	Status:	Public	Private, No	ot for Profit	Private, For Profit
5.	Contractor's	Financial Rep	orting Year July	through June	
3.	Explanation	of Services to	be provided and t	o whom (inclu	de SIS Service Code):

See MUTUAL AGREEMENT SECTION

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

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

Monthly Rates			
Age 0-5	Age 6-12	Age 13+	
\$514	\$654	\$698	
		1	
\$1,472	\$1,637	\$1,702	
\$4,318	\$4,510	\$4,580	
Dai			
Board	Treatment*	3	
\$43	\$232.88		
\$33	\$189.75		
\$43	\$315.71		
\$40	\$315.71		
	\$514 \$1,472 \$4,318 Dai Board \$43 \$33 \$43	Age 0-5 Age 6-12 \$514 \$654 \$1,472 \$1,637 \$4,318 \$4,510 Daily Rates Board Treatment* \$43 \$232.88 \$33 \$189.75 \$43 \$315.71	

2. Negotiated County Rate.

The County, through its DSS, agrees to pay the Service Provider the sum of \$500/day for Psychiatric Residential Treatment. This amount will be pro-rated based on the amount of days the Juvenile spends in the facility during the month. If any payment is issued to the provider in error, that amount will be refunded to the County within 60 days. Rowan County DSS has the right to withhold payment for any night the juvenile spends out of the facility.

Term of contract: this agreement shall terminate after 14 days or prior to the 14th day should the authorization for Psychiatric Residential Treatment Services be obtained from Vaya Health Management. While this agreement is in place, the Service Provider will work diligently to obtain therapeutic authorization from Vaya Health Management. Updates regarding the status of the authorization should be reported on a regular basis to the appropriate Rowan County DSS representative. If additional time is needed to obtain services a detailed request should be submitted in writing 3 days prior to the expiration of this contract identifying the barriers preventing authorization within the 14-day timeframe. Rowan County DSS reserves the right to terminate this contract at any time and without notice. Rowan county DSS requests a (30) day notice from the service provider prior to termination of placement agreement.

- D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.
- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

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

Provide Services:

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

Communication and Planning:

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

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

III. County

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

Share Information:

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

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

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

Provide Services:

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

Communication and Planning:

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

(Signature of County Authorized Person)

(Date Submitted)

(Date Submitted)

(Signature of Contractor)

Contract-Scope of Work (7-2008)

Page 5 of 5

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- [] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Verin	CEO
Signature	Title
Habilitation Center UC dba Millereek of Arkansas	5/16/22
Contractor Name	pate /

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or
 use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be
 taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - II. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - I. Abide by the terms of the statement; and

Address

- il. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zip C	Code Fordyce, AB 71742	
Street	resigne, ar min	

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

Millcreek of Arkansas

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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



Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

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

Type of Federal Action:	2. Status of Federa	Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e, loan guarantee f. loan insurance	□ a, Bid/offer/app □ b. Initial Award □ c. Post-Award		a. Initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:
4. Name and Address of Reporting Entity: Prime Subawardee Tier (if known) Congressional District (if known)		and Address o	Itity in No. 4 is Subawardee, Enter Name of Prime:
6. Federal Department/Agency:		7. Federal Program	m Name/Description:
8. Federal Action Number (if known)		9. Award Amount	(if known) \$
10. a. Name and Address of Lobbying Er (if individual, last name, first name,	MI);		Performing Services (including address if om No. 10a.) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A			inuation Sheet(s) SF-LLL-A, if necessary) nt (check all that apply):
11. Amount of Payment (check all that apply): \$ actual planned 12. Form of Payment (check all that apply): a. cash b. ln-kind; specify: Nature Value Value		a. relainer b. one-time fee c. commission d. contingent fee	
Brief Description of Services Performe Member(s) contacted, for Payment Inc.			es, including officer(s), employee(s), or SF-LLL-A, If necessary):
15. Continuation Sheet(s) SF-LLL-A attac	hed:	☐ Yes	□ No
16. Information requested through this for title 31 U. S. C. section 1352. This disactivities is a material representation or reliance was placed by the tier above was made or entered into. This disclopursuant to 31 U. S. C. 1352. This intreported to the Congress semi-annual available for public inspection. Any put the required disclosure shall be subjected to the set than \$10,000 and not more the such failure.	sclosure of lobbying of fact upon which when this transaction osure is required formation will be ally and will be arson who fails to file of to a civil penalty of	Signature: Print Name: Brown Title: CCO Telephone No: 870	edy Jenen
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL

Millcreek of Arkansas

County , Notary Public for said County and State, certify that personally appeared before me this day and acknowledged that he/she is and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on /L day of_ Sworn to and subscribed before me this ____ PAM BURFORD MY COMMISSION # 12367694 Notary Public My Commission expires Instruction for Organization: Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy. Name of Organization Signature of Organization Official

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

Conflict of Interest Policy Example

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

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

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

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

1. The Board member or other governing person, officer, employee, or agent;

2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;

3. An organization in which any of the above is an officer, director, or employee;

 A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

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

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

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

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

Millcreek of Arkansas

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

The names of the persons who disclosed or otherwise were found to have an actual or possible conflict
of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of
interest was present, and the governing board's or committee's decision as to whether a conflict of
interest in fact existed.

The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName## Habilitation Center, LLC don Willorek of Arkansas

Name of Organization

Signature of Organization Official

5/4/22

Date

State Grant Certification - No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the *[insert organization's name]* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair	
[Title of Second Authorizing Official]	
Sworn to and subscribed before me on the da	y of the date of said certification.
(Notary Signature and Seal)	My Commission Expires:

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov-(919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."



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

05/17/2022

To: State Agency Head and Chief Fiscal Officer

Certification:

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

Sworn Statement:

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

Board Chair

Chief Financial Officer

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

(Notary Signature and Seal)

My Commission Expires: 9-11-2028



ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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

Signature

Title

Habilitation Center LLC Aba Milkrack of Adminstration

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

Revised 06-2015

State Certifications Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter-64/Article-2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.nega.state.ne.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59,1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59,2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59,2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
 G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf
 - 0.5. 145B-159.0C., http://www.nega.state.ne,us/Entitled Legislation/Statutes/1-Dr/bysection/Chapter_145B/C

Certifications

- Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Habilitation Center, LLC 1	ba Millcreek of Arkansas
Contractor's Authorized Agent:	Signature My	Date 5/16/20
	Printed Name Brady Seration	Title CE 8
Witness:	Signature #	Date Specace
	Printed Name Ben Beasley	Tille Chief Financial Officer

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

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

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

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

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

Signature

Cto

Title

Habilitation Center, UC dba Millereck & Arkansas 5/16/22

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 08/15/2022

SUBJECT: Nazareth Child and Family Contract for DSS

Department of Social Services would like to enter into a contract with Nazareth Child and Family Connection to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30,2023 and will not exceed \$240,000.

Attached is the proposed contract with Nazareth Child and Family Connection.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Nazareth Child and Family Connection for therapeutic foster care services in an amount not to exceed \$240,000.

ATTACHMENTS:

DescriptionUpload DateTypecontract8/8/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO: FROM:	Aaron Church, Rowan County Manager Micah Ennis, Director
DEPT:	Social Services
DATE:	5/19/2022
SUBJECT:	Nazareth Child and Family Connection 22124
PURPOSE C	F CONTRACT:
This vendo	provides Level 2-4 therapeutic foster care to children in DSS custody.
	CONTRACT CERTIFICATION
Bv submit	ting this memorandum, I agree that I have:
	and understand the terms of the contract.
	best of my knowledge the terms, amount and activities surrounding
	act are compliant with North Carolina General Statutes, the Rowan
	urchasing Policy and any applicable regulations.
	secured and attached in MUNIS the Certificate of Insurance.
J. Thave	2
///	5/27/2022

DATE

Signature of Director

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Nazareth Child and Family Connection (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0556754 and DUNS Number (required if funding from a federal funding source). 832657068

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

(1) This contract

	(2) The General Terms and Conditions (Attachment A)
	(3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements
	or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract
	Documents, the terms in the Contract Document with the highest relative precedence shall proved The
	procedure shall be the order of documents as listed in Paragraph 1, above, with the first listed document begins the
	rigitosi precedence and the last-listed document having the lowest precedence. If there are still-is only
	Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective a 7/4/2000
	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.
1.	
•	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract
	This amount consists of \$240,000.00
	This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☐ h The Contractor's matching and t
	b. The Contractor's matching requirement is \$ In-kind In-kind In-kind In-kind
	☐ Cash and In-kind ☐ Cash and/or In-kind
	The contributions from the Contractor shall be sourced from non-federal funds.
Th	ne total contract amount including any Contractor match shall not exceed \$240,000.00
	Reversion of Funds:
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services uses
	termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS		
Name & Title Of Licensing	Jacqueline Millican Crabb/Director	Name & Title Licensing	Jacqueline Millican Crabb/Director Of	
Company Name Connection	Nazareth Child and Family	Company Name	Nazareth Child and Family Connection	
Mailing Address	PO Box 1438	Street Address	725 Crescent Road	
City State Zip	Rockwell NC 28138	City State Zip	Rockwell NC 28138	
Telephone	704.279.5522			
Fax	704.255.1801			
Email	jmillican@nazcfc.org			

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

The Contractor and the County have executed this contract in duplicate originals, wo party.	ith one original being retained by
Justin L. Weitling.	4/21/22
ignature	Date
Vernon L. Iala Heres Jr	Presidet 1/EO
rinted Name	Title
ignature (must be legally authorized to sign contracts for County DSS)	5/37/3032 Date
Micah Ennis	Director
rinted Name	Title
his instrument has been pre-audited in the manner required by the Local Government	ent Budget and Fiscal Control Act
(la Hay de	6/21/2000
- Manage TICINTACA	

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

Nazareth Child and Family Connection or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-0556754 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Nazareth Child and Family Connection
- If different from Contract Administrator Information in General Contract:
 Address

Telephone N	umber:	Fax Number	: Email:	
3. Name of F	rogram (s):			
4. Status:	Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5. Contractor	r's Financial Rep	orting Year	October through	September
B. Explanati	on of Services to	be provided	and to whom (inc	lude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level II for Males/Foster Care/Therapeutic Foster Care/Child Placing Agency/Residential Care/Residential Child Care/Institution/Special Program-TX

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

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$514	\$654	\$698	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	ntes Daily Rates			
	Board	Treatment*		

Standard Dourd and Treatment Rates	Dully Rules	
	Board	Treatment*
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88
Residential Treatment Level 3, 5+ beds	\$33	\$189.75
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71
Residential Treatment Level 4, 5+ beds	\$40	\$315.71

*Treatment Rates set by DMA and are subject to change.

2. Negotiated County Rate.

Additional county funds per individual client agreements.

- D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.
- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities
- G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

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

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.

- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- I. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

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

Share Information:

- Provide the following for each child upon admission:
 - Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
- Conduct in-person visits with each child at least once a month in the placement provider's home.
- Monitor and assure implementation of all aspects of a child's treatment plan, including courtordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.

Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

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

(Signature of County Authorized Person)

5/27/2022

(Date Submitted)

4/27/22

FEDERAL CERTIFICATIONS

The undersigned states that:

- He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]
 - [] He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature Volvoes | Mala | 0 × 5 ×

Contractor Name

Title

Date

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

1. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or
 use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be
 taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 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).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

City, State, Zip Code	Pervered no 28138	
Street	1.0 20100	

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

Nazareth Child and Family Connection

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

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

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Feder a. Bid/offer/ap b. Initial Awar c. Post-Award	oplication d	3. Report Type: a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:	
Name and Address of Reporting Entity Prime Subawardee Tier (if known) Congressional District (if known) Federal Department/Agency:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) Federal Program Name/Description: CFDA Number (if applicable)		
Federal Action Number (if known)			ount (if known) \$	
Name and Address of Lobbying En (if individual, last name, first name) (attach Continuation Sheet(s) SF-LLL-A	, MI):	 b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): 		
11. Amount of Payment (check all that ap	ply):	13. Type of Pa ☐ a. retains		
12. Form of Payment (check all that apply a. cash b. In-kind; specify: Nature Value		b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:		
 Brief Description of Services Performe Member(s) contacted, for Payment Inc. 	ed or to be Performed a dicated in Item 11(attac	I and Date(s) of Se th Continuation She	rvices, including officer(s), employee(s), or et(s) SF-LLL-A, if necessary):	
15. Continuation Sheet(s) SF-LLL-A attack	hed:	□ Y	es 🔲 No	
16. Information requested through this form title 31 U. S. C. section 1352. This distributes is a material representation of reliance was placed by the tier above was made or entered into. This disclopursuant to 31 U. S. C. 1352. This information in the Congress semi-annual available for public inspection. Any pethe required disclosure shall be subject not less than \$10,000 and not more this such failure.	closure of lobbying of fact upon which when this transaction sure is required ormation will be ly and will be erson who fails to file	Title:	Date:	
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL	



Conflict of Interest Policy

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

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

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

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

The Board member or other governing person, officer, employee, or agent;

2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;

3. An organization in which any of the above is an officer, director, or employee;

4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

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

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual PO Box 14 of possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person Rockwell, (#1710 poortunity) to explain the alleged failure to disclose. If, after hearing the person's response and after

704.255.1801 FAX

Way Rowan County





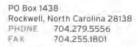


making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

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

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

Name of Organization Signature of Organization Official NOTARIZED CONFLIC	Date CT OF INTEREST POLICY
State of North Carolina	
County of KOWAN	2-0
1. Amy H. Bost	, Notary Public for said County and State, certify
Vernon L Walters, Jr.	personally appeared before me this day and
that he/she is CEO/ President Nazareth Children's Home	of [enter name of entity]
	ne Organization, affirmed that the foregoing Conflict of rectors/Trustees or other governing body in a meeting
Sworn to and subscribed before me this 37	lay of April 2022
My Commission expires (AV COUNTINGENERAL)	1.12, 2024 Notary Public















April 27, 2022

To: Rowan County Department of Social Services

Certification:

We certify that the Nazareth Children's Home does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Vernon L. Walters, Jr and Christopher Lookabill, Jr., being duly sworn, say that we are President/CEO and Director of Finance, respectively, of Nazareth Children's Home of Rockwell in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Signature:

Director of Finance

bribed before me on the day of the date of said certification.

(NotarLSB nature and seal)

1 G.S. 105-249:T defines: Overdue tax debt. — Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within

PO Box 1438 Rockwell, North Carolina 28138 PHONE 704.279.5556 FAX 704,255,1801











ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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

Signature

Agency/Organization

Title

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

Revised 06-2015

State Certifications Contractor Certifications Required by North Carolina Law

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

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

Certifications

- Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S, 105-164.8(b); and
 - (b) [check one of the following boxes]
 - □ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name:				
Contractor's Authorized Agent:	Signature		Date	
	Printed Name	Title		
Witness:	Signature		Date	
	Printed Name	Titlé		

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

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

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

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

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

Signature

······

16 01 01

Agency/Organization

Title

- 1

Date

(Certification signature should be same as Contract signature.)

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 08/15/2022

SUBJECT: Miracle House, Inc. Contract for DSS

Department of Social Services would like to enter into a contract with Miracle House, Inc. to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022-June 30,2023 and will not exceed \$150,000.

Attached is the proposed contract with Miracle House, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Miracle House, Inc. for therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

DescriptionUpload DateTypecontract8/8/2022Cover Memo

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Miracle Houses, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-2264206 and DUNS Number (required if funding from a federal funding source).

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

	(1) This contract
	(2) The General Terms and Conditions (Attachment A) (3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water (16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3.	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5.	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	b. The Contractor's matching requirement is \$, which shall consist of:
	☐ In-kind ☐ Cash
	☐ Cash and In-kind ☐ Cash and/or In-kind
Т	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$150,000.00.
6.	Reversion of Funds:
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED B	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Company Name Mailing Address City State Zip	Xavier Young/COO Miracle Houses, Inc. 4410 E. Independence Blvd. Charlotte NC 28205	Name & Title Xavier Young/COO Company Name Miracle Houses, Inc. Street Address 4410 E. Independence Blvd. City State Zip Charlotte NC 28205
Telephone Fax Email	704.535.4447 704.535.4476 xyoung@miraclehouses.org	

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

	and a survival of the same of
The Contractor and the County have executed this contract in duplicate originals, with party.	one original being retained by ea
1/	
alsof the camp	4/2/1/2
Signature	Date
TATON Y CAMP	Faul D.
	EXECUTIVE DICE
Printed Name /	Title
COUNTY	1
	5/27/2022
Signature (must be legally authorized to sign contracts for County DSS)	5/27 /2822 Date
Signature (must be legally authorized to sign contracts for County DSS) Tich Enno	Director
Signature (must be legally authorized to sign contracts for County DSS) Tich Enno	S/27/2022 Date Ditle
Signature (must be legally authorized to sign contracts for County DSS) Ti ceh Enno	Director
Signature (must be legally authorized to sign contracts for County DSS) Ti ceh Enno	Director
Signature (must be legally authorized to sign contracts for County DSS) Ti cah Enno	Director
Signature (must be legally authorized to sign contracts for County DSS) Tich Sund Printed Name	Divector
엄마를 맞아내려면 어느 아이를 맞아 살아서 아이는 아이는 아이들이 아이들이 아이들이 얼마나 아니다.	Divector

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

NCDHHS TC1010 (General Terms and Conditions) (Local Government) (Rev. 11.01.15)

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 56-2264206 Contract

A. CONTRACTOR INFORMATION

- 1. Contractor Agency Name: Miracle Houses, Inc.
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	elephone Nun	nber:	Fax Number	: Email:	
3.	Name of Pro	gram (s):			
4.	Status:	Public	☐ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	Financial Re	porting Year	January through	December
B.	Explanation	of Services	o be provided	and to whom (inc	clude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Treatment/Level 3/0-4 beds

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

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care				
Therapeutic Foster Care	\$514	\$654	\$698	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Daily Rates			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189,75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		
*Treatment R	ates set by DMA	and are subject to	change.	

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided. E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

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

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

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

Provide Services:

- Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs.
 Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- Train and support foster parents in shared parenting with biological parents.
- Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- For placements involving mental health treatment (Levels 2-4, PRTF), provide case
 management including development and maintenance of Person-Centered Plan and oversee
 requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- Notify County immediately when a child receives emergency care, is hospitalized, is placed
 in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local
 authorities immediately upon discovering a child is missing.
- When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- Attend court hearings and provide information to the court as needed. If attendance is not
 feasible, review report prior to court. Private Partner should provide a written summary to the
 court regarding each child's progress.
- Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

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

Share Information:

- Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

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

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

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

(Signature of County Authorized Person)

(Date Submitted

Signature of Contractor)

(Date Submitted

FEDERAL CERTIFICATIONS

The undersigned states that:

- He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or
2.5	has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member
	of Congress in connection with a covered Federal action;

OR

[] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

March Harris

1/2

Contractor Name

Signature

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or
 use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be
 taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2.	The sites for the performance of	work done in	connection with the sp	ecific agreement are lis	ted below (list all sites; add
	additional pages if necessary):	See	Attached		

Street	
City, State, Zip Code	
Street	
City, State, Zip Code	

Miracle Houses Inc Facilities

Miracle Houses Miracle Houses I 1418 Jules Court Charlotte North Carolina 28226

Miracle Houses Swearngan Facility 5212 Swearngan Road Charlotte North Carolina 28216

Miracle Houses Inc Monteith Facility 6421 Monteith Drive Charlotte North Carolina 28213

Miracle Houses Twin Ave 2004 Twin Ave Gastonia North Carolina 28226

Miracle Houses Winchester 1 320 Winchester Road Troutman North Carolina 28166

Miracle Houses Twin Ave 332 Winchester Road Troutman North Carolina 28166

Miracle Houses Twin Ave 251 Valleybrook Road Troutman North Carolina 28166

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

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

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

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

Conflict of Interest Policy Example

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

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

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

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

- 1. The Board member or other governing person, officer, employee, or agent;
- 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
- 3. An organization in which any of the above is an officer, director, or employee;
- A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. **Duty to Disclosure** Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. Board Action When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

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

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

Miracle Houses, Inc.

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

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

Mincle Houses INC.

Approved by:

Name of Organization

Signature of Organization Official

Date

Miracle Houses, Inc. CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY Notary Public for said County and State, certify that personally appeared before me this day and acknowledged that he/she is [name of Organization] and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on day of April, 2022 Sworn to and subscribed before me this 28'DAISY P YOUNG Notary Public, North Carolina Mecklenburg County My Comesal Notary Public My Commission expires

Instruction for Organization:

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

Name of Organization)

Signature of Organization Official

Miracle Houses Inc. 4410 East Independence Blvd Charlotte, NC 28227 (704) 535-4447 office (704) 535-4476 fax



April 27, 2022

Rowan County Department of Social Services 1813 East Innes Street Salisbury NC 28146

Certification:

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

Sworn Statement:

Xavier L. Young, Chairman of Board of Directors for Miracle Houses Inc. and Shanairea Camp Second Authorizing Official being duly sworn, say that we are the Board Chair and CFO/Treasurer, respectively, of Miracle House Inc. of Charlotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Secretary and Second Authorizing Official

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

Notary Signature and Seal)

Office Number: 704.535.4447

DAISY P YOUNG

Notary Public, North Carolina Macklenburg County My Commission Expires

August 22, 2026

Commission Expires: Aug 22, 2026

Fax Number: 704.535.4476

"Where Miracles Happen"

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

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

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

Disclosing, at the outset of the contract, upon renewal and upon request, any criminal
convictions of other reasons for disqualifications from participation in Medicare,
Medicaid or Title XX programs (signature on this form confirms this statement).

gnature

Agency/Organization

Date

Title

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

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

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

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

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

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

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

How does a Private Non Profit obtain Tax Exempt Status?

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

IRS TE/GE Customer Service

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

If you prefer to write, you may write at:

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

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

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

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

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

Revised 06-2015

State Certifications Contractor Certifications Required by North Carolina Law

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

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

Certifications

- Pursuant to G.S. 133-32 and Executive Order No. 24
 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby
 certifies that the Contractor named below is in
 compliance with, and has not violated, the provisions of
 either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - □ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Miracle Houses Two.	
Contractor's Authorized Agent;	Signature f alsy of Camp	Date 4/26/22
	Printed Name ANDY Y. CAMP	Title Executive Aliceston
Witness;	Signature Kolein Murdock	Date 4/26/2022
Physical Communication of	Printed Name Tohin Mudack	THE Numan Resource

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT. CLEAN WATER ACT

Certification Regarding Nondiscrimination

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

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

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

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

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

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

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

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 0815/2022

SUBJECT: Luca's Hope, LLC Contract for DSS

Department of Social Services would like to enter into a contract with Luca's Hope, LLC to provide foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30,2023 and will not exceed \$150,000.

Attached is the proposed contract with Luca's Hope, LLC.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Luca's Hope, LLC for foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

DescriptionUpload DateTypecontract8/8/2022Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

TO:	Aaron Church, Rowan Coun	ity Manager			
FROM:	ROM: Micah Ennis, Director				
DEPT:	EPT: Social Services				
DATE:	7/21/2022				
SUBJECT:	Luca's Hope LLC				
	OF CONTRACT: r provides Foster Care to childr	en in DSS custody.			
Vendor	20623				
	CONTRA	CT CERTIFICATION			
By submit	ting this memorandum, I d	agree that I have:			
1. Read a	nd understand the terms o	of the contract.			
2. To the L	best of my knowledge the	terms, amount and activities surrounding			
this contro	act are compliant with Noi	rth Carolina General Statutes, the Rowan			
County Pu	ırchasing Policy and any a	oplicable regulations.			
		IUNIS the Certificate of Insurance.			
		and an animal and an animal and an animal an animal and an animal and an animal and an animal and an animal animal and animal and animal animal and animal animal and animal anim			
	The state of the s				
		7/27/20022			
Signature	of Director	DATE			

Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Luca's Hope LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 77-0663683 and DUNS Number (required if funding from a federal funding source).

	Contract Documents: This Contract consists of the following documents: (1) This contract
	(2) The General Terms and Conditions (Attachment A)
	(3) The Scope of Work, description of services, and rate (Attachment B)
	(4) Combined Federal Certifications (Attachment C)
	(5) Conflict of Interest Policy (Attachment D)
	(6) No Overdue Taxes (Attachment E)
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
	(8) Certification of Transportation (Attachment J)
	(9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
	(10)Certain Reporting and Auditing Requirements (Attachment L)
	(11)State Certification (Attachment M)
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water
	(16) Contract Determination Questionnaire (required)
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.
	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.
	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds
	☑ a. There are no matching requirements from the Contractor.
	 □ b. The Contractor's matching requirement is \$
TI	The contributions from the Contractor shall be sourced from non-federal funds. ne total contract amount including any Contractor match shall not exceed \$150,000.00.
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

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

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED E	BY ANY OTHER MEANS
Name & Title Director	Valerie Stanback/Executive	Name & Title	Valerie Stanback/Executive Director
Company Name	Luca's Hope LLC	Company Name	Luca's Hope LLC
Mailing Address	7947 Stillwater Drive		7947 Stillwater Drive
City State Zip	Sherrills Ford, NC 28673	City State Zip	Sherrills Ford, NC 28673
Telephone	828-228-7309		
Fax	336-715-0029		
Email	valariestanback@yahoo.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

The Contractor and the County have executed this contract in duplicate originals party.	s, with one original being retained by each
Value Al	5/17/22
Signature	Date
Valacia Stanback	CEO
Printed Name	Title
COUNTY	
COUNTY	2
	7/22/2002
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	Director
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Gover	nment Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 77-0663683 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Luca's Hope LLC
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	elephone Nun	nber:	Fax Number	Email:	
3.	Name of Pro	gram (s):			
4.	Status:	Public	☐ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor's	Financial Re	porting Year	January through	December
В.	Explanation	of Services t	o be provided	and to whom (inc	clude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Level II Group Home/6 beds

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

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

2. Negotiated County Rate.

Additional county funds per individual client agreements.

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

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

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

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- 3. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

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

Provide Services:

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

- **8.** For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- 1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- **4.** Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- **6.** Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- 9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

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

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

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

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

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

(Signature of County Authorized Person)

(Date Submitted)

(Signature of Contractor)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- 1. He or she is the duly authorized representative of the Contractor named below;
- He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination:
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

[] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Valurin Stanback

S/17/22

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

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street 243 Liledoun	Rd		
City, State, Zip Code TRY 1005 VILLE	NC	28681	
Street			
City, State, Zip Code			

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is
 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation
 in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- 1. Identify the status of the covered Federal action.
- 2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina		
County Alexander		
1. Ernogeline Rowe Camp	<u>) be [</u>	said County and State, certify that
Valarie Stanback	personally appeared bef	ore me this day and acknowledged
that he/she isCEO	of Luca's	Hope LLC zation]
and by that authority duly given and as the	act of the Organization, affin	med that the foregoing Conflict of
Interest Policy was adopted by the Board of	f Directors/Trustees or other	governing body in a meeting held on
the <u>17</u> day of <u>May</u> , <u>20</u>	122	
Sworn to and subscribed before me this	17 day of May	,2022
Europhie Paux Camplets	U	Granghie Rowel
(Official Seal)		Notary Public
My Commission expires	, 20 <u>>2</u>	
Instruction for Organization: Sign and attach the following pages	after adopted by the Board	d of Directors/Trustees or other
governing body OR replace the follow		
Name of Organization		

Signature of Organization Official

Luca's Hope LLC 243 Liledoun Rd Taylorsville, NC 28681



5/17/2022

We certify that Luca's Hope LLC does not have any overdue tax debts, as defined by the N.C.G.S. 105-243.1, at the federal state, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(C) is guilty of a criminal offense punishable as provided by the N.C.G.S.) 143C-10-1b.

Sworn Statement:

Valarie Stanback and Eddie Vann being duly sworn, say that we are the Board Chair and Chief Board member, respectively, of Luca's Hope LLC of Taylorsville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of state funds will be reported to the appropriate authorities for further action.

Signature of Board Chair:

Printed Name: Valarie Stanback

Signature of Board Member: Lacetee U

Printed Name: Eddie Vann

Sworn to and subscribed before me on the day of the date of said certification.

