

#### ROWAN COUNTY COMMISSION AGENDA

October 17, 2022 - 6:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building 130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device: https://bit.ly/rowanboc6pm Password: 028144

Or join by phone: Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 976 9368 1450

**Password: 028144** 

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: October 3, 2022
- 1 Consider Approval of Consent Agenda
  - A. Badcock Home Furniture Lease Renewal
  - B. Sale of Ground Lease Hangar T7
  - C. Recommendation to Change Shelter Rental Times

- D. Sole-Source SHI International
- E. Sole-Source Wrike
- F. SECU ATM at WEP
- G. Tax Refunds for Approval
- H. Titan Aviation Fuel
- I. Airport Parking Lot Change Order #2
- J. RTS Subrecipient Title VI Program Plan
- K. Positions Requested as Part of Opioid Settlement Proposal
- L. Award Facilities Services Roof Replacement To Interstate Roofing, Inc.
- M. 2022 Principal Expense Report Short Form for Q3 Lobbying
- N. Refund of Fees
- 2 Special Recognition
  - A. Recognition of Chaplain Michael Taylor Clergy Appreciation Month
- 3 Public Comment Period
- 4 Quasi-judicial Hearing for SUP 03-22: Network Building and Consulting
- 5 Public Hearing for Z 05-22
- 6 Public Hearing for HLC 02-22
- 7 Presentation of 2023 Schedule of Values
- 8 Approval of Financing and Purchase of Public Safety Radios for Project 25
- 9 Discussion Regarding December Meeting Schedule
- 10 Financial Reports
- 11 Budget Amendments
- 12 Closed Session
  - To Consider Approval of Closed Session Minutes
  - For Attorney-Client Privileged Communication Regarding Zoning Compliance
  - For Attorney-Client Privileged Communication Regarding a Settlement Agreement
  - For Attorney-Client Privileged Communication Regarding a Lease at the Airport

#### 13 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: <a href="https://relaync.com">https://relaync.com</a>.

#### ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

#### **MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board

**DATE:** October 7, 2022

**SUBJECT:** Consider Approval of the Minutes: October 3, 2022

**ATTACHMENTS:** 

Description Upload Date Type

October 3 2022 Minutes 10/7/2022 Cover Memo

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



#### **Rowan County Board of Commissioners**

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

# MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS October 3, 2022 – 3:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Present: Jim Greene, Vice-Chairman

Mike Caskey, Member Craig Pierce, Member

Absent: Greg Edds, Chairman

Judy Klusman, Member

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

Vice-Chairman Greene convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Vice-Chairman Greene led the Pledge of Allegiance.

#### CONSIDER ADDITIONS TO THE AGENDA

Commissioner Pierce moved to add an issue to the Consent Agenda to authorize the Manager to negotiate a contract with ADW to design and administer construction for Rowan Transit office space at the West End Plaza. The motion was seconded by Commissioner Caskey and passed unanimously (3-0). Vice-Chairman Greene added the issue to the Consent Agenda as Item Z.

Vice-Chairman Greene pulled Consent Agenda Item U (Request to Advertise Position of Tax Collector) and placed the issue on the agenda as Item #3a. Vice-Chairman Greene asked County Attorney Jay Dees if the Board could also discuss advertising for the position of County Clerk at the same time and Mr. Dees responded yes.

#### CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

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

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve the agenda as amended passed unanimously (3-0).

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

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve the minutes of the September 19, 2022 Commission Meeting passed unanimously (3-0).

#### 1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Pierce moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Caskey and passed unanimously (3-0).

The Consent Agenda consisted of the following:

- A. Thanksgiving Office Hours
- B. Sole-Source Zoho Corporation
- C. Sole-Source EMS Technology Solutions LLC
- D. Satisfactions for HOME Rehabilitation Deeds of Trust
- E. Schedule Public Hearing for HLC 02-22
- F. Schedule Quasi-judicial Hearing for SUP 3-22: Network Building and Consulting, for October 17, 2022
- G. Sole-Source Cengage Learning
- H. MOU James River Equipment
- I. Sole-Source Aero Specialties
- J. Assignment of Jurisdiction for 2 Parcels to Granite Quarry, NC
- K. Schedule Public Hearing for Z 05-22
- L. 4H NRA Grant for Shooting Sports Clubs
- M. State Grant Certification Document for Emergency Services
- N. Pre-Audit Authority for Assistant Finance Director
- O. Paul P. Hinkle, Sr. Deed of Trust Satisfaction
- P. Autopulse Systems Zoll Medical
- Q. Fifteen (15) Vehicle Purchases Sheriff's Office
- R. Sole-Source Stryker Procare Services
- S. Financing for Radios
- T. Reclassification of Temporary Positions in DSS
- U. Request to Advertise Position of Tax Collector (this topic was pulled from the Consent Agenda and placed on the regular agenda as Item #3a for discussion)
- V. Request to Execute Grant Documents Hexagon Agility Project
- W. Fireworks Display: Emmanuel Baptist Church
- X. Airport Parking Lot Change Order
- Y. Fee Proposal for Health Department Advanced Planning Phase at West End Plaza
- Z. Authorize County Manager to Negotiate a Contract with ADW to Design and Administer Construction for Rowan Transit Office Space at West End Plaza (addition to the Consent Agenda)

#### 2. RESOLUTION SUPPORTING OPERATION GREEN LIGHT

Vice-Chairman Greene asked Commissioner Caskey, who is also a member of the National Guard, to read the Resolution Supporting Operation Green Light.

#### The Resolution was read as follows:

WHEREAS, the residents of Rowan County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Rowan County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually and an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Rowan County Board of Commissioners appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be accorded to them.

NOW THEREFORE BE IT RESOLVED, the Rowan County Board of Commissioners, with designation as a Green Light for Veterans County, hereby declares the week of November 7<sup>th</sup> 2022, through November 13<sup>th</sup> 2022, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; and

BE IT FURTHER RESOLVED that in observance of Operation Green Light, the Rowan County Board of Commissioners encourages its citizens, in patriotic tradition, to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Commissioner Caskey moved, Commissioner Pierce seconded and the vote to approve the Resolution, as read, passed unanimously (3-0).

Vice-Chairman Greene announced that Rowan County had taken steps to participate in the nationwide effort to display a green light to show appreciation to our veterans for their sacrifices. The County installed a green light at the majority of county buildings for the designated timeframe. Vice-Chairman Greene took the opportunity to encourage citizens to also participate by displaying a green light at their residence or place of business.

#### 3. PUBLIC COMMENT PERIOD

There were no citizens wishing to address the Board.

#### **ADDITION**

#### <u>3a. DISCUSSION REGARDING ADVERTISING FOR THE POSITION OF TAX</u> COLLECTOR AND CLERK TO THE BOARD

Vice-Chairman Greene said the Board had two (2) job openings coming up due to the planned retirements of the Tax Collector and the Clerk to the Board. Vice-Chairman Greene opened the floor for discussion as to how the positions would be advertised.

Commissioner Caskey explained for the public's benefit that both the Tax Collector and Clerk to the Board were positions appointed by the Board of Commissioners. Commissioner Caskey said there were only five (5) positions appointed by the Board. Commissioner Caskey said the Tax Collector's position had been listed on the Consent Agenda to solicit internal applications only; however, he felt the Commissioners should allow for external applications.

Vice-Chairman Greene stated Carolyn Barger was retiring as Clerk to the Board and he felt the Clerk's position should also be advertised and open to external applicants.

Commissioner Pierce asked if the Board wanted to instruct Human Resources to advertise and screen the applications.

Commissioner Caskey said he wanted to know which applications were not sent to the Board, as well.

Commissioner Pierce moved to open the application process to the public for the application period and Human Resources (HR) would collect and put the applications together to offer up the to the Commissioners after the applications had been vetted. The motion was seconded by Commissioner Caskey.

Commissioner Caskey said the Board could use HR to facilitate the process; however, since the position would be a Board appointment, he wanted the Board to have the ability to see all the applications and not be limited to only the applications HR might provide. Commissioner Caskey asked Mr. Dees if the Board could only view the applications provided by HR.

Vice-Chairman Greene agreed the Board should have the ability to look at all applications.

Mr. Dees said HR could compile the list of candidates and create a target list of who they deemed to be the top prospects based on qualifications but the Board could have access to all the applications. Mr. Dees said it was up to the Board as to how it wished to proceed and how much information it wished to review.

Kelly Natoli, Assistant County Manager/HR Director, came forward and said HR screens the applications for minimum qualifications. Ms. Natoli said HR could provide a shared file for the Board to review the applications that met the minimum qualifications.

Commissioner Pierce discussed the prior process used for hiring the County Manager and said he would like for HR to put together the applications with regards to qualifications.

Ms. Natoli encouraged the Board to ask people to use the automated application process.

In response to Vice-Chairman Greene, Commissioner Caskey confirmed the additional feedback had not changed the motion.

Upon being put to a vote, the motion on the floor was seconded by Commissioner Caskey and passed unanimously (3-0).

#### 4. PUBLIC HEARING AND SUMMARY PRESENTATION – EDC 'PROJECT FINISHING'

Scott Shelton, Vice President, Rowan Economic Development Commission, provided a power point as he discussed the revised incentive request for Project Finishing (Project).

Mr. Shelton said the company behind the Project was a manufacturer evaluating potential sites and buildings in the southeastern United States to relocate its business from the northeast. The company was considering a vacant facility in Rowan County. If selected, 29 new jobs would be created over the next three (3) years as part of the Project. The company would also invest approximately \$6.85 million into the property through building renovations and installation of major equipment.

The company was awarded a Level 1 Incentive Grant (Grant) in August. The company wished to forgo the Grant and instead ask the Board to award \$165,000 in a lump sum. The County's Economic Development Funds would be used for the award.

Vice-Chairman Greene opened the public hearing to receive citizen input regarding the revised incentive request. With no one wishing to address the Board, Vice-Chairman Greene closed the public hearing.

Commissioner Pierce moved to approve the revised incentive as requested. The motion was seconded by Commissioner Caskey and passed unanimously (3-0).

Commissioner Pierce moved to rescind the Level 1 Grant originally approved for Project Finishing on August 1, 2022. Commissioner Caskey seconded and the vote passed unanimously (3-0).

#### 5. PUBLIC HEARING: ROAD NAME CHANGES

Pamela Ealey, Planning Technician, presented the staff report for eight (8) proposed road name changes. According to Ms. Ealey, a lot of the changes were the result of ordinance changes. Ms. Ealey reported the proposed names had been approved by 911. Signs were posted advertising the public hearing and letters were sent to the property owners.

Ms. Ealey highlighted the changes as follows:

1. Currently Known As: N/A

Proposed Names: Veterinary Lane, Angler Way\*, Mosquito Circle

Location: 3 driveways located off Roy Miller Loop which connects to SR 2140 St.

Matthews Church Rd in the 2000 block.

Property Owners: Margaret H. Lyerly Revocable (Luther Lyerly)

Reason for Change: change in addressing ordinance requires all campground sites to

have an individually numbered address and for all roads to be named.

2. Currently Known As: N/A

Proposed Name: Restful Way\*

Location: located off Dutchmans Pt which connects to SR 2162, Scout Road in the 300

block

Property Owners: Holshouser Inc.

Reason for Change: change in addressing ordinance requires all campground sites to

have an individually numbered address and for all roads to be named.

3. Currently Known As: N/A

Proposed Name: *Relaxation Lane*\*

Location: located off Leisure Pt which connects to SR 1002, Bringle Ferry Road in the

9200 block

Property Owners: Holshouser Inc.

Reason for Change: change in addressing ordinance requires all campground sites to

have an individually numbered address and for all roads to be named.

4. Currently Known As: Kluttz Lake Road

Proposed Name: *Hawkins Holler Drive* 

Location: located off SR 1505, Mount Hope Church Road in the 5200 block

Property Owners: Jennifer and Walter Hawkins

Reason for Change: drive was named by previous owner, Kluttz Lake Road, new

homeowners wish to change it to the proposed name.

5. Currently Known As: **N/A** 

Proposed Name: Willow Farm Lane

Location: located off SR 1004, Stokes Ferry Rd in the 8900 block

Property Owners: Brian and Shaine Long

Reason for Change: there are two houses using this drive with a third address planned.