Notary Signature and Seal) heangeline found my left My Commission Expires: 10-10-20 22

If there are any questions, please contact the state agency that provided your grant, if needed, you may contact the North Carolina Office of State Budget and Management:

1 G.S. 105-243.1 defines: overdue tax debt. -Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federa a. Bid/offer/ap b. Initial Award c. Post-Award	plication	3. Report Type: a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:
4. Name and Address of Reporting Entity: Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) 7. Federal Program Name/Description: CFDA Number (if applicable)	
8. Federal Action Number (if known) 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		9. Award Amount (if known) \$ b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):	
(attach Continuation Sheet(s) SF-LLL-A, if necessary) 11. Amount of Payment (check all that apply): \$ actual planned 12. Form of Payment (check all that apply): \$ a. cash \$ b. In-kind; specify: Nature Value		13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:	
Brief Description of Services Performed Member(s) contacted, for Payment Ind Continuation Sheet(s) SF-LLL-A attach	licated in Item 11(attac	h Continuation Sheet(s) S	SF-LLL-A, if necessary):
16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Print Name:	No
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina		
County Alexander		
1. <u>Evangeline Rowe Campbell</u> Yalarie Stanback	, Notary Public for said County a	and State, certify that
talarie Stanback o	personally appeared before this is	ere, certify that
Yalarie Stanback p that he/she is CEO	of _Luca's Hope	ay and acknowledged
	[name of Organization]	
and by that authority duly given and as the act of	f the Organization, affirmed that the fo	rogalna O. di
Interest Policy was adopted by the Board of Direct	otore/T	reguling Conflict of
Interest Policy was adopted by the Board of Direction the	ctors/Trustees or other governing boo	ly in a meeting held on
Sworn to and subscribed before me this 17	day of May	<u>, 202</u> 2
Saraghui Rous Canfe	hly	
(Official Seal)		Notary Public
My Commission expires	, 20 2.7_	
nstruction for Organization: Sign and attach the following pages after a governing body OR replace the following w	adopted by the Board of Direct	
governing body OR replace the following w	with the current adopted conflict of	Trustees or other interest policy.
Name of Organization		
and Superior		
Signature of Organization Official		

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 - 1. The Board member or other governing person, officer, employee, or agent;
 - 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 - 3. An organization in which any of the above is an officer, director, or employee;
 - 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. **Duty to Disclosure** Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. **Board Action** When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:
 - The names of the persons who disclosed or otherwise were found to have an actual or possible conflict
 of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of
 interest was present, and the governing board's or committee's decision as to whether a conflict of
 interest in fact existed.
 - The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##

Name of Organization

Signature of Organization Official

Date

State Grant Certification - No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the *[insert organization's name]* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

of the date of said certification.
My Commission Expires:

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov-(919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

- 1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
- 3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
- 4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
- 5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)
- 6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)
- 7. Contractor will maintain records documenting the following (County may require contractor to provide):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients:
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter-64/Article-2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 105/GS 105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143B/GS 143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Luca	's Hope	LLC			
Contractor's Authorized Agent:	Signature	In the	1		Date	5/17/22
	Printed Name \(\sum_{\alpha} \)	Jarie St	anback	Title	CEO	,
Witness:	Signature				Date_	
	Printed Name			Title		

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

Form (Rev. August 2013)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)	_								
Print or type Specific Instructions on page 2.	Luca's Hope, L.L.C.									
	Business name/disregarded entity name, if different from above				_				_	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/esta ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶ Address (number, street, and apt, or suite no.) PO Box 442				Exemptions (see instructions): Exempt payee code (if any) Exemption from FATCA reporting code (if any) ter's name and address (optional)					
e S	City, state, and ZIP code									
See	Sherrills Ford, NC 28673									
	List account number(s) here (optional)				-	-				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		Compare the security number Comp								
Par							_			
	penalties of perjury, I certify that:									
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for a num	ber t	o be	issue	to n	ne), ai	nd			
2. La Se	m not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divid longer subject to backup withholding, and	not	haar		- al le			al Rev	/enue hat I am	
3. la	m a U.S. citizen or other U.S. person (defined below), and									
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is co	rrect								
Certif becau intere gener instru	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you use you have failed to report all interest and dividends on your tax return. For real estate transactions st paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an in ally, payments other than interest and dividends, you are not required to sign the certification, but you ctions on page 3.	are o	curre	oes n	ot ap	oly. F	or mor	tgag	е	
Sign Here	Signature of U.S. person P		51	7/	2					

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301,7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be

- "	his certificate does not confer rights to	o the teri	ms and conditions of the ifficate holder in lieu of s	nolicy cortain no	dicine may roo	quire an endorseme	nt. A state	ement on
PRO	DUCER			LCCANTACT	Tyner			
Per	thel Insurance Group			PHONE (A/C, No, Ext): (704		FA		
26:	22 Dale Earnhardt Blvd			(A/C, No, Ext): (704) 933-9488 (A/C, No): E-MAIL ADDRESS: nancy@pethelgroup.com				
				ADDITEOU.		RDING COVERAGE		
Ka	nnapolis		NC 28083	INSURER A: AMERICAN SOUTHERN HOME INS CO				41998
INSU	JRED			INSURER B:				41996
	Lucas Hope LLC			INSURER C :				
	PO BOX 442			INSURER D :				
				INSURER E :				
	SHERRILLS FORD		NC 286730361	INSURER F :				
	VERAGES CERT	TIFICATE	NUMBER:			REVISION NUMBE	o.	
C	HIS IS TO CERTIFY THAT THE POLICIES OF IDICATED. NOTWITHSTANDING ANY REQUERTIFICATE MAY BE ISSUED OR MAY PER XCLUSIONS AND CONDITIONS OF SUCH POLICIES.	TAIN THE	INSURANCE AFFORDED BY IMITS SHOWN MAY HAVE E	ANY CONTRACT OR Y THE POLICIES DES BEEN REDUCED BY I	E INSURED NAM OTHER DOCUM SCRIBED HEREIN PAID CLAIMS.	ED ABOVE FOR THE SENT WITH RESPECT N IS SUBJECT TO ALL	POLICY PER	
LTR		INSD WVD	POLICY NUMBER	POLICY EF (MM/DD/YYY	POLICY EXP (MM/DD/YYYY)		LIMITS	
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR					PREMISES (Ea occurren-	ce) \$	100,000
						MED EXP (Any one perso	in) \$	5,000
A		Y	99A6GL0000750-01	03/03/202	2 03/03/2023	PERSONAL & ADV INJU	RY \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	1				GENERAL AGGREGATE	\$	3,000,000
	POLICY PRO- OTHER:					PRODUCTS - COMP/OP	AGG \$	3,000,000
	AUTOMOBILE LIABILITY			03/03/2022		COMBINED SINGLE LIM (Ea accident)	3	1,000,000
	ANY AUTO					BODILY INJURY (Per per	son) \$	1,000,000
Α	OWNED SCHEDULED AUTOS ONLY		99A6CA0000836-01		2 03/03/2023	BODILY INJURY (Per acc		
	X HIRED NON-OWNED AUTOS ONLY				70,02,202	PROPERTY DAMAGE	\$	
		4 (-1				(Per accident)	\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE		
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTION \$					AGGREGATE	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE E	TH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	107.4				E.L. EACH ACCIDENT	R	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPL	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below				فلتعب الله	E.L. DISEASE - POLICY		
	474					Each Occurrence	IMIT \$	1 000 000
A	Professional Liability		99A6PL0000772-01	03/03/202		General Aggregate		1,000,000 3,000,000
Po	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL			ict/ \$300,000 aggrega	te limit	uired)		
CEF	RTIFICATE HOLDER			CANCELLATION				
	Rowan County DSS 1813 East Innes St			ACCORDANCE V	N DATE THEREC WITH THE POLIC	ESCRIBED POLICIES DF, NOTICE WILL BE D Y PROVISIONS.	3E CANCEL ELIVERED I	LED BEFORE IN
	Fire and Trans			AUTHORIZED REPRE				
	Salisbury NC 28146			Kony B Peth	1			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

VAYA Health Attn: Credentialing Specialist 9077 Live Oak Ct. Ashville NC 28806

Rowan County DSS 1813 East Innes St Salisbury, NC 28146

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights PRODUCER	to the cert	ificate holder in lieu of s	CONTA	lorsement(s)).	dure an endorsement. A	Votatell	nent on
Pethel Insurance Group			NAME:	Nancy I		1519		
2622 Dale Earnhardt Blyd			E-MAII	o, Ext): (704) 9		(A/C, No):	8	
2022 Bale Earlinard: Biyd			ADDRE	ss: nancy@p				
Kannapolis		NG ADDO	INSURER(S) AFFORDING COVERAGE				NAIC#	
INSURED		NC 28083	INSURER A: PROGRESSIVE SOUTHEASTERN INS CO				38784	
Luca's Hope LLC			INSURER B:					
243 Liledoun Rd			INSURER C:				ic	
243 Lhedoth Rd			INSURER D:					
Tordom. No		Acres and a control of	INSURE	RE:				
Taylorsville COVERAGES CFF		NC 28681	INSURE	RF:				
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY RECONSTRUCTIONS OF MAY PEREXCLUSIONS AND CONDITIONS OF SUCH INSERT	OF INSURAN OUIREMENT RTAIN THE	INSURANCE AFFORDED BY IMITS SHOWN MAY HAVE E	ANY CON	DUCED BY PA	NSURED NAM THER DOCUM RIBED HEREII ID CLAIMS.	IENT WITH RESPECT TO W N IS SUBJECT TO ALL THE		
LTR TYPE OF INSURANCE	INSD WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
CLAIMS-MADE OCCUR						EACH OCCURRENCE	\$	
						PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$	
POLICY PRO- JECT LOC						GENERAL AGGREGATE	\$	
OTHER:						PRODUCTS - COMP/OP AGG	\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$	1 000 000
ANY AUTO						(Ea accident) BODILY INJURY (Per person)	\$	1,000,000
A OWNED SCHEDULED AUTOS ONLY	1	03328937		03/04/2022	03/04/2023	BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY		100000000000000000000000000000000000000		05/04/2022	03/04/2023	PROPERTY DAMAGE		
AUTOS ONET						(Per accident)	\$	
UMBRELLA LIAB OCCUR						E. E.V. S.	\$	
EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE	\$	
DED RETENTION\$	1 1					AGGREGATE	\$	
WORKERS COMPENSATION						IPER I LOTH-	\$	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						PER OTH- STATUTE ER		
(Mandatory in NH)	N/A					E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	
Uninsured/Underinsured Motorist BI Uninsured Motorist PD		03328937		02/04/2022	03/04/3033	BI Each Person		\$100,000
Omnibuted Motorist 1 D	1 1	03326937		03/04/2022	03/04/2023	BI Each Accident		\$300,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES IACOR	D 101 Addition 15				PD Each Accident		\$50,000
Scheduled Autos: 2003 CHEV TRAILBLAZER EXT, VIN: 10			,		ore space is req	ureuj		
CERTIFICATE HOLDER			CANCI	ELLATION				
Rowan County DSS			THE	EXPIRATION D	DATE THEREC	ESCRIBED POLICIES BE CA PF, NOTICE WILL BE DELIV Y PROVISIONS.	NCELLE ERED IN	ED BEFORE
1813 East Innes St			1	IZED REPRESE	NTATIVE			
Salisbury NC 28146			hone &	3 Pethel				

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Micah Ennis

DATE: 08/15/2022

SUBJECT: Just in Time Youth Services, Inc. Contract for DSS

Department of Social Services would like to enter into a contract with Just in Time Youth Services, Inc. to provide therapeutic foster care services for those in Rowan County custody. The contract will be for July 1, 2022- June 30,2023 and will not exceed \$150,000.

Attached is the proposed contract with Just in Time Youth Services, Inc.

It is recommended that the Board of Commissioners authorize the Department of Social Services Director to approve a contract with Just in Time Youth Services, Inc. for therapeutic foster care services in an amount not to exceed \$150,000.

ATTACHMENTS:

Description	Upload Date	Type
contract	8/8/2022	Cover Memo



ROWAN COUNTY CONTRACT MEMORANDUM

FROM:	Aaron Church, Rowan County Manager
	Micah Ennis, Director
DEPT:	Social Services
DATE:	5/19/2022
SUBJECT:	Just in Time Youth Services, Inc.
PURPOSE O	F CONTRACT:
This vendor	provides Level 2-4 therapeutic foster care to children in DSS custody.
Vendo	13898
	CONTRACT CERTIFICATION
	CONTRACT CERTIFICATION
By submit	CONTRACT CERTIFICATION ting this memorandum, I agree that I have:
	ting this memorandum, I agree that I have:
1. Read a	ting this memorandum, I agree that I have: nd understand the terms of the contract.
 Read a To the k 	ting this memorandum, I agree that I have: nd understand the terms of the contract. nest of my knowledge the terms, amount and activities surrounding
 Read a To the l this control 	ting this memorandum, I agree that I have: nd understand the terms of the contract. nest of my knowledge the terms, amount and activities surrounding nect are compliant with North Carolina General Statutes, the Rowan
 Read a To the l this contro County Put 	ting this memorandum, I agree that I have: nd understand the terms of the contract. nest of my knowledge the terms, amount and activities surrounding nect are compliant with North Carolina General Statutes, the Rowan rchasing Policy and any applicable regulations.
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Contract # Fiscal Year Begins 7/1/2022 Ends 6/30/2023

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Just in Time Youth Services, Inc (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or <u>Social Security Number</u> is 11-3804861 and DUNS Number (required if funding from a federal funding source). 801086500

1.	Contract Documents: This Contract consists of the following documents: (1) This contract					
	(2) The General Terms and Conditions (Attachment A)					
	(3) The Scope of Work, description of services, and rate (Attachment B)					
	(4) Combined Federal Certifications (Attachment C)					
	(5) Conflict of Interest Policy (Attachment D)					
	(6) No Overdue Taxes (Attachment E)					
	(7) If applicable, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)					
	 (8) Certification of Transportation (Attachment J) (9) If applicable, IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf (10)Certain Reporting and Auditing Requirements (Attachment L) 					
	(11)State Certification (Attachment M)					
	(12)Attachment N - Non-Discrimination, Clean Air, Clean Water					
	(16) Contract Determination Questionnaire (required)					
	These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.					
2.	Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.					
3.	Effective Period: This contract shall be effective on7/1/2022 and shall terminate on 6/30/2023, This contract must be twelve months or less.					
4.	Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.					
5	County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract					
J.	Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 150,000.00. This amount consists of \$ in Federal funds (CFDA #), \$ in State Funds, \$ in County funds					
	☑ a. There are no matching requirements from the Contractor.					
	□ b. The Contractor's matching requirement is \$, which shall consist of:					
	☐ In-kind ☐ Cash					
	Cash and In-kind Cash and/or In-kind					
Ť	The contributions from the Contractor shall be sourced from non-federal funds. he total contract amount including any Contractor match shall not exceed \$150,000.00.					
6.	Reversion of Funds:					
	Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon					

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

9. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS	
County Mailing Address	Micah M. Ennis, Director Rowan 1813 East Innes Street Salisbury NC 28146	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146	
Telephone Fax Email	704.216.8422 704.638.3041 Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED E	BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS		
Name & Title Company Name Mailing Address City State Zip	Lewis Pinnix, Director Just in Time Youth Services, Inc P.O. Box 2162 Burlington, NC 27215	Name & Title Lewis Pinnix, Director Company Name Just in Time Youth Services, Inc Street Address 1710 Sykes St. City State Zip Burlington, NC 27215		
Telephone Fax Email	336-512-7145 336-261-7148 lewispinnix@yahoo.com			

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

Just in Time Youth Services, Inc.

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - · Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with	h one original being retained by each
party.	
\mathcal{L} \mathcal{L} \mathcal{L}	The second second
LUND TIMMU	4-26-2022
Signature	Date
LLWIS PINNIX	Director
Printed Name	Title
COUNTY	
	5/27/2022
Signature (must be legally authorized to sign contracts for County DSS)	Date
Micah Ennis	2 +
	Drector
Printed Name	Title
This instrument has been pre-audited in the manner required by the Local Government	nt Budget and Fiscal Control Act.
Signature of County Finance Officer	Date

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall. at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

Just in Time Youth Services, Inc.

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved. whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above. whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Just in Time Youth Services, Inc or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN 11-3804861 Contract

- A. CONTRACTOR INFORMATION
- 1. Contractor Agency Name: Just in Time Youth Services, Inc
- 2. If different from Contract Administrator Information in General Contract:

Address

Te	lephone No	umber:	Fax Number	: Email:	
3.	Name of P	rogram (s):			
4.	Status:	Public	⊠ Priva	ate, Not for Profit	Private, For Profit
5.	Contractor	's Financial Re	porting Year	January through	December
В.	Explanation	on of Services t	o be provided	and to whom (inc	clude SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level 2 Residential Program/6 beds
1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates			
	Age 0-5	Age 6-12	Age 13+	
Foster Care	-100			
Therapeutic Foster Care	\$514	\$654	\$698	
Residential Treatment (Level 2)				
Child Placing Agency	\$1,472	\$1,637	\$1,702	
Residential Child Caring Institution	\$4,318	\$4,510	\$4,580	
Standard Board and Treatment Rates	Dail			
	Board	Treatment*		
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88		
Residential Treatment Level 3, 5+ beds	\$33	\$189.75		
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71		
Residential Treatment Level 4, 5+ beds	\$40	\$315.71		

*Treatment Rates set by DMA and are subject to change.

2. Negotiated County Rate.

Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

- E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.
- F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

- 1. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
- 2. Share all information needed to ensure a good match/appropriate placement.
- Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Provide Services:

- 1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
- 2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
- 3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
- 4. Participate in County-supervised visits between child and family.
- 5. Train and support foster parents in shared parenting with biological parents.
- **6.** Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
- 7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.

- **8.** For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
- 9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
- 10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

- 1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
- 2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
- Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
- 4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- 5. With County, coordinate planning for any move of the child.
- **6.** Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
- 7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
- 8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
- 9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
- 10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
- 11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
- 12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

- 1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - 1. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

- Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review
 each child's progress toward meeting the goals of the out-of-home services agreement and
 treatment plan.
- 2. Conduct in-person visits with each child at least once a month in the placement provider's home.
- 3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
- 4. Enroll/withdraw the child in school.
- 5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.

- 2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
- 3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
- 4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
- 5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
- **6.** Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
- 7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
- **8.** Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
- 9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

(Date Submitted)

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

- He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

[]	He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or
	employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

- [] He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Contractor Name

Title

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and

Address

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street III Dogwood Dr	
City, State, Zip Code Burlington, NC 27215	
Street 1710 Sykes St.	
City, State, Zip Code Burlington, NC 27215	

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

- 1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is
 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation
 in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

- Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
- 13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities (Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federa a. Bid/offer/ap b. Initial Award c. Post-Award	plication	3. Report Type: a. initial filing b. material change For Material Change Only: Year Quarter Date Of Last Report:		
4. Name and Address of Reporting Entity: Prime Subawardee Tier (if known) Congressional District (if known) 6. Federal Department/Agency:		and Address of Congressional Distr 7. Federal Progra	ntity in No. 4 is Subawardee, Enter Name of Prime: cict (if known) m Name/Description: (if applicable)		
8. Federal Action Number (if known) 10. a. Name and Address of Lobbying En (if individual, last name, first name, first name)	MI):	9. Award Amount (if known) \$ b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):			
(attach Continuation Sheet(s) SF-LLL-A 11. Amount of Payment (check all that apply \$	oly): actual planned):	13. Type of Payme a. retainer b. one-time fe c. commissio d. contingent e. deferred	n		
Brief Description of Services Performe Member(s) contacted, for Payment Ind	licated in Item 11(attaci	h Continuation Sheet(s)	SF-LLL-A, if necessary):		
 Continuation Sheet(s) SF-LLL-A attack Information requested through this form title 31 U. S. C. section 1352. This dis activities is a material representation or reliance was placed by the tier above was made or entered into. This disclosure pursuant to 31 U. S. C. 1352. This information in the congress semi-annual available for public inspection. Any pethe required disclosure shall be subject not less than \$10,000 and not more this such failure. 	m is authorized by sclosure of lobbying of fact upon which when this transaction sure is required formation will be ly and will be erson who fails to file at to a civil penalty of	Print Name:			
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL		

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY State of Notary Public for said County and State, certify that personally appeared before me this day and acknowledged that he/she is and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on Sworn to and subscribed before me this $-\frac{98}{9}$ day of $\frac{1}{100}$ **ERIN B STRICKLAND NOTARY PUBLIC** ALAMANCE COL

Instruction for Organization:

Name of Organization

Signature of Organization Official

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

- A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 - The Board member or other governing person, officer, employee, or agent;
 - 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 - 3. An organization in which any of the above is an officer, director, or employee;
 - A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

- 1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
- 2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
- 3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
- 4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
- 5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (Medicaid only)
- 6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (Medicaid only)
- 7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients:
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
- 8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (signature on this form confirms this statement).

Signature

Title

15 In

Date

. Berral, or Burnsmitter

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service Exempt Organizations Determinations P.O. Box 2508 Cincinnati, OH 45201

You may also contact the <u>Taxpayer Advocate Service</u>, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter-64/Article-2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 105/GS 105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter 143/GS 143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter 143/GS 143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - □ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven

- country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name:	Just In Time Youth S	ervices
Contractor's Authorized Agent:	Signature Lews Pirnis	Date 4-24-2022
	Printed Name LIWIS Pinnix	Title Director
Witness:	Signature	Date 4/24/2032
ni alaharan ang parn	Printed Name Star W B LY	Title Assis Soul Director

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

Form W-9
[Pev August 2012]
Department of the Tressury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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	Just In Time Youth Services							
	Check with others tox is seen as a seen as a seen	Exemptions (see instructions);						
pe	I run table and refer to the second to the second to	Evernor payee code iff shy, na						
Specific Instructions	☐ United liability company. Enter the tax classification, C+C corporation, C+C corporation, P+t arthers.	Exemption from EATCA recording order if anything						
	☐ Other (see instructions) ► Address inumber, street, and act, or sure no.	Requester's name and address (octional)						
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en 3	BURLINGTON N.C. 27216							
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Part Certification

Under penalties of penury certify that

- 1. The number shown on this form is my correct taypayer identification number ion, am wanting for a riumber to be issued to me, and
- 2. I am not subject to backup withholding because vail am exempt from backup withholding, or ib, I have not been notified by the Internal Revenue Service (IRS), that I am subject to backup withholding as a result of a failure to report all interest or dividends, or io, the IRS has notified me that I am holoinger subject to backup withholding, and
- 3 Tam a U.S. critten priother U.S. person defined below: and
- 4. The FATCA coders, entered on this form if anyt indicating that I am exempt from FATCA reporting is correct

Certification instructions. You must cross out item a above if you have been notified by the IRS that you are currently subject to backup withholding because you have tailed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement IRAI, and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TINI. See the instructions on page 3.

Sign

Signature of U.S. person ▶ isa Brown

Date > 2/16/2021

General Instructions 636334F38A8B47B

Section references are to the Internal Revenue Code unless otherwise noted

Future developments. The IPS has created a page on IPS govitor information about Form Wile, at www.irs.goviwip. Information about any future bevelopments affecting Form Wile issuen as regalation enacted after we release in which prosted on that page.

Purpose of Form

A person who is required to file an information return with the IPS must obtain your correct taxcayer identification number (f.N. to report, for example income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions mortgage interest you diad, acquisition or abandorment of sequired property, cancertation or settlement as

- Use Form W-9 only flyou are a U.S. Derson Including a resident Alen. 10 provide your correct T.N. to the person requesting it the requester and letter applicable. 10
- Certify that the Tilk you are giving is correct or you are walling for a number to be issued;
 - . Sartify that you are not subject to backup withhouring, or
- a Craim exemption from backup withholding if you are a U.S. exempting year, applicable, you are also certifying that as a U.S. person, your alcoable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners, share of effectively connected theorie, and a centry mat PATCA codess entered on this form if any, indicating that you are exernal from the PATCA reporting, is correct.

Note: If you are all if person and a requester gives you a form other than Form Will to request your TM vice must use the requester's form if it is audistantially similar to this Form Wille.

Definition of a U.S. person. For federal fax purposes, you are considered a U.S. person if you are.

- An individual who is a U.S. bitten or U.S. resident alen.
- A partnership corporation, company or association created or organized in the united States or under the laws of the United States.
- · An estate jother than a foreign estate, or
- A domestic trustiles befined in Regulations section 301.770 HT-

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withhold fing tax under section 1446 on any foreign partners! share of effectively connected taxable income from such business. Further in certain cases where a Form Wills has not been received the rules under section 1446 require a partnership to presume that a partner is a foreign before and pay the section 1446 withholding tax. Therefore it you are also person that is a partner in a partnership conducting a trace or business in the united States provide Form Will to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2021

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).

COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:
	INSURER F
BURLINGTON, N.C. 27216	INSURER E:
PO BOX 2162	INSURER D
JUST IN TIME YOUTH SERVICES, INC.	INSURER C : STONEWOOD
INSURED	INSURER B : MTC-OOT WITHOUT I
	INSURER B : INTEGON NATIONAL
	INSURER A: PHILADELPHIA
BURLINGTON, N.C. 27216	INSURER(S) AFFORDING COVERAGE NAIC #
PO BOX 340	ADDRESS:
MAST & GARRISON, INC.	PHONE (A/C, No. Ext). 3362264474 FAX (A/C, No.): 3362264535
PRODUCER	CONTACT MAST & GARRISON, INC.

CERTIFICATE NUMBER:

NSR TR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR ENLAGGREGATE LIMIT APPLIES PER. POLICY PRO OTHER		PHPK2098699	04/20/2021	04/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG S	1000000 3000000 3000000
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C OF	DED RETENTIONS DEMPLOYERS CIABILITY VPROPRIETOR/PARTNER/EXECUTIVE FICE RAMEMBEREXCLUDED? andatory in NH) es, describe under SCRIPTION OF OPERATIONS below	N/A	WC10000935182021A	04/09/2021	04/09/2022	EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT STATUTE EL DISEASE - POLICY LIMIT STATUTE EN DISEASE - POLICY LIMIT STATUTE STATUTE EN DISEASE - POLICY LIMIT STATUTE STAT	100000 500000
A	PROFESSIONAL LIABILITY		PHPK2098699	04/20/2021	04/20/2022	PER CLAIM AGGREGATE	\$1000000 \$3000000

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECT TO GENERAL LIABILITY AND AUTO LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER APPLIES TO THE GENERAL LIABILITY AND AUTO HABILITY WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
VAYA HEALTH	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
200 RIDGEFIELD COURT	AUTHORIZEA REPRESENTATIVE
SUITE 206	
ASHEVILLE, N.C 28806	Mill Burn

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2021

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.

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JUST IN TIME YOUTH SERVICES,	INC.	INSURER C : STONE	WOOD				
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DÉSCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LI	MIT 5 500000		
PROFESSIONAL LIABILITY	2012/02/02/02/03			PER CLAIM	\$1000000		
Α	PHPK2098699	04/20/2021	04/20/2022	AGGREGATE	\$300000		
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ASHEVILLE, N.C 28806		111.10	12				

(Rev August 2013) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

-	Name as shown on your moone tax returns			-				
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	Just In Time Youth Services							
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	☐ Other rises instructions. ►	- 10de 1 a						
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45	City state and ZIP code							
2.	BURLINGTON N.C. 27216							
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Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employ	er identificati	on number	r			
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Sian	Question of QocuSigned by:							

General Instruction 36334F38ABB478...

Signature of

U.S. person >

Section references are for the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS governments about Form Wils, at www insigns we information about any future developments affecting Form Wils insuch as legislation enacted after we needed in the page.

isa Brown

Purpose of Form

Here

A person who is required to file an information return with the IRS must octain your correct taxicays identification number if Nuito report, for example, income paid to you, payment standard to you in settlement of payment standard third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandorment of secured property, cancellation of debt, or contributions you made to exist.

Use Form W-9 only flyou are a U.C. person including a resident aler 1,15 provide your obrect T.N. to the person requesting it the requester and when applicable, to

- Certify that the TIN you are giving is correct for you are waiting for a number to be saled:
- . Centry that you are not subject to backup withhouring of
- 2. Claim exemption from because withholding if you are a U.S. exempt payes, "applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the."

withhoding tax on longer partners, share of effectively connected income, and

DELO 2/16/2021

4. Dentity that FATCA codies, entered on this form of any, indicating that you are exempt from the FATCA reporting to correct

Note: "you are a U.S. person and a requester gives you altern other than Form W-a to request your TM ivou must use the requester's form it it is superantially smilar to the Form Willy

Definition of a U.S. person. For federal fair purposes, you are considered a U.S.

- Ar individual which a U.S. calzen or U.S. resident alien.
- A partnership corporation, company or association created or organized in the united States or under the laws of the united states;
- · An estate jother than a foreign estate, or
- A domestic trust las defined in Regulations section 301,770,1-7.

Special rules for partnerships. Partierance that conduct a trade or business in Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any "tretign partners" share of effectively connected taxable income from such business. Further in certain cases where a Form vivia has not been received, the rules under section "1440 require a partnership to presume that a partner is a trengt person and pay the section "1440 withholding tax." Therefore it you are a 150 person that is a partner in a partnership conducting a trade or business in the united States, poycle Form Wild to the partnership to establish your U.S. status and avoid section 1446, withholding on your share of partnership income

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Randy Cress

DATE: 8/15/2022

SUBJECT: Sole-Source CDP, Inc

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

- 1. Performance or price competition for a product are not available;
- 2. A needed product is available from only one source of supply; or
- 3. Standardization or compatibility is the overriding consideration

Rowan County IT department uses software from Custom Data Processing, Inc. for environmental health. This agreement is for renewal coverage and software support. The FY23 cost will be \$18,619. Attached is quote from CDP, Inc.

Board of Commissioners authorize the County Manager to approve a sole-source purchase from CDP, Inc. for software renewal and support not to exceed \$18,619.