6. Currently Known As: N/A

Proposed Name: Old Ribelin Farm Road

Location: located off SR 2131, Dunns Mountain Rd Road in the 1200 block

Property Owners: Thomas & Joy Lowe, Randall & Pamela Elium

Reason for Change: there are two houses using this drive with a third address planned.

7. Currently Known As: N/A

Proposed Name: Crappie Jig Lane\*

Location: located off Pops River Rd which connects to SR 2140, St. Matthews Church

Rd in the 2200 block.

Property Owners: Edith and Eugene Cauble

Reason for Change: change in addressing ordinance requires all campground sites to

have an individually numbered address and for all roads to be named.

8. Currently Known As: N/A

Proposed Names: Church Bells Way, Omega Point

Location: 2 drives located off Miller Cove Rd which connects to SR 2140, St. Matthews

Church Rd in the 2300 block.

Property Owners: Paige and James Lyerly

Reason for Change: change in addressing ordinance requires all campground sites to

have an individually numbered address and for all roads to be named.

Vice-Chairman Greene opened the public hearing to receive citizen input regarding the proposed road names as presented. With no one wishing to address the Board, Vice-Chairman Greene closed the public hearing.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve the eight (8) road names as presented passed unanimously (3-0).

#### 6. TEMPORARY USE PERMIT REQUEST: MILLER FAMILY FARM

Planning Director Ed Muire presented the staff report for a request from Mike Miller. Mr. Muire explained that Mr. Miller had submitted a temporary use permit application for operation of a vortex during his family's annual Maze of Terror (Maze) event on their family farm located on Weaver Road. The attraction was considered a non-farm use on the property and was therefore subject to zoning compliance; likewise, the attraction was required to receive an annual inspection by the North Carolina Department of Labor (DOL). Mr. Miller's current application was set to expire on October 8, 2022 and the DOL certificate would expire around the same time. Mr. Muire noted Mr. Miller had approximately 500 acres and the tract in question was a 160-acre parcel.

Mr. Muire provided a power point as he discussed the Zoning Criteria. Mr. Muire noted the County's Building Inspections Department had been to the site and only minor corrections had been needed. According to Mr. Muire notices were sent to adjoining property owners. While the request did not require a public hearing, Mr. Muire said the County did want to give people an opportunity to speak about any problems.

Staff recommended approval be granted. The dates of operation were proposed for Friday and Saturday nights from 7:00 pm until midnight, September 30-October 31, 2022 and September 29-October 31, 2023.

The applicant, Mike Miller, came forward and described the vortex to be used on the site. Mr. Miller said he spoke with the DOL earlier in the day and the

Vice-Chairman Greene opened the floor to receive comments from anyone wishing to speak on the matter. No citizens came forward.

Commissioner Pierce moved to grant the Temporary Use Permit followed by a second from Commissioner Caskey. The motion passed unanimously (3-0).

#### 7. BUDGET AMENDMENTS

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

- Sheriff Recognize excess revenue in State Asset Forfeiture Funds and budget to the designated expense account. \$5,919
- Finance Recognize reserved funds from FY22 for Health Department's Mayor's Award. Reserves represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. \$24,041
- Finance Recognize reserved funds from FY 2022 for Health Department CC4C. Reserves represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. \$43,289
- Rowan Transit Adjust FY23 ROAP revenues and expenditures to reflect revised State Allocations. \$6,456
- Finance Reverse System Year End Entry 823. \$874,892.97
- Finance Reverse System Year End Entry 823. \$2,494,029.87

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Caskey and passed unanimously (3-0).

## 8. CONSIDER APPROVAL OF BOARD APPOINTMENTS CLEVELAND COMMUNITY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Pat Phifer's term expired September 30, 2022 and he did not wish to be reappointed at this time. Arthur Brown applied for a term that would expire September 30, 2024.

Commissioner Caskey moved, Commissioner Pierce seconded and the vote to appoint Mr. Brown passed unanimously (3-0).

#### DANGEROUS DOG APPEALS BOARD

Nina Dix applied for reappointment. The term was for three (3) years and would expire on October 31, 2025.

Commissioner Pierce moved the reappointment of Ms. Dix. The motion was seconded by Commissioner Caskey and passed unanimously (3-0).

#### JUVENILE CRIME PREVENTION COUNCIL

Erin Moody applied to fill the remainder of a term for a General Public seat. The term would expire June 30, 2023, at which time Ms. Moody would be eligible for reappointment.

Commissioner Caskey moved, Commissioner Pierce seconded and the vote to appoint Ms. Moody passed unanimously (3-0).

#### LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

- Lisa Abrams applied to fill the vacant Industry seat.
- Elisabeth Strillacci applied to fill a vacant Media seat.
- Jessica Moggridge applied to fill a vacant seat for Environmental/Health/Transportation.

The LEPC approved the above applicants and recommended appointment by the Board of Commissioners. There are no term limits for these appointments.

Commissioner Pierce moved the appointment of Ms. Abrams. Commissioner Caskey seconded and the vote passed unanimously (3-0).

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to appoint Ms. Strillacci carried unanimously (3-0).

Commissioner Pierce moved the appointment of Ms. Moggridge followed by a second from Commissioner Caskey. The motion passed unanimously (3-0).

#### 9. CLOSED SESSION

Vice-Chairman Greene moved at 3:43 p.m. for the Board to enter Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on September 19, 2022; and in accordance with North Carolina General Statute 143.318(a)(3) for attorney-client privileged communication regarding a lease at the Airport. The motion was seconded by Commissioner Pierce and passed unanimously (3-0).

Commissioner Pierce moved at 4:02 p.m. for the Board to return to Open Session. The motion was seconded by Commissioner Caskey and passed unanimously. No action was taken.

10. ADJOURNMENT
There being no further business to come before the Board, Commissioner Greene moved to adjourn at 4:03 p.m. The motion was seconded by Commissioner Pierce and passed unanimously (3-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC Clerk to the Board



#### ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

#### **MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director

**DATE:** 10/17/2022

**SUBJECT:** Badcock Home Furniture Lease Renewal

Badcock Corporation would like to renew a lease agreement with Rowan County. Tenant is Currently residing at the West End Plaza, 1935 Jake Alexander Blvd. West, Suite C-9. Bedcock entered into a lease agreement on March 3, 2013. Within the original document, options were listed for renewal. Page 3 Breaks down the payment options listed for year 11-15; stating a monthly payment of \$11,458.33. The first option term would commence on April 1, 2023 and terminate on March 31, 2028.

Board of Commissioners to approve lease renewal for Tenant's, Badcock Home Furniture & More and authorize County Commissioner to sign renewal notice.

#### **ATTACHMENTS:**

Description	Upload Date	Type
Badcock Renewal Letter	9/9/2022	Cover Memo
Badcock Original Lease	9/9/2022	Cover Memo





August 30, 2022

SENT VIA EMAIL leslie.heidrick@rowancountync.gov AND CERTIFIED MAIL RETURN RECEIPT REQUESTED

Rowan County, North Carolina 130 W. Innes Street Salisbury, NC 28144 Attn: Leslie Heidrick

Re:

Tenant's Option to Renew Lease Agreement between Rowan County (successor-in-interest in North Salisbury Realty LLC) ("Landlord") and W.S. Badcock Corporation ("Badcock") dated March 3, 2013 ("Lease") for premises located at 1935 Jake Alexander Blvd. West, Suite C-9, Salisbury, NC 28147 ("Premises")

Dear Ms. Heidrick:

This letter shall serve as notice to the Landlord of Badcock's intent to exercise its first option to renew the above-referenced Lease. The First Option Term will commence on April 1, 2023 and terminate on March 31, 2028, with annual Rent in the amount of \$137,500, payable in monthly installments of \$11,458.33. All other terms of the Lease shall continue to govern the relationship of the parties. If these terms accurately reflect your understanding of our agreement, please sign, date and return the acknowledgment below to me at Badcock.realestate@badcock.com.

As always, it is a pleasure dealing with Rowan County, and Badcock looks forward to the continuation of our excellent landlord/tenant business relationship.

Sincerely,
W. Genick Tylon
W. Derrick Taylor
Vice President
LANDLORD HEREBY ACKNOWLEDGES RECEIPT OF THIS RENEWAL NOTICE AND HAS READ AND AGREES TO THE TERMSHEREIN AS OF THIS DAY OF
, 2022.
ROWAN COUNTY, NORTH CAROLINA
By:
Printed Name:
Γitle:
Date:

Badcock

## SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT (this "Lease"), is made and entered into this 3 it day of MARCH. 2013. by and between NORTH SALISBURY REALTY, LLC. a North Carolina limited liability company, having an address of c o Namdar Realty Group. 150 Great Neck Road. Suite 304, Great Neck. New York 11021 ("Landlord"), and W.S. BADCOCK CORPORATION, a Florida corporation, having an address of 205 N.W. 2<sup>52</sup> Street, Mulberry, Florida 33860 ("Tenant"). Tenant and Landlord may hereinafter sometimes be referred to individually as "Party" and collectively as the "Parties."

### WITNESSETH

For and in consideration of the mutual covenants and agreements set forth herein and in consideration of the rents to be paid by Tenant to Landlord, the Parties hereto agree as follows:

### 1. LEASED PREMISES

Landlord does hereby lease and demise unto Tenant and Tenant hereby rents from Landlord the premises containing approximately 25,000 square feet located at 1935 Jake Alexander Boulevard West, Suite \_\_\_\_\_. Salisbury. Rowan County. North Carolina 28147 ("Leased Premises") in the Salisbury Mall ("Mall"), as together with all appurtenances thereto, and with easements of ingress and egress necessary and adequate for Tenant to conduct its business as a retail home furnishings, appliances and electronics store. Said Leased Premises are situated at the location depicted and identified on the site plan in <a href="Exhibit">Exhibit "A"</a> attached hereto and incorporated herein.

#### 2. TERM

- A. Effective Date. The Effective Date above shall be the date upon which this Lease is executed and delivered by both Parties.
- B. Initial Term. The "Initial Term" of this Lease shall commence on the date Landlord delivers possession of the Leased Premises to Tenant ("Lease Commencement Date"), and shall end on the last day of the tenth (10th) Lease Year, as defined below.

## C. Delivery of Leased Premises.

- (1) The Leased Premises shall be deemed delivered to Tenant by Landlord upon: (i) execution and delivery of this Lease by both Parties; (ii) Landlord's delivery to Tenant of a key to and physical possession of the Leased Premises in the condition required by this Lease; and (iii) the Leased Premises is structurally sound and the roof is watertight and free of leaks, with the first date upon which all such events shall have occurred being herein sometimes referred to as the "Delivery Date." Landlord agrees that the Delivery Date shall not be later than fifteen (15) days following the execution and delivery of this Lease by both Parties. If Landlord fails to deliver the Leased Premises by the Delivery Date. Tenant shall accrue one (1) day of free Rent for each day of late delivery.
- (2) Notwithstanding the foregoing, if the Delivery Date has not occurred on or before thirtieth (30th) day following the execution and delivery of this Lease by both Parties, and such delay is not the result of Tenant's actions. Tenant shall have the right to terminate this

Landlord's Initials Zv

Tenant's Initial \$\mathcal{PB}\$

Lease upon written notice to Landlord in which case this Lease shall be of no further force and effect and Landlord and Tenant shall each be released and discharged from all liability under this Lease. In this event, all sums paid by Tenant to Landlord, if any, on account of this Lease shall be promptly refunded to Tenant.

D. <u>Lease Year</u>. The first Lease Year of the Initial Term shall commence on the Lease Commencement Date and shall end on the last day of the twelfth (12th) full calendar month following the Lease Commencement Date. The term "Lease Year" thereafter shall mean each successive period of twelve (12) consecutive calendar months of the Term following the initial Lease Year.

## E. Option Terms.

- 1. First Option Term. Provided Tenant is not in default and is open and operating in the Leased Premises on the date the Initial Term of this Lease expires, and if this Lease shall be in full force and effect on such date and Tenant shall have fully complied with all the obligations and conditions of this Lease. Tenant shall have the option to renew this Lease for one (1) additional 5-year period ("First Option Term") under the same terms and conditions, except Rent, as is set forth in Section 3 below, provided Tenant shall give written notice to Landlord that it is exercising this option at least one hundred eighty (180) days prior to the expiration of the Initial Term hereof.
- 2. Second Option Term. Provided Tenant is not in default and is open and operating in the Leased Premises on the date the First Option Term of the Lease expires, and if the Lease shall be in full force and effect on such date and Tenant shall have fully complied with all the obligations and conditions of the Lease. Tenant shall have the option to renew the Lease for one (1) additional five 5-year period ("Second Option Term") under the same terms and conditions, except Rent, as is set forth in Section 3 below, provided Tenant shall give written notice to Landlord that it is exercising this option at least one hundred eighty (180) days prior to the expiration of the First Option Term hereof.

Receipt of such above-referenced option notice by Landlord shall constitute renewal, and shall be binding upon the Parties.

F. Term Defined. The term "Term" shall be deemed to refer to the Initial Term or any Option Term from time to time properly exercised hereunder.

## 3. AMOUNT OF RENT

- A. Gross Lease. This Lease is intended to be a "gross" lease. The Rent amount set forth herein and paid by Tenant shall include all applicable taxes and insurance on the land, buildings and Common Areas comprising the Mall (including the Leased Premises) and all costs and expenses associated with the operation, repair or maintenance of the land, buildings and Common Areas comprising the Mall (excluding maintenance and repair of the Leased Premises for which Tenant is responsible under Section 8A). All such costs and expenses shall be Landlord's sole responsibility.
- B. Rent Commencement. The commencement date for payment of Rent under this Lease shall be two hundred forty (240) days from the Delivery Date ("Rent Commencement Date").

Landlord's Initials III

Initial Term. From the Rent Commencement Date and continuing thereafter throughout the remainder of the Initial Term of this Lease. Tenant covenants to pay to Landlord Five and 00 100ths Dollars (\$5.00) per square foot as rent ("Rent") for said Leased Premises for an annual amount of One Hundred Twenty-Five Thousand and 00 100ths Dollars (\$125,000.00) payable in monthly installments of Ten Thousand Four Hundred Sixteen and 67/100ths Dollars (\$10,416.67).

Said Rent shall be payable in advance on first (1%) day of each month; provided that, if the Rent Commencement Date shall be other than the first (1") day of a calendar month, the amount payable for the month in which the Rent Commencement Date occurs shall be a prorated amount based on the number of days in such month, and the prorated amount shall be paid by Tenant on or before the first (1st) day of the following calendar month.

Option Terms. The Option Terms shall incorporate all terms of this Lease, and D. Tenant covenants to pay to Landlord Rent in the following amounts:

Lease Years	Annually	Monthly	Per Square Foot
1st Option Term: Years 11-15	\$137.500.00	\$11,458.33	\$5.50
2 <sup>nd</sup> Option Term: Years 16-20	\$150,000.00	\$12,500.00	\$6.00

Said monthly Rent shall be payable in advance on the first (1st) day of each month.

- Payment of Rent. Payment of Rent due hereunder shall be paid when due without prior demand and without any deductions or set-offs (unless such deductions or set-offs are expressly provided for in this Lease) made payable to North Salisbury Realty. LLC and sent to c/o Namdar Realty Group, 150 Great Neck Road, Suite 304, Great Neck, New York 11021.
- Late Charges/Interest. If any Rent. subject to right of set-off and abatement as specifically set forth in this Lease, is not paid when due and such failure shall continue for ten (10) days, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount.

## 4. CONDITION OF LEASED PREMISES UPON DELIVERY

Tenant acknowledges and agrees that, except as expressly set forth herein, the Leased Premises is and shall be leased by Landlord to Tenant in the "as is" condition existing as of Landlord's delivery. Notwithstanding the foregoing. Landlord hereby covenants that as of the Delivery Date, the Leased Premises shall be in good operating order and repair, in broom-clean condition, free of asbestos and other hazardous substances, and in compliance with all applicable laws. Additionally, the roof, floor, exterior walls, sewer, plumbing, utility, electrical and mechanical systems, including HVAC systems, servicing the Leased Premises shall be in good operating condition and in compliance with all local, state and federal laws, ordinances, regulations and codes.

### 5. PERMITS; APPROVALS

It is understood and agreed by the Parties that Tenant's ability to use the Leased Premises is contingent upon Tenant (a) obtaining all of the certificates, permits, licenses and other approvals (collectively "Approvals") required by any and all federal, state or local authorities for the remodeling of the Leased Premises as provided for under this Lease and for conducting its home

furnishings and appliance business in the Leased Premises: and (b) there being no covenant. ordinance or restriction (collectively "Restrictions") that would prohibit or unreasonably interfere with Tenant's use of the Leased Premises for the sale of home furnishings and appliances. Landlord hereby agrees to, at no cost or expense to Landlord, cooperate fully with Tenant in securing the aforesaid Approvals. Tenant hereby covenants and agrees to use due diligence and good faith in procuring all necessary Approvals for which Tenant is responsible, and to execute such documents. make such appearances, and do such other things as may be reasonably necessary to satisfy the aforementioned conditions, all at Tenant's sole cost and expense. In the event any such applications for such Approvals are denied rejected or Tenant determines in good faith that it will be unable to use the Leased Premises for their intended purpose due to the aforesaid Restrictions, Tenant shall have the right to terminate this Lease upon written notice to Landlord within sixty (60) days after the Lease Commencement Date, in which case this Lease shall terminate and expire as of the date of Tenant's notice, with neither Party having any further right, duty, liability or obligation hereunder with respect to matters to be paid or performed from and after the date of such termination.

### 6. USE OF LEASED PREMISES AND HOURS OF OPERATION

- Permitted Use. The Leased Premises shall be used solely for the purpose of the retail sale, distribution or leasing of home furniture, home furnishings, home office furniture, children's furniture and merchandise, electronics, appliances, and various other consumer goods, including but not limited to, air conditioners, sporting goods, patio and outdoor furniture and accessories, grills and smokers, lawn mowers and other lawn equipment (whether through Tenant's proprietary transaction closing options or programs or third party transaction closing options and programs). Tenant shall. during the Initial Term and Option Terms of this Lease, continuously use the Leased Premises for the purpose hereinbefore stated and for no other purpose without the written consent of Landlord.
- Trade Name. Tenant shall use and operated the Leased Premises under the trade name of "Badcock Home Furniture &more," or the then current trade name being used at that time.
- Hours of Operation. Tenant shall not be required to maintain full Mall hours, but shall observe such hours of operation as it deems appropriate and as required by its Retail Operations Department, such hours being approximately 10:00 a.m. to 8:00 p.m. Monday through Saturday and 1:00 p.m. to 6:00 p.m. on Sunday at the time of Lease execution. Tenant shall have the right to change its hours of operations as required by its Retail Operations Department. Tenant shall notify Landlord in writing of any change to its hours of operation. Tenant will continuously operate on such days during the Initial Term and any Option Term of this Lease, except under force majeure events and events provided for under this Lease.

## 7. TENANT'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF

Upon delivery of the Leased Premises to Tenant by Landlord. Tenant shall diligently perform all work of whatever nature ("Tenant's Work") to prepare for the opening to the public of Tenant's store in the Leased Premises. Prior to commencement of any of Tenant's Work, Tenant agrees to furnish the plans and specifications with respect to the Leased Premises to Landlord for approval. All of Tenant's Work shall be performed diligently and in a good and workmanlike manner and in accordance with all applicable laws, ordinances, and codes.

During the Initial Term and Option Term of this Lease. Tenant shall be entitled to make

such non-structural alterations and remodelings (interior or exterior) as it finds necessary or desirable for its purposes and as may be permitted by applicable governmental laws, ordinances, regulations and other requirements without Landlord's consent or approval. Tenant shall have the right to make such structural and or exterior alterations, improvements, and remodelings to the Leased Premises as may be necessary or desirable for the conduct of its business and as may be permitted by applicable governmental laws, ordinances, regulations and other requirements, including closing off the interior Mall entry to the Leased Premises; provided, however, that any such alterations, improvements, or remodelings shall be subject to Landlord's approval of the plans and specifications, said approval not to be unreasonably withheld or delayed. As used herein, the term "structural" shall mean of or relating to the supporting members of the building such as bearing walls, columns, beams or girders and foundations. Except as otherwise may be agreed upon by Landlord in writing, all alterations and remodelings of Leased Premises by Tenant shall be at Tenant's sole cost and expense.

Landlord hereby agrees, at no cost to Landlord, to cooperate fully with Tenant in securing permits and approvals required for alterations and improvements made by Tenant herein, and hereby grants Tenant the right to make application for them in the name of Landlord if necessary.

## 8. MAINTENANCE AND REPAIR OF LEASED PREMISES

During the Initial Term and Option Terms of this Lease. Tenant and Landlord shall be responsible to maintain and repair the Leased Premises as stated below:

Tenant's Responsibility. Tenant shall permit no waste, damage or injury to the Leased Premises and shall keep, maintain the Leased Premises in good condition and repair, including, but not limited to, (i) heating, ventilation and air conditioning ("HVAC") unit: (ii) plumbing, sewer, utility and electrical systems that are within the Leased Premises and above the foundation: (iii) Tenant's signs; (iv) interior painting; (v) floor and wall coverings; and (vi) exterior doors and door frames. Notwithstanding the foregoing. Landlord shall warrant and be responsible for the plumbing, sewer, utility and electrical systems, and HVAC for the first (1st) Lease Year. Beginning as of the second (2nd) Lease Year and continuing thereafter throughout the remainder of the Initial Term and Option Terms of this Lease. Landlord shall be responsible for costs exceeding One Thousand Five Hundred and 00 100ths Dollars (\$1.500.00) per occurrence on HVAC repairs and maintenance and for replacing the HVAC system, if necessary, so long as Tenant maintains and performs regular maintenance on the HVAC system. Landlord agrees that Tenant may provide such HVAC maintenance either through Tenant's on-staff, qualified HVAC technicians or a service contract with a reputable, licensed mechanical contractor. If Tenant performs its own HVAC maintenance, then Tenant shall provide written documentation to Landlord as to its semi-annual maintenance inspections.

Tenant shall make any replacements thereof and shall replace any glass, at its own cost and expense, with glass of the same quality or as required by code any cracked or broken glass, including plate glass, other glass, or breakable material used in structural portions, and any interior and exterior windows and doors in the Leased Premises.

B. Landlord's Responsibility. In addition to those amounts of repairs set forth in Section 8A above, Landlord shall be responsible for the maintenance, repair, and any necessary replacement of (i) the structure of the building of which the Leased Premises is a part, including exterior walls, the foundation, the roof, and load-bearing portions of the walls; (ii) plumbing, sewer, utility and electrical systems beneath the foundation of the Leased Premises; (iii) the exterior of the

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building, including gutters (except for cleaning them out), down spouts and splash blocks; and (iv) the exterior conduits and lines for plumbing, sewer, utility and electrical systems up to the point of connection to the Leased Premises. Landlord shall deliver the roof system in good repair, watertight connection and free of leaks and maintain the roof such manner during the Initial I cm and Option Terms of this Lease.

### 6. MECHANICS LIENS

Tenant shall not allow any lien to be filed against the Leased Premises or the Mall. If any mechanic's or materialman's lien or any notice lien shall be filed against the Leased Premises or the Mall arising out of any labor or material performed or furnished to Tenant or to anyone holding the Leased Premises through or under Tenant. Tenant shall immediately cause the same to be canceled or discharged of record by bond or otherwise as allowed by law at the expense of Tenant. If Tenant shall fail to cause such lien or notice of lien to be cancelled or discharged within thirty (30) days after the filing thereof, then, Landlord may, but shall not be obligated to, cancel or discharge the same by paying the amount claimed to be due or posting a bond, and the amounts so paid by Landlord and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in paying, bonding off or procuring the discharge of such lien or notice of lien, shall be due and payable by Tenant to or procuring the discharge of such lien or notice of lien, shall be due and payable by Tenant to be procuring the discharge of such lien or notice of lien, shall be due and payable by Tenant to

### 10. COMMONAREAS

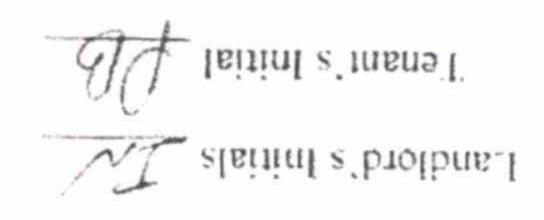
A. The "Common Areas" shall include, without limitation, parking lots, sidewalks, driveways, landscape areas, service areas, corridors, access and perimeter roads, public facilities and other areas available for common use by the public and tenants of the Mall (but exclusive of any loading docks intended for use by a specific tenant or occupant of the Mall). Tenant shall not obstruct the sidewalk in front of, or any entrance to, the building containing the Leased Premises in such a manner as shall inhibit the normal movement of pedestrian traffic in any way about the Leased Premises and the Mall.