ATTACHMENTS:

Description	Upload Date	Type
quote	8/8/2022	Cover Memo



INVOICE

Date	Invoice #
7/1/2022	112577

To: Rowan County Health Department 1811 East Innes Street Salisbury, NC 28144 Remit To: Custom Data Processing, Inc.

1408 Joliet Road Romeoville, IL 60446

Attn: Accounts Payable

Terms: Net 30

Annual Renewal of CDP's Environmental Health Software Systems - CDPims and CDPmobile Annual License Maintenance Renewals as follows:

For the period 7/1/2022 through 6/30/2023

CDPims Monthly Subscription/User License Fee: (12) @ \$23/ea/mo = \$276/month	3,312.00
CDPims - Food and Lodging Program: @ \$347/month ***Includes Food Borne Illness Module	4,164.00
3. CDPims - OSW/Wells @ \$405/month	4,860.00
4. CDPims - Complaints/Request for Service @ \$58/month	696.00
5. Ad Hoc Reporting (1) @ \$23/month	276.00
6. CDPmobile/ims Sync @ \$253/month	3,036.00
7. CDPmobile Annual Maintenance (7) @ \$325/each	2,275.00

Total Due: \$ 18,619.00

Custom Data Processing, Inc. | 1408 Joliet Road | Romeoville, IL 60446 | 800.888.6035

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 Ed Muire

DATE: 08/15/2022

SUBJECT: Erosion Control Service Contract

Planning Director is requesting the renewal of a contract with Greg Greene for erosion control services not to exceed \$20,400.

The Board of Commissioners approved an agreement with Mr. Greene on May 17, 2021 consent agenda item G.

Attached is an agreement with Mr. Greene.

Board of Commissioners to authorize the County Manager to enter into an agreement with Greg Green for erosion control services not to exceed \$20,400.

ATTACHMENTS:

DescriptionUpload DateTypecontract8/8/2022Cover Memo

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Gree Greene ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

- 1. <u>Services To Be Performed.</u> The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.
- Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.
- 3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.
- 4. <u>Non-waiver.</u> If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.
- 5. <u>Independent Contractor.</u> For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

- 6. <u>Insurance</u>. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.
- 7. <u>Indemnity.</u> The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.
- 8. <u>Termination.</u> Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.
- 9. <u>Entire Agreement.</u> This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

- 10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.
- 11. <u>Severance Clause.</u> If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.
- 12. <u>Compliance With Laws.</u> The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.
- 13. <u>Records.</u> All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.
- 14. <u>Repair of Damages.</u> The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.
- 15. <u>Titles and Headings.</u> Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.
- 16. <u>Non-Assignment</u>. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.
- 17. <u>Notices.</u> Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.
- 18. <u>Number and gender.</u> This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.
- 19. <u>Exhibit A.</u> To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY	THE PROVIDER
BY:	BY: Bly Holene
Name: Aaron Church	Name: Greg H. Greene
Title: County Manager	Title: Consultant

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider.
 - -Assist ECS (Environmental Compliance Specialist) with Plan Review process
 - -Provide consultation and mentoring services
 - -Accompany ECS during some site inspections
- B. Term of the Agreement.

This Agreement shall continue until the Provider has completed the Services to the County's satisfaction through June 30th, 2023.

C. Payment to the Provider. (Check the provision that applies.)

The County shall pay \$85 per hour for Plan Review or \$70 per hour for other services described in 'A. Services To Be Performed'. Contract hours shall be limited to 20 hours per month.

- D. <u>Insurance.</u> During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:
 - General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.
- E. Contact Information.

THE COUNTY

AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144

aaron.church@rowancountync.gov Telephone: 704-216-8180 THE PROVIDER

Lexington, NC 27295

Telephone: 704-202-4149

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY	THE PROVIDER
BY:	BY: Dy A. Siere
Name: Aaron Church	Name: Greg H. Greene
Title: County Manager	Title: Consultant
Date:	
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	
(Signature of County Finance Officer)	

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Randy Cress

DATE: 08/15/2022

SUBJECT: Sole-Source for Cloud Navigators, LLC

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

- 1. Performance or price competition for a product are not available;
- 2. A needed product is available from only one source of supply; or
- 3. Standardization or compatibility is the overriding consideration

Cloud Navigators, LLC has provided network cloud storage and technical support annually that is vital to the security of all Rowan County Technology resources.

Attached is quote from Cloud Navigators, LLC.

Board of Commissioners authorize the County Manager to approve a sole-source purchase from Cloud Navigators, LLC to provide network cloud storage and technical support not to exceed \$10,800.

ATTACHMENTS:

Description	Upload Date	Type
quote	8/8/2022	Cover Memo

Renewal Quote



IAM Cloud's Distributor for the North America Market

Please remit payment to:

P.O. Box 453 American Fork, UT 84003 Fax Orders to (888) 794-5423

Bill To: Rowan County Government

Attn. To: Justin Crabtree

Address: 130 West Innes Street Salisbury, NC 28144

United States

Phone: (704) 216-8133

Fax:

Order Date: 5/23/2022

Document ID: 220523CTT3281A

PO Number:

Sales Rep: Laila Bogdanski

Vertical: Government - Local

Ship To: Rowan County Government

Attn. To: Justin Crabtree

Address: 130 West Innes Street Salisbury, NC 28144

United States

Federal ID

Cloud Services

Item	Description	Quantity	Annual Annual Total Unit Price
47251	IAM Cloud – Cloud Drive Mapper – GOV:	1.000	\$ 10.80 \$ 10,800.00

(Based on all users being on a single tenant):

- 1 Year subscription includes:
- Enterprise Cloud Storage (Cloud Drive Mapper) allows OneDrive for Business and SharePoint Online libraries to be mapped to drives in Windows 7, 8, 8.1, 10, 11 and in VDI environments hosted on Windows Server, including VMWare, Citrix and Microsoft RDS.
- Free maintenance and feature upgrades to Cloud Drive Mapper software
- · Fully assisted and supported on-boarding and deployment
- Technical support for low, medium and high severity issues 8am-10pm GMT/BST (via web tickets, email, chat and phone)
- 24x7 critical support for urgent severity issues (via phone)
- 24x7 access to customer support forum and knowledge-base

Sub-total for Cloud Services: \$10,800.00

Renewal Quote



Optional Cloud Services

Item	Description	Quantity	Unit Price Annual Total
------	-------------	----------	-------------------------

Total Summary	Misc. Charge Description	Total:	\$ 10,800.00
		Tax:	\$0.00
		Misc.:	\$0.00
		Freight:	\$0.00

Grand Total: \$ 10,800.00

Renewal Quote



Payment Details

Payment Terms					
Software:	Net 30				
Hardware:					
Services:					
Currency:	United States Dollar				
Issue Date:	Monday, May 23, 2022 This Quote is valid for 30 days from the issue date. All applicable taxes extra.				
Comments t Purchase A					
By signing this agreements. I	agreement, I hereby authorize the purchase of all items listed above. This agreement supersedes all prior writings and oral understand this order is subject to credit approval and the terms and conditions mentioned below.				
Signature: -	Total Purchase Amount: \$ 10,800.00				
Name:					
Title:					
Date:					

Terms & Conditions

Payment Terms

Should the Customer fail to pay when due any of the sums owed pursuant to this Agreement, in addition to the original total, it shall pay a late payment fee in the amount of 4%. Additionally, interest on the arrears equal to the prime rate established by Chase Bank on a daily basis as of the due date until payment in full of the amount owing is paid. Such interest shall be compounded monthly and adjusted annually on each anniversary date to reflect the applicable prime rate for the following year. Accrued interest shall be payable on the same date as a principal amount becomes due.

Governing law

This Agreement and associated End User License Agreement (https://www.iamcloud.com/eula/) shall be governed by and construed in accordance with the laws of the State of Delaware.

General Terms

Order Form must be signed on or before July 30, 2022 to be valid. All hardware costs and any costs outside of this Order Form are the responsibility of Customer. Any software described above is provided as a subscription. Subscriptions will automatically renew upon the expiration of the then-current term for another 1 year at unless Customer has notified IAM Technology Group/Cloud Navigators in writing at least 30 days prior to the expiration of your term.

Severability

In the event that any provision of this Agreement is deemed to be invalid or unenforceable, such provision shall, whenever possible to do so, be interpreted, construed, limited or if necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the Agreement shall remain valid and continue to bind the Parties.

Time of the Essence

Time shall be of the essence in the Agreement unless indicated otherwise. No extension of or amendment to this Agreement shall operate as a waiver of this provision unless clearly stated therein.

Currency

All amounts referred to in this Agreement are in US dollars (unless stated otherwise).

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Randy Cress

DATE: 08/15/2022

SUBJECT: Sole-Source for Microsoft Store

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

- 1. Performance or price competition for a product are not available;
- 2. A needed product is available from only one source of supply; or
- 3. Standardization or compatibility is the overriding consideration

Microsoft Store is a sole-sourced vendor whose software is proprietary in nature. This software is a digital distribution platform for various types of software used county-wide, and we would respectfully request to continue our subscription to this service. Microsoft Store invoices will be entered against the contract each month. Each invoice is roughly around \$1,000 per month based on various types of software subscriptions.

Attached is quote from Microsoft Store.

Board of Commissioners authorize the County Manager to approve a sole-source purchase from Microsoft Store for various software for Rowan County technology services not to exceed \$12,000.

ATTACHMENTS:

DescriptionUpload DateTypequote8/8/2022Cover Memo



January 2022 Invoice Date: 01/03/2022 Invoice Number: E0800H6KTQ

Due Date: 02/02/2022

788.00 USD

Microsoft

Sold-ToBill-ToRowan CountyRowan County130 West Innes Street130 West Innes StreetSalisbury NC 28144Salisbury nc 28144United StatesUnited States

Sold-To Rowan County 130 West Innes Street Salisbury nc 28144 United States

Order Details		Billing Summary	
Product:	Online Services	Charges:	788.00
Customer PO Number:		Discounts:	0.00
Order Number:	3cf1e58a-a7df-47db-8498-1ad8ea4cc376	Credits:	0.00
Billing Period:	12/03/2021 - 01/02/2022	Tax:	0.00
Payment Terms:	Net 30	Total:	788.00
Due Date:	02/02/2022		

Payment Instructions: Please DO NOT PAY. You will be charged the amount due through your selected method of payment.

Billing or service question? Call 1-800-865-9408 or visit https://aka.ms/Office365Billing.https://aka.ms/Office365Billing.

Microsoft Corporation, One Microsoft Way Redmond, WA 98052 United States ${\sf US\ FEIN\ 91\text{-}} 1144442$



January 2022 Invoice Date: 01/03/2022 Invoice Number: E0800H6KTQ

Due Date: 02/02/2022

788.00 USD

Microsoft

Office 365 F3

Formula for charges

Licenses in service period X Monthly (or Yearly) price per license X (Days in service period /Total in service period) = Charge

New charges

These are your charges for the next billing period for your current number of licenses.

Service Period	Details	Licenses in service period	Monthly price/license	Days in service period	Charges	Discounts	Credits	SubTotal	Tax %	Тах	Total
12/21/2021 - 01/20/2022	Monthly subscription charges	197	4.00	31	788.00	0.00	0.00	788.00	0.00 %	0.00	788.00
SubTotal					788.00	0.00	0.00	788.00		0.00	788.00
Grand Total					788.00	0.00	0.00	788.00		0.00	788.00

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director

DATE: 08/15/2022

SUBJECT: N.C. Forest Service Appropriation

NC Forest Service has requested that the Board of Commissioners reconsider their request to increase the FY23 budget appropriation by \$10,000. The current FY23 budget is for \$84,000. This request is to keep the funding share for salaries and benefits for 2 employees at a 60/40 split. Recommendation would be to take the additional funds from contingency.

Attached you will find the Agreement with NC Department of Agriculture, Forest Service Funding Request, Forest Service Percent Billed by County, Forest Service FY21 Report and Budget Amendment

Board of Commissioners to approve an additional \$10,000 for NC Forestry Service from contingency. AND

Attached Budget Amendment

ATTACHMENTS:

Description	Upload Date	Type
contract	8/8/2022	Cover Memo
Funding Request	8/8/2022	Cover Memo
FY21 Billed Expenses	8/8/2022	Cover Memo
FY21 Report	8/8/2022	Cover Memo
budget amendment	8/8/2022	Cover Memo

STATE OF NORTH CAROLINA Department of Agriculture and Consumer Services

\$ 235,000.00 Total Cooperative Appropriation

\$ 141,000.00 State

\$ 94,000.00 County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LANDS IN **ROWAN COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development," by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of ROWAN COUNTY in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **ROWAN COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

- 1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:
 - A) 1 County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
 - B) 1 Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

- C) <u>0.1</u> Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
- D) Temporary position(s) on an as-needed basis.
- 2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.
- 3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.
- 4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).
- 5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of <u>ONE HUNDRED FORTY-ONE THOUSAND</u> <u>DOLLARS</u> (\$141,000.00) as its share of an annual budget of <u>TWO HUNDRED THIRTY-FIVE THOUSAND</u> <u>DOLLARS</u> (\$235,000.00) for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department 40 % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of <u>NINETY-FOUR THOUSAND</u> **DOLLARS** (\$94,000.00), which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

- 9. That this Agreement becomes effective <u>July 1, 2022</u>, and lasts through <u>June 30, 2023</u>.
- 10. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

- 11. That this Agreement may be modified only in writing and upon execution by both parties.
- 12. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
- 13. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
- 14. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commis	ssioners of ROWAN COUNTY
Date	County Manager
appropriation duly made or by bo	ne monies to fall due under this Agreement have been made by conds or notes duly authorized and this Agreement has been pre-
• • • • • • • • • • • • • • • • • • • •	to the control of the
Date	County Finance Officer

For the North Carolina Department of Ag	riculture and Consumer Services	
Date	-200	_ Signature
	N. David Smith Chief Deputy Commissioner	



North Carolina Department of Agriculture and Consumer Services

N.C. Forest Service



Steven W. Troxler Commissioner

Scott Bissette Assistant Commissioner

D-10-FA Cooperative Unit Budgets Rowan County

Rowan County Finance Department Attention: James Howden and Lisa Bevis 130 West Innes Street Salisbury, NC 28144

Dear Mr. Howden and Ms. Bevis:

304 Old Hargrave Road Lexington, NC 27295-7594 February 3, 2022 (336) 956-2111

The North Carolina Forest Service is requesting \$235,000 for the 2022-2023 fiscal year budget. Rowan County's share of the budget will be \$94,000. This request includes increases for a legislative increase for employees, increases cost of health insurance and retirement, and the replacement of a frontline emergency response truck. We appreciate your approval of this request and your continued long-term support. Listed below is a general breakdown of the budget.

Salaries, Social Security, Retirement, & Health Insurance: County Ranger, Assistant County Ranger, Temporary

.....\$142.000

Operating Expenses:

To include equipment purchase & repair, fuel, fire control materials, uniforms, educational handouts and Smokey Bear material, office supplies and

other materials\$35,500 Office Space Rental.....\$2,500

Frontline Fire Truck Purchase:

Cab, chassis, tank, pump, hose reel.....\$55,000

TOTAL.....\$235.000

State Share 60% \$ 141,000 County Share 40% =

\$ 94,000

Sincerely, Mach Box

District Forester

cc: County Ranger Jason Walker and Office Manager

Division of Forest Resources - Percent Billed by County FY 2020-2021

RCC County Appr State/Fed Allot Total Budget Cnty % Total Billed

6/29/2022 1:41:35 PM

% Billed

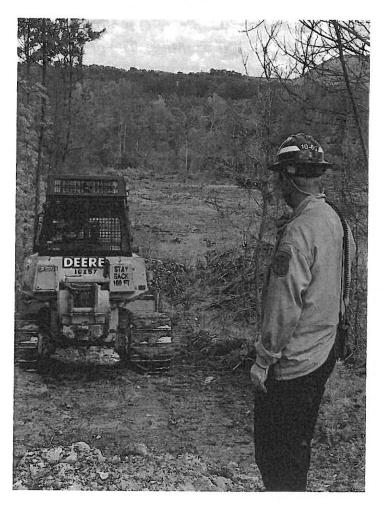
District County

	3 10 3	District County 3 Lee 10 Rowan 3 Richmond	5033 5105 5036	FCC County Appr 5033 \$100,194 5105 \$54,390 5036 \$128,755	\$150,291 \$81,584 \$193,132	\$250,485 40% \$135,974 40% \$321,887 40%	40% 40% 40%	\$113,237 \$60,118 \$138,322	113.0% 110.5% * 107.4%
	1 10	Yadkin Wake	5108 5118	\$56,000 \$74,400	\$84,000 \$111,601	\$140,000 \$186,001	40%	\$57,760 \$76,100	103.1%
	ω	Montgomery	5034	\$105,000	\$157,500	\$262,500	40%	\$105,513	100.5%
	2	Alleghany	5022	\$59,402	\$89,103	\$148,505	40%	\$59,471	100.1%
	6	Robeson	5065	\$168,685	\$253,029	\$421,714	40%	\$168,336	99.8%
	10	Randolph	5104	\$124,400	\$186,600	\$311,000	40%	\$122,699	98.6%
2 Recon Cuch	10	Forsyth	5155	\$64,400	\$96,600	\$161,000	40%	\$63,385	98.4%
13 13	1	Person	5116	\$70,436	\$105,655	\$176,091	40%	\$69,201	98.2%
	6	Johnston	5064	\$119,784	\$179,677	\$299,461	40%	\$117,527	98.1%
	o	Harnett	5062	\$138,026	\$207,039	\$345,065	40%	\$135,321	98.0%
	œ	Duplin	5084	\$147,071	\$220,607	\$367,678	40%	\$143,756	97.7%
	ω	Scotland	5037	\$99,986	\$149,980	\$249,966	40%	\$97,311	97.3%
	10	Davidson	5101	\$96,000	\$144,000	\$240,000	40%	\$92,914	96.8%
11 11 17	10	Surry	5107	\$64,000	\$96,000	\$160,000	40%	\$61,746	96.5%
	8	Columbus	5083	\$220,852	\$331,278	\$552,130	40%	\$210,775	95.4%
	2	Ashe	5023	\$69,270	\$103,904	\$173,174	40%	\$65,959	95.2%
	12	Union	5128	\$81,600	\$122,400	\$204,000	40%	\$77,687	95.2%
	ω		5031		\$164,058	\$273,430	40%	\$103,599	94.7%
	2	Anson	5027	\$109,372	\$78 A85		100	\$49 430	94.5%
		Anson Watauga		\$109,372 \$52,323	₩,0,100	\$130,808	40%	Ø 10, 100	94.3%
	1	Anson Watauga Caswell	5112	\$109,372 \$52,323 \$76,966	\$115,448	\$130,808 \$192,414	40%	\$72,598	

Page 1 of 5

North Carolina Forest Service

Rowan County Report Year 2021



Rowan County Ranger Jason Walker 704-216-3998 704-647-1559 (cell) jason.d.walker@ncagr.gov

Rowan Assistant County Ranger Spencer Shoaf 704-647-1020 (cell) spencer.shoaf@ncagr.gov The mission of the North Carolina Forest Service is to protect, manage and promote forest resources for the citizens of North Carolina.







The North Carolina Forest Service has the responsibility of protecting state and privately owned forest land from wildfires. Our Fire Control program is managed on a cooperative basis with all 100 counties. The program consists of fire prevention efforts and programs, preparedness training with local VFD's, an aggressive suppression effort on all wildfires, and law enforcement follow-up on every fire.

Raman County Wildfires



Calls for Response(includes none fire related calls) Acres Burned Homes Protected (\$ Value) Other Structures Protected

Homes Lost
Other Structures Lost
Homes Damaged
Other Structures Damaged

Law Enforcement
Warnings Issued
Citations Issued
Warrants Issued

TOTALS

43 acres 25 (\$4.500,000) 38 (662,000)

> 0 6 (\$25,000) 3 (\$25,000) 8 (\$21,000)

> > 43 1 0

Causes of Wildfires

Debris Burning 3	32
Miscellaneous 1	L2
Incendiary	5
Machine Use 1	LC
Campfires	0
Lightning	0
Smoking	
Undetermined	2
Railroad	3



NC Forest Service VFD Training

The North Carolina Forest Service provides several training opportunities to our rural Volunteer Fire Departments as well as other emergency service organizations. These trainings include national firefighter training and fire behavior, Incident Command System, Wildland Fire Suppression for VFD's, Class A Foam use, and Chainsaw Safety for VFD's. These trainings allows fire department personnel to be able to assist the NC Forest service in safely, efficiently, and effectively suppressing wildland fires while protecting citizen's property and our forest resources.

Rowan County assists local fire departments with training as requested.





Farest Practice Guidelines Related to Water Quality

FPG INSPECTIONS COMPLETED BY NCFS

Logging Inspections and Re-inspections	195	inspections
Number of Acres Inspected	307	1 acres





In North Carolina, Forest Practice Guidelines (FPG's) are mandatory, statewide requirements defined by N.C. Administrative Code 15A NCAC 01I .0100 - .0209. All forestry-related, site-disturbing activities must comply with the FPGs if that activity is to remain exempt from permitting and other requirements specified in the North Carolina Sedimentation Pollution Control Act (SPCA) of 1973.

The N.C. Forest Service inspects logging sites each year to assess compliance with FPG's related to the following standards: Streamside Management Zones, Prohibition of Debris Entering Streams and Water bodies, Access Road and Skid Trail Stream Crossings, Access Road Entrances, Prohibition of Waste Entering Streams, Water bodies, and Groundwater, Pesticide Application, Fertilizer Application, Stream Temperature, and Rehabilitation of Project Site.



Farest Establishment

The NC Forest Service provides guidance to landowners of North Carolina, concerning establishing healthy trees, in order to produce forest products for our future generations. Forest establishment can be in the form of replanting trees on harvested timberland, planting trees on open fields no longer being used for agriculture, or allowing for natural regeneration of trees on harvested sites.

Forest Establishment in Rowan County last year.

Trees Forest Establishment......1044 acres

Farest Management Plans

One of the many functions of the NC Forest Service is to develop sound forest management plans for the forest landowners of North Carolina. These plans are designed to help landowners meet their specific objectives they have for their property including timber production, soil and water protection, improving wildlife habitat, recreation and aesthetics. In July of 2014 the NC General Assembly directed the NC Board of Agriculture to require fees by NCFS in order to provide written woodland management plans to landowners.

NCFS foresters prepared 49 plans on 1,501 acres for Rowan County landowners last year.

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO:	BOARD	OF CO	YTAUC	COMM	IISSIONERS
-----	--------------	-------	-------	------	------------

FROM: FINANCE

EXPLANATION IN DETAIL:

To increase the FY23 appropriation to the North Carolina Forest

Service to assist with expenses.

Prepared by:

Lisa Bevis

Date:

08/08/22

BUDGET	INFORMATION
--------	-------------

Reviewed:		

ACCOUNT TITLE	R/E	ACCOUNT#	INCREASE	DECREASE
Forestry Service	Ε	1155090-591015	10,000	
Contingency	E	1154112-599000		10,000
4 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2				
Washington Control of the Control of				
412244				
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNT	ING USE ONLY
Approved:		Approved:	Budget Revision #	02-185
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 8822		Date:	Posted by:	·····
Signature:		Signature:	Approved by:	



North Carolina Department of Agriculture and Consumer Services

N.C. Forest Service



Steven W. Troxler Commissioner

Scott Bissette Assistant Commissioner

D-10-FA Cooperative Unit Budgets Rowan County

Rowan County Finance Department Attention: James Howden and Lisa Bevis 130 West Innes Street Salisbury, NC 28144

Dear Mr. Howden and Ms. Bevis:

304 Old Hargrave Road Lexington, NC 27295-7594 February 3, 2022 (336) 956-2111

The North Carolina Forest Service is requesting \$235,000 for the 2022-2023 fiscal year budget. Rowan County's share of the budget will be \$94,000. This request includes increases for a legislative increase for employees, increases cost of health insurance and retirement, and the replacement of a frontline emergency response truck. We appreciate your approval of this request and your continued long-term support. Listed below is a general breakdown of the budget.

Salaries, Social Security, Retirement, & Health Insurance: County Ranger, Assistant County Ranger, Temporary

.....\$142,000

Operating Expenses:

To include equipment purchase & repair, fuel, fire control materials, uniforms, educational handouts and Smokey Bear material, office supplies and

other materials\$35,500 Office Space Rental.....\$2,500

Frontline Fire Truck Purchase:

Cab, chassis, tank, pump, hose reel.....\$55,000

TOTAL.....\$235,000

State Share

60% \$ 141,000

County Share 40%

\$ 94,000

Sincerely, Malitar

Mark Bost

District Forester

cc: County Ranger Jason Walker and Office Manager

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner and Sheriff Auten

DATE: 08/15/2022

SUBJECT: Sole-Source Richland County Sheriffs Department

Rowan County would like to use Richland County Sheriffs Department to provide DNA testing for cases in which the DA Office indicates that they need the results quickly. Current wait times with NC State Crime Lab take 12 to 18 months.

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved by the Board of Commissioners. This agreement would be

approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an

exception to the bidding laws when:

- 1. Performance or price competition for a product are not available;
- 2. A needed product is available from only one source of supply; or
- 3. Standardization or compatibility is the overriding consideration

Board of Commissioners authorize the use of the Richland County Sheriffs Department for DNA testing as a Sole-Source.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations

DATE: August 9, 2022

SUBJECT: Accept Grant Funding for Division of Soil & Water for Hurricane Florence Watershed

Restoration Project

The Rowan Soil and Water Conservation has had up to \$19,000 in grant funding approved by the NC Department of Agriculture and Consumer Services Division of Soil and Water Conservation. This grant will fund the "Watershed Restoration Project," under the Hurricane Florence Emergency Response Act. The funding agreement is effective from July 1, 2019, to June 30, 2022, with the option to extend if grantor and grantee mutually agree. The purpose of the project is to complete watershed restoration activities, including debris removal in approximately 4300 ft of Third Creek-Moore. There is no local match requirement.

Authorize the County Manager to accept funding up to \$19,000 by signing the Contract #19-091-4024 "NC DACS Division of Soil & Water Conservation Watershed Restoration Project – Governmental."

ATTACHMENTS:

DescriptionUpload DateTypeGrant Documents8/9/2022Cover Memo



Steve Troxler Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith Chief Deputy Commissioner

February 13, 2020

Mr Chris Sloop Rowan SWCD 2727-C Old Concord Road Salisbury, NC 28146

NOTIFICATION OF FUNDING OFFER

Dear Mr. Sloop

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to inform you that \$19,000.00 for your project, Watershed Restoration Project, was approved under the Hurricane Florence Emergency Response Act.

Two original contract packets must be <u>completed and returned</u> to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

Heather Reichert NC Department of Agriculture & Consumer Services, Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to Heather.Reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the Watershed Restoration Project for restoring drainage and securing streambanks following recent storms.

N. David Smith

Chief Deputy Commissioner

Enclosures

cc: Tara Tyson, Grants & Contracts Manager

Email: David Smith@ncagr.gov 1001 Mail Service Center, Raleigh, North Carolina, 27699-1001 (919) 707-3033 ● Fax (919) 715-0026 An Equal Opportunity Affirmative Action Employer



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Rowan SWCD

PROJECT TITLE/NAME: Watershed Restoration Project

CONTRACT #: 19-091-4024

GO Ent Check	GO Entities Only Check One Box	Document Title	Department Use – Documents Attached or On File	rt Use – Attached File	Grants and Contracts- Documents Attached or On File	Contracts- Attached File
Yes	No	Contractual "Check Off List for Grantee	Yes	No	Yes	8 N
Yes	2	Contract Cover (To be signed, dated & witnessed)	Yes	No	Sə	No
Yes	2	Attachment A – General Terms and Conditions – Government/University	Yes	oN.	Yes	8 N
Yes	ž	Attachment B – Scope of Work (includes Timeline and Line Item Budget)	Yes	No	Yes	N _O
Yes	8	Attachment C - Certifications and Assurances Section	Yes	No	Yes	No
Yes	%	Attachment D – NC OpenBook Supplemental Information	Yes	No	Хes	No
Yes	8 N	Attachment E – Signature Card	Yes	No	Yes	No
Yes	9N	Attachment F – W-9 Tax Information	Yes	No	Yes	No
Yes	S N	Attachment G – Vendor Electronic Payment Form	Yes	No	səA	N N
Yes	^o N	Attachment H – FFATA Data Reporting Requirements (if applicable)	Yes	No	Yes	No
Yes	₈	Attachment I – Federal Regulations (if applicable)	Yes	No.	Yes	°N

STATE OF NORTH CAROLINA **COUNTY OF WAKE**



Departmental Use Only

CENTER: 2985-1803 ACCOUNT: 536502 AMOUNT: \$19,000.00

CENTER:

ACCOUNT: __536502

AMOUNT:

North Carolina Department of Agriculture and Consumer Services **Division of Soil & Water Conservation**

Watershed Restoration Project - Governmental

C	ON	ITR	ACT	# .	19-	091	-4024
u	vi		$\Delta \mathbf{v}$	m	10-	V	- TVL T

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation (the "Agency") and Rowan SWCD ("Grantee"), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6000336 and is physically located in Rowan County, and is further located at 2727-C Old Concord Road Salisbury, NC 28146.