B. Tenant shall have the non-exclusive right in common with Landlord, other present and future owners, other tenants and their respective agents, employees, customers, licenses, subtenants, and invitees, to use the Common Areas during the Initial Term and Option Terms of this Lease, subject to reasonable rules and regulations promulgated by Landlord.

C. Landlord shall keep the Common Areas, including automobile parking areas, in a near, clean, orderly and safe condition

## II. UTILITIES

During the Initial Term and Option Terms of this Lease, Landlord shall provide and maintain the necessary mains, ducts, and conduits in order to bring water, gas, electricity, telephone service, and other utilities to the Leased Premises. Tenant shall be responsible for any consumption-related fees or costs for all utilities. In the event that any utility or service provided to the Leased Premises is not separately metered. Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro-rata share of the charges.



### 12. TAXES

- Tenant's Taxes. During the Initial Term and Option Terms of this Lease, Tenant shall, at its sole cost and expense, timely pay to the applicable taxing authorities all taxes, duties and assessments which are levied, charged or assessed against any furniture, fixtures, equipment or other personal property used by Tenant in the Leased Premises.
- Landlord's Taxes. During the Initial Term and Option Terms of this Lease. Landlord shall, at is sole cost and expense, timely pay all ad valorem real property taxes and any general and/or special assessments which may be levied or assessed by any lawful authority against the land. buildings and Common Areas comprising the Mall (including the Leased Premises).

### 13. INSURANCE

During the Initial Term and Option Terms of this Lease. Tenant and Landlord shall procure and maintain the following policies of insurance:

### Tenant's Insurance.

1. General Liability Insurance. Tenant, at its own expense, shall carry general liability insurance in not less than the following limits:

Bodily Injury

\$300.000/\$1,000.000

Property Damage

\$300,000

Excess Umbrella

\$2,000,000

2. Fire and Extended Coverage. Tenant shall, at its election, insure or self-insure its personal property, including removable trade fixtures, located in the Leased Premises.

Said policy or policies shall name Tenant as the Insured and Landlord as an additional insured and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof. A certificate of insurance/evidence of coverage shall be delivered to Landlord within thirty (30) days following the delivery of the Leased Premises to Tenant.

#### Landlord's Insurance. В.

- 1. Casualty Insurance. Landlord shall, at its sole expense, carry a casualty insurance policy with respect to the buildings and improvements located on the Mall property, including the Leased Premises, which policy shall reflect full one hundred percent (100%) replacement cost coverage with fire, extended coverage, vandalism, malicious mischief, windstorm, fire sprinkler leakage and collapse insurance coverage.
- 2. Public Liability Insurance. Landlord shall, at its sole expense, carry public liability with respect to the Common Areas in which the limits of public liability shall be no less than One Million and No.100 Dollars (\$1,000,000,00) per occurrence
  - 3. Property Damage Insurance. Landlord shall, at its sole expense, carry property

damage insurance and in which the limits of property damage liability shall be no less than Two Hundred Fifty Thousand and 00 100ths Dollars (\$250,000,00) per occurrence.

Said policy or policies shall name Landlord as the Insured and Landlord agrees to notify Tenant not less than thirty (30) days in advance of any modification or cancellation thereof. Said insurance may be maintained by means of a policy or policies of blanket or excess insurance provided that the requirements set forth in this Section 13B are satisfied. A certificate of insurance evidence of coverage shall be delivered to Tenant within thirty (30) days following the delivery of the Leased Premises to Tenant.

#### 14. SIGNS

- A. Pylon Sign. During the Initial Term and Option Terms of this Lease. Tenant shall have the right, at its sole cost and expense, to locate a panel on the existing pylon sign(s) of the Mall in a location designated by Landlord. In the event no pylon sign exists, Tenant shall have the right to erect a pole sign at the entrance of the Mall. Said panel or pole sign shall meet with all applicable laws, ordinances, regulations, codes, and other governmental requirements, and be specifically subject to Landlord's prior written approval, said approval not to be unreasonably withheld. A photo of the current pylon sign(s) with Tenant's designated panel location is attached hereto as **Exhibit** "B." Landlord acknowledges that, subject to receipt by Tenant of any and all applicable approvals and permits. Landlord's execution of this Lease shall be deemed as approval of Tenant's panel signage specifications for the pylon sign(s) set forth in **Exhibit "C"** attached hereto and incorporated herein.
- B. Exterior Sign. During the Initial Term and Option Terms of this Lease. Tenant shall have the right, at its sole cost and expense, to erect and maintain one (1) exterior sign in the area above the Leased Premises designated by Landlord. Said sign shall meet with all applicable laws, ordinances, regulations, codes, and other governmental requirements, and be specifically subject to Landlord's prior written approval, said approval not being unreasonably withheld. Landlord acknowledges that, subject to receipt by Tenant of any and all applicable approvals and permits. Landlord's execution of this Lease shall be deemed as approval of Tenant's exterior signage specifications for the Leased Premises set forth in Exhibit "C" attached hereto and incorporated herein.
- C. Other Signs and Banners. Tenant may place signs, placards, banners or other advertising materials on any display window or customer door, and within the Leased Premises as Tenant may consider necessary or desirable without Landlord's consent and all subject to any applicable laws, ordinances, regulations, codes, and other governmental requirements.
- D. Removal of Signs. At the termination or expiration of this Lease, Tenant shall remove all of its signage from the Leased Premises and Mall. Tenant's removal of such signs shall be made in such manner as to avoid damage or defacement of the Leased Premises or other improvements within the Shopping Center and Tenant shall repair all damage to the Leased Premises or Mall resulting from the removal of signs installed by Tenant.
- E. <u>Cooperation of Landlord</u>. Landlord shall, at no cost or expense to Landlord, assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs.

### 15. INDEMNIFICATION

- A. Indemnification by Tenant. During the Initial Term and Option Terms of this Lease, Tenant shall indemnify, defend, and hold Landlord and Landlord's officers, directors, agents, contractors, employees, assignees ("Landlord Indemnified Parties") harmless from and against all claims, actions, lawsuits, demands, damages, liabilities, judgments, penalties and expenses, including costs and reasonable attorney's fees, which may be imposed upon, incurred by or asserted against the Landlord Indemnified Parties for loss of life, bodily injury and/or damage to property to the extent such loss of life, bodily injury and or damage to property resulted from or occurred by reason of (i) Tenant's breach of its obligations under this Lease; and or (ii) the negligence or willful misconduct of Tenant or Tenant's employees, agents, or contractors occurring in or upon the Mall (including the Leased Premises). The obligations of the Tenant under this Section 15A shall survive the expiration or earlier termination of this Lease. The Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Landlord in enforcing this Section 15A.
- B. Indemnification by Landlord. During the Initial Term and Option Terms of this Lease. Landlord shall indemnify, defend, and hold Tenant and Tenant's officers, directors, agents, contractors, employees, assignees and subtenants ("Tenant Indemnified Parties") harmless against any and all claims, actions, lawsuits, demands, damages, liabilities, judgments, penalties and expenses, including costs and reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against the Tenant Indemnified Parties for loss of life, bodily injury and/or damage to property to the extent such loss of life, bodily injury and/or damage to property resulted from or occurred by reason of (i) Landlord's breach of its obligations under this Lease; and/or (ii) the negligence or willful misconduct of Landlord or Landlord's employees, agents, or contractors occurring in or upon the Shopping Center (including the Leased Premises). The obligations of Landlord under this Section 15B shall survive the expiration or earlier termination of this Lease. Landlord shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Tenant in enforcing this Section 15B.

### 16. QUIET ENJOYMENT

Landlord warrants that it is the owner of the Leased Premises and that it has the full right and authority to enter into and perform this Lease and to grant the estate herein demised, and covenants and agrees that at all times during the Initial Term and Option Terms of this Lease, when Tenant is not in default beyond any term provided herein for the curing of such default. Tenant's quiet and peaceful enjoyment of the Leased Premises and of all rights, easements, appurtenances and privileges belonging or otherwise appertaining thereof shall not be disturbed or interfered with by Landlord or any person and Landlord will warrant and defend Tenant in the quiet enjoyment and possession of the Leased Premises.

Landlord covenants, agrees and warrants that neither the execution nor the provisions of this Lease violate or breach or will violate or breach any term or provision of any agreement, written or oral, with any other person, and that in the event legal proceedings are instituted by any person to prohibit the use, operation, or enjoyment of the Leased Premises or any part thereof, as provided in this Lease. Landlord will assume the defense of any such legal proceedings and will indemnify and save Tenant harmless from all costs of suit, including attorney fees and consequential damages to Tenant in any manner whatsoever arising from or out of any such legal proceedings and or the total or partial loss of the use, operation, or enjoyment of the Leased Premises or any part thereof as provided in this Lease.

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Landlord further covenants, warrants, and represents that there are no claims of other parties. zoning restrictions, encumbrances, mortgages, restrictive covenants, exclusive use provisions or other liens, restrictions, reservations or defects in Landlord's title which could interfere with or impair or result in any interference with or impairment of Tenant's use, occupancy and enjoyment of the Leased Premises or with Tenant's other rights hereunder, all in accordance with the terms of this Lease: and that Landlord will indemnify, defend and hold harmless Tenant from and against any loss and expense including, without limitation, attorney fees and consequential damages incurred on account of any breach of its warranties.

### 17. OBSERVANCE OF LAWS AND REGULATIONS

Landlord warrants to Tenant that as of the Lease Commencement Date, to Landlord's knowledge, the Leased Premises complies with all applicable laws, ordinances, rules and regulations (collectively "Applicable Laws") of all county, municipal, state, federal or other governmental authorities having jurisdiction over the Leased Premises, including those Applicable Laws regarding hazardous waste or materials and other environmental matters. Landlord further covenants and warrants to Tenant that during the Initial Term and Option Terms of this Lease, Landlord will comply with all Applicable Laws of all county, municipal, state, federal or other governmental authorities having jurisdiction over the Leased Premises, including those Applicable Laws regarding hazardous waste or materials and other environmental matters (excluding those Applicable Laws required to be complied with by Tenant below). In addition, structural changes to the Leased Premises required by Applicable Laws (excluding Tenant's build out, alterations or improvements) shall be made by Landlord without expense to Tenant, including any violations or deficiencies existing at the Lease Commencement Date unless caused as a requirement by Tenant's operations or upfit.

Landlord shall not be required to comply with any Applicable Laws of any county, municipal, state, federal or other applicable governmental authorities or pay any penalties, fines, settlements, judgments, etc., where such compliance or payment is the result of Tenant's sole noncompliance with or violation of such Applicable Laws, in which event Tenant shall be responsible for such compliance with same and/or payment of any penalties, fines, settlements, judgments, etc.

During the Initial Term and Option Terms of this Lease, Tenant shall promptly and fully comply with all Applicable Laws of any and all county, municipal, state, or federal or other applicable governmental authorities having jurisdiction over the Leased Premises, including, but not limited to, all Applicable Laws regarding hazardous waste or materials and other environmental matters, but only to the extent that such Applicable Laws relate to Tenant's operation of Tenant's business thereon.

Tenant shall not be required to comply with any Applicable Laws of any county, municipal, state, federal or other applicable governmental authorities or pay any penalties, fines, settlements. judgments, etc., if non-compliance with or violation of such Applicable Laws existed on the Lease Commencement Date, in which event, Landlord shall be responsible for compliance with same and/or payment of any penalties, fines, settlements, judgments, etc.

### 18. EVENTS OF TENANT DEFAULT & REMEDIES OF LANDLORD

Any one of the following events shall be deemed to be an event of default by Tenant under this Lease:

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- 1. Tenant shall fail to pay any installment of Rent when due and the failure continues for ten (10) days after Tenant's receipt of written notice thereof from Landlord of the failure hereunder:
- 2. Tenant shall fail to comply with any term, provision, or covenant of this I ease in a timely manner, other than the payment of Rent, and such failure shall continue for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord, provided that if such default cannot reasonably be cured within the thirty (30) day period. Tenant shall not be deemed in default if Tenant has commenced to cure such default within the thirty (30) day period and thereafter diligently and continuously pursues the cure to completion:
- 3. Tenant shall become insolvent, bankrupt or file any debtor proceedings, or shall make an assignment for the benefit of creditors:
- 4. Tenant shall file a petition under any section or chapter of the Bankruptey Act, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder, which proceedings are not dismissed within sixty (60) days from the filing of same; or
- 5. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant:
- B. Landlord may exercise any one or more of the following remedies upon an event of default by Tenant:
  - 1. Re-enter upon the Leased Premises or any other part thereof and terminate this Lease by so notifying Tenant and expel Tenant and those claiming under it without being guilty of any trespass, and thenceforth hold and enjoy said Leased Premises for its own use. Such termination shall not serve to release or discharge any damages Tenant may owe to Landlord;
  - 2. Re-enter upon the Leased Premises as agent of Tenant and, if so shall desire, expel Ienant and those claiming under it without being guilty of trespass, and rent the Leased Premises as such agent, apply the proceeds of such rent on account of the Rent due from Tenant and hold Tenant liable for any deficiency:
  - 3. Cure such default, in which event all reasonable costs and expenses incurred by Landlord in curing Tenant's default shall be paid by Tenant to Landlord within thirty (30) days after receipt of Landlord's invoice therefor together with substantiating documentation; and/or
  - 4. Take other such action available to Landlord at law to collect the Rent then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of Tenant under this Lease, including, but not limited to, the right to recover any or all damages incurred by Landlord as a result of Tenant's default.
  - C. Landlord shall use its best efforts to mitigate Landlord's damage arising out of

Tenant's default.

### 19. EVENT OF LANDLORD DEFAULT & REMEDIES OF TENANT

- A. Any one of the following events shall be deemed to be an event of default by Landlord under this Lease:
  - 1. Landlord shall fail to comply with any term or condition of this Lease and such failure shall continue for a period of thirty (30) days after Landlord's receipt of written notice thereof from Tenant, provided that if such default cannot reasonably be cured within the thirty (30) day period, Landlord shall not be deemed in default if Landlord has commenced to cure such default within the thirty (30) day period and thereafter diligently and continuously pursues the cure to completion:
  - 2. Notwithstanding Landlord's attempts to cure under Subsection 19A.1. above, Landlord fails to meets it obligations under Section 8B and such failure shall continue for a period of sixty (60) days after Landlord's receipt of written notice thereof from Tenant that such failure (i) has significantly interfered with Tenant's intended use of the of the Leased Premises; (ii) has created or in Tenant's reasonable judgment shall create a dangerous condition; (iii) has caused significant property damage or significant impairment of Tenant's business operations; or (iv) has caused Tenant to suffer repeated, material disruption or impairment of Tenant's business.
  - 3. Landlord shall become insolvent, or shall make a transfer of the Leased Premises to creditors or otherwise make an assignment for the benefit of creditors;
  - 4. Landlord shall file a petition under section or chapter of the Bankruptcy Act. as amended, or under any similar law or statute of the United States or any state thereof, or Landlord shall be adjudged bankrupt or insolvent in proceedings filed against Landlord thereunder which proceedings are not dismissed within sixty (60) days from filing same; or
  - 5. A receiver or trustee shall be appointed for all or substantially all of the assets of Landlord.
- B. Tenant may exercise any one or more of the following remedies upon an event of default by Landlord:
  - 1. Terminate this Lease by so notifying Landlord, which termination shall be effective as of the date specified in the notice; however, Tenant shall not terminate this Lease under 19A.1, above, unless after giving an initial notice and the expiration of the initial grace period specified herein, Tenant shall give a second notice to Landlord, which second notice shall explicitly state Tenant's intention to exercise the remedy of termination, if such breach or default has not been cured within thirty (30) days following such second notice (or as to any default which requires more than thirty (30) days to remedy, if such cure is not commenced within said thirty (30) day period and diligently prosecuted to completion). Tenant may declare the Term ended and vacate the Leased Premises and be relieved from all further obligations under this Lease.
  - 2. Elect not to terminate this Lease and remain in possession of the Leased Premises with an abatement of Rent, if applicable, based upon the proportionate impairment of the

Leased Premises due to Landford's default:

- 3. Cure such default, in which event all reasonable costs and expenses incurred by Tenant in curing Landlord's default shall be paid by Landlord to Tenant within thirty (30) days after receipt of Tenant's invoice therefor together with substantiating documentation;
- 4. Offset against any Rent due Landlord under the terms and provisions of this Lease, the amounts of any costs, fees, or expenses incurred by Tenant as a result of Landlord's default; and or
- 5. Take other such action available to Tenant at law or equity, to enforce performance and observance of any obligation, agreement or covenant of Landlord under this Lease, including, but not limited to, the right to recover any or all damages incurred by Tenant as a result of Landlord's default.

### 20. DAMAGE OR DESTRUCTION OF LEASED PREMISES

- A. <u>Leased Space</u>. For the purposes of this Section 20, "Leased Space" shall mean (i) the Leased Premises; and (ii) access to the Leased Premises.
- B. Repair of Damage. If the Leased Space is damaged in part or whole from any cause, including but not limited to, fire, flood, storm, civil commotion, or other unavoidable cause, and the Leased Space can be substantially repaired and restored within one hundred twenty (120) days from the date of the damage using standard working methods and procedures, Landlord shall at its expense promptly and diligently repair and restore the Leased Space to substantially the same condition as existed before the damage. This repair and restoration shall be made within one hundred twenty (120) days from the date of the damage unless the delay is due to causes beyond Landlord's reasonable control.

If the Leased Space cannot be repaired and restored within the one hundred and twenty (120) day period, then either Party may, within thirty (30) days after determining that the repairs and restoration cannot be made within one hundred and twenty (120) days, cancel this Lease by giving notice to the other Party. Nevertheless, if the Leased Space is not repaired and restored within one hundred and twenty (120) days from the date of the damage, then Tenant may cancel this Lease at any time after the one hundred twentieth (120th) day following the date of the damage. Tenant shall not be able to cancel this Lease if Tenant's willful misconduct caused the damage, unless Landlord is not promptly and diligently repairing and restoring the Leased Space.

In the event of damage to the Leased Space as herein described. Landlord shall have no obligation to repair and restore the Leased Space if said damage shall occur during the final Lease Year (i) of the Initial Term of this Lease unless Tenant shall express in writing to Landlord its intent to exercise its option to renew as set forth in Section 2E above; (i) of the First Option Term of this Lease unless Tenant shall express in writing to Landlord its intent to exercise its option to renew as set forth in Section 2E above; or (iii) of the Second Option Term of this Lease unless Tenant and Landlord shall reach an agreement, in writing, on any additional extension of Tenant's occupancy of the Leased Premises beyond the Second Option Term. If Landlord chooses not to repair and restore the Leased Space pursuant to this paragraph, Tenant may terminate this Lease upon providing Landlord thirty (30) days written notice of same and Landlord and Tenant shall thereupon be released from any further liability hereunder, except for Landlord's return to Tenant of any unaccrued Rent.

- Abatement. Unless the damage is caused by the negligence or willful misconduct of Tenant, its employees, agents, subtenants, or assigns. Rent shall abate in proportion to that part of the Leased Premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference to Tenant's ability to conduct business in the Leased Premises and the need for access and essential services. The abatement shall continue from the date the damage occurred until ten (10) business days after Landlord completes the repairs to and restoration of the Leased Space or the part rendered unusable and notice to Tenant that the repairs and restoration are completed.
- Cancellation. If either Party cancels this Lease as permitted by this Section 20. this Lease shall end on the day specified in the cancellation notice. Rent shall be payable up to the cancellation date and shall account for any abatement. Landlord shall promptly refund to Tenant any prepaid, unaccrued Rent, accounting for any abatement, if any, less any sum then owing by Tenant to Landlord.

#### 21. CONDEMNATION

- A. In the event that all of the Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Landlord and Tenant shall thereupon be released from any further liability hereunder, except for the return by Landlord to Tenant of unaccrued Rent, if any.
- In the event that a portion of the Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority such that Tenant can, in Tenant's opinion, continue its business on the Leased Premises. Landlord shall restore the remaining portion of the Leased Premises to its condition prior to the taking and this Lease shall continue, except that during the period of restoration. Tenant's Rent shall abate in whole or in part, depending upon the extent to which such taking and/or restoration shall deprive Tenant of the use of said Leased Premises for the normal purposes of Tenant's business. The amount of the Rent after the taking shall be the amount determined by multiplying the present Rent by a fraction, the numerator of which is the remaining square footage of the Leased Premises and the denominator of which is the original amount of square footage of the Leased Premises. Alternatively, if Tenant, in Tenant's opinion, determines that it can no longer use the Leased Premises for the operation of Tenant's business because of the taking. Tenant may terminate this Lease upon providing Landlord thirty (30) days written notice of same and Landlord and Tenant shall thereupon be released from any further liability hereunder, except for Landlord's return to Tenant of unaccrued Rent, if any.

All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation of, damage to, or cost of removal of stock and trade fixtures, furniture and other personal property belonging to Tenant.

In the event of an appropriation or taking of the Leased Premises as herein described, Landlord shall have no obligation to restore the Leased Premises if such appropriation or taking shall occur during the final Lease Year (i) of the Initial Term of this Lease unless Tenant shall express in writing to Landlord its intent to exercise its option to renew as set forth in Section 2E above; (ii) of the First Option Term of this Lease unless Tenant shall express in writing to Landlord its intent to

exercise its option to renew as set forth in Section 2E above; or (iii) of the Second Option Term of this I ease unless Tenant and Landlord shall reach agreement, in writing, on any additional extension of Tenant's occupancy of the Leased Premises beyond the Second Option Term. If Landlord chooses not to restore the Leased Premises pursuant to this paragraph. Tenant may terminate this Lease upon providing Landlord thirty (30) days written notice of same and Landlord and Tenant shall thereupon be released from any further liability hereunder, except for Landlord's return to Tenant of unaccrued Rent. if any.

## 22. ASSIGNMENT OR SUBLETTING

Tenant shall have the right to assign this Lease or any interest herein or to sublet all or any portion of the Leased Premises with the prior written consent of Landlord, said consent not to be unreasonably withheld, conditioned or delayed. However, this Lease may be assigned or sublet to a contract dealer of Tenant at any time during the Initial Term or any Option Term of this Lease without consent of the Landlord. In the event of an assignment or sublease. Tenant shall remain liable under the terms and conditions of this Lease.

## 23. LANDLORD'S RIGHT TO ENTER LEASED PREMISES

During the Initial Term and Option Terms of this Lease, Landlord or Landlord's authorized agents shall have the right to enter the Leased Premises during reasonable business hours for the purpose of inspecting same, making those repairs required to be made by Landlord hereunder, or showing the Leased Premises to prospective purchasers, mortgagees or lessees of the Leased Premises within four (4) months immediately proceeding the expiration of the Initial Term or any Option Term. Provided. however, that Landlord or Landlord's authorized agents shall not unreasonably interfere with the use and occupancy or operation of Tenant's business in the Leased Premises. Except in the event of an emergency. Landlord or Landlord's authorized agents shall provide written notice to Tenant at least twenty-four (24) hours prior to Landlord or Landlord's authorized agents' entry onto the Leased Premises. In the event of an emergency, Landlord or Landlord's authorized agents shall notify Tenant of its or their entry to the Leased Premises, the reason for such entry, and the repairs made by Landlord or Landlord's authorized agents as soon as possible after such entry. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any loss, cost, expense or damage (including reasonable attorneys' fees and costs) incurred by Tenant as a result of Landlord or Landlord's authorized agents' or contractors' or subcontractors' wrongful entry onto the Leased Premises.