The purpose of this Contract is to implement needed repairs to streams and drainage ways resulting from Hurricane Florence and subsequent flooding. The Grantee's project title is Watershed Restoration Project. This Contract is funded by state appropriations from the Hurricane Florence Emergency Response Act. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- 1. This Contract
- 2. General Terms and Conditions (Attachment A)
- 3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
- 4. Certifications and Assurances Section (Attachment C)
- 5. NC Openbook Supplemental Information (Attachment D)
- 6. Signature Card (Attachment E)
- 7. W-9 Tax Information (Attachment F)
- 8. Vendor Electronic Payment Form (Attachment G)
- 9. FFATA Data Reporting Requirements (Attachment H)
- 10. Federal Regulations (Attachment I)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

Precedence Among Contract Documents: I.

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on <u>July 1, 2019</u> and shall terminate on <u>June 30, 2022</u> with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

The Grantee shall provide the services as described in the Attachment <u>B:</u> Scope of Work. The Grantee shall be responsible to obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$19,000.00. This amount consists of: \$19,000.00 in State funds.

- [] a. There are no matching requirements from the Grantee.
- [] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

In Kind	\$
Cash	\$
Cash and In-kind	\$
Cash and/or In-kind	\$
Other/Specify:	\$

[X] c. The Grantee's matching requirement is \$000.00, which consists of:

In Kind	\$
Cash	\$
USDA Funds	\$.00
Cash and/or In-kind	
Other/Specify:	\$

[] d. The Grantee has committed to an a	idditional \$	to complete the project as described in
	Attachment B.		

The total contract amount with matching funds is \$19,000.00.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is <u>not</u> required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is <u>not</u> required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

(1) State [N.C.G.S. 143C-6-23]:

The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Agency Reporting Requirements:

- a) The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
- b) The quarterly and final report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
- c) Grantee shall submit a Final Financial report and Final Invoice not later than 60 days after the expiration or termination of this Contract.

IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with an invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

Up to 16 percent (16%) of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any expenses pledged by the Grantee as match for this project and salary, benefits, and operating expenses that would normally have been paid by the Grantee.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a) Expanding the project or program;
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to; copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor; salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the Grantee. The Agency must determine that all work has been completed satisfactorily in accordance with the Best Management Practices for Selective Clearing and Snagging.

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly invoices.

Indirect costs are not allowable expenditures under this Contract, except as described in paragraph two of this section.

X. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams, Deputy Director Division of Soil & Water Conservation 1614 Mail Service Center	David B. Williams, Deputy Director Division of Soil & Water Conservation 512 N. Salisbury Street, Room 417D
Raleigh, NC 27699-1614	Raleigh, NC 27604-1170
Telephone: 919-715-6103	
Email: David.B.Williams@ncagr.gov	

For the Grantee:

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Chris Sloop	Same
Rowan SWCD	
2727-C Old Concord Road	
Salisbury, NC 28146	
Telephone: 704-216-8999	
Fax: 704-216-7969	
Email: christopher.sloop@nc.nacdnet.net	

XI. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise normally expends for salary and benefits for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements
- b. Pre-audit all invoices presented for payment to determine:
 - · Validity and accuracy of payment
 - Payment due date
 - · Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

f.

XIII. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

[This Contract is continued on the next page]

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which are retained by the Agency, the day and year first above written.

y are regerrey, are day and year
4/17/2020
Date
Title
4-17-2020
Nat Resource Conservat. Title
sumer Services

Signature of Authorized Representative

Date

N. David Smith, Chief Deputy Commissioner

ATTACHMENT B SCOPE OF WORK WATERSHED RESTORATION PROJECT

Rowan SWCD (the "GRANTEE") will complete watershed restoration activities including cutting and removing downed trees, broken tops, woody/vegetative debris and sediment that impede or potentially impede water flow in the streams and tributaries included in Table B1 below (taken from the application submitted by the GRANTEE). For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

TABLE B1: Stream/Ditch Segments to be repaired

Name/Description of	Description of Damage and	Approximate	EWP Project
Stream or Channel	Planned Repair	Length of	Number (if
		Channel (ft)	applicable)
Third Creek-Moore	Debris Removal	4300	N/A
		_	

The GRANTEE will ensure that all required permits are secured for each site and landowner permission is granted before any work proceeds for that site.

The GRANTEE will ensure that it and its contractors follow the Division of Water Resources' Hurricane Matthew Stream and Wetland Cleanup/Restoration Guideline dated October 2016. The GRANTEE shall also follow Best Management Practices for Selective Clearing and Snagging to manage all woody debris removed from streams. These guidelines can be downloaded at:

https://www.ncagr.gov/SWC/disasterresponse/WatershedRecoveryEfforts.html

In the event the Grantee completes the work specified in the Scope of Work without exhausting the funds in the Contract, the Agency Contract Administrator may issue a Work Authorization to approve stream debris removal work for additional stream segments requested by the Grantee, not to exceed the funds available in the Contract.

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: 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 the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed. purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Also, if any litigation, claim, Status Report. negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee 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 G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, 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.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.
- 3) 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C. for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, c	county, state, zip code) Cleveland
0 25° 45 '57.70" N 80° 38' 12.46 W	Mountain Road Woodleaf NC 27013
Singte	
response	·

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

В.	I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.
	Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

RAWAR SWCS	
Grantee Organization Name	
Signature of Authorized Representative	4/12/2030 Date
Bruce L Miltex. Printed Name of Authorized Representative	Chairman
Printed Name of Authorized Representative	Title

0	Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.	
G T	DUNS Number: 074494014 Contract Number: 19-091-4024 Amendment Number: Grantee Name: ROWAN County TAX ID Number: 56-600336 Fiscal Year Ends: Tune 30, 2020	
1.	Brief Description and Background/History of your Organization.	
2.	Be sure to include the number of years in existence, number of employees, mission and goals of your organization. The Rowan SWCD has existed since 1964, so 56 years old. We have Z employees. Our mission statement: Working in portnership with other exercises and organizations, the Rowan SWCD is mission is to provide its estizens with the technical assistance and financial resource to carry out scientificable sound Sustainable practices that conserve the sort was related resources of Robert County. The education of our citizens in the wise his 2. Current project timeline: Begin July 2020 End November 2020 resources is a prostrict.	ter and e of natur
3.	3. Expected outcomes and specific deliverables.	
	(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.) Expected Outcome: Stream Cleared Of deloris. Deliverable: Leduced flooding for landowner and upstream landowners	
	4. The Grantee's WEB URL: WWW. rowancounty nc. gov/1133/501 Water Conservation	
5.	5. * Grantee County of Residence: Rowaw Congressional District#: NC Dyrite 8 (CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)	
6.	6. **County of Benefit: Single County: Yes No County Name: Rounds: No Regional: Yes No	
7.	7. If the answer to question number 6 is more than one county or "Regional", list the counties receiving benefit.	
97	Reconst	
*G	Grantee County of Residence: County in which grantee is located.	

**County of Benefit: List only county or counties in which funding will be spent and/or food commodities will

be received.



CONTRACT & FINANCIAL DOCUMENTS

must match the Contract signatures. In the event the af be submitted prior to processing any contractual do financial documents. If more than two people will sign for t	
SEC	CTION I.
Date:	
Legal Applicant Organization/Agency Name:	Rowan County
Federal Tax Identification Number:	56-6000 336
SEC	CTION II.
behalf of the organization named in Section I., above, for approving and executing all financial documents; including	dentified are designated having legal authorization to sign on purposes of executing contractual documents and preparing, g "Requests for Payments." I understand the legal implications of limited to defrauding the State of North Carolina, and certify this Agreement on behalf of the named organization.
NON-GOVERNMENTAL ORGANI	ZATIONS ONLY (Must match Contract signature)
Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title: Buch L Millen Churman	Print Name & Title:
Bro Mille	Signature:
GOVERNME	NTAL ENTITIES (Must match Contract signature)
Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title:
	Leslie E. Heidelch, Asst. County Mge/Fin. Director
Signature:	Signature:
	A

Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer !dentification Number and Certification

> Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; d	a and frage this the blook								_		-	_
	County of Rowan	o not 192ve tris line blank	i.e										
	2 Business name/disregarded entity name, if different from above												
	and the second s												
on page 3.	Check appropriate box for federal tax classification of the person whose nan following seven boxes.					in	erta	emption in entite	es, no	ot ind	ividu		
s or	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	Partnership	L.J Tru	ıst/e	state	1							
/pe.						E	cem	pt paye	a cod	e (if a	iny) _		-
or th	Limited liability company. Enter the tax classification (C=C corporation, S- Note: Check the appropriate box in the line above for the tax classification			not	choo			_8' 6	=				
Print or type. See Specific Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax pris disregarded from the owner should check the appropriate box for the transfer of the transfer	om the owner unless the unposes. Otherwise, a sing	owner of t	the I	LOB			ption fr (if any)		*1C#	· repo	orting) —
9	Other (see instructions) ►					(4)	pplea	to accou	ita main	tained	ouiside	the U.	.S.J
S	5 Address (number, street, and apt. or suite no.) See instructions.		Reques	ter's	nam	e and	ado	iress (c	ptiona	al)			
Š	130 West Innes Street												
	6 City, state, and ZIP code												
	Salisbury, NC 28144		<u>L</u>										
	7 List account number(s) here (optional)												
Mary Mary													
Pan													
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reside	nt alien, sole proprietor, or disregarded entity, see the instructions for F	Part I. later. For other					_		-				
entities	s, it is your employer identification number (EIN). If you do not have a n	umber, see How to ge					Į			L			
TIN, la		Al		or E	- Para	na Jala		cation					
Numbe	If the account is in more than one name, see the instructions for line 1. or To Give the Requester for guidelines on whose number to enter.	Also see vvnat Name	and [EIR	pioy	ar ide	וווזמ	cauon	Tumi	jer		_	
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Part	T Certification								Щ.				
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	number shown on this form is my correct taxpayer identification numb	er lor Lam waiting for:	a numbe	er to	hei	25110	d to	mel·:	and				
2. I am Serv	not subject to backup withholding because: (a) I am exempt from bac rice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b)	I have n	ot h	าคคา	notifi	hei	hy the	Inter	rnall ed m	Reve	nue at I a	am
3. l am	a U.S. citizen or other U.S. person (defined below); and												
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting	g is corr	ect,									
Certific you hav acquisit	ation instructions. You must cross out item 2 above if you have been no re failed to report all interest and dividends on your tax return. For real esta- tion or abandonment of secured properly, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, but	tified by the IRS that you ate transactions, item 2	does no	rent t app	ily su ply. I	or m	ortg	age in	teresi	t paid	d, evene	nte	use
Sign Here	Signature of U.S. person	C)ate ►	11	1/:	20	2						
	eral Instructions	Form 1099-DIV (div funds)	vidends,						ocks	orn	nutu	al	_
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related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted by were published, go to www.irs.gov/FormW9.	Form 1099-8 (stock transactions by broken)		ual f	iund	sales	an	d cert	ain of	her			
	= =	• Form 1099-S (proce	eeds froi	m re	al e	tate	trar	nsactio	ns)				
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informa	vidual or entity (Form W-9 requester) who is required to file an tion return with the IRS must obtain your correct taxpayer	• Form 1098 (home n 1098-T (tuition)											
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taxpaye	r identification number (ATIN), or employer identification number	• Form 1099-A (acqui	sition or	aba	ındoı	nmen	t of	secur	∌d pr	oper	ty)		
(EIN), to amount	report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 only alien), to provide you	r correct	TIN	ł.				_				
	include, but are not limited to, the following. 1099-INT (interest earned or paid)	If you do not return be subject to backup	Form W. withhold	/-9 t ling.	o the	reque Wha	<i>jes</i> at is	ter wit back	1 <i>a Ti</i> Jp wi	IN, y ithhc	ou n	night 1.	t

later.

Office of the State Controller

Return to: OSC Support Services Center Address: 1410 Mail Service Center

SIGNATURE:

hostin 8. Herduck

Raleigh, NC 27699-1410



Vendor Electronic Payment Form

Email: osc.support.services@osc.nc.gov

Telephone: 919-707-0795

☐ New Add Request

Fax: 919-981-5561

☐ Change Existing ePay Account

3/01/15

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must complete this form, attach a voided check, and return via mail, e-mail, or fax to the information listed above.

PRINT the following in	formation.	FAX or E-MAIL ADDRESS (Place a check mark in front	for payment notification. of the method that you prefer.)
Payee Name:	Rowan County	Required E-mail Address:	leslie.heidrick@rowancountync.gov
Federal ID #/SSN #:	56-6000336	If you would like to receive	
Payee Address for Applicable Accounts:	130 West Innes Street Salisbury, NC 28144	remittances via fax, please check the box below. Otherwise remittances will be sent via E-mail.	
Bank Name:	SunTrust Bank	Print Name and Title:	Leslie E. Heidrick, Assistant County Manager / Finance Director
Bank Routing Number:	061000104	Contact Phone Number:	704-216-8177
■ Checking Acct #:	281171961	☐ Savings Acct #:	
	ED CHECK OR PRO ROUTING/AC	COUNT INFO	
requirements of the Office of For	eign Assets Control (OFAC). Che	eck one of the following:	visions of U.S. law, as well as the
account that I have designat	ronic payments the State of Nor ted, the entire payment amount is	th Carolina may remit to the not subject to being transferre	inancial institution for credit to the ed to a foreign bank account.
account that I have design understand that any electron acknowledge that availability	ated, the entire payment amount nic payments that may be remitted of funds credited to the account	nt is subject to being transfe ed to me may be labeled with ' t will be subject to my receiving	financial institution for credit to the med to a foreign bank account. I "IAT" as the standard entry class. I g financial institution's policies and s to me via paper check instead of

I authorize the Office of the State Controller to initiate direct deposit entries each pay period, and if necessary, adjustments for any direct deposit entries in error, to the financial institution and account identified on the attached certification document. I understand and accept the conditions of participation in the direct deposit program. This authority will remain in effect until I cancel it in writing.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations

DATE: August 9, 2022

SUBJECT: Accept Grant Funding for Division of Soil & Water for Tropical Storm Eta Project

The Rowan Soil and Water Conservation has had up to \$151,361 in grant funding approved by the NC Department of Agriculture and Consumer Services, for "Tropical Storm Eta Project" under the Watershed Restoration Project. The funding agreement is effective from July 1, 2019, to June 30, 2022, with the option to extend if grantor and grantee mutually agree. The purpose of the project is to implement needed repairs to streams and drainage ways resulting from Hurricane Florence and subsequent flooding. There is no local match requirement.

Authorize the County Manager to accept funding up to \$151,361 in funding by signing the Contract #17-175-4088 "NC DACS Division of Soil & Water Conservation Watershed Restoration Project – Governmental."

ATTACHMENTS:

DescriptionUpload DateTypeGrant Documents8/9/2022Cover Memo



Steve Troxler Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith Chief Deputy Commissioner

February 28, 2022

Mr. Chris Sloop Rowan County (SWCD) 130 West Innes Street Salisbury, NC 28144

NOTIFICATION OF FUNDING OFFER

Dear Mr. Sloop:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services—Division of Soil and Water Conservation, I am pleased to inform you that \$151,361.00 for your project, Tropical Storm Eta, was conditionally approved under the Watershed Restoration Project. Approval is conditioned upon the completion and timely return of two original contract packets.

Two original contract packets must be <u>completed and returned</u> to the NCDA&CS, as soon as possible, but no later than six (6) months from the date of this letter unless a written extension is obtained, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

Heather Reichert, Project Administrator N.C. Department of Agriculture & Consumer Services, Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614

All authorized representative signatures may be in blue or black ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. Failure to complete and return the two original contract packets within six (6) months of this letter or the deadline of any written extension provided will result in funding cancellation for the project.

One fully executed; original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the Watershed Restoration Project for restoring drainage and securing streambanks following tropical storm Eta.

N. David Smith

Chief Deputy Commissioner

Enclosures

Cc: Heather Bruce, Grants Manager



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Rowan County (SWCD)
PROJECT TITLE/NAME: Watershed Restoration Project
CONTRACT #: 17-175-4088

GO El Chec	GO Entities Only Check One Box	Document Title	Department Use – Documents Attached or On File	nt Use – Attached File	Grants and Contracts- Documents Attached or On File	Contracts- Attached File
Yes	Š	Contractual "Check Off List for Grantee	Yes	No	Yes	No
Yes	S	Contract Cover (To be slaned, dated & witnessed)	Yes	No	Yes	No No
Yes	2	Attachment A - General Terms and Conditions - Government/University	Yes	No	Yes	No
Yes	2	Attachment B - Scope of Work (includes Timeline and Line Item Budget)	Yes	No	Yes	No
Xes	2	Attachment C - Certifications and Assurances Section	Yes	No	Yes	No
Yes	2	Attachment D - NC OpenBook Supplemental Information	Yes	No	Yes	No
Yes	2	Attachment E – Signature Card	Yes	No.	Yes	N _o
Yes	8	Attachment F W-9 Tax Information	Yes	No	Yes	8
Yes	N _O	Attachment G – Vendor Electronic Payment Form	Yes	No	Yes	No
Yes	2	Attachment H - FFATA Data Reporting Requirements (if applicable)	Yes	No	Yes	No
Yes	No	Attachment I - Federal Regulations (if applicable)	Yes	No	Yes	No
3	>		The second secon			

STATE OF NORTH CAROLINA COUNTY OF WAKE



	Departmental Use Only
	CENTER: ACCOUNT:536502 AMOUNT:
:	CENTER:2975-4786-2017 ACCOUNT:536502 AMOUNT: _\$151361
1.0	CENTER:
	CENTER:

North Carolina Department of Agriculture and Consumer Services Division of Soil & Water Conservation

Watershed Restoration Project - Governmental

CONTRACT # 17-175-4088	
------------------------	--

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation (the "Agency") and Rowan County (SWCD) ("Grantee") and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6000336 and is physically located in Rowan County and is further located at 130 West Innes Street Salisbury, NC 28144.

The purpose of this Contract is to implement needed repairs to streams and drainage ways resulting from hurricanes and subsequent flooding. The Grantee's project title is Watershed Restoration Project. This Contract is funded by state appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The	Grante	e's	fiscal	year	ends	June 3	0.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- 1. This Contract
- 2. General Terms and Conditions (Attachment A)
- 3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
- 4. Certifications and Assurances Section (Attachment C)
- 5. NC Openbook Supplemental Information (Attachment D)
- 6. Signature Card (Attachment E)
- 7. W-9 Tax Information (Attachment F)
- 8. Vendor Electronic Payment Form (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple

Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on <u>November 14, 2020</u> and shall terminate on <u>November 13, 2023</u> with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

The Grantee shall provide the services as described in the Attachment <u>B:</u> Scope of Work. The Grantee shall be responsible to obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$151,361.00. This amount consists of: \$151,361.00 in State funds.

- [x] a. There are no matching requirements from the Grantee.
- [] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

In Kind	S
Cash	\$
Cash and In-kind	\$
Cash and/or In-kind	\$
Other/Specify:	\$

[] c. The Grantee's matching requirement is \$000.00, which consists of:

In Kind	\$
Cash	\$
USDA Funds	
Cash and/or In-kind	
Other/Specify:	\$

[] d. The Grantee has committed to an additional \$ _	to complete the project as described in
. –	Attachment B	

The total contract amount with matching funds is \$151,361.00.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is <u>not</u> required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is <u>not</u> required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

(1) State [N.C.G.S. 143C-6-23]:

The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Agency Reporting Requirements:

- a) The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
- b) The quarterly and final report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
- c) Grantee shall submit a Final Financial report and Final Invoice not later than 60 days after the expiration or termination of this Contract.

IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with an invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

Up to 16 percent (16%) of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any expenses pledged by the Grantee as match for this project and salary, benefits, and operating expenses that would normally have been paid by the Grantee.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a) Expanding the project or program.
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to; copies of invoices, individual time sheets and travel logs that have been signed by the

employee and supervisor; salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the Grantee. The Agency must determine that all work has been completed satisfactorily in accordance with the Best Management Practices for Selective Clearing and Snagging.

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly invoices.

Indirect costs are not allowable expenditures under this Contract, except as described in paragraph two of this section.

X. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams, Deputy Director	David B. Williams, Deputy Director
Division of Soil & Water Conservation	Division of Soil & Water Conservation
1614 Mail Service Center	216 West Jones Street
Raleigh, NC 27699-1614	Raleigh, NC 27603
Telephone: 919-715-6103	
Email: David.B.Williams@ncagr.gov	

For the Grantee:

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Chris Sloop	Same
Rowan County (SWCD)	
130 West Innes Street	
Salisbury, NC 28144	
Telephone: 704-216-8999	
Fax:	
Email: chris.sloop@rowancountync.gov	

XI. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise normally expends for salary and benefits for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for

such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements
- b. Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

f.

XIII. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

[This Contract is continued on the next page]

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which are retained by the Agency, the day and year first above written.

Date
Title
Date
Title
Date

ATTACHMENT B SCOPE OF WORK WATERSHED RESTORATION PROJECT

Rowan County (the "GRANTEE") will complete watershed restoration activities including cutting and removing downed trees, broken tops, woody/vegetative debris and sediment that impede or potentially impede water flow in the streams and tributaries included in Table B1 below (taken from the application submitted by the GRANTEE). For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

TABLE B1: Stream/Ditch Segments to be repaired

	Segment Name	Description of Planned Treatment	
	Segment Ivanie	Description of Planned Treatment	Linear Feet Planned
A	Third Creek, SW of 3rd Ck Church Rd	Debris Removal	4,500
В	Third Creek, NE of 3rd Ck Church Rd	Debris Removal	8,300
С	Beaverdam Ck W	Debris Removal	2,350
D	Back Ck, Brown Rd	Debris Removal	6,900
Е	Withrow Ck, Mary Barber Property	Debris Removal	2,850
F	Fourth Ck, Off Phifer Rd	Debris Removal	3,450
G	Fourth Ck, Mt. Vernon	Debris Removal	2,400
H	Third Ck, Cool Springs Rd	Debris Removal	4,050
I	Sills Ck, Scott Firezak	Debris Removal	2,850
J	Third Ck, Bobby Waller	Debris Removal	3,950
K	Third Ck, Jeff Bonds	Debris Removal	3,425

The GRANTEE will ensure that all required permits are secured for each site and landowner permission is granted before any work proceeds for that site.

The GRANTEE will ensure that it and its contractors follow the Division of Water Resources' Hurricane Matthew Stream and Wetland Cleanup/Restoration Guideline dated October 2016. The GRANTEE shall also follow Best Management Practices for Selective Clearing and Snagging to manage all woody debris removed from streams. These guidelines can be downloaded at:

 $\underline{https://www.ncagr.gov/SWC/disasterresponse/WatershedRecoveryEfforts.html}$

In the event the Grantee completes the work specified in the Scope of Work without exhausting the funds in the Contract, the Agency Contract Administrator may issue a Work Authorization to approve stream debris removal work for additional stream segments requested by the Grantee, not to exceed the funds available in the Contract.

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Except as herein specifically Beneficiaries: provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made,

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filling of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Walver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: 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 the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Also, if any litigation, claim, Status Report. negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee 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 G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, 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.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.
- 3) 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, count	y, state, zip code)
Rown County NC	<u> </u>
see Attachment B	

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C. if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

Notice shall include the identification number(s) of each affected grant.			
As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.			
Date			
Title			

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Instructions: Complete the information below and return it to the Contract Administrator identified in y	your
original contract. This information must be submitted as part of your contract. If you have questions,	ı
please contact the Contract Administrator or the Alternate Contact as reflected in your contract.	

DUNS Number: Contract Number: Grantee Name: Coun County Gover	Amendment Number:
TAX ID Number: Fiscal Year Ends: Figure 30	The court of the c
Brief Description and Background/History of your control of the second control of t	our Organization.
organization. 5 Mec 1753. Rowin Co employess ~ 130 Rown Swell Mission = Workin in furtnershyp when Conservation Districts mission is to financial resources to corry out scientification of natural resources will be a priority. 2. Current project timeline: Begin <u>D8-2022</u>	privide its citizens with the technical assistance includes some practices that conserve practices that conserve par Compy. The education gover trizens my the wise of this District. End b3-2027
3. Expected outcomes and specific deliverables. (Example: Expected Outcome: Aquaculture oper food made available for human consumption.) Expected outcome: Removal of deliverable: Metigate flooding i	ration will remain in business. Deliverable: Healthy
4. The Grantee's WEB URL: www. rowar	-county nc-gov
5, * Grantee County of Residence: Recen	Congressional District#: S CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)
6. **County of Benefit: Single County: Yes Statewide: Yes Regional: Yes	s No
7. If the answer to question number 6 is more that benefit.	an one county or "Regional", list the counties receiving

^{*}Grantee County of Residence: County in which grantee is located.

^{**}County of Benefit: List only county or counties in which funding will be spent and/or food commodities will be received.

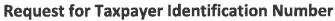


CONTRACT & FINANCIAL DOCUMENTS

must match the Contract signatures. In the event the aff be submitted prior to processing any contractual doc financial documents. If more than two people will sign for the						
SECTION I.						
Date:						
Legal Applicant Organization/Agency Name:						
Federal Tax Identification Number:						
SEC	TION II.					
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.						
NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)						
Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.					
Print Name & Title:	Print Name & Title:					
Signature:	Signature:					
GOVERNMENTAL ENTITIES (Must match Contract signature)						
Authorized Governmental Official	Chief Fiscal Officer					
Print Name & Title:	Print Name & Title:					

NC Office of the State Controller (IRS Form W-9 will not be accepted in lieu of this form) *Denotes a Required Field

STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM





	*1. Social Security Number (SSN), OR Employer (dentification Number (EIN), OR Individual Taxpayer Identification Number (ITIN) *2.		or ITIN) type and of Identification Nun provide this inform	Please select the appropriate Taxpayer identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.		
in the second se	(PRESS THE TAB KEY TO ENTER EACH NUMBER) 4. Legal Name (as shown on your income tax return):		3. Dunn &	3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)		
	5. Business Name/Di Lega! Name:	BA/Disregarded Entity Name, if different fron		ESS THE TAB KEY TO	ENTER EACH NUMBER)	
_		Con	tact Information	Information		
Taxpayer Identification	*6. Legal Address (DO N	NOT TYPE OR WRITE IN THIS FIELD)		7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)		
	*Address Line 1:		Address Line 1:	Address Line 1:		
	Address Line 2:		Address Line 2:	Address Line 2:		
	*City	*State *Zip (9 digit)	City	State	Zip (9 digit)	
	*County		County			
1	*8. Contact Name:					
	*9. Phone Number:		-	-		
Section	10. Fax Number:					
Se	11. Email Address:					
		*12. Entity Type		*13. Entity Classification	14. Exemptions (see instructions)	
	Individual/Sole Proprietor/Single-member LLC C-Corporation S-Corporation Partnership Trust/Estate Other Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)			Legal/Attori Services NC Local Go	Exempt payee code (if any):	
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exemption from FATCA reporting code (if any):		
2 -Certification	Under penalties of perjute 1. The number state 2. I am not subject (IRS) that I am subject to bact 3. I am a U.S. citi 4. The FATCA con	hown on this form is my correct taxpayer identification to backup withholding because: (a) I am exempt for subject to backup withholding because of a failure to kup withholding, and see no rother U.S. person (defined later in general inside(s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting that I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I ample (s) entered on this form (if any) indicting the I a	rom backup withholding, on report all interest or dividing the control of the con	r (b) I have not been idends, or (c) the IRS have ting is correct.	notified by the Internal Revenue Service	
Section 2		s: Please refer to the IRS Form W-9 located on the t		irs.gov/): ted Title:		
Cţ	*Printed Name:		Print	ea IRIE:	*	
Se	*Authorized U.S. Signature:				* Date:	

Please complete the "Modification to Existing Vendor Records" section below if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

NC Office of the
State Controller
*Denotes a Required Field
This form Is to be
completed by the vendor.

STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM Modification to Existing Vendor Records



This form is to be completed by the vendor if one or more of the following have changed:

- 1. Change of remittance address.
- 2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
- 3. Change of Vendor Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Rei	mittance Address	1	CHANGE	TO: Remittance Add	ress	
*Address Line 1:			*Address			
Address Line 2:			Address Li	ne 2;		
City	*State	Zip (9 dlgit)	*City	*Stat	te *Zip (9	digit)
*County			*County			
				ou would like to receive y he <u>Vendor Electronic Pay</u>		ctronically, plea
Section 2:						
* CHANGE FROM: S	SN, or EIN, or ITIN		* CHANGE T	O: SSN, or EIN, or ITI	N	
(PRESS THE TAB KEY TO I	ENTER EACH NUMBER)		(PRESS THE	TAB KEY TO ENTER EACH N	iUMBER)	
Section 3:						
CHANGE FROM: Ver	ndor Name		CHANGI	E TO: Vendor Name		
*Legal Name:			Legal N	lame:	·	
Business Name/DB/ Name, if different fr		ity	I	Name/DBA/Disregal	-	
name, ii unierent ii	om regal Name:		i i i i i i i i i i i i i i i i i i i	different from Legal	Herric.	
*Printed Name:				*Printed Title:		
*Authorized U.S. Signature:			I		+ Date:	

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 - Taxpayer Identification

- 1. Taxpayer Identification Type. Check the type of Identification number provided in box 2.
- 2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

- 3. Dunn and Bradstreet Universal Numbering System (DUNS). Vendors are requested to enter their DUNS number, if applicable.
- 4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.
- 5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

- 6. Enter your Legal Address.
- 7. Enter your Remittance Address, if applicable. A Remittance Address is the location in which you or your entity receives business payments.
- 8. Enter the Contact Name.
- 9. Enter your Business Phone Number.
- 10. Enter your Fax Number, if applicable.
- 11. Enter your Email Address, if applicable.

For clarification on IRS Guidelines, see www.irs.gov

- 12. Entity Type. Select the appropriate entity type.
- 13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 The United States or any of its agencies or instrumentalities
- 3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 A corporation
- 6 A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 A real estate investment trust
- 9 An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10- A common trust fund operated by a bank under section 584(a)
- 11 A financial institution
- 12 A middleman known in the investment community as a nominee or custodian
- 13 A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,0001	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B The United States or any of its agencies or instrumentalities
- C A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G A real estate investment trust
- H A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I A common trust fund as defined in section 584(a)
- J A bank as defined in section 581
- K A broke
- L A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Attachment G

Office of the State Controller Return to: OSC Support Services Center

1410 Mail Service Center

Raleigh, NC 27699-1410

Email: osc.support.services@osc.nc.gov

Telephone: 919-707-0795



	Vendor	Liectronic	Pay	ment	For	'n
New	Add Req	uest				

*PHONE NUMBER:

☐ Change Update Existing Account

☐ Inactivate Existing Account *Denotes a required field

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

We require you to submit a copy of a voided check, bank statement, or a letter from your bank for account verification. *TAX ID # or SSN *PAYEE NAME *REMITTANCE ADDRESS (AS PRINTED ON SUITE/ROOM# STREET YOUR INVOICE) ZIP CODE CITY STATE *CONTACT NAME & TITLE PHONE NUMBER **NEW FINANCIAL INFORMATION** *FINANCIAL INSTITUTION NAME: *NAME ON ACCOUNT: ***NEW ROUTING NUMBER:** *NEW ACCOUNT NUMBER: Checking *ACCT TYPE: Savings *REMIT E-MAIL ADDRESS New add requests MUST include contact information for the state agency with which you are doing business. *Agency Contact Name: *Agency Name: *Agency Contact Email Address: *Agency Contact Phone Number: PRIOR FINANCIAL INFORMATION (only required for updates) 4.1 FINANCIAL INSTITUTION NAME: NAME ON ACCOUNT: **ROUTING NUMBER: ACCOUNT NUMBER:** Checking Savings REMIT E-MAIL ADDRESS ALL BOXES BELOW MUST BE REVIEWED AND CHECKED I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account. I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller. I have attached a copy of a current voided check, current bank statement or included a bank letter on bank letterhead. *PRINT NAME: *DATE:

*SIGNATURE:

<u>Instructions</u>

- 1. *Check the appropriate box at the top of the form:
 - New Add Request Vendor would like to begin receiving payments via ACH.
 - Change/Update Existing Account Vendor's account number, routing number, or remittance email address
 has changed.
 - Inactivate Existing Account Vendor no longer wants to receive payments via ACH.
- *Enter the vendor's Tax Identification Number or Social Security Number.
- 3. *Enter the Payee Name The name of the person or business receiving payment.
- 4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.
- 5. *Enter the vendor's contact name, title, and phone number.
- 6. Enter the vendor's financial information:
 - Financial Institution Name Name of the financial institution.
 - Name on Account The account owner's name.
 - Routing Number Nine-digit number identifying the financial institution.
 - Account Number The bank account number where the funds should be deposited.
 - Account Type Is this a checking or savings account? Check the appropriate box.
 - Remit E-mail address Enter the email address to which the remittance advices should be sent.
- 7. *For a new add request only, provide the following:
 - Agency Name The state agency the vendor is doing business with.
 - Agency Contact Name The vendor's contact person name at the state agency.
 - Agency Contact Email Address The contact person's email address at the state agency.
 - Agency Contact Phone Number The contact person's phone number at the state agency.

NOTE: New add requests MUST include contact information for the state agency with which you are doing business.

- 8. Prior Financial Information this is required if the vendor's bank account, routing number, or remittance email address has changed.
 - Financial Institution Name Name of the financial institution.
 - Name on Account The account owner's name.
 - Routing Number Nine-digit number identifying the financial institution.
 - Account Number The bank account number where the funds should be deposited.
 - Account Type Is this a checking or savings account? Check the appropriate box.
 - Remit E-mail address Enter the email address to which the remittance advices should be sent.
- 9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked otherwise the form will not be processed.
- 10. *Print Name Print the name of the authorized signee on the form.
 - *Date Date of signature.
 - *Signature The authorized signee's signature.
 - *Phone Number The authorized signee's phone number.

Return to: OSC Support Services Center
Address:
1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov

Please allow up to 30 days for processing.



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations

DATE: August 9, 2022

SUBJECT: Accept Grant Funding for Division of Soil & Water for StreamFlow Rehabilitation

Program (StRAP)

The Rowan Soil and Water Conservation has had up to \$313,972 in grant funding approved by the NC Department of Agriculture and Consumer Services Division of Soil and Water, for "StreamFlow Rehabilitation Program (StRAP)" under the Watershed Restoration Project. The funding agreement is effective from June 1, 2022, to December 31, 2024, with the option to extend if grantor and grantee mutually agree. The purpose of the project is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways.

Authorize the County Manager to accept funding up to \$313,972 in funding by signing the Contract #22-080-4125 "StreamFlow Rehabilitation Project."



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Chairman Greg Edds

DATE: August 3, 2022

SUBJECT: Recognition of Rowan Little League 8 & Under All Stars State Champions



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Shane Stewart DATE: July 29, 2022

SUBJECT: Public Hearing for Z 06-22: David Tucker

According to Rowan County Tax Assessor records, the existing structure located at 4725 Long Ferry Road Salisbury (Parcel 606-051) was built in 1985 and used as a convenience store until converted to office space in 2001. Planning Staff was not aware of the conversion, which likely was an interior upfit for the Rural Agricultural (RA) zoned property. In 2011, the Board of Commissioners approved a rezoning request from RA to Commercial, Business, Industrial with an accompanying Conditional District (CBI-CD) for a funeral home, which the applicant chose not to develop. In 2016, the Board of Commissioners approved a request from current property owner David Tucker to amend the CBI-CD zoning district to permit a grading and hauling business with up to five (5) trucks.

On behalf of Mr. Tucker, The Bogle Firm is requesting an amendment to the existing CBI-CD designation to accommodate a revision to their site plan to include a 2,240 sf addition for an existing heavy construction contractor business.

- 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 06-22

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	7/29/2022	Exhibit
Site Plan	7/29/2022	Exhibit
GIS Map	7/29/2022	Exhibit
Application	7/29/2022	Exhibit

DEPARTMENT OF PLANNING & DEVELOPMENT

JULY 29, 2022

STAFF CONTACT: SHANE STEWART

REZONING PETITION: Z 06-22: DAVID TUCKER



Request: Amend site plan for existing CBI-CD to allow 2,240 sf office addition for existing heavy construction contractor business

Parcel ID: 606-051

Location: 4725 Long Ferry

Rd. Salisbury

Lot size: .94 AC

Owner: David Tucker

Applicant: The Bogle Firm

Watershed: N/A

Floodplain: N/A

Existing Improvements:

2,720 sf office building

BACKGROUND According to Rowan County Tax Assessor records, the existing structure located at 4725

Long Ferry Road Salisbury (Parcel 606-051) was built in 1985 and used as a convenience store until converted to office space in 2001. Planning Staff was not aware of the conversion, which likely was an interior upfit for the Rural Agricultural (RA) zoned property. In 2011, the Board of Commissioners approved a rezoning request from RA to Commercial, Business, Industrial with an accompanying Conditional District (CBI-CD) for a funeral home, which the applicant chose not to develop. In 2016, the Board of Commissioners approved a request from current property owner David Tucker to amend the CBI-CD zoning district to permit a grading and hauling business with up to five (5) trucks.

On behalf of Mr. Tucker, The Bogle Firm is requesting an amendment to the existing CBI-CD designation to accommodate a revision to their site plan to include a 2,240 sf addition for an existing heavy construction contractor business.

PLAN DETAILS

According to the site plan provided, site details include:

- Location will be used as an office for accounting and estimating for a heavy construction land development and grading contractor.
- All company trucks / vehicles, heavy equipment, and material storage will be stored offsite.
- 2,240 sf office addition with handicap parking and building access accommodations.
- Minor improvement to SE parking area for a total of 17 spaces.
- Leyland Cypress tree buffer installed along the rear property line (either was not installed in 2016 or died).

CONFORMITY
WITH ADOPTED
PLANS / POLICIES

East Area LUP

- Located in Area 2.
- Proposals for

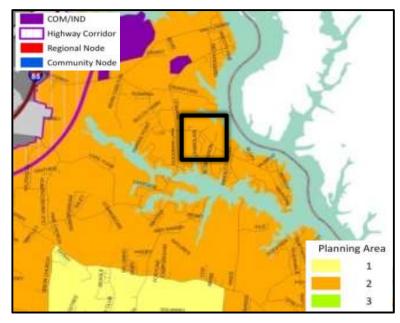
expansion of existing businesses that minimize conflict with surrounding residential uses through design standards or impact mitigation techniques are encouraged.

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 a rezoning request to a general district would be inappropriate and could not effectively be managed by the district's general development standards. As an alternative manner to evaluate such a request, a conditional district may propose specific development standards necessary to address anticipated impacts on surrounding properties and the county, establish consistency with adopted plans, and / or provide a clear understanding of the type and degree of future development allowed within the district. This can often be achieved by the commitment to a specific use or uses permitted in the conditional district, increased development standards, or site plan details, which are tailored to address the aforementioned objectives and sufficient to allow for an appropriate evaluation of the request. This voluntary procedure must be petitioned by the property owner or their authorized agent as a development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

COMPATIBILITY OF USES

Since this is an amendment to an existing CD, a use comparison table is not necessary.

CONDITIONS IN THE VICINITY

See Enclosed Map -

North

- 4685 LFR Mini-warehouse rezoned CBI-CD in 2005
- 4695 LFR Automotive repair rezoned CBI-CD in 2005
- Small cluster of houses along the 4600 Block of LFR
- o Bayridge Estates 9 lot residential subdivision developed in 1989
- 4590 LFR Millers Ferry Fire Department

South

- Chez Charolais Acres 56 lot residential subdivision / manufactured home park developed in 1994
- Cluster of houses along LFR

East

- 4798 LFR Residence on a predominantly wooded tract
- o Middle Oaks 11 lot residential subdivision developed in 1986

West

- Chez Charolais Acres
- o 70 acre cattle pasture between LFR and Goodman Lake Rd.

POTENTIAL IMPACT ON ROADS

Long Ferry Road (SR 2120) -

- Classified as a local road (major thoroughfare designation from Goodman Lake Road to N. Salisbury Av. in Spencer).
- Most recent Annual Average Daily Traffic (AADT) count collected in 2015 just east of Goodman Lake Rd. estimate 1,700 vehicle trips.
- This request should have minimal impact on roads.
- According to a previous staff report, the existing driveways were permitted by NCDOT and should not require any change for office use.

POTENTIAL IMPACT ON SCHOOLS

None.

The office is served by an on site- well and septic system. The addition will be subject to compliace with applicable Rowan County Environmental Health Standards.

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."

The Board of Commissioners must develop a statement of consistency / reasonableness describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest.

JULY **25TH, 2022** PLANNING BOARD MEETING Other than the applicant, no one spoke at the meeting. The Planning Board voted unanimously (5-0) to recommend approval as requested with no conditions subject to the below statement:

Planning Board Statement of Reasonableness / Consistency

"Z 06-22 is consistent with the East Area Land Use Plan and reasonable and appropriate based on the following: compatible with the surrounding area; the conversion from an office with onsite storage of heavy equipment for hauling and grading to just a larger office space will be a benefit to the neighbors because the removal of the heavy equipment and debris will clean up the site; it is an expansion of a current business and is better overall utilization of the property."

PUBLIC NOTICE

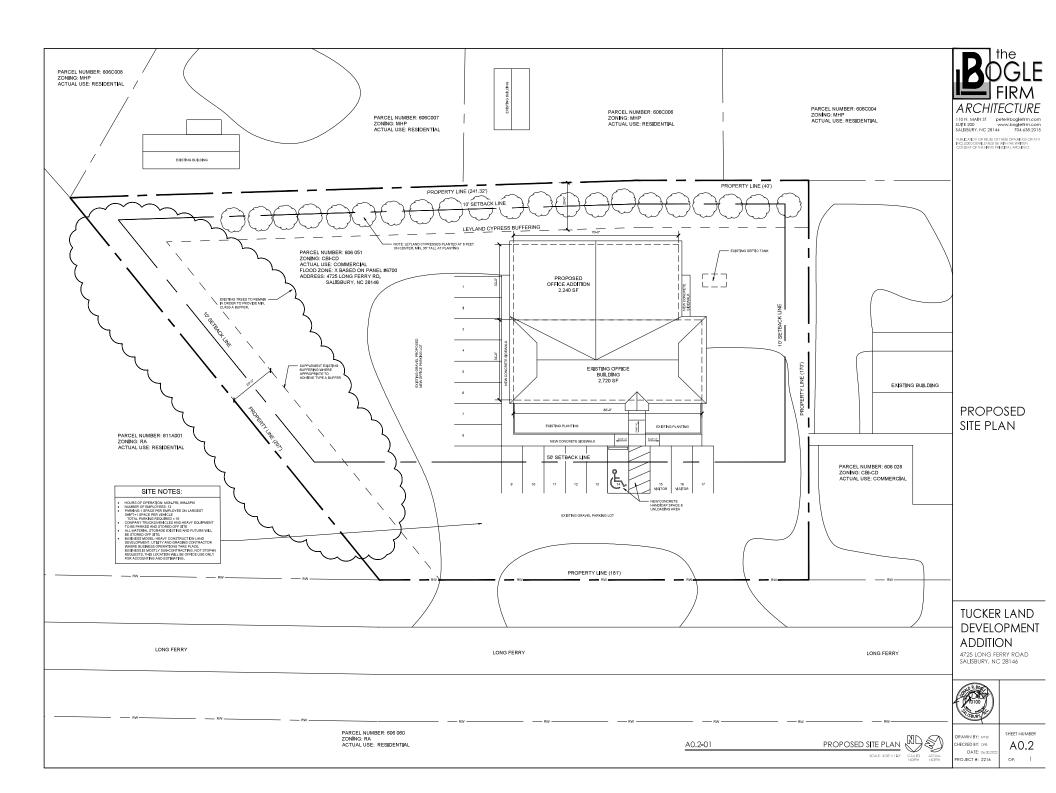
August 2nd – Letters mailed to five (5) adjacent property owners (within 100 feet of subject property).

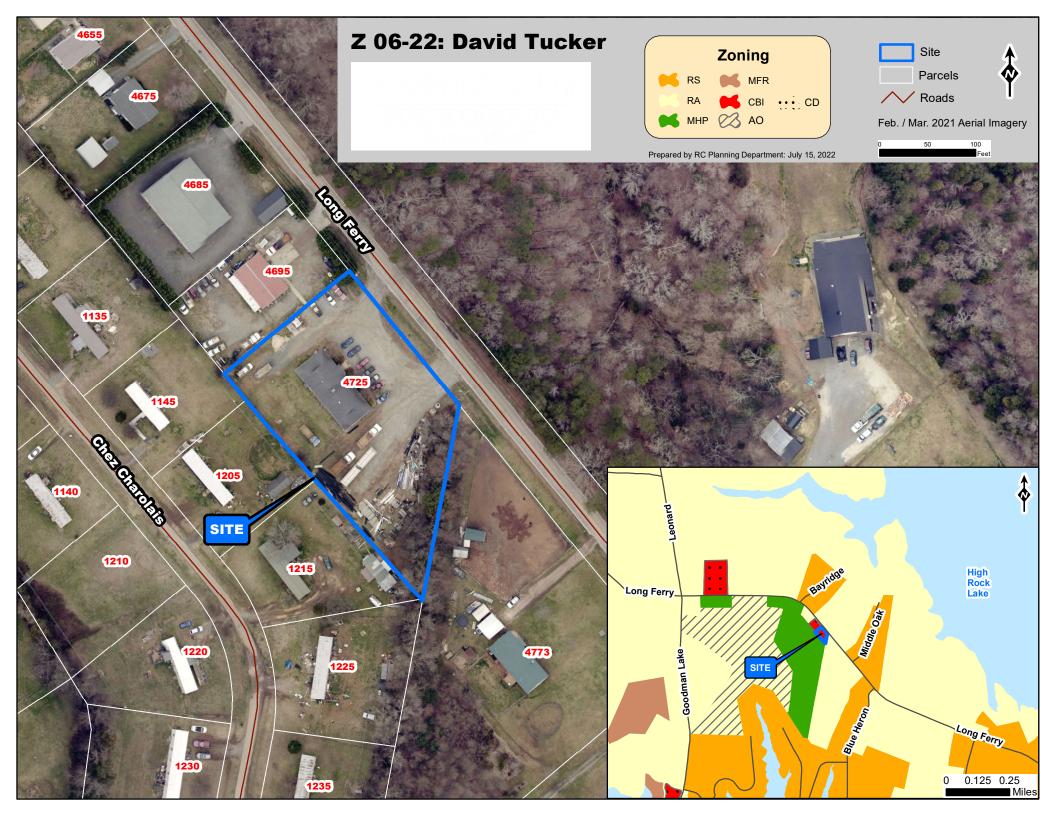
<u>August 2nd –</u> Sign posted on property.

<u>August 4th & 11th – Notice published in the Salisbury Post.</u>

Staff's primary concern is the use of the buffer area for material storage and the lack of vegetation or fencing adjacent to the residential uses. If approved, this will be verified at both the final building inspection and noted for a subsequent inspection thereafter. For added clarity, staff would recommend adding a condition of approval to specify:

1. Per site plan, all heavy equipment and construction material will be parked and stored off-site.







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 6-22
Date Filed	6/30/22
Received By	SAS
Amount Paid	\$300 00

Office Use Only

2-018253-2002

REZ	CONING APPLICATION —
OWNERSHIP INFORMATION:	
Name: DAvid Tucker	
Signature: Di D. 7-	2
Phone: 704.785.1593	- Control (1997) - Control (1997)
Address: 184 Blue Heron Rd,	Salisbury NC 28146
APPLICANT / AGENT INFORMA	ATION: Complete affidavit on back if non-owner
Name: The Bogle Firm, Pete B	ogle
Signature:	
Phone: 704.638.2015	
Address: 110 N Main St, Suite	200, Salisbury NC 28144
PROPERTY DETAILS:	
Tax Parcel(s): 606 051	Size (sq.ft. or acres): 1.06 ac
Property Location: 4725 Long F	erry Rd, Salisbury NC 28146
Current Land Use: CBI-CD	
	Deed Reference: Book 1290 Page 534
REQUEST DETAILS:	
Existing Zoning District CBI-CD	Requested Zoning District CBI-CD (same)
If requesting a conditional zoning dis	strict, list proposed use or uses:
Additional information enclosed rest	ricting the conditional use district? Yes No
Site plan containing information fror	m sec. 21-52 enclosed? Yes 🗸 No

AFFADAVIT OF OWNERTo be completed if applicant is not the property owner

I (We), David Tucker	, owner(s) of the within described
property do hereby request the proposed rezoning and h	nereby authorize the person listed below
to act as my (our) duly authorized agent in this matter.	
Signature(s): Di 15.7	
Date: 6/30/2022	
Name of Applicant / Agent: Pete Bogle, The Bogle Fir	m
Address: 110 N Main St, Suite 200, Salisbury NC 2814	4
Phone Number: 704.638.2015	
APPLICANT(S) / AGENT(S) THAT WHILE THIS ALL CONSIDERED AND REVIEWED, THE BURDEN OF WITH THE ABOVE NAMED APPLICANT WHETH OWNER'S AGENT.	F PROVIDING ITS NEED RESTS
	blic for said County and State, do hereby
certify that pers	onally appeared before me this day and
acknowledged the due execution of the foregoing instru	ment.
My commission expires July 31, 20 2	Notary Public Cumberland County
OFFICIAL USE O	ONLY
1. Signature of Rezoning Coordinator: Courtesy Hearing: 7/85/82 3. Notifications Mailed:	Denied <u>0</u> 6. Board of Commissioners 2 /22 8. Property Posted:



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin, Planner

DATE: 8/5/2022

SUBJECT: Consider PE 04-22

Mikey Wetzel is requesting a permit to exceed the noise ordinance "to have a live band play music on a pontoon boat with a floating platform near 'Goat Island' on High Rock Lake" on Sunday, August 21st between 2:00 PM and 5:00 PM and Sunday, August 28th between 2:00Pm and 5:00PM(see enclosed map for additional reference). The August 28th date would only be used if weather prevents the event from taking place on the 21st. Mr. Wetzel indicated the boat would be positioned off the western side of the island with speakers directed towards the island.

Approve / Deny / Table PE 04-22

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	8/4/2022	Cover Memo
Application and map	8/4/2022	Cover Memo
GIS Map	8/4/2022	Cover Memo
Email from Sheriff	8/4/2022	Cover Memo

Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144 Phone: (704) 216-8588

www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners

FROM: Aaron Poplin; Planner

DATE: August 5, 2022

Be an original.

RE: **PE 04-22; Mikey Wetzel**

SUGGESTED BOARD OF COMMISSIONERS ACTION

Receive staff report	☐ Receive public comments
Discuss request \square	Approve / Deny / Table PE 04-22

REQUEST

Mikey Wetzel is requesting a permit to exceed the noise ordinance "to have a live band play music on a pontoon boat with a floating platform near 'Goat Island' on High Rock Lake" on Sunday, August 21st between

2:00 PM and 5:00 PM and Sunday, August 28th between 2:00PM and 5:00PM(see enclosed map for additional reference). The August 28th date would only be used if weather prevents the event from taking place on the 21st. Mr. Wetzel indicated the boat would be positioned off the western side of the island with speakers directed towards the island.

According to Section 14-10 of the Noise Ordinance, "It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet."

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a "permit to exceed" when the event is open to the public.

APPLICATION REVIEW

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application.

Finding: Planning Staff received the application on July 28th for consideration on August 15th. Adjoining property notices were mailed on August 5th for the BOC meeting.

2. The nature of the requested activity.

Finding: The described event would be a unique opportunity for the boating public to enjoy live music on the open waters of High Rock Lake. The applicant is proposing to mitigate the noise impacts on the area by positioning the speakers to direct sound toward the island and having the event between the hours of 2:00 PM and 5:00 PM.

3. Previous experience with the applicant.

Finding: Mikey Wetzel held a similar live music event in the same location back in 2019.

4. The time of the event.

Finding: The event will take place August 21st or August 28th from 2:00 PM until 5:00 PM.

5. Other activities in the vicinity of the proposed event.

Finding: None to knowledge.

6. Frequency of the event.

Finding: This is a one time event. The applicant has received a permit to exceed for a similar event three years ago, but no future events have been proposed at this time.

7. Cultural or social benefits of the proposed event.

Finding: The applicant is anticipating 500 attendees around the island, which, according to the applicant, is a common area of the lake where large numbers of people gather on weekends. Most events associated with permit to exceed requests are associated with a non-profit or contain a fundraising element for a specific cause.

8. The effect of the activity on any adjacent residential area.

Finding: According to emergency services staff, this area is accustomed to a significant gathering of boaters with 100-200 people on many weekends. Staff reached out to Rowan County Emergency Management, NC wildlife, and the Sherriff's department to see if they had any concerns. None of these agencies expressed concern with the event or recalled issues with the last time the applicant hosted an event in this location. In addition to the above, staff requested the applicant contact Cube Hydro regarding their plans.

9. Previous violations, if any, by the applicant.

Finding: None.

10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

Finding: Staff mailed notice to owners of 113 parcels located along the shoreline nearest the event on August 5th (see map).

STAFF COMMENTS

Assuming there are no complications with Cube Hydro, this request meets all standards for approval.



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 #	PE 04-22
Date Filed	7/28/22
Received By	SAT
Amount Paid	\$50 00 ck#5309

Office Use Only

PE-018391-2022

PL -018311 20-
PERMIT TO EXCEED NOISE ORDINANCE APPLICATION
OWNERSHIP INFORMATION:
Name: Miter Wetzel
Signature: M
Phone: 704-267-006/ Email: m. key, wetzel@pmail.com
Address: $\gamma/3$
APPLICANT / AGENT INFORMATION:
Name: Mikey Wetzel
Signature:
Phone: 704-267-0061 Email: mikey.wetzel@gmail.com
Address: 425 Sunset Pointe Dr, Salisbury NC 28146
PROPERTY DETAILS:
Tax Parcel: n/a Size (sq.ft. or acres): 1 acre
Location of Event: High Rock Lake, in vicinity of "Goat Island"
Current Land Use: Public recreation Zoning District:
PURPOSE:
State Purpose of Request:
Free concert with live (amplified) music for boaters on High Rock Lake.
The band will play on a floating stage anchored near "goat island"
8/28/22 AMON
Date(s) of event: 8/21/22 or 8/31/22 Begin Time: 2 pm End Time: 5 pm
Anticipated Number of Attendees: 500

SITE PLAN:

This is a repeat of a successful event we did back in 2019: a free show with live music, open to the public, on High Rock Lake . We'll put a floating stage (either a floating section of a pier, or stripped pontoon boat) out near "Goat Island" (which is on the Rowan County side of the lake, near Goodman Lake Rd.), and anchor it with pontoon boats. The stage will host a live, full band, with guitar, singer, drum kit, and amplified sound. The event will be on a Sunday, and the band will play from 2-5pm. The music is popular radio songs, country and classic rock, and is all-ages, family-friendly.

The area is chosen because this is already a popular area for people to park boats, tie-up, and listen to (sometimes loud) music. To dumb down our event, we are just controlling the music. The people will already be there, but will word-of-mouth, it's anticipated this event will easily benefit over 500 people. The area, between Goat Island and the lake shore to the WSW, is almost entirely surrounded by undeveloped land. To be respectful of the one resident in the vicinity (1500 feet to the SSE) of the island, the event is being held on a Sunday afternoon. (And again, is family friendly.)

Speakers will direct amplified music both towards and away from the island. The one issue we had in 2019 was that the bulk of people in attendance were on boats behind the stage and could not hear the music. Music will not be directed to the one residence (to the SSE), but rather to the WSW, 90 degrees orthogonal.

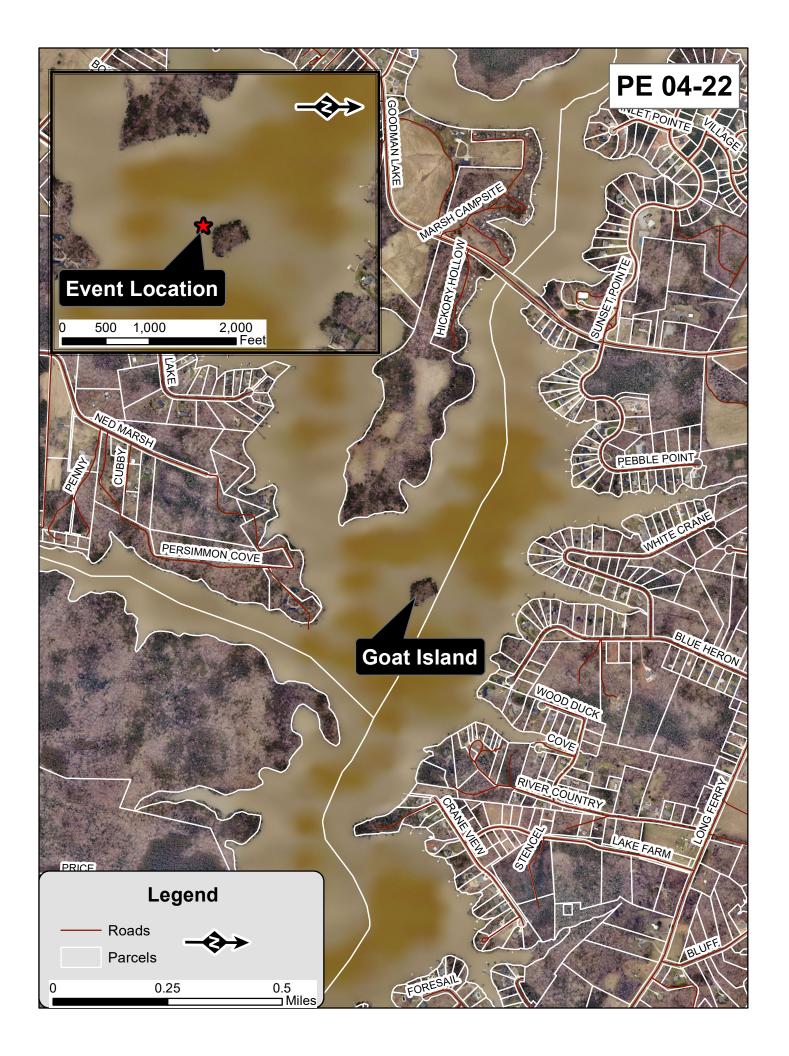
The organizer aims to make this a safe event and is asking the NC Wildlife and Rowan County Rescue Squad to again provide on-water support as they did in 2019.

Please see attached map.

A OFFICIAL USE ONLY				
1. Signature of Coordinator:			2. Board of Commissioners	
Meeting: 8 / 15 / 22 3.	Notifications Mailed:/ /	4.	Property Posted:	
/	Commissioners Action: Approved		Denied 6. Date Applicant	
Notified://				

Map of event. The Yellow rectangle represents the floating stage. The yellow lines indicate how speakers will direct music outward from the stage. The only house in the area is the lower right, about 1500 feet away. The rest of the shore is undeveloped.





Stewart, Shane A.

From: Auten, Kevin

Sent: Thursday, July 28, 2022 12:20 PM

To: Stewart, Shane A.; 'jrfox@carolina.rr.com'; Cress, Allen; scott.strickland@ncwildlife.org

Subject: RE: Mikey Wetzel Concert near Goat Island on High Rock Lake

To my knowledge this event did not cause any issues when it was held in 2019. The Sheriff's Office does not see any reason to dent this permit.

Sheriff Kevin L. Auten

From: Stewart, Shane A. <Shane.Stewart@rowancountync.gov>

Sent: Thursday, July 28, 2022 12:10 PM

To: Auten, Kevin <Kevin.Auten@rowancountync.gov>; 'jrfox@carolina.rr.com' <jrfox@carolina.rr.com>; Cress, Allen

<allen.Cress@rowancountync.gov>; scott.strickland@ncwildlife.org
Subject: Mikey Wetzel Concert near Goat Island on High Rock Lake

Gentlemen

Mikey Wetzel is proposing a planned music event near Goat Island on a floating dock in High Rock Lake for boaters. He was approved for a noise permit by the County Commissioners back in 2019 for an event on June 23rd and will be requesting another at the Commissioners August 15th meeting for an event on August 21st or, if rained out, August 28th. Please let me know if you have any comments you would like shared with the Commissioners based on experience with the 2019 event.

Scott

I am not certain if you are the appropriate staff contact or not but Mr. Wetzel worked with NC Wildlife staff back in 2019 along with Cube Hydro regarding the event. Mr. Wetzel stated he left a voicemail to staff regarding event.

Thank You



Shane Stewart | AICP, CFM
Assistant Planning Director
Rowan County Planning & Development
402 N. Main St. | Suite 204 | Salisbury, NC 28144
P (704) 216-8588



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church

DATE: August 3, 2022

SUBJECT: Presentation By ADW Architects Regarding Ag Center at West End Plaza

ATTACHMENTS:

DescriptionUpload DateTypeWest End Plaza Ag Center Presentation8/5/2022Cover Memo

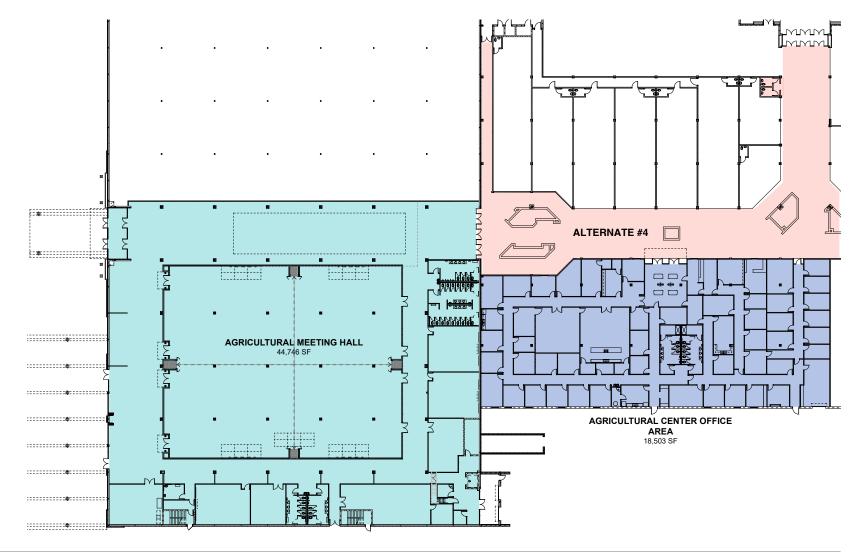
WEST END PLAZA AGRICULTURAL CENTER RENOVATIONS SALISBURY, NC Concept Design | August 2022 R•WAN C•UNTY NORTH CAROLINA Be an original. adwarchitects environmentsforlife.

Interior Views

Alternate 4



Overall Plan View

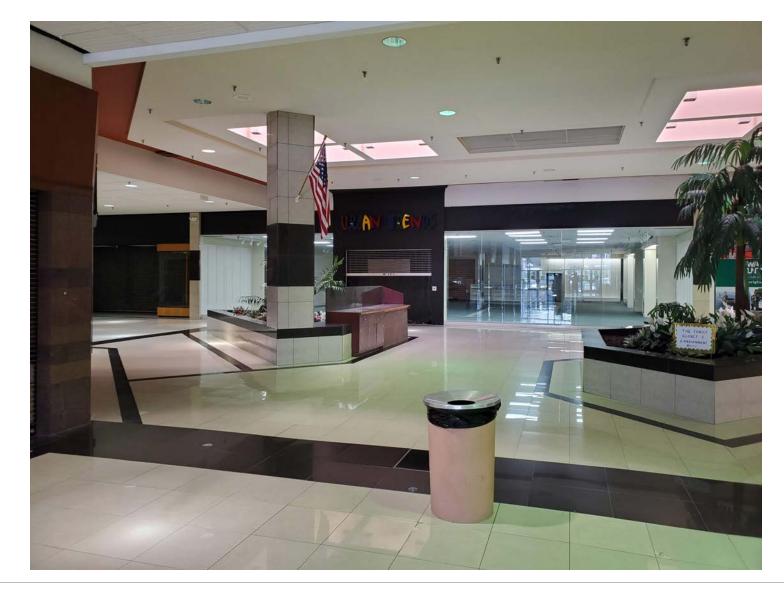


AGRICULTURAL CENTER OFFICE AREA	18,503 SF
AGRICULTURAL MEETING HALL	44,746 SF
TOTAL	63,249 SF

adwarchitects environmentsforlife.



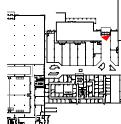
BEFORE





AFTER

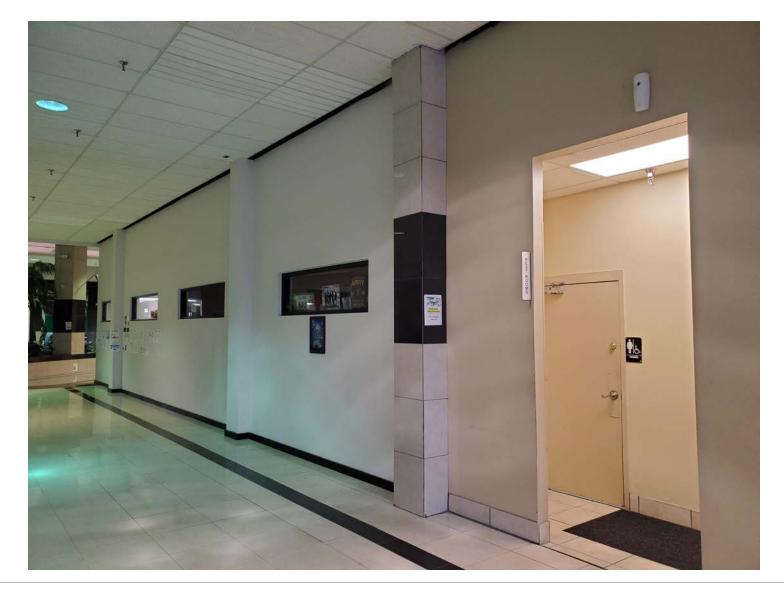




adwarchitects environmentsforlife

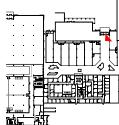


BEFORE

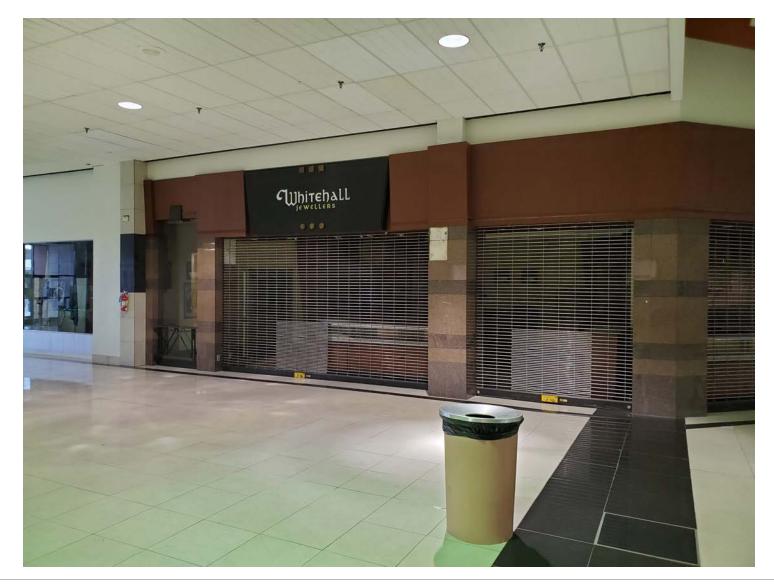








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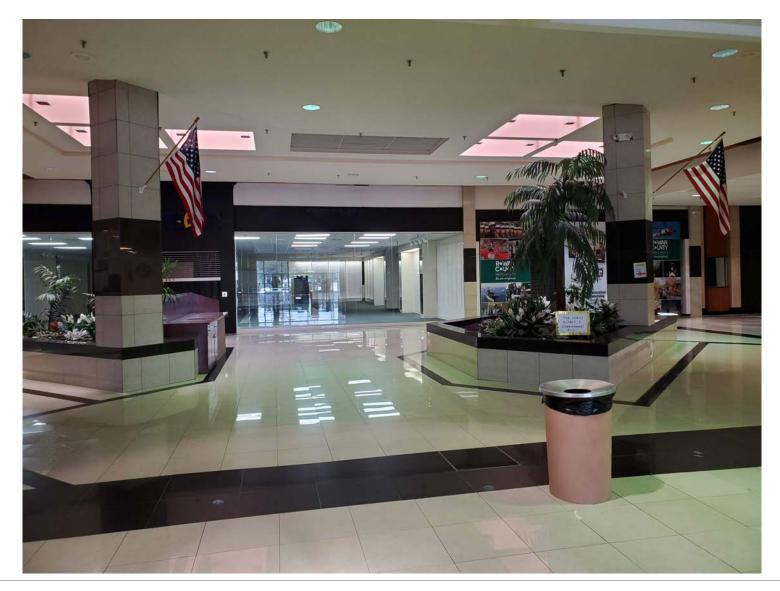




adwarchitects environmentsforlife.



BEFORE







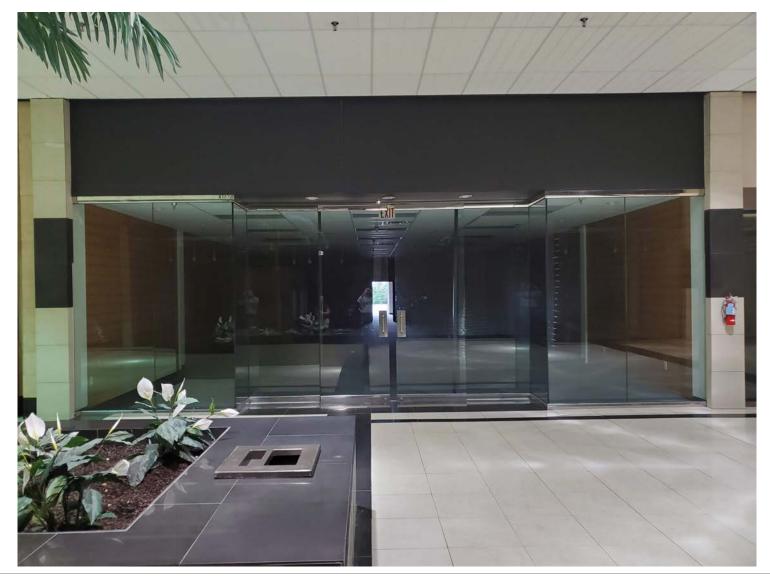








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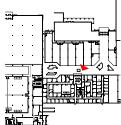




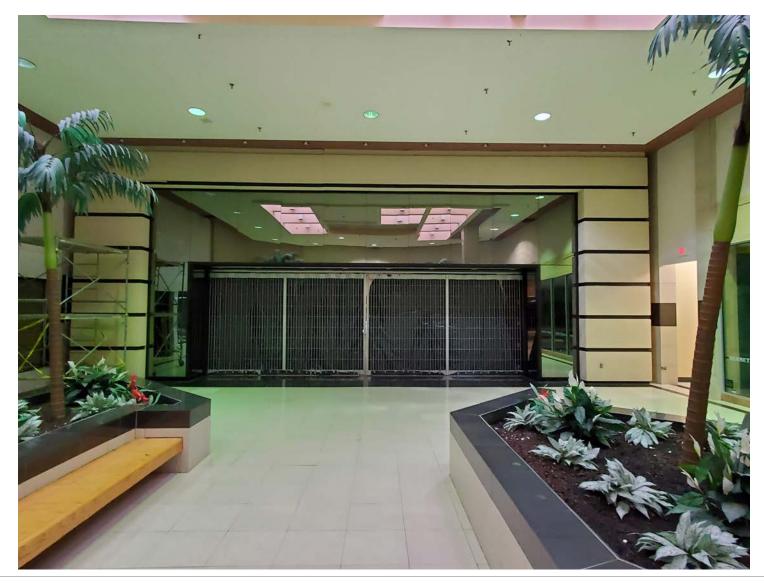


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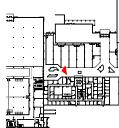






AFTER









Projected Timeline

Construction Documents Start

100% Construction Documents Early September 2022

County Permit & Dept. of Insurance Review Period Early September 2022

Respond to County & Dept. of Insurance Review Comments

October 2022

Anticipated Date for Bid Advertisement Mid September 2022

Anticipated Date for Receipt of Bids Mid October 2022

Bid Analysis, Contractor Contract

Late October 2022

Approval and Notice to Proceed given to Contractor

Anticipated Start Construction November 2022

Anticipated Construction Completion Date December 2023





COST ESTIMATE COMING AUGUST 12TH





Health Department



Building Program

Minimum Base Building or Floor Area (Current)

Rowan County Health Department Final Space Needs Summary

Rooms Room Size

Area (s.f.)

04/05/22

Notes

Shared Use Space				
Public Entry Lobby / Vestibule	1	20 x 40	800	
Men / Women Restrooms	1	24 x 25	600	
Break Room (kitchenette, vending, tables/chairs)	1	18 x 30	540	
Toilets	2	7 x 8	112	adjacent to break room
File / Record Storage	1	22 x 24	528	
Workroom / Mail Room	1	16 x 26	416	
Electrical	1	10 x 18	180	
IT Rooms	2	8 x 10	160	
*Conference Room (Seating 85)	1			Shared with Agricultural Meeting Area
*Community Room w/ Kitchen	1	25 x 33		Shared with Agricultural Meeting Area
*Community Room Storage	1	8 x 18		Shared with Agricultural Meeting Area
Miscellaneous Circulation, Walls, Etc. (30%)			1000.8	
Shared Use Space Subtotal			4,337	
<u>Dental</u>				/A for space relationships to other dept's
Sub Lobby Waiting Area	1	16 x 22	352	
Reception / Front Office	1	10 x 12	120	
Copy / Workroom	1	10 x 12	120	located near front office & close to chart
Chart / Storage Room	1	12 x 14	168	charts, dental / office supplies, toys
Private Office (Dentist)	1	10 x 12	120	
Operatory	3	11 x 12	396	(operative, prophy, ER's) no windows
Operatory (larger room)	2	11 x 15	330	(operative, prophy, ER's) no windows
Restrooms	2	7 x 8	112	1 staff + 1 patient
Nitrous Room	1	5 x 6	30	
Compressor / Vacuum Room	1	5 x 6	30	
Central Sterilization	1	7 x 9	63	
Pano Room	1	7 x 8	56	panoramic radiograph (Panorex)
Conference Room / Post Op Instruction Room	1	12 x 14	168	6 people
Private Office (Office Manager)	1	12 x 14	168	Future
Operatory	1	11 x 12	132	Future
*Breakroom (see shared use)				
*Public Restrooms (see shared use)				
Miscellaneous Circulation, Walls, Etc. (30%)			710	
Dental Subtotal			3,075	
WIC (Women, Infants & Children)				N/A for space relationship to other dept's
Waiting Area	1	14 x 26	364	with TV
Reception / Front Office	1	9 x 16	144	
Private Office (WIC Director)	1	12 x 18	216	
Private Office (WIC Office Supervisor)	1	12 x 14	168	
Private Offices (Office Assistants and Nutritionists)	9	10 x 12	1,080	
Workroom / Record Storage	1	8 x 16	128	
Copy Room	1	8 x 9	72	
Multi-purpose - Nutrition Education Classroom / Conference	1	25 x 35	875	staff training / meeting - 25 people
Filing Cabinet Storage	1	10 x 20	200	current and terminated client files
Storage Room	1	10 x 20	200	breast pumps, formula etc.
Storage Room	1	4 x 10	40	education materials

,	_	10 X 12	240	Tatale to to years
Private Offices (Office Assistants and Nutritionists) *Breakroom (see shared use)	2	10 x 12	240	Future 10-15 years
*Public Restrooms (see shared use)				
Miscellaneous Circulation, Walls, Etc. (30%)			1214	
WIC Subtotal			5,623	
Finance / Administration				
Reception / Front Office	1	16 x 24	384	Includes 4 work spaces
Private Office (Health Director)	1	12 x 20	240	
Private Office (Future Assistant Health Director)	1	12 x 14	168	
Private Office (Financial Services Supervisor)	1	12 x 14	168	
Private Office (Office Supervisor)	1	12 x 14	168	
IT Support Specialist	1	10 x 12	120	
IT Support Storage Area	1	15 x 25	375	
Server Room	1	12 x 16	192	
Medical Records	1	10 x 16	160	Includes 2 work stations
Medical Storage	1	10 x 12	120	
Staff Restroom	1	7 x 8	56	
Conference Room	1	12 x 16	192	8 people
*Breakroom (see shared use)				
*Public Restrooms (see shared use)				
Miscellaneous Circulation, Walls, Etc. (30%)			703	
Finance/ Administration Subtotal			3,046	
Health Education			Located ned	ar Environmental Health & Admin., Finance
Private Office (Health Education Specialist)	1	10 x 12	120	
Private Office (Health Education Program Manager)	1	12 x 14	168	
Private Office (Public Health Associate)	1	10 x 12	120	
Private Office (Port Peer Support Specialist)	1	10 x 12	120	
Private Office (Harm Reduction Coordinator)	1	10 x 12	120	
Private Office (Eye Specialist)	1	10 x 12	120	
Private Office (Lifestyle Medicine Program Coordinator)	1	10 x 12	120	
Private Office (Healthy Rowan Program Coordinator)	1	10 x 12	120	Future
Private Office (Community Health Coordinator)	1	10 x 12	120	Future
Workroom / Copy Room	1	12 x 14	168	
Storage	1	12 x 15	180	store Narcan temp. control / work materials
Conference Room	1	12 x 17	204	10 people
*Breakroom (see shared use)				
*Public Restrooms (see shared use)				
Miscellaneous Circulation, Walls, Etc. (30%)			504	
Health Education Subtotal			2,184	





Building Program

Bullaing Program				
Care Management				Located near personal health / clinical dep
Reception / Secretary	1	10 x 12	120	
Private Office (Social Work Manager)	1	12 x 14	168	
Private Office (Assistant IV)	1	10 x 12	120	located near manager offic
Private Offices (Social Workers + 1 RN)	9	10 x 12	1,080	
Private Offices (Health Beginnings Coordinator + 1 Staff)	2	10 x 12	240	
Open Office (Intern / Volunteer from Colleges)	1	8 x 8	64	
Library Resource / Conference Room	1	14 x 20	280	12 people
Care Management – Interview Rooms	2	8 x 10	160	
Workroom / Copy Room	1	12 x 14	168	laminator, printer copy machin
Storage Room	1	15 x 25	375	car seats, cribs, diapers, blankets etc
*Breakroom (see shared use)				
*Public Restrooms (see shared use)				
Etc. (30%)			833	
Care Management Subtotal			3,608	
Personal Health / Clinical				
Waiting Area	1	12 x 50	600	
Reception Area	1	10 x 18	180	
Exam Rooms	20	10 x 12	2,400	includes 2 negative pressure room
Exam Rooms	2	10 x 12	240	eye, height and hearing screen
Webinar Conference Rooms	2	10 x 12	240	
Interview Room	1	10 x 12	120	
Nursing Stations	3	14 x 20	840	includes storage
Immunization Clinic and Storage	1	22 x 30	660	
Clinic Supply Storage	3	6 x 16	288	
BT Supply Storage	1	5 x 12	60	
Storage Room	1	12 x 15	180	
Private Office (Nursing Director)	1	12 x 14	168	
Private Offices	7	10 x 12	840	
Private Offices (Communicable Disease & Maternal Health)	2	12 x 18	432	
Open Offices	8	8 x 8	512	workstations for clinic nurses & nurse prac
Restrooms	8	7 x 8	448	
Pharmacy Main	1	15 x 20	300	accessible to clinic are
Pharmacy Clinic	1	7 x 8	56	
Laboratory	1	14 x 30	420	Located near clinic area central to corridor
Laboratory Blood Draw Area	1	11 x 14	154	
Laboratory Waiting Area	1	10 x 30	300	
Laboratory Restroom	2	7 x 8	112	
Family Health Services Waiting	1	14 x 38	532	
Account / Check Out Waiting Area	1	10 x 15	150	
Prenatal / Immunizations Waiting Area	1	12 x 30	360	
Prenatal / Immunizations Receptionist Area	1	8 x 10	80	
FHS Receptionist Area	1	8 x 14	112	
Billing Receptionist	1	14 x 20	280	
Private Offices (Personal Health Service + Reception Area)	5	10 x 12	600	
Workroom (Personal Health Area)	1	12 x 14	168	
*Breakroom (see shared use)		12 7 17	100	
*Conference Rooms (see shared use)				
*Public Restrooms (see shared use)				
Miscellaneous Circulation, Walls, Etc. (30%)			3316	
Personal Health Subtotal			14.368	
			2.,500	
Environmental Health				
Waiting Area	1	10 x 16	160	8 seats, table, transaction window/counte
Open Offices (Supervisor IV & Assistant III)	2	8 x 10	160	
Private Office (Environmental Health Manager)	1	12 x 18	216	
Open Offices (Food Lodging & Institution)	5	8 v 8	320	TV manitor for plan with office cubicle

TV monitor for plan with office cubicles

Open Offices (On-site Wastewater)	6	8 x 8	384	TV monitor for plan with office cubicle
Conference Room	1	14 x 20	280	13 people
Copy Room	1	8 x 9	72	
Mud Room	1	6 x 8	48	
Staff Restroom	1	7 x 8	56	
Storage Room (Food, Lodging & Institution)	1	8 x 10	80	
Storage Room (On-site Wastewater)	1	8 x 10	80	
Storage Room (Administration)	1	20 x 30	600	located behind supervisor & assistan
Storage Room (PPE)	1	5 x 8	40	
Breakroom	1	12 x 18	216	5.4.540
Open Offices (Operation & Maintenance Program) Open Offices (On-site Wastewater)	2	8 x 8 8 x 10	128 160	Future 5-10 years Future 5-10 year
Open Offices (Food, Lodging & Institution)	2	8 x 10 8 x 10	160	Future 5-10 year Future 5-10 year
Open Offices	4	8 x 10	320	Future 10-15 year
*Public Restrooms (see shared use)	7	0 X 10	020	rature 10 13 year
Miscellaneous Circulation, Walls, Etc. (30%)			814	
Environmental Health Subtotal			4,134	
Department Subtotals				
Shared Use Space Subtotal				4,337
Dental Subtotal				3,075
WIC Subtotal				5,623
Finance / Administration Subtotal				3,046
Health Education Subtotal				2,184
Care Management Subtotal				3,608
Care management Subtotal				3,000

Existing Total Building Floor Area	25,775	
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Personal Health / Clinical Subtotal

Proposed Total Building Floor Area

Environmental Health Subtotal





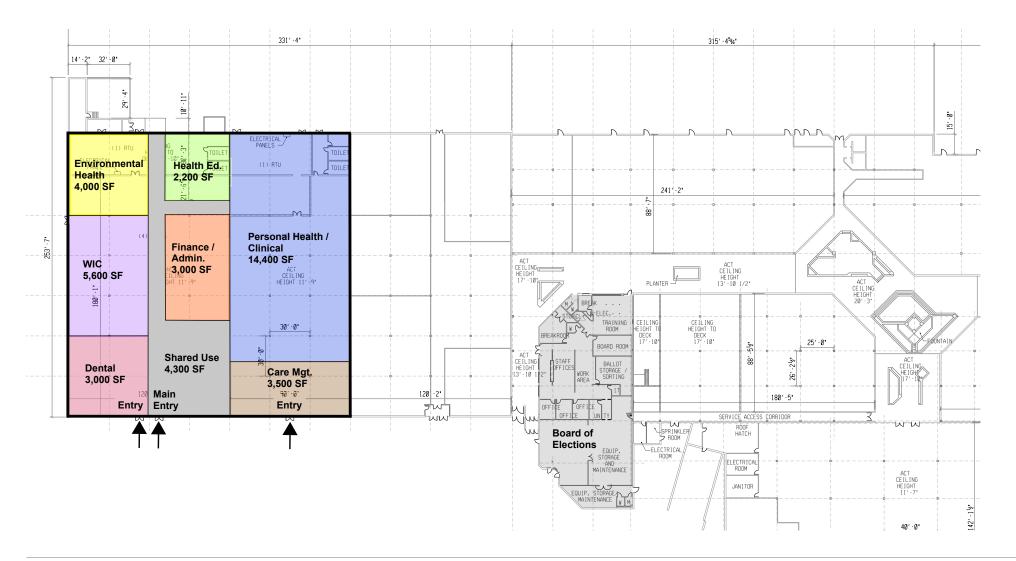
14,368

4,134

40,372

Open Offices (Food, Lodging & Institution)

Overall Floor Plan









ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director of Grants Administration/Gov't Relations

DATE: 8/5/2022

SUBJECT: Request Approval to Submit Lease Proposal to USDA RFL

The United States Department of Agricultural has published a Request for Lease Proposal for office space located in Rowan County. The county requests approval to propose space in the West End Plaza. The proposal process will take several weeks to months to negotiate lease rates, terms, and other details with the USDA, and will involve input from appropriate county staff. The USDA requires an initial lease proposal in order to begin this process.

The county has received an extension to submit the initial lease proposal. The new deadline to submit is August 16, 2022.

I respectfully request approval to submit an initial lease proposal to the USDA in response to the RFL No. 57-37159-22-FA.

Recommendation: Approve the Office of the County Manager to submit an initial lease proposal in response to USDA RFL No. 57-37159-22-FA.

ATTACHMENTS:

DescriptionUpload Date
USDA Request for Lease Proposals No.