### 24. ESTOPPEL CERTIFICATE

Within thirty (30) business days after written request by Landlord, or upon any sale, assignment or financing of the Leased Premises by Landlord. Tenant agrees to execute, acknowledge and deliver a written statement to any proposed mortgagee or purchaser, and/or to Landlord, certifying, among other things, the following, subject to any modifications necessary to make such statements true and complete: (i) the date the Initial Term or any Option Term of this Lease commenced, the Rent Commencement Date and the date the Initial Term and any Option Term of this Lease expires: (ii) the amount of Rent and the date to which such Rent has been paid; (iii) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (iv) that there are no claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (v) that all conditions under this Lease to be performed by Landlord have been satisfied; and (vi) and such other matters as Landlord may reasonably request.

Landlord's Initials To

## 25. SUBORDINATION; NON-DISTURBANCE AND ATTORNMENT

Tenant agrees that this Lease shall be and is hereby made subject and subordinate to the lien of any mortgage or deed of trust created by Landlord that is now or hereafter placed upon the Leased Premises; provided, however, in the event of foreclosure or enforcement of any such mortgage or deed of trust, the rights of Tenant hereunder shall survive and this Lease shall in all respects continue in full force and effect, and Tenant shall attorn to the holder of any such mortgage or deed of trust created by Landlord or any person(s) acquiring the Leased Premises at any sale or other proceeding provided such holder or person(s) assumes the obligations of the Landlord under this Lease. I pon written request by Landlord, mortgagee or any person(s) who acquired the Leased Premises at any sale or other proceeding. Tenant agrees to execute within thirty (30) days of said request, any documents which may be reasonably required to additionally evidence such subordination, non-disturbance and attornment. Notwithstanding the foregoing. Tenant's obligations under this Section 25 are conditioned on the holder of such mortgage or deed of trust and each person acquiring the Leased Premises at any sale or other proceeding not disturbing Tenant's occupancy and other rights under the terms and conditions of this Lease.

### 26. FINANCIAL STATEMENTS

Prior to signing this Lease. Tenant shall provide Landlord with a copy of Tenant's latest unaudited Balance Sheet, Income Statement, and Statement of Cash Flows as they are kept in the ordinary course of business. Landlord agrees to treat the foregoing financial statements as confidential and not to disclose, divulge or disseminate such financial statements or information contained therein to any other person, without Tenant's prior written approval.

### 27. GROSS SALES

- A. <u>Definition</u>. The term "Gross Sales" as used herein shall be construed to include (i) the entire amount of the actual sales price, whether for cash or credit or a combination of both, of all sales of merchandise or services (including gift and merchandise certificates); (ii) all other receipts whatsoever of all business conducted in or from the Leased Premises, including mail or telephone orders taken or filled at the Leased Premises; (iii) all deposits not refunded to purchasers; and (iv) orders taken or received, although said orders may be filled elsewhere. No deduction shall be allowed for uncollected or uncollectible credit accounts.
- B. Exclusions. Gross Sales shall not include: (i) any sums collected and paid out for any sales or excise tax imposed by any duly constituted governmental authority: (ii) any cash or credit refund made upon any sale where the merchandise sold or some part thereof, is thereafter returned by the purchaser and accepted by Tenant; or (iii) sales of fixtures which are not a part of Tenant's stock in trade.
- C. Gross Sales Report. Upon the sale, assignment or finance/re-finance of the Mall. Tenant shall deliver to Landlord, within thirty (30) days of Landlord's written request, a one-time only unaudited statement showing the amount of Gross Sales for the previous twelve (12) month period.

### 28. NOTICES

Any notice or communication required or permitted to be given by any Party hereto upon the

Landlord's Initials Tw

Tenant's Initial DB

Party shall be deemed given or served in accordance with the provisions of this Lease when delivered or mailed as follows: Notices shall be personally delivered or mailed by United States Registered or Certified Mail, return receipt requested, postage prepaid or delivered to a courier who guarantees overnight delivery, properly addressed as follows:

As to Landlord:

North Salisbury Realty, LLC c/o Namdar Realty Group, LLC 150 Great Neck Road. Suite 304 Great Neck, New York 11021

As to Tenant:

W. S. Badcock Corporation

Attention: Real Estate Department

205 N.W. 2nd Street

P.O. Box 232

Mulberry, Florida 33860

Each such notice or communication shall be deemed to have been given to the Party to which addressed on the date the same is delivered, if personally delivered, or on the day after it is deposited with a courier service guaranteeing overnight delivery, or three (3) days after deposited in United States Registered or Certified Mail, return receipt requested, postage prepaid, properly addressed in the manner above provided. Either Party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other Party hereunder in the manner provided above ten (10) days prior to the effective date of said change.

### 29. ANCHOR CO-TENANCY

If at any time during the Initial Term or Option Terms of this Lease Belk or JC Penney shall close its business thereby creating an anchor tenant vacancy ("Anchor Vacancy"). Landlord shall have a nine (9) months from the date of Anchor Vacancy to fill the vacated space ("Vacated Space") with a regional or national retail anchor tenant, which shall be defined as a retail tenant with twentyfive (25) or more locations nationwide and occupying no less than seventy percent (70%) of the Vacated Space. If, at the end of the 9-month period, the Vacated Space has not been filled by Landlord, Tenant shall immediately being paying half of the amount of Rent set forth in Section 3 above for the then current Term. If, after twenty-four (24) months from the date of Anchor Vacancy, Landlord still has not filled the Vacated Space with a national or regional retail anchor tenant as defined above. Tenant shall have the right to either (i) terminate this Lease upon written notice within thirty (30) days from receiving Landlord's written notice and shall thereupon be released from any further liability hereunder and Landlord shall return to Tenant any unaccrued Rent; or (ii) elect not to terminate this Lease and return to paying the Rent amount set forth in Section 3 above for the then current Term as of the date which is twenty-four (24) months from the date of Anchor Vacancy.

## 30. SURRENDER OF LEASED PREMISES

Tenant shall surrender to Landlord possession of the Leased Premises upon the expiration of the Term of this Lease, or its termination in any way, in as good condition and repair as the same shall be on the Lease Commencement Date, ordinary wear and tear, or damage, destruction or loss by fire, flood, storm or other casualty, civil commotion and condemnation excepted. Upon such termination of the tenancy granted hereunder. Tenant shall have the authority to remove from the

Leased Premises all of its merchandise, trade fixtures and signage, notwithstanding the fact that the same may have heretofore been bolted or otherwise affixed to such Leased Premises, all conditioned upon Tenant not then being in default hereunder and the repair by Tenant of any damage resulting from such removal. All alterations, additions or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

### 31. HOLDOVER

If Tenant or any party claiming under Tenant remains in possession of the Leased Premises. or any part thereof, after any expiration or earlier termination of this Lease, such holdover, except pursuant to an exercise of an Option Term set forth in Section 2E above or extension of this Lease as otherwise agreed in writing, shall be as a month-to-month tenancy, terminable by either Party upon thirty (30) days written notice to the other Party, and the provisions of this Lease shall be applicable.

## 32. ATTORNEYS' FEES AND COURT COSTS

If either Party is required to bring any action to enforce their respective rights and obligations under this Lease, the prevailing Party to such action shall be entitled to attorneys' fees and court costs.

## 33. RIGHTS OF SUCCESSORS AND ASSIGNS

This Lease and all the covenants, provision, and conditions herein contained shall apply to. be binding upon, and inure to the benefit of the Parties hereto and their heirs, distributees, executors, administrators, personal representatives, successors and assigns, provided, however that no assignment by, from, through or under Tenant not in strict compliance with the provision hereof shall vest in the assignce any right, title or interest whatever in this Lease or in the Leased Premises.

## 34. TIME OF THE ESSENCE

Time is of the essence in respect to all matters provided in this Lease. Landlord shall notify Tenant immediately upon acceptance of this Lease.

### 35. SEVERABILITY

If any clause or provision of this Lease shall prove to be invalid, void, unenforceable or illegal under present or future laws, then and in that event, it is the intention of the Parties hereto that the remainder of this Lease shall in no way be affected, impaired, or invalidated thereby, but shall remain in full force and effect. It is also the intention of the Parties to this Lease that in lieu of each clause or provision of this Lease that shall prove to be invalid, void, unenforceable or illegal, there be added, as a part of this Lease, a clause or provision as similar in terms to such invalid, void, unenforceable or illegal clause or provision as may be possible and be valid, enforceable and legal.

### 36. RECORDING

The Parties covenant and agree that this Lease shall not be recorded, but upon written request of Landlord or Tenant, both Parties will execute a short-form notice or memorandum of lease that may be recorded.

Landlord's Initials Initials PB

## 37. WAIVER OF JURY TRIAL

The Parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either Party against the other arising out of this Lease or Tenant's use or occupancy of the Leased Premises.

## 38. REMEDIES CUMULATIVE

The various rights, options, elections, powers and remedies contained in this Lease, including the rights herein granted to terminate this Lease, shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either Party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such Party shall not impair its right to any other right or remedy until all obligations imposed upon the other Party have been fully performed. It is intended that each of the agreements and covenants of Landlord and Tenant set forth herein be deemed both a covenant and a condition.

## 39. NO JOINT VENTURE OR PARTNERSHIP

Neither Party, in any way or for any purpose, shall become a partner of the other Party in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the other Party under this Lease.

## 40. BROKERAGE COMMISSION AND FINDER'S FEE

Shopping Center Group. LLC, Tenant's representative, shall be paid its finder's fee by Landlord pursuant to a separate agreement. Tenant shall in no way be responsible for said finder's fee. Each of the Parties represents and warrants that, other than the finder's fee so payable to Shopping Center Group, LLC, there are no other brokerage commissions or finders' fees of any kind due in connection with this Lease, and each of the Parties hereto shall indemnify the other against, and hold it harmless from, any and all liabilities, damages, costs, claims and obligations arising from any such claim (including, without limitation, reasonable attorneys' fees in connection therewith).

### 41. NO WAIVER

No waiver of any default hereunder shall be implied from any omission by either Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either Party hereto to exercise any right or power accruing upon any noncompliance or default by the other Party with respect to any of the terms hereof, or otherwise accruing hereunder, shall impair any such right or power to be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a Party to or of any act by the other Party requiring the former Party's consent or approval shall not be deemed to waive or render unnecessary such former Party's consent or approval to or of any subsequent similar acts by the other Party.

## 42. CONFIDENTIALITY

The Parties agree that this Lease is confidential and neither Party shall, without the other Party's prior written consent, disclose the contents of this Lease or any information related to this Lease to any third party.

### 43. GOVERNING LAW

This Lease shall be governed and construed under the laws of the State of North Carolina. Tenant represents and warrants that throughout the terms of this Lease. Tenant is and shall be a valid legal entity, duly licensed to do business in the State of North Carolina.

## 44. ENTIRE AGREEMENT; AMENDMENT

This Lease and the exhibits attached hereto forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. Tenant agrees that Landlord and its agents have made no representations or promises with respect to the Leased Premises or the building or property of which the same are a part except as herein expressly set forth.

### 45. COUNTERPARTS

This Lease may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement the day and year first above written.