57-37159-22-FA. 8/5/2022 Cover Memo

USDA REQUEST FOR LEASE PROPOSALS NO. 57-37159-22-FA Rowan County Salisbury, NC

Offers due by 08/02/2022

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 17:00 EST on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163

GLOBAL RLP GSA TEMPLATE R100 (10/21) FPAC Edits 4.1.2022

TABLE OF CONTENTS

GLOBAL	RLP	1
SECTION	I 1 STATEMENT OF REQUIREMENTS	1
1.01	GENERAL INFORMATION (OCT 2020)	
1.02	AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016)	1
1.03	AREA OF CONSIDERATION (OCT 2021)	2
1.04	UNIQUE REQUIREMENTS (OCT 2021)	
1.05	INTENTIONALLY DELETED	
1.06	LIST OF RLP DOCUMENTS (OCT 2021)	2
1.07	AMENDMENTS TO THE RLP (JUN 2012)	2
1.08	LEASE DESCRIPTION (OCT 2021)	2
1.09	RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)	3
1.10	PRICING OF SECURITY REQUIREMENTS (OCT 2016)	3
1.11	SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)	3
1.12	INSPECTION—RIGHT OF ENTRY (OCT 2021)	3
1.13	AUTHORIZED REPRESENTATIVES (OCT 2020)	4
1.14	INTENTIONALLY DELETED	4
1.15 STANL	NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE DARD (OCT 2020)	4
1.16	UNIQUE ENTITY IDENTIFIER (OCT 2021)	4
SECTION	I 2 ELIGIBILITY AND PREFERENCES FOR AWARD	_
2.01	EFFICIENCY OF LAYOUT (AUG 2011)	
2.02	FLOOD PLAINS (OCT 2021)	
2.03	SEISMIC SAFETY – MODERATE SEISMICITY (OCT 2021)	
2.04	INTENTIONALLY DELETED	
2.05		6
2.06	ASBESTOS (OCT 2021)	6
2.07	ACCESSIBILITY (SEP 2013)	
2.08	FIRE PROTECTION AND LIFE SAFETY (SEP 2013)	
2.09	ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2021)	
2.10	ENVIRONMENTAL CONSIDERATIONS (SEP 2013)	
2.11	DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)	
2.12	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2020)	9

SECTION	3 HOW TO OFFER	10
3.01	GENERAL INSTRUCTIONS (JUN 2012)	10
3.02	RECEIPT OF LEASE PROPOSALS (OCT 2021)	10
3.03	PRICING TERMS (OCT 2021)	10
3.04	BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)	11
3.05	INTENTIONALLY DELETED	11
3.06	ADDITIONAL SUBMITTALS (OCT 2021)	11
3.07	TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)	14
3.08	INTENTIONALLY DELETED	14
3.09	INTENTIONALLY DELETED	14
3.10	INTENTIONALLY DELETED	14
3.11	OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)	14
3.12	INTENTIONALLY DELETED	14
SECTION	4 METHOD OF AWARD	15
4.01	NEGOTIATIONS (JUN 2012)	15
4.02	HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)	15
4.02 4.03	HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015) AWARD BASED ON PRICE (JUN 2012)	
	•	15
4.03	AWARD BASED ON PRICE (JUN 2012)	15 15
4.03 4.04	AWARD BASED ON PRICE (JUN 2012) INTENTIONALLY DELETED	15 15 15
4.03 4.04 4.05	AWARD BASED ON PRICE (JUN 2012) INTENTIONALLY DELETED INTENTIONALLY DELETED	15 15 15
4.03 4.04 4.05 4.06	AWARD BASED ON PRICE (JUN 2012) INTENTIONALLY DELETED INTENTIONALLY DELETED INTENTIONALLY DELETED	15 15 15 15 15
4.03 4.04 4.05 4.06 4.07	AWARD BASED ON PRICE (JUN 2012) INTENTIONALLY DELETED INTENTIONALLY DELETED INTENTIONALLY DELETED INTENTIONALLY DELETED	15 15 15 15 15
4.03 4.04 4.05 4.06 4.07 4.08	AWARD BASED ON PRICE (JUN 2012) INTENTIONALLY DELETED INTENTIONALLY DELETED INTENTIONALLY DELETED INTENTIONALLY DELETED INTENTIONALLY DELETED	15 15 15 15 15 16
4.03 4.04 4.05 4.06 4.07 4.08 4.09	AWARD BASED ON PRICE (JUN 2012)	15 15 15 15 16 16

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (OCT 2020)

- A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Lease described in the RLP documents. The Government will evaluate proposals conforming to the RLP requirements in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.
- B. Included in the RLP documents is a lease template setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.
- C. Do not attempt to complete the lease template. Upon selection for award, USDA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 into the lease and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).
- D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016)

- A. The Government is seeking a minimum of **3,647** to a maximum of **3,829** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF), yielding no more than **4,376** Rentable Square Feet (RSF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.
- B. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO. If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences.
- C. The Government requires **0** structured/inside parking spaces and **0** surface/outside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration. The Government also requires that **26** additional non-reserved spaces, either at the leased Premises or no more than one-quarter (1/4) mile from the leased Premises. Offeror shall include the cost of this parking as part of the rental consideration.
- D. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.
- E. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). If the Government chooses to provide vending facilities, the Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.
- F. The lease term shall be **20** Years, **5** Years Firm, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **120** days' prior written notice.
- G. The Lease Term Commencement Date will be on or about 31DEC2022, or upon acceptance of the Space, whichever is later.

1.03 AREA OF CONSIDERATION (OCT 2021)

The Government requests Space in an area bounded as follows:

North: 70 and Statesville Blvd to Bringle Ferry
South: I-85 exchange at Bringle Ferry to Hwy 52
East: Airport Rd to Hwy 52 interchange
West: Majolica Rd to Airport Rd @ Hwy 150

Buildings with Property boundary(ies) on the boundary streets are deemed to be within the delineated Area of Consideration.

1.04 UNIQUE REQUIREMENTS (OCT 2021)

The offered Building and/or Property must have the following features as a minimum requirement:

- A. Secured wareyard for 10 government vehicles.
- B. 240 sqft of exterior storage
- C. Refer to Exhibit B Agency Specific Agreements

1.05 INTENTIONALLY DELETED

1.06 LIST OF RLP DOCUMENTS (OCT 2021)

A. The following documents are attached to and included as part of this RLP package:

DOCUMENT NAME	No. of Pages	Ехнівіт
Lease No. 57-37159-22-FA (Template L100)	41	Α
Agency's Requirements	11	В
USDA Office of the Chief Information Officer Technical Requirements	6	G
USDA Signage Requirements	11	F
Security Requirements for Level I	5	D
GSA Form 3516, Solicitation Provisions	6	М
GSA Form 3517B, General Clauses	17	С
Proposal to Lease Space (GSA Form 1364)	3	I
GSA Form 1217, Lessor's Annual Cost Statement	3	K
GSA Form 12000 for Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	3	E
Tenant Improvement Cost Summary (TICS) and Shell vs. TI Worksheet	4	J
Seismic Offer Forms	8	L
FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)	4	Н
DOL Wage Determinations	4	N

B. INTENTIONALLY DELETED

1.07 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.08 LEASE DESCRIPTION (OCT 2021)

- A. Offeror shall examine the Lease template included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.
- B. The Lease contemplated by this RLP includes:
 - 1. The term of the Lease, and renewal option, if any.

- 2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- 3. Building Shell standards and requirements.
- 4. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
- 5. Security Requirements.
- 6. A description of all services to be provided by the Lessor.
- C. Should the Offeror be awarded the Lease, the terms of the Lease shall be binding upon the Lessor without regard to any statements contained in this RLP.
- D. The Lease contemplated by this RLP is a fully serviced, turnkey Lease with rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, real estate taxes, and security upgrades. Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor shall be based upon information provided with this RLP and Lease, including Agency Specific Requirements (ASR). The Lessor shall design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new installation, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

After award, the Lessor must prepare Design Intent Drawings (DIDs) for the leased Space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

- E. The security pricing process is described in a separate paragraph.
- F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. In instances involving an incumbent Lessor where the Government commences the lease term pending completion of TI alterations, the Government shall withhold TI rent pursuant to Section 1 of the Lease until such time as the TI is completed and accepted by the Government. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in the Lease.
- G. Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease template and in the GSA Form 3517B, and will be made part of the Lease.

1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed Tls. There are certain Building requirements that are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)

- A. The proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL). The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.
- B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space.
- C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

1.12 INSPECTION—RIGHT OF ENTRY (OCT 2021)

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the

Premises, and all other areas of the Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

- 1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers, and/or reviewing similar existing Offeror records.
- 2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.
- 3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
- 4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.
- B. Nothing in this paragraph shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this paragraph is to promote the ease with which the Government may inspect the Building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror's failure to inspect for or correct a hazardous condition.

1.13 AUTHORIZED REPRESENTATIVES (OCT 2020)

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

Lease LCO:

Christopher Smaw (281) 671-1467 Christopher.Smaw@usda.gov

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Alternate Government Contact - Realty Specialist:

David McPadden (919) 873-2196 David.McPadden@usda.gov

1.14 INTENTIONALLY DELETED

1.15 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2020)

- A. The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- B. The small business size standard for the applicable NAICS code is found HTTPS://WWW.SBA.GOV/SIZE-STANDARDS/.

1.16 UNIQUE ENTITY IDENTIFIER (OCT 2021)

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <u>WWW.SAM.GOV</u> for the designated entity for establishing unique entity identifiers. If an offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

- A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.
- B. To demonstrate potential for efficient layout, USDA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the ABOA square footage offered, if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

2.02 FLOOD PLAINS (OCT 2021)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP and does not impact the Government's full use and enjoyment of the Premises. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the Government may determine that the offered Property does not adequately avoid development in a 100-year floodplain.

In addition, a Lease will not be awarded for any offered Property adjacent to 100-year floodplain, where such an adjacency would, as determined by the Government, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

2.03 SEISMIC SAFETY - MODERATE SEISMICITY (OCT 2021)

- A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this RLP.
- B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
 - 1. The offer includes a representation that the Building will have less than 10,000 ABOA SF of Space leased to the Federal Government upon commencement of the lease term (Seismic Form D),
 - 2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
 - 3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
 - 4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
 - 5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
 - 6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
- C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
- D. **Definitions.** For the purpose of this paragraph:
 - "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting <u>HTTP://WWW.ASCE.ORG/PUBLICATIONS/</u>.

- "ASCE/SEI 41" means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can
 purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting https://www.asce.org/publications/.
- "Benchmark Building" means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
- Engineer" means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
- "RP 8" means "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from HTTPS://WWW.NIST.GOV/PUBLICATIONS/STANDARDS-SEISMIC-SAFETY-EXISTING-FEDERALLY-OWNED-AND-LEASED-BUILDINGS-ICSSC.
- "Seismic Certificate" means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
- "Seismic Standards" means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
- "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
- "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
- "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

2.04 INTENTIONALLY DELETED

2.05 INTENTIONALLY DELETED

2.06 ASBESTOS (OCT 2021)

- A. Government requires space with no asbestos-containing materials (ACM), or with undamaged, nonfriable ACM. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. Notwithstanding the preceding, if no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.
- B. ACM is defined as any material with a trace or more of asbestos quantity present.
- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.
- D. <u>Management Plan and Reinspection Report Submittals</u>. If space is offered which contains ACM, the Offeror shall submit a current asbestos-related management plan or operations and maintenance plan, along with a current asbestos re-inspection report (performed within the past 5 years) for acceptance by the Government prior to lease award. The management plan or operations and maintenance plan, and re-inspection report shall conform to generally accepted industry practice in accordance with EPA guidance.

2.07 ACCESSIBILITY (SEP 2013)

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

2.08 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.09 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2021)

- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.
- Unless one of the statutory exceptions listed in sub-paragraph C below applies, USDA may award a lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star® consideration, to achieve an Energy Star® label: 1) All existing Buildings that have had an Energy Star® label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy® Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star®" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's® Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR® tools and resources can be found at HTTPS://WWW.ENERGYSTAR.GOV/BUILDINGS/TOOLS-AND-RESOURCES.
- C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:
 - 1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
 - 2. The agency will remain in a Building it currently occupies;
 - 3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
 - 4. The Lease is for 10,000 RSF or less.
- D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:
 - 1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
 - 2. Lighting Improvements.
 - 3. Building Envelope Modifications.

Note: Additional information can be found on http://www.gsa.gov/leasing under "Green Leasing."

- E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.
- F. Instructions for obtaining an ENERGY STAR® Label are provided at http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star) and Building Upgrade Value Calculator (http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

- G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations, and benchmarking with public disclosure (as provided in (I) below, if it obtains the ENERGY STAR® Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).
- H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.
- I. As described in Section 3 of the Lease, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.
- J. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

K. INTENTIONALLY DELETED

2.10 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

- A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
- B. Upon request by the Government, Offeror must provide all known previous use of the Building.
- C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

2.11 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)

A. Environmental Due Diligence

- 1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-13. Failure to submit the required study may result in dismissal from consideration.
- 2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.

B. National Environmental Policy Act

- 1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision making process and, to that end, the Government's obligations may, and in some cases will, be augmented by the Offerors as described in greater detail in the RLP.
- 2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state and local regulatory agencies as part of its compliance responsibilities under NEPA and other applicable federal, state and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.
- 3. The Offerors are advised that the Government may be required to release the location of each offered site and other building specific information in public hearings or in public NEPA documents. By submitting an offer in response to this RLP and without the need for any further documentation, the Offeror acknowledges and consents to such release.
- 4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government (e.g., offers must be of a nature that would allow NEPA to be satisfied by preparation of a Categorical Exclusion (CATEX) NEPA study or an Environmental Assessment (EA) with or without mandatory mitigation).

- 5. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of NEPA compliance. This requires research and field surveys to assess the potential impacts to the natural, social and cultural environments. Any recent studies previously conducted by the Offeror may be submitted to be included in the NEPA process.
- 6. The Government will not proceed with Lease award until the NEPA process is complete as evidenced by the Government's issuance of a completed CATEX, EA or Environmental Impact Statement. Upon Lease award, any mitigation measures, whether optional or mandatory, identified and adopted by the Government will become Lease obligations. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease will be the sole responsibility of Lessor.

2.12 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2020)

- A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both abovegrade (*i.e.*, buildings and historic districts) and below-grade
- (i.e., archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).
- B. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. This requires research and field surveys to assess the potential presence of historic properties that may be affected by construction activity, both above- and below-grade. Compliance also may require below-grade testing to determine the presence of archeological resources and possible artifact recovery, recordation and interpretation mitigation measures.
- C. Demolition or destruction of a historic property by an Offeror in anticipation of an award of a Government lease may disqualify the Offeror from further consideration.
- D. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be reasonably mitigated.
- E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA's Qualification Requirements for Preservation Architects and Other Specialists. These standards are available at: <a href="https://www.gsa.gov/real-estate/historic-preservation/historic-preservation-policy-to-preservation-p

architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within USDA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)

A. <u>Traditional method – Paper, E-mail</u>:

- 1. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the USDA email address identified in the RLP will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon USDA's request, its original signed proposal.
- 2. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

No later than 17:00 EST on the date specified below at the following email addresses:

Date: 26JUN2022

Lease Contracting Officer: Christopher Smaw

Email Address: <u>CHRISTOPHER.SMAW@USDA.GOV</u>

Realty Specialist: David McPadden

Email Address: David.Mcpadden@usda.gov

3. INTENTIONALLY DELETED

- 4. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.
- 5. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

3.03 PRICING TERMS (OCT 2021)

Offeror shall provide the following pricing information with its offer:

- A. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.
- B. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:
 - A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, operating
 costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell
 rent).
 - 2. <u>Improvements</u>. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.

- The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
- 4. The annual rent to amortize the Tenant Improvements over the Firm Term of the Lease. Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell. Such alterations shall be described and identified in the drawings used to construct the Space. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.
- 5. INTENTIONALLY DELETED
- A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs as they will have been fully amortized over the Firm Term.
- 7. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. **Note:** Refer to the Lease document for additional guidance.
- 8. Adjustment for Vacant Leased Premises. Note: Refer to the Lease document for additional guidance.
- 9. INTENTIONALLY DELETED
- 10. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.
- 11. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. Tenant Improvement Cost Summary (TICS) and initialed Shell vs. TI Worksheet with backup General Contractor bids to support costs
- E. INTENTIONALLY DELETED

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard.

3.05 INTENTIONALLY DELETED

3.06 ADDITIONAL SUBMITTALS (OCT 2021)

Offeror shall also submit with its offer the following:

- A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.
- B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space, including Shell and TI improvements. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment. Alternatively, if the Offeror is self-financing, Offeror must demonstrate, to the satisfaction of the LCO, that it has adequate financial resources to self-finance the necessary improvements, e.g., income statements, cash flow statements, balance sheets, three (3) months of bank statements showing sufficient on hand stable cash reserves to fund the improvements, letter from the entity's financial officer.
- C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority. If the current zoning is not in compliance, the Offeror must submit a plan and time schedule outlining how they will obtain all necessary zoning approvals prior to construction and how long the necessary zoning approvals will take.
- D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, the deed or lease must be submitted to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property.

- E. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO prior to award. These submittals must remain current. The Offeror is required to submit updated documents as required.
- F. Required Proof of Signing Authority: As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the Lease:
 - Corporation Copy of Articles of Incorporation and bylaws. In addition, a copy of the resolution, signed by the
 necessary directors of the corporation authorizing the corporate officer who will sign the lease to bind the corporation
 to the Lease.
 - 2. Partnership -- Copy of Partnership Agreement, Statement of Partnership, or Statement of Limited Partnership and evidence of authority of signatory to bind the partnership if not expressly authorized by the Partnership Agreement.
 - 3. Limited Liability Company Copy of the Articles of Organization and Operating Agreement. Also, evidence of the authority of the signing manager (if company is manager owned) or member (if the company is member managed) to sign, if not expressly authorized by the Articles of Organization and/or Operating Agreement.
 - 4. Joint Venture -- Copy of Joint Venture Agreement and evidence of authority of signatory to bind the Joint Venture to the Lease.
- G. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at www.nps.gov/nr.
- H. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
- I. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at http://www.sam.gov prior to the Lease Award Date. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.
- J. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in subparagraph 1, unless the Building meets either exemption in subparagraphs 2 or 3 below.
 - 1. FPLS Submittal Information
 - a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
 - b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
 - c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
 - d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, provide either:
 - i. A report prepared by a licensed fire protection engineer with their assessment of the Building regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances or,
 - ii. For offers of new construction only, documentation indicating the Building Code (including edition) to which the Building is being constructed and a written commitment to meet all of the mandatory FPLS lease requirements in the Lease.
 - 2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to USDA the Fire Protection and Life Safety (FPLS) Submittal Information listed in 1.a through 1.d above.
 - 3. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then the Offeror is not required to submit to USDA the FPLS Submittal Information listed in 1 above.
- K. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, or multiple buildings on a tax parcel, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.
- L. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

- M. The architectural plans for modernization, if the offered Building is not a modern office Building.
- N. A current asbestos management plan or operations and management plan, along with a current reinspection report (performed within the past 5 years), if the offered Building contains asbestos-containing materials.
- O. Computer generated plans set to 1/8" = 1'-0" (preferred meeting sub-paragraphs 1 through 5 noted below:
 - 1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
 - 2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
 - 3. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
 - 4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - 5. USDA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, USDA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.
- P. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.
- Q. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the LCO.
- R. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:
 - 1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
 - 2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
 - 3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
 - 4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
 - 5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.
- S. INTENTIONALLY DELETED
- T. INTENTIONALLY DELETED
- U. Evidence of seismic safety compliance as required in Section 2 of this RLP.

DELETED

- V. If applicable, information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS RLP."
- W. If applicable, information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS RLP."
- X. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." USDA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, USDA at its sole discretion will make the decision whether to accept the deviation.
- Y. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific lease requirements concerning maintenance and restoration of the real property's hydrology.
- Z. INTENTIONALLY DELETED
- AA. INTENTIONALLY DELETED
- AB. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, as applicable.
- AC. A construction schedule giving the dates on which the various phases of permitting, design and construction (including principal categories of work) will be completed to coincide with the Government's required occupancy date and the milestones as outlined under the Lease.
- AD. Due to COVID-19 pandemic conditions, an on-site physical tour of the offered Property may not be practical. At the LCO's discretion, additional Offer submittals may be requested to include pictures, video(s), and/or a building representative conducting a walkthrough with a virtual or online meeting option provided by USDA. In these instances, additional guidance will be more particularly set forth by the LCO.

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (OCT 2020)

A. TENANT IMPROVEMENT TURNKEY PRICING

An Agency Specific Requirements (ASR) package is provided with this RLP to all Offerors upon which to base their TI pricing. (TIs are the finishes and fixtures that typically take Space from the "shell" condition to a finished, usable condition.) All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration and all improvements shall meet the quality standards and requirements of this RLP and its attachments.

- B. The Tenant Improvements shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.
- 3.08 INTENTIONALLY DELETED
- 3.09 INTENTIONALLY DELETED
- 3.10 INTENTIONALLY DELETED
- 3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document.

3.12 INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the USDA LCO or designated representative. When negotiations are conducted, USDA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

4.03 AWARD BASED ON PRICE (JUN 2012)

- A. The Lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the Lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Present Value Price Evaluation" paragraph of this RLP.
- B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.
- C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.
- 4.04 INTENTIONALLY DELETED
- 4.05 INTENTIONALLY DELETED
- 4.06 INTENTIONALLY DELETED
- 4.07 INTENTIONALLY DELETED

4.08 INTENTIONALLY DELETED

4.09 PRESENT VALUE PRICE EVALUATION (OCT 2016)

A. INTENTIONALLY DELETED

- B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.
- C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF price, as follows:
- 1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.
 - 2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.
 - 3. INTENTIONALLY DELETED
 - 4. INTENTIONALLY DELETED
- 5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).
- 6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 - 7. To the gross PVC will be added:
 - a. For lease acquisitions where the Government is considering less than fully-serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.
 - d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - e. INTENTIONALLY DELETED

f. INTENTIONALLY DELETED

8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.10 AWARD (OCT 2021)

- A. To document the agreement between the parties, the successful Offeror and the USDA LCO will execute a Lease prepared by USDA, which incorporates the agreement of the parties. The Lease shall consist of the following:
 - 1) Lease No. 57-37159-22-FA and any associated Lease amendments.
 - 2) GSA Form 3517B, General Clauses.
 - 3) The pertinent provisions of the offer.
 - 4) Floor plans of the offered Space.
 - 5) INTENTIONALLY DELETED
- B. The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and

 $mailing \ or \ otherwise \ furnishing \ written \ notification \ of \ the \ executed \ Lease \ to \ the \ successful \ Offeror.$

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 **MODIFIED RLP PARAGRAPHS (OCT 2016)**

The following paragraphs have been modified in this RLP:

- 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY RATE (OCT 2016)
- 1.06 LIST OF RLP DOCUMENTS (OCT 2021) 3.02 RECEIPT OF LEASE PROPOSALS (OCT 2021)
- 3.03 PRICING TERMS (OCT 2021)
 3.11 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUNE 2012)

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Caleb Sinclair, Director, Environmental Management

DATE: August 15, 2022 **SUBJECT:** Litter Report

ATTACHMENTS:

Description **Upload Date** Type 8/8/2022

Litter Report Cover Memo



Rowan County Litter Mitigation Monthly Update July 2022

During the month of July, 2022 Rowan County's self-funded *Litter Mitigation Program* removed 9.8 tons of roadside litter and debris along with 37 discarded tires.

The Rowan County Sheriff's Office Environmental Crimes Special Deputy contributed to curb illegal dumping by issuing 4 citations for littering or illegally dumping and by identifying 21 illegal dump sites along with providing public outreach and promoting the Department of Environmental Management's Secure Your Load and proper waste disposal initiatives

Rowan County will continue to mitigate the illegal dumping of solid waste and litter through collaborative efforts across agencies, public awareness campaigns, litter clean up events, education and outreach.





Respectfully Submitted,

Caleb Sinclair, Director Rowan County Government Department of Environmental Management



ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director

DATE: 08/15/2022

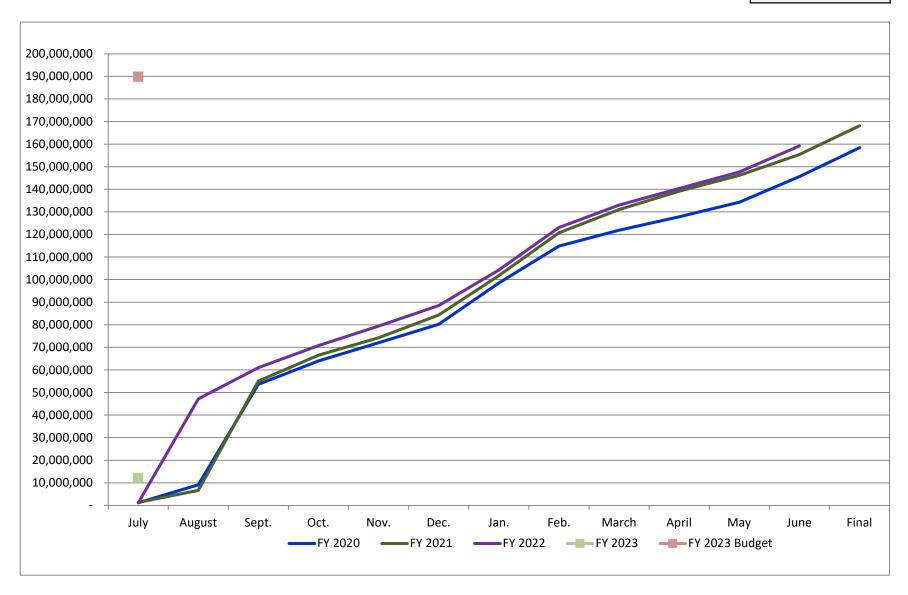
SUBJECT: Financial Reports

Please see attached Financial Graphs

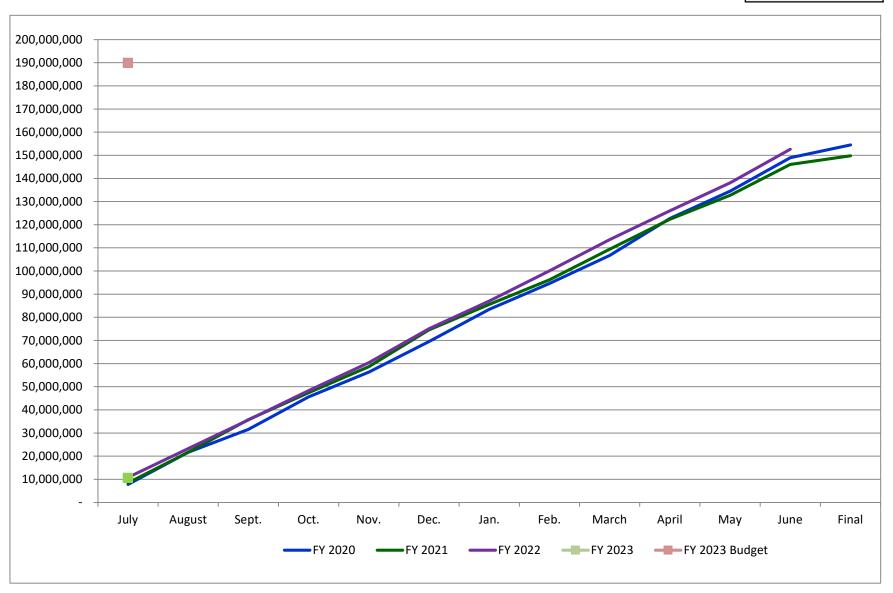
ATTACHMENTS:

Description	Upload Date	Type
Revenue Chart	8/8/2022	Cover Memo
Expenditure Chart	8/8/2022	Cover Memo

	Ju	uly
2023	\$	12,273,230
2022	\$	1,256,374
2021	\$	1,331,509
2020	\$	1,216,521



	J	uly
2023	\$	10,586,956
2022	\$	10,865,376
2021	\$	8,484,616
2020	\$	7,841,008



ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director

DATE: 08/15/2022

SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

DescriptionUpload DateTypebudget amendments8/8/2022Cover Memo

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2022 for Emergency Services. Reserved funds represent money for the Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by:	Lisa Bevis
Date:	08/04/22

BUDGET INFORMATION:

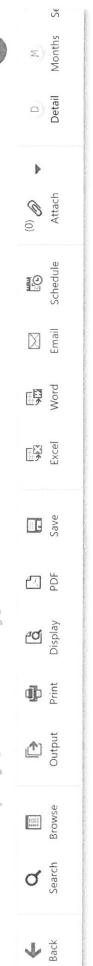
Reviewed:_____

ACCOUNT TITLE	-	ACCOUNT #	INCREASE	DECREASE
LEPC Grant 2021 Tier II Guides	R	1144330-434000-43346	1,000	
LEPC Grant 2021 Tier II Guides	E	1154330-585074-43346	1,000	
FY20 HSGP Lost at the Lake	R	1144330-434085-43344	35,000	
FY20 HSGP Lost at the Lake	E	1154330-585000-43344	35,000	
Appropriated FB - Restricted	R	1144330-495010	91,671	
FY22 Optional ARPA EM State Grant	E	1154330-585000-43347	67,098	
Grant Expenditures	E	1154330-585000	24,571	
Misc Donations	E	1154330-583041	2	
Appropriated FB - Restricted	R	1144371-495010	411	
Donation Expenditures	E	1154371-583001	411	
Homeland Security Grant	R	1144330-434085-43343	60,000	
Appropriated FB - Restricted	R	1144330-495010		60,000
	+			
DEPARTMENT HEAD	=	COUNTY MANAGER	ACCOUNTING	USE ONLY
DEPARTMENT HEAD	+-	COUNTY MANAGER	ACCOUNTING	USE UNLY
Approved:		Approved:	Budget Revision # D2-	135
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 8 4 1 3 2		Date:	Posted by:	
Signature:		Signature:	Approved by:	

ROWAN COUNTY EMERGENCY SERVICES - RESERVES For Fiscal Year Ended June 30, 2022

	BA 8/15/22 expenses were for salaries	BA 8/15/22 BOC \$60,000	BA 8/15/22 for \$35,000	BA 8/15/22 for \$67,098. County match.	Completed	BA 8/15/22	Original FY23 budget	BA 8/15/22	
Ending Balance	24,570.57			33,549.02		2.06	142.99	410.73	58,675.37
Expenditures	\$ (36,150.00) \$ 24,570.57	1 97	Ē	1	(11,221.49)				\$ (47,371.49) \$ 58,675.37
Account Numbers	1144330-434073; 1154330-585000	1144330-434085-43343; 1154330-58500-43343	1144330-434085-43344; 1154330-585000-43344	1144330-434073-43347; 1154330-585000-43347	1144330-431300-20006; 1154330-582025-20006	1144330-464900; 1154330-583041	1144332-464000; 1154332-583041	1144371-464900; 1154371-583001	
Revenues	\$ 36,150.00		1	33,549.02	11,221.49	ï	ć	200.00	\$ 81,120.51
Beginning Balance	\$ 24,570.57	C K		6	i a	2.06	142.99	210.73	\$ 24,926.35
Area of Reserve	E.M. Performance Grant	2020 Homeland Security Grant	2020 HSGP Lost at the Lake	2022 Optional ARPA	NCEMPG Disaster Relief	Misc Donations	Private Contributions	Misc Donations	

Note: Beginning in FY 2019, miscellaneous donations in Division 4330 are budgeted in 583041.