Witnesses as to Landlord:	LANDLORD:
BAL	NORTH SALISBURY REALTY, LLC
Signature	11
BYRON HAKIMI	By: Igal Xamdar, Member
Print Name	
Buasi	Date: 3/1/13
Signature	
BARBIE MASHI' Print Name	

## Witnesses as to Tenant:

Signature

Caroline MaBride Print Name

Signature

TENANT:

W. S. BADCOCK CORPORATION

Phillip E. Bayt. Vice President

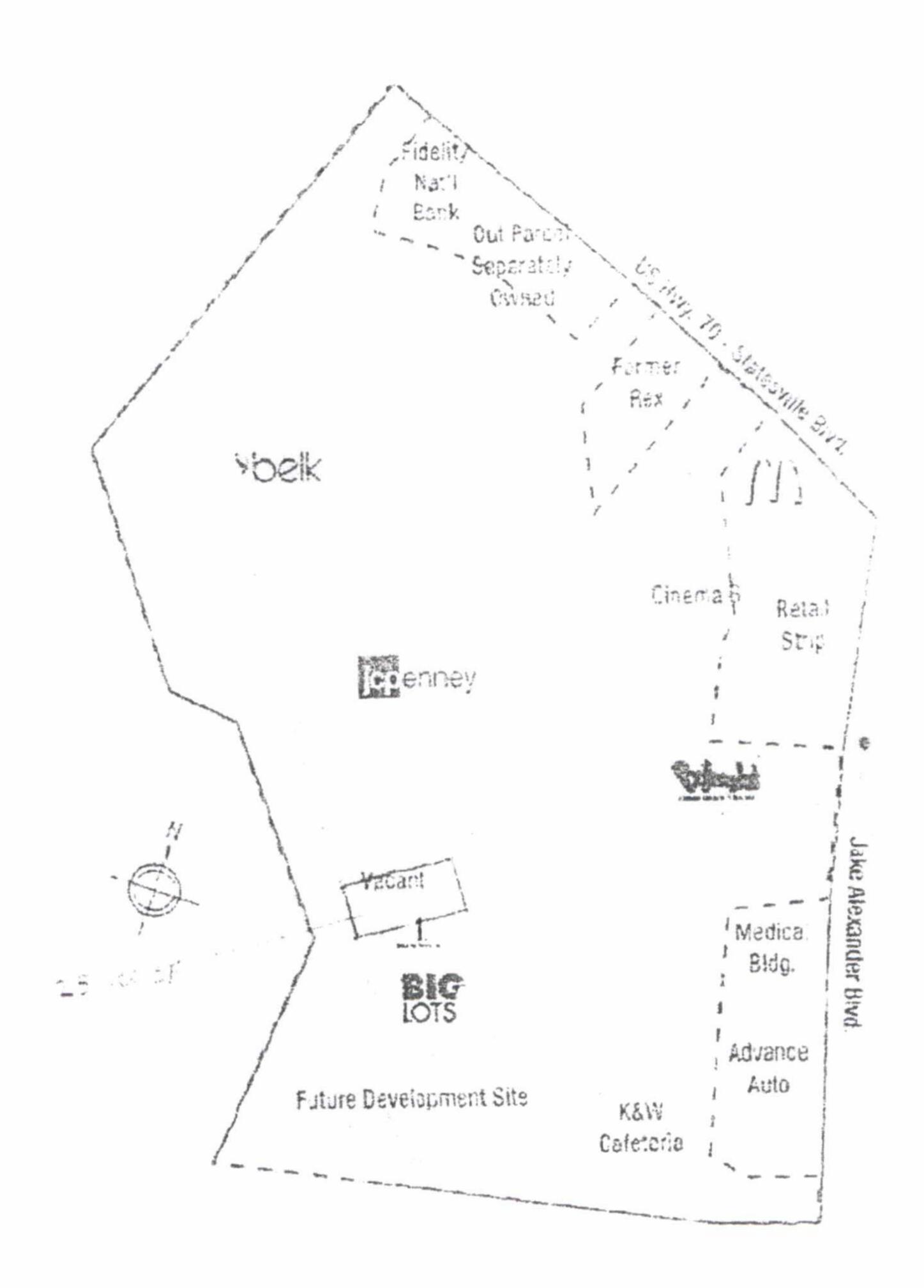
# EXHIBIT "A"

# SITE PLAN

Landlord's Initials

Tenant's Initial

SITE PLAN



Salisbury Mall

# EXHIBIT "B"

# PYLON SIGN

EXMIDIT B"

Salisbury

S.M.A.L.L.

Bhalk JOPANIS

STEAKHOUSE & SPORTS THEATRE

# Salisbury

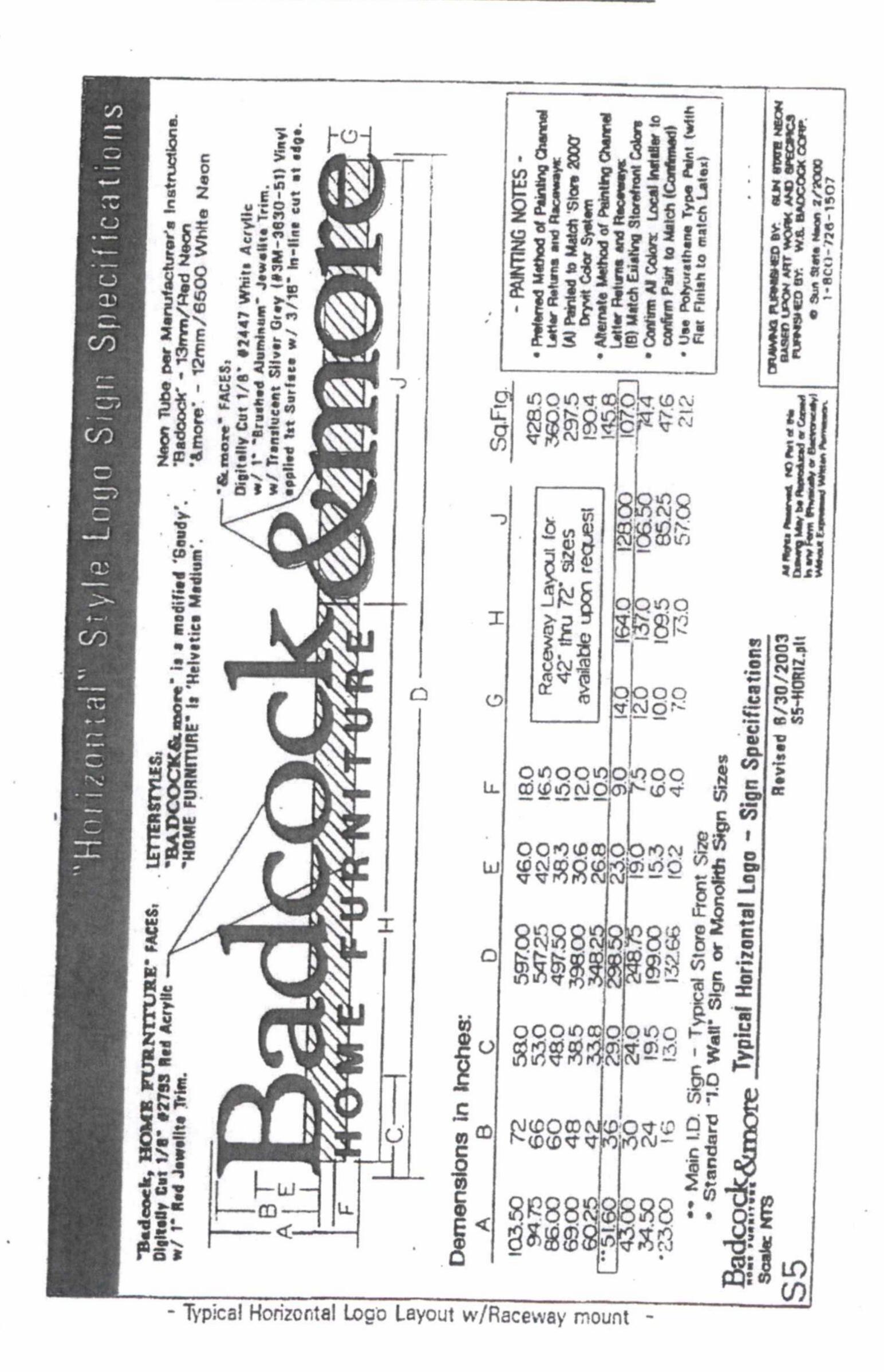
JCPenney

K&Wcafeteria BIG LOTS

DOLLAR



# EXHIBIT "C" TENANT'S SIGN SPECIFICATIONS



Landlord's Initials IV

Tenant's Initial PB



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2022

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 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).

	CONTACT Josh Nelson				
GCG Risk Management Consultants LLC	PHONE (847) 457-3000 FAX (A/C, No): (847) 457-3100				
Three Parkway North	E-MAIL josh.nelson@gcgfinancial.com				
Suite 500	INSURER(S) AFFORDING COVERAGE	NAIC #			
Deerfield IL 60015	INSURER A: ACE American Insurance Company 22667				
INSURED	INSURER B: Navigators Insurance Company 423	307			
W.S. Badcock Corporation	INSURER C: Midwest Employers Casualty Company 236	12			
dba Badcock Home Furniture & More	INSURER D :				
PO Box 497	INSURER E :				
Mulberry FL 33860	INSURER F:				

COVERAGES

# **CERTIFICATE NUMBER: 21-22**

# **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL	T-0.72-77-60-6	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	2,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
			х		XSLG72487886	10/23/2021	10/23/2022	MED EXP (Any one person)	\$	10,000
1						(endorsed		PERSONAL & ADV INJURY	\$	2,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:				effective		GENERAL AGGREGATE	\$	4,000,000
	X	POLICY PRO- JECT LOC				7/1/2022)		PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
V 4 -	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
2	х	ANY AUTO			ISAH25548449	10/23/2021	10/23/2022	BODILY INJURY (Per person)	\$	
A		ALL OWNED SCHEDULED AUTOS				(endorsed		BODILY INJURY (Per accident)	\$	
	Х	HIRED AUTOS X NON-OWNED AUTOS				effective		PROPERTY DAMAGE (Per accident)	\$	
						7/1/2022)			\$	
	X	UMBRELLA LIAB X OCCUR			CH21UMRZ03CNEIV	10/23/2021	10/23/2022	EACH OCCURRENCE	\$	10,000,000
В		EXCESS LIAB CLAIMS-MADE				(endorsed		AGGREGATE	\$	10,000,000
		DED X RETENTION \$ 10,000				e7/1/2022)			\$	
A	0 745	KERS COMPENSATION EMPLOYERS' LIABILITY			WLRC68909958	10/23/2021	10/23/2022	X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A			(endorsed		E.L. EACH ACCIDENT	\$	1,000,000
	(Man	CER/MEMBER EXCLUDED? datory in NH)	14/2			effective		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
- 3		, describe under CRIPTION OF OPERATIONS below				7/1/2022)		E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Exc	ess Workers Compensation	*		EWC008743	07/01/2021	07/01/2023	Employers Liability		\$1M/1M/1M
	Per	Statute		5						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Loc#179 1935 Jake Alexander Boulevard West, Salisbury, NC 28147

Rowan County is included as an Additional Insured with respect to the General Liability.

CERTIFI	CATE	HOL	DFR

# CANCELLATION

Rowan County, North Carolina 130 W. Innes Street Salisbury, NC 28144 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Felker/ANE

Atylin C. Oden



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:** 9/28/2022

**SUBJECT:** Sale of Ground Lease Hangar T7

Robert Chris Michael sold his Ground Lease Hangar T7 to Charlie Black. A new ground lease has been prepared and awaits signature.

Approve for signature.