Account



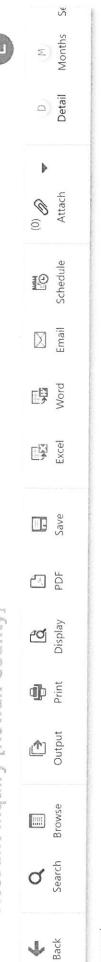
4 YEAR COMPARISON HISTORY

ISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

Yr/Per 2022/13
Original Budget
Transfers In
Transfers Out
Revised Budget
Actual (Memo)
Encumbrances
Requisitions
Available
Percent used

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4 YEAR COMPARISON

ON GAAP W/CARRY FORWARD

Fiscal Year 2022

Original Budget

Yr/Per 2022/13

Revised Budget

Transfers Out

Transfers In

Actual (Memo) Encumbrances

HISTORY 4 YEAR GRAPH HISTORY GRAPH

Fiscal Year 2021

Fiscal Year 2023

Fiscal Year 2020

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Percent used

Requisitions

Available

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Display detail information for current account.

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1010-42-4243-4330-4330-0000-000-4-434085-43344	me HOMELAND GRANT-LOST AT LAKE	Revenue Status Active	:
Acct	REV Acct name	3R Type	FY20 HSGP-LOST AT THERollup
··· GEN FD	ESADM F	HOMEGR	FY20 H
_	ESADM	··· HOME	FY20 H

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4 YEAR GRAPH HISTORY 4 YEAR COMPARISON

HISTORY GRAPH

Fiscal Year 2023

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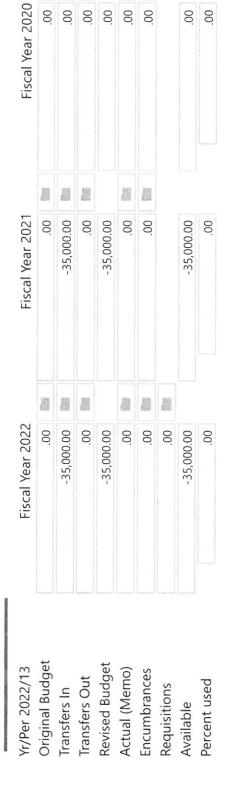
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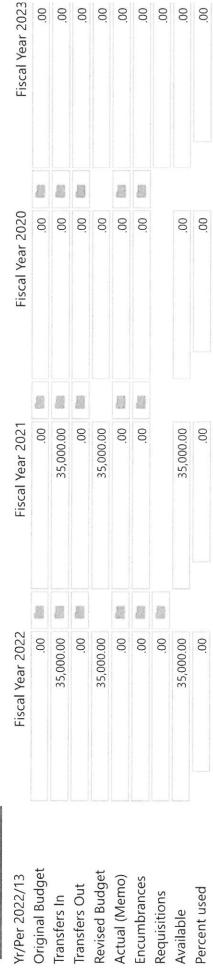
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YEAR COMPARISON	GAAP W/CARRY FORWARD	HISTORY	4 YEAR GRAPH	HISTORY GRAPH	
Per 2022/13	Fiscal Year 2022		Fiscal Year 2021	Fiscal Year 2020	

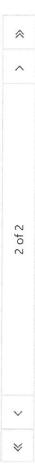
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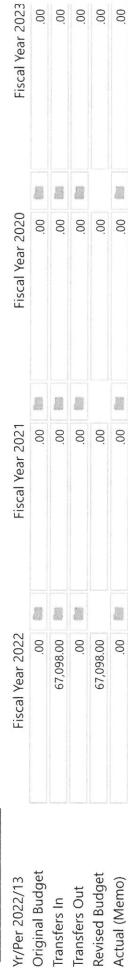
	שררו	1010-42-4242-4330-4330-0000-000-3-303000-43347	000-5-58500U-2	1334/	
1154330 ESADM EXP	Acct name	GRANT EXPENDITURES			
585000 GRANT EXP	Type	Expense	Status Active	Active	Þ
43347 FY22 - Optional ARPA	ARPA Rollup	0			
	Sub-Rollup	:			

☐ Account

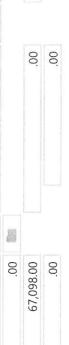
HISTORY GAAP W/CARRY FORWARD 4 YEAR COMPARISON

HISTORY GRAPH

4 YEAR GRAPH



Actual (Memo) Encumbrances Percent used Requisitions Available



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Acct	Acct name	Туре	2020 HOMELAND SECUFROIIUP	Sub-Rollup
GEN FD	ESADM REV	HOMEGR	2020 HOME	
			:	
		434085		

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4 YEAR COMPARISON

HISTORY GRAPH 4 YEAR GRAPH HISTORY

Original Budget Revised Budget Yr/Per 2022/13 Actual (Memo) Encumbrances **Transfers Out** Percent used Requisitions Transfers In Available

00. 00. <th>Fiscal Year 2022</th> <th></th> <th>Fiscal Year 2021</th> <th>Fiscal Year 2020</th> <th>Fiscal Year 202</th>	Fiscal Year 2022		Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 202
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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

This amendment is to budget Low Income Water Assistance

administrative funding.

Prepared by:	Kelly Johnson
Date:	7/26/2022

BUDGET INFORMATION:

			W. J. J.	
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Salaries Regular: Public Assistance	E	33018-001-510005-380	\$26,156	
Public Assistance Health Insurance	E	33018-001-520005-380	\$5,754	
Public Assistance Medicare Tax	E	33018-001-520010-380	\$379	
Public Assistance Retirement	E	33018-001-520015-380	\$2,671	
Public Assistance Social Security	E	33018-001-520020-380	\$1,622	
Public Assistance Workers Compens	Е	33018-310-520026-100	\$65	
Public Assistance 401K	E	33018-001-520030-380	\$785	
LIHWAP Admin	R	33018-5314-431099-000	\$37,432	
DEDARTMENT LIEAD		COLINITY MANAGED	ACCOLINITIN	C LICE ONLY
DEPARTMENT HEAD	-	COUNTY MANAGER		G USE ONLY
Approved:X		Approved:	Budget Revision #	01-538
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 7/26/2022		Date:	Posted by:	
Signature:		Signature:	Approved by:	·



DIVISION OF SOCIAL SERVICES

LIHWAP ARPA Admin

FUNDING SOURCE: Low-Income Household Water Assistance Program (LIHWAP) Al

EFFECTIVE DATE: <u>07/01/2022</u> AUTHORIZATION NUMBER: <u>1</u>

ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

		Initial (or Previo					
		Funding Aut	thorization	Additional	Allocation	Grand Tota	al Allocation
Co. No.	COUNTY	Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	45,464			0	45,464	
02	ALEXANDER	7,769	350		0	7,769	
03	ALLEGHANY	3,292			0	3,292	
04	ANSON	10,482		1	0	10,482	2 13
05	ASHE	7,245	7,245	1	0	7,245	
06	AVERY	3,989		1	0	3,989	
	BEAUFORT	16,461		1	0	16,461	
1.00.000	BERTIE	8,242	W. A		0	8,242	8,242
	BLADEN	13,855			0	13,855	
	BRUNSWICK	29,425			0		
11	BUNCOMBE	64,898		1	0	64,898	A Care
12	BURKE	26,604		1	0	26,604	
13	CABARRUS	36,506		1	0	36,506	
14	CALDWELL	21,999		1	0	21,999	3 11
15	CAMDEN	1,501	1,501		0	1,501	1,501
16	CARTERET	12,624	12,624	1	0	12,624	12,624
17	CASWELL	7,027	7,027	1	0	7,027	7,027
18	CATAWBA	36,715	31 31 2000000	1	0	36,715	36,715
19	CHATHAM	11,432	5	1 1	0	11,432	11,432
20	CHEROKEE	8,178			0	8,178	
21	CHOWAN	4,908	4,908	1	0	4,908	
22	CLEVELAND	3,205	3,205	1	0	3,205	3,205
23	CLEVELAND	33,865			0	33,865	
	COLUMBUS	21,266	2	1	0	21,200	100
100000	CHAPERLAND	24,071	24,071		0	24,071	24,071
	CUMBERLAND CURRITUCK	119,521	119,521		0	119,521	119,521
	DARE	4,256 5,710			0	4,256	
	DAVIDSON	41,485	41,485		0	5,710 41,485	5,710 41,485
1	DAVIDSON	7,804	7,804	l I	0	7,804	7,804
	DUPLIN	17,344			0	17,344	17,344
	DURHAM	71,049			0	71,049	
	EDGECOMBE	25,143	25,143		0	25,143	25,143
227.30	FORSYTH	96,518	96,518		0	96,518	96,518
	FRANKLIN	15,957	15,957	l l	0	15,957	15,957
	GASTON	58,469			0	58,469	58,469
	GATES	2,924	2,924	1	0	2,924	2,924
	GRAHAM	2,570			0	2,570	
100	GRANVILLE	15,072	15,072		0	15,072	15,072
	GREENE	7,333	7,333		0	7,333	7,333
	GUILFORD	146,702	146,702		0	146,702	146,702
	HALIFAX	25,107	25,107		0	25,107	25,107
5	HARNETT	34,151	34,151		0	34,151	34,151
	HAYWOOD	15,903	15,903		0	15,903	15,903
2000	HENDERSON	21,724	21,724	0	0	21,724	21,724
	HERTFORD	9,654	9,654	0	0	9,654	9,654
	HOKE	16,085	16,085		0	16,085	16,085

Low-Income Household Water Assistance Program (LIHWAP) ARPA ADMIN cont.

		Initial (or Previous) . Funding Author		Additional Alle	ocation	Grand Total Allocation		
	COUNTY	Federal	Total	Federal	Total	Federal	Total	
48	HYDE	1,667	1,667	0	0	1,667	1,66	
49	IREDELL	28,909	28,909	0	0	28,909	28,90	
50	JACKSON	10,279	10,279	0	0	10,279	10,27	
51	JOHNSTON	45,583	45,583	0	0	45,583	45,583	
52	JONES	3,398	3,398	0	0	3,398	3,39	
53	LEE	16,891	16,891	0	0	16,891	16,89	
54	LENOIR	21,367	21,367	0	0	21,367	21,36	
55	LINCOLN	18,681	18,681	0	0	18,681	18,68	
56	MACON	8,274	8,274	0	0	8,274	8,27	
57	MADISON	5,667	5,667	0	0	5,667	5,66	
58	MARTIN	8,775	8,775	0	0	8,775	8,77	
59	MCDOWELL	13,874	13,874	0	0	13,874	13,87	
60	MECKLENBURG	236,510	236,510	0	0	236,510	236,510	
61	MITCHELL	4,050	4,050	0	0	4,050	4,050	
62	MONTGOMERY	7,412	7,412	0	0	7,412	7,412	
63	MOORE	17,878	17,878	0	0	17,878	17,878	
64	NASH	28,292	28,292	0	0	28,292	28,292	
65	NEW HANOVER	47,299	47,299	0	0	47,299	47,299	
66	NORTHAMPTON	8,620	8,620	0	0	8,620	8,620	
67	ONSLOW	38,925	38,925	0	0	38,925	38,92	
68	ORANGE	23,633	23,633	0	0	23,633	23,633	
69	PAMLICO	3,262	3,262	0	0	3,262	3,262	
70	PASQUOTANK	11,836	11,836	0	0	11,836	11,830	
71	PENDER	13,686	13,686	0	0	13,686	13,686	
72	PERQUIMANS	3,838	3,838	0	0	3,838	3,838	
73	PERSON	11,144	11,144	0	0	11,144	11,144	
74	PITT	58,338	58,338	0	0	58,338	58,338	
75	POLK	4,218	4,218	0	0	4,218	4,218	
76	RANDOLPH	37,455	37,455	0	0	37,455	37,455	
77	RICHMOND	21,309	21,309	0	0	21,309	21,309	
78	ROBESON	67,471	67,471	0		67,471	67,47	
79	ROCKINGHAM	26,389	26,389	0		26,389	26,389	
k 80	ROWAN	37,432	37,432	4		37,432	37,432	
81	RUTHERFORD	22,942	22,942	0	0	22,942	22,942	
82	SAMPSON	23,000	23,000			23,000	23,000	
83	SCOTLAND	18,172	18,172			18,172		
84	STANLY	16,172	16,172	0		*	18,172	
85	STOKES	10,113				16,115	16,113	
86	SURRY	20,890	10,291 20,890	0		10,291	10,29	
87	SWAIN			0		20,890	20,890	
		3,644	3,644	0		3,644	3,644	
88	TRANSYLVANIA	7,299	7,299	0		7,299	7,299	
89	TYRRELL	1,350	1,350	0	0	1,350	1,350	
90	UNION	32,051	32,051	0	0	32,051	32,051	
91	VANCE	20,755	20,755	0	. 0	20,755	20,755	
92	WAKE	151,018	151,018	0	0	151,018	151,018	
93	WARREN	8,079	8,079	0	0	8,079	8,079	
94	WASHINGTON	5,390	5,390	0	0	5,390	5,39	
95	WATAUGA	10,023	10,023	0	0	10,023	10,02	
96	WAYNE	37,501	37,501	0	0	37,501	37,50	
97	WILKES	19,266	19,266	0	0	19,266	19,26	
98	WILSON	30,749	30,749	0	0	30,749	30,74	
99	YADKIN	8,097	8,097	0	0	8,097	8,09	
100	YANCEY	5,252	5,252	0	0	5,252	5,25	
	Total	2,565,750	2,565,750	0	0	2,565,750	2,565,75	

Low-Income Household Water Assistance Program (LIHWAP) ARPA ADMIN AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance Award Name: Low-Income Home Energy Assistance

Award Number: 2101NCLWC6

Award Date: FFY 2022 Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: LIEAP ARPA

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

DATE:

July 7, 2022

RPA ADMIN

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To appropriate fund balance and expenditures for fiscal year 2022

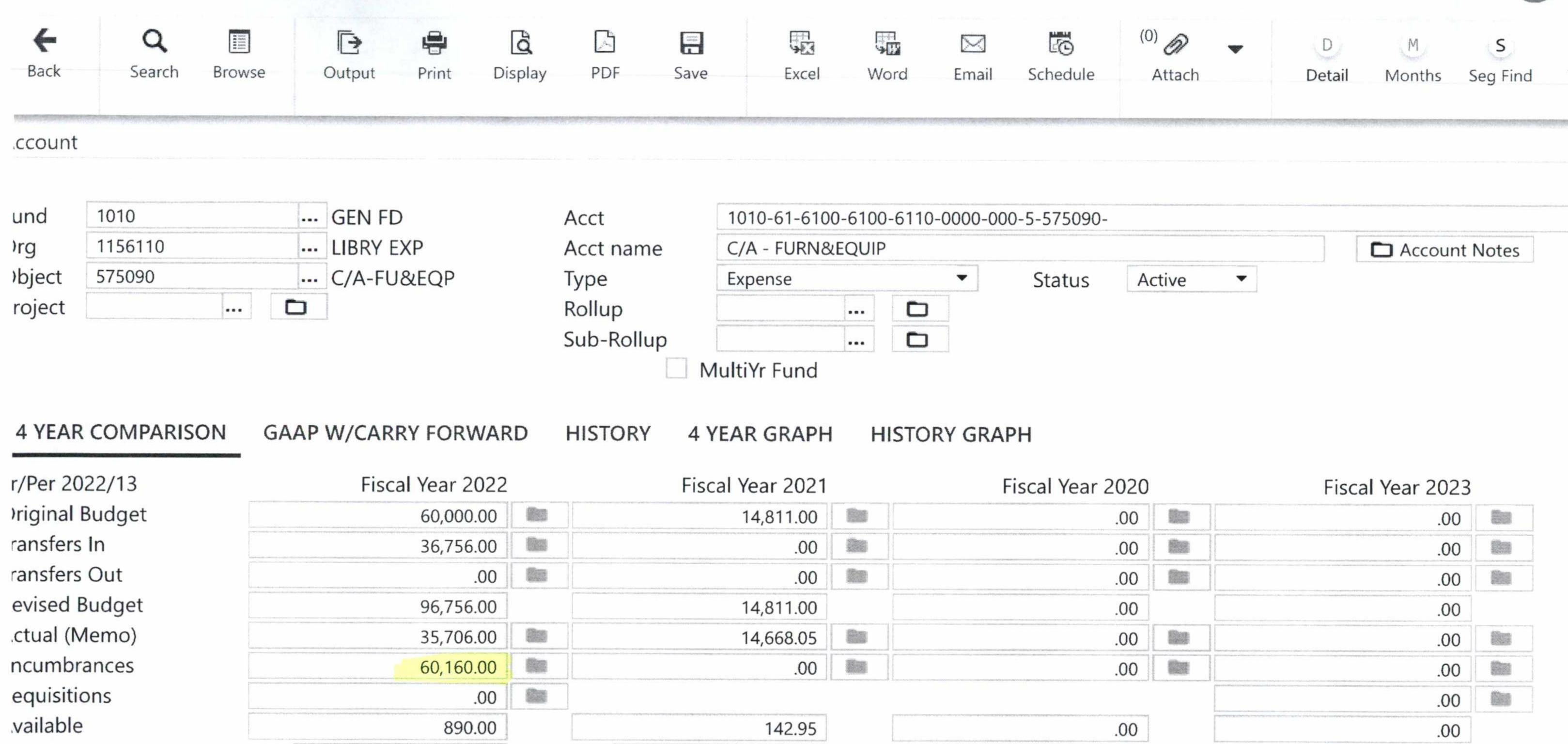
General Fund encumbrances

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
A		1112200 105000	60.160	
Appropriated Fund Bal Unrestricted C/A - Furn & Equipment	R	1143390-495000 1156110-575090	60,160 60,160	
C/A - Furn & Equipment		1130110-373090	00,100	
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DEPARTMENT HEAD	1	COUNTY MANAGER	ACCOUNTING	G LISE ONLY
	 			
Approved: 143		Approved:	Budget Revision #	11-491
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 7/05/22		Date:	Posted by:	
Signature:	+	Signature:		
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Υ	2022/11		494	05/20/22	COL	017441	2	22313	190204	Invoice En	-3,840.00	
Υ	2022/09		1173	03/31/22	COE	019568	2	22462		CONTRC ENT	59,200.00	
Υ	2022/09		933	03/24/22	COE	020931		22439		CONTRC ENT	16,910.00	
Υ	2022/06		800	12/31/21	COE	017441		22313		CONTRC ENT	4,800.00	
Υ	2022/06		714	12/30/21	COL	020931		22263	176181	Invoice En	-14,956.00	
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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

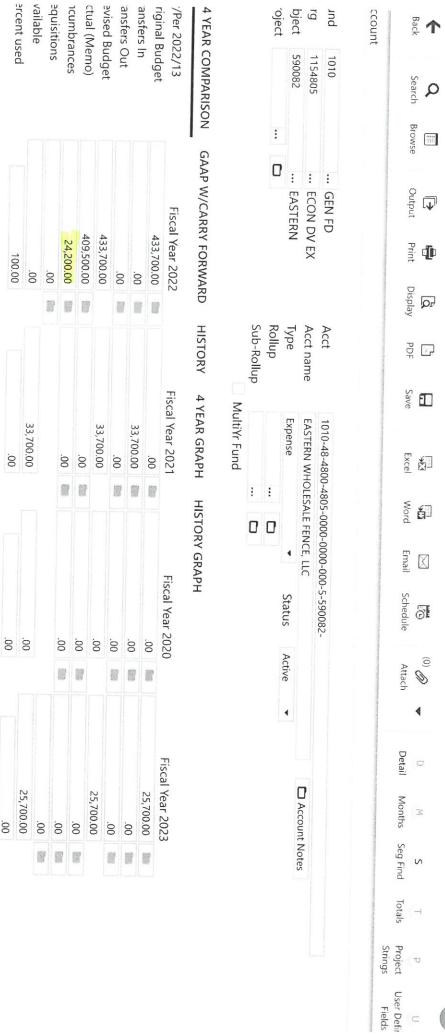
To appropriate fund balance and expenditures for fiscal year 2022

General Fund encumbrances

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
	-			
Appropriated Fund Bal Unrestricted	R	1143390-495000	926,761	
Eastern Wholesale Fence	E	1154805-590082	24,200	
Continential Plastics	E	1154805-590081	3,000	
Other Professional Services	E	1155110-533000	3,024	
C/A - Road Animal Shelter	E	1154112-575045	151,937	
C/A - Bldg	E	1154135-573000	466,500	
C/A Furn&Equip	E	1156110-575090	60,160	
C/A Furn&Equip	E	1154134-575090	74,480	
Consulting Services	E	1154112-532017	43,507	
Rural Wireless Broadband	E	1154112-583117	30,815	
Woodleaf Comm Park	E	1154112-583114	69,138	
	1		40.000	
State Govnt Grant Revenue	R	1144955-434000	10,000	
Grant Expenditures	E	1154955-585000	10,000	
	#			
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING	G USE ONLY
Approved: 43	-	Approved:	Budget Revision #	
Disapproved:	-	Disapproved:	Date Posted:	
Amended:	-	Amended:	Group Number:	
Date:	-	Date:	Posted by:	
Signature:		Signature:	Approved by:	

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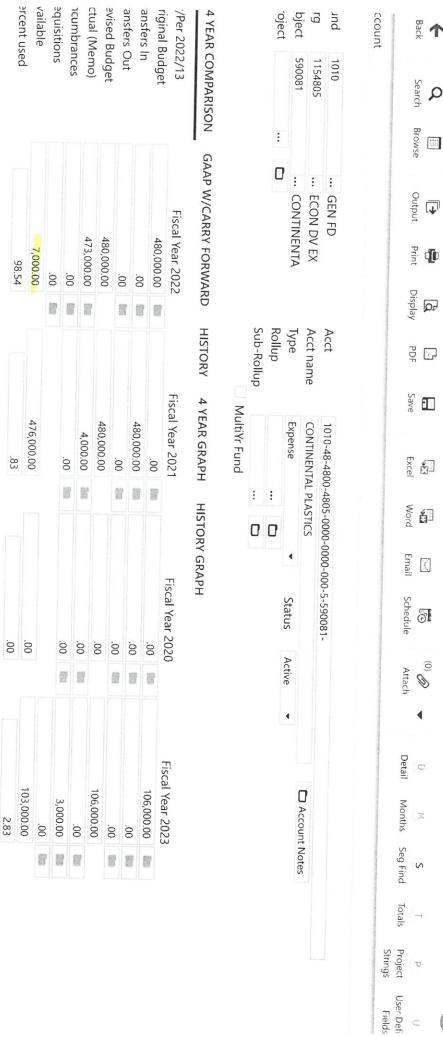
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GL Bud								A Activate	
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Hold		Ý							
Approvers		24,200.00	24,200.00	9,500.00	0.00	0.00			
			71.81 %	28.19 %	0.00 %	0.00 %			
				Invoices (6)	Purchase Orders (0)	Requisitions (0)			
				☐ Terms	Performance (0)	Milestones (0)	Additional Information		

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Castern Wholesale Lence

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Purchase Order Inquiry [Rowan County]





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4 YEAR COMPARISON GAAP W/CARRY FORWARD HISTORY **4 YEAR GRAPH** HISTORY GRAPH

Fiscal Year 2022

Fiscal Year 2021

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Fiscal Year 2023

213,750.00 280,000.00 282,888.00 69,138.00 2,888.00 24.44 .00 .00 .00 1 371,226.00 200,000.00 357,234.00 171,226.00 13,992.00 3.77 .00 .00 100,000.00 100,000.00 95,880.00 4,120.00 4.12 .00 .00 .00 354,000.00 354,000.00 354,000.00 .00 .00 .00 .00 .00

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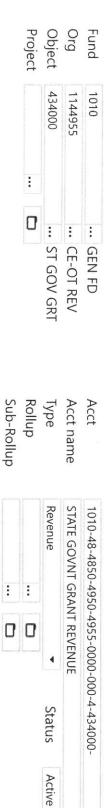
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Account Inquiry [Rowan County]



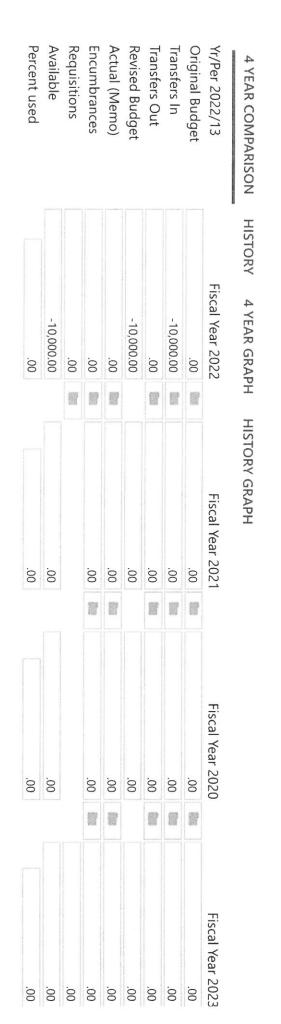




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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To appropriate fund balance and expenditures for fiscal year 2022

Landfill Fund encumbrances

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Bal Unrestricted		271110		
CIP - Architect	R	3744124-495000	432,176	
	E	3758093-577010	432,176	
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	670,698.14 432,176.23 432,176.23	0.00	
	60.81 % 39.19 %	0.00 %	
	Invoices (10)	Requisitions (0) Purchase Orders (0)	
	lerms	Additional Information Milestones (0) Performance (n)	

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To appropriate fund balance and expenditures for fiscal year 2022

Landfill Fund encumbrances

BUDGET INFORMATION:

ACCOUNT TITLE	+-+	ACCOUNT #	INCREASE	DECREAS
Appropriated Fund Bal Unrestricted	R	6144720-495000	246.004	
C/A Landfill Cell	E	6154720-574011	216,329 216,329	
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Object 574011

Org 6154720

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To appropriate fund balance and expenditures for fiscal year 2022

Airport Fund encumbrances

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE		
Appropriated Fund Bal Unrestricted	R	6244560 405000				
Consulting Services	E	6344560-495000 6354560-532017	1,264,038			
C/A Hangar	E	6354560-573011	65,123			
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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To appropriate fund balance and expenditures for fiscal year 2022

Water Fund encumbrances

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Bal Unrestricted	R	CE 47540 405000		
C/A Chemical Booster Station	E	6547510-495000	612,364	
Contracted Services	E	6557510-573025	564,841	
		6557510-533001	47,523	
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Purchase Orders (0)	0.00 %	0.00	Open PO	43,350.00	
Requisitions (0)	0.00 %	0.00	Open Req	43,350.00	
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Approvers		16,337.50	16,337.50	208,662.84	0.00	0.00			
			7.26 %	92.74 %	0.00 %	0.00 %			
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Approvers		16,337.50	16,337.50	208,662.84	0.00	0.00			
			7.26 %	92.74 %	0.00 %	0.00 %			
				Invoices (23)	Purchase Orders (0)	Requisitions (0)			
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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To appropriate fund balance and expenditures for fiscal year 2022

Airport Fund encumbrances

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCORPAGE	
		710000111 #	INCREASE	DECREASE
Appropriated Fund Bal Unrestricted	R	6344550-495000	212 571	
C/A-Instrument Landing System	Е	6354550-574069	213,571	
Tree Removal Services	Е	6354550-533064	213,283	
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			□ Terms	Performance (0)	Milestones (n)	Additional Information					

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144 TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Justan Mounts, Director, Ro. Co. Veterans Services, West End Plaza, and West End Plaza

Events Center

DATE: July 25, 2022

SUBJECT: Potential Lease at West End Plaza

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143.318(a)(5) to consider a potential lease at West End Plaza.