#### **ATTACHMENTS:**

Description	Upload Date	Туре
New Lease Assignment T7 Ground Lease	9/28/2022	Exhibit
Bill of Sale T7 Ground Lease Hangar	9/28/2022	Exhibit

#### ASSIGNMENT OF HANGAR LEASE

This Agreement made the $\frac{27}{2}$ day of $\frac{0 + 100}{20}$ , 2022 by and among
Chris Michael (hereinafter referred to as the "Tenant"), ROWAN
COUNTY, a body politic (hereinafter referred to as the "Landlord"), and
WITNESSETH:
WHEREAS, on or about the 27 day of October, 2022, Tenant
succeeded to the rights, duties and obligations under that certain Lease Agreement
(hereinafter referred to as the "Lease") dated the same date, in which, Rowan County
as Landlord, and to which Landlord herein succeeded, for premises located in Rowan
County, North Carolina, commonly known as T-Hangar $\overline{\mathcal{I}}$ located at the Rowan County
Airport, which premises are more particularly described in the Lease which is hereby
incorporated by reference as if herein set forth in full.
WHEREAS, Tenant desires to assign, and Assignee desire to acquire Tenant's
interest in and to, the Lease; and
WHEREAS, the Lease provides, among other things, that the Lease may not be
assigned without the Landlord's prior written consent.
NOW, THEREFORE, in consideration of the sum of Twenty Five Thousand
Five Hundred and no/100 (\$ 25,00000)
Dollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and
of other good and valuable consideration, the parties hereto hereby covenant and agree
as follows:

- 1. Tenant hereby assigns, transfers and conveys to Assignee, as of this date all of Tenant's right, title and interest in and to the Lease, together with any and all rights to Personal Property contained therein or thereon.
- 2. Assignee assumes the Lease as of the same date and agrees to perform and observe all of the covenants and conditions therein contained on Tenant's part to be performed and observed, which shall accrue from and after that date.
- 3. Landlord consents to the aforesaid assignment of the Lease by Tenant to the Assignee, upon the express condition that no further assignment of the Lease shall hereafter be made without prior consent of the Landlord.
- 4. Tenant shall remain liable for the performance and observance of the covenants and conditions contained in the Lease on its part to be performed and observed prior to formal approval of Landlord. As between Tenant and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Tenant harmless from all further liability thereunder. In the event of a default by Assignee which is not timely cured as required by the Lease, Tenant shall have the right to cure said default and re-enter and resume possession of the premise.
- 5. Any and all notices hereunder shall be sent to the respective parties at that address as inscribed on these presents at the signature section, or as otherwise hereinafter directed by one to the other in writing.
- 6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns, as the case may be, and may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TENANT:	
Print Name. Chy	1. Michael
Mailing Adress: <u>b</u>	15 5 Church St alisburg NC 28144
ASSIGNEE:	al-B. Flack
Print Name: Cha	vles Black
Mailing Address:	860 Mainsail Road Salisbury, NC 28146
LANDLORD: ROWAN BY:	I COUNTY
Its: Chairman/Manage	er
Mailing Address:	

#### **BILL OF SALE**

Robert Chris Michael ("Seller"), for Twenty Five Thousand Dollars, all of which has been paid contemporaneously to the execution of this Bill of Sale, and for which the personal property described herin shall be collateral, and good and valuable considerations, the receipt of which considerations is being acknowledged, herby grants, sells, assigns, transfers, conveys and delivers to <a href="Charles B. Black">Charles B. Black</a> (Buyer), it's/his successors and assigns, the following items of personal property:

-Metal hangar building located at <u>Hangar #7</u>, Rowan County, North Carolina, Mid-Carolina Regional Airport

**TO HAVE AND TO HOLD** the said Personal Property, unto its successors and assigns, free and clear or any and all security interests, encumbrances or liens.

Seller represents and warrants that the Seller has a good and valid title to Personal Property sold and transferred hereunder and has the right and power to sell and transfer same to Buyer.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed this the 13<sup>th</sup> day of September, 2022.

**Robert Chris Michael** 

Charles B. Black

NORTH CAROLINA
COUNTY OF Rowan County

SEAL-STAMP

JENNIFER BRINKER Notary Public North Carolina Davidson County I, a Notary Public of the County and State aforesaid, certify that Charles B. Black appeared before me this day and acknowledged the execution of the forgoing instrument. Wittiness my hand and official stamp or seal on this the day of State 2, 2021

Notary Public

My Commission Expires:



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

#### **MEMO TO COMMISSIONERS:**

**FROM:** Don Bringle, Director of Facilities Management, Parks and Recreation

**DATE:** 10/17/22

**SUBJECT:** Recommendation to Change Shelter Rental Times

The Parks Board has recommended moving to all-day shelter and picnic table rentals for all parks. Currently, we offer half day rental options in the morning or afternoon, or the all-day rental. One reason for this recommendation is to relieve any confusion to the public on what time they are scheduled for their shelter. Due to continued staffing shortages, this also eliminates staff having to set aside time during the day to clean up a shelter before another customer comes in.



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

#### **MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager

**DATE:** 10/17/2022

SUBJECT: Sole-Source SHI International

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 uses Microsoft EA supported by SHI International Corp. This agreement is a renewal to provide annual maintenance on this essential software. Annual Maintenance will not exceed \$215,187.03.

Initial Approval of Microsoft Software 9/7/2021, Agenda Item Z.

Board of Commissioners authorize the County Manager to approve an annual maintenance agreement with SHI International Corp not to exceed \$215,187.03.

#### **ATTACHMENTS:**

DescriptionUpload DateTypeSHI Quote10/5/2022Cover Memo



Please remit payment to: SHI International Corp P.O. Box 952121 Dallas, TX 75395-2121 Wire information: Wells Fargo Bank Wire Rt# 121000248

ACH R# 021200025 Account#2000037641964 SWIFT Code: WFBIUS6S For W-9 Form, www.shi.com/W9 Invoice No.

**B15907288** 9/30/2022

 Invoice date
 9/30/2022

 Customer number
 1007170

 Sales order
 \$55076786

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

Bill To NC - ROWAN COUNTY 130 W INNES ST ATTN: A/P SALISBURY, NC 28144 USA Ship To NC ROWAN COUNTY 130 W Innes Street Suite 300 Salisbury, NC 28144 USA

22000253/Randy Cress

Ship Date	Salesperson	Purchase Order	Ship Via		FOB	Terms
9/30/2022	Gov Tennessee/Carolin MS	22000253 as -	ESD		FOB DEST	NET 30
	ı No. art No.	Description	Qty Ordered	Qty Shipped	Unit d Price	Extended Price
30759376 KV3-00353 ESD Microsoft Sele	Wind Langu ct Contri Agree Agree Statev Enroll Enroll Count Maint	NT ALNG SA MVL Pltfrm ows - Multiple Windows Platform All ages ESD Software act number: 208C ment No.: 7274047 ment Name: State of North Carolina, wide IT Procurement ment No.: 57245251 ment Name: Rowan County ry of Usage: USA enance From date: 10/1/2022 enance To date: 9/30/2023	793	793	41.77	33,123.61
21690672 77D-00111 ESD Microsoft Sele	Wind Langu ct Contri Agree Agree Statev Enroll Enroll Count Maint	oSubMSDN ALNG SA MVL ows - Multiple Windows Platform All ages ESD Software act number: 208C ment No.: 7274047 ment Name: State of North Carolina, vide IT Procurement ment No.: 57245251 ment Name: Rowan County ry of Usage: USA enance From date: 10/1/2022 enance To date: 9/30/2023	2	2	302.21	604.42
20977689 395-02504 ESD Microsoft Sele	Wind Langu ct Contr Agree Agree Statev Enroll Enroll Count Maint	SvrEnt ALNG SA MVL ows - Multiple Windows Platform All ages ESD Software act number: 208C ment No.: 7274047 ment Name: State of North Carolina, vide IT Procurement ment No.: 57245251 ment Name: Rowan County ry of Usage: USA enance From date: 10/1/2022 enance To date: 9/30/2023	2	2	712.53	1,425.06



Phone: 888-235-3871 Fax: 732-805-9669

Please remit payment to: SHI International Corp P.O. Box 952121 Dallas, TX 75395-2121 Wire information: Wells Fargo Bank

Wire Rt# 121000248 ACH Rt# 021200025 Account#2000037641964 SWIFT Code: WFBIUS6S For W-9 Form, www.shi.com/W9 Invoice No. B15907288

9/30/2022 Invoice date Customer number 1007170 Sales order S55076786

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr. All returns require an RMA# supplied by your SHI Sales team.

Bill To NC - ROWAN COUNTY SALISBURY, NC 28144

130 W INNES ST ATTN: A/P USA

Ship To NC ROWAN COUNTY 130 W Innes Street Suite 300 Salisbury, NC 28144 USA

10

160

25384224 7NQ-00292 **ESD** 

Microsoft Select

SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All

Languages ESD Software Contract number: 208C Agreement No.: 7274047

Agreement Name: State of North Carolina,

Statewide IT Procurement Enrollment No.: 57245251 **Enrollment Name: Rowan County** Country of Usage: USA

Maintenance From date: 10/1/2022

Maintenance To date: 9/30/2023

20977817 6VC-01253 **ESD** 

Microsoft Select

Windows Remote Desktop Services Windows - Multiple Windows Platform All

Languages ESD Software Contract number: 208C Agreement No.: 7274047

Agreement Name: State of North Carolina,

Statewide IT Procurement Enrollment No.: 57245251 **Enrollment Name: Rowan County** 

Country of Usage: USA

Maintenance From date: 10/1/2022 Maintenance To date: 9/30/2023

32835915 9EA-00278 **ESD** 

Microsoft Select

WinSvrDCCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All

Languages ESD Software Contract number: 208C Agreement No.: 7274047

Agreement Name: State of North Carolina,

Statewide IT Procurement Enrollment No.: 57245251 **Enrollment Name: Rowan County** Country of Usage: USA

Maintenance From date: 10/1/2022 Maintenance To date: 9/30/2023

22000253/Randy Cress

5,479.10 10 547.91

784 784 19.66

15,413.44

19,918.40

160 124.49



Please remit payment to: SHI International Corp P.O. Box 952121 Dallas, TX 75395-2121 Wire Information: Wells Fargo Bank

Wire Rt# 121000248 ACH Rt# 021200025 Account#2000037641964 SWIFT Code: WFBIUS6S For W-9 Form, www.shi.com/W9 Invoice No.

 Invoice date
 9/30/2022

 Customer number
 1007170

 Sales order
 \$55076786

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI Sales team.

B15907288

Bill To NC - ROWAN COUNTY 130 W INNES ST ATTN: A/P SALISBURY, NC 28144 USA Ship To NC ROWAN COUNTY 130 W Innes Street Suite 300 Salisbury, NC 28144 USA

22000253/Randy Cress

29735406 Off365PlanE3FromSA ShrdSvr ALNG SubsVL MVL 700 700 183.46 128,422.00

AAA-10758 PerUsr

ESD Windows - Multiple Windows Platform All

Microsoft Select Languages ESD Software

Contract number: 208C Agreement No.: 7274047

Agreement Name: State of North Carolina,

Statewide IT Procurement Enrollment No.: 57245251 Enrollment Name: Rowan County

Country of Usage: USA

Maintenance From date: 10/1/2022 Maintenance To date: 9/30/2023

30759202 CoreCALBridgeO365FromSA ALNG SubsVL MVL 700 700 15.43 10,801.00

AAA-12417 Pltfrm PerUsr

ESD Windows - Multiple Windows Platform All

Microsoft Select Languages ESD Software

Contract number: 208C Agreement No.: 7274047

Agreement Name: State of North Carolina,

Statewide IT Procurement Enrollment No.: 57245251 Enrollment Name: Rowan County

Country of Usage: USA

Maintenance From date: 10/1/2022 Maintenance To date: 9/30/2023

Quote: 21006157

Sales Balance	215,187.03
Freight	0.00
Recycling Fee	0.00
Sales Tax	15,063.09
Total	230,250.12
Currency	USD





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

#### **MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager

**DATE:** 10/17/2022

**SUBJECT:** Sole-Source Wrike

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 currently uses Wrike for cloud-based project management and collaboration software. This agreement is to provide an annual subscription for this essential software. Annual Maintenance will not exceed \$5,964.23.

Board of Commissioners authorize the Purchasing Director to approve an annual maintenance agreement with Wrike not to exceed \$5,964.23.

#### **ATTACHMENTS:**

Description Upload Date Type

Wrike Quote 10/5/2022 Cover Memo



Wrike, Inc. 851 W. Cypress Creek Rd. Fort Lauderdale FL 33309 United States

#### **INVOICE CI 34798**

Please include Invoice #CI\_34798 on the Payment. For multiple invoices, please separate them by " / "

#### **CUSTOMER DETAILS**

**Ship To:** Rowan County Randy Cress

Randy Cress 130 West Innes Street Salisbury, NC 28144 United States Bill To:

Rowan County Randy Cress 130 West Innes Street Salisbury, NC 28144 United States

#### **INVOICE DETAILS**

Invoice #: CI\_34798 Invoice Date: 7/31/2022 Invoice Due Date: 7/31/2022 Billing Currency: USD

Order Number/Type	Subtotal Fees	Tax Amount	Total Fees
Q-147890	5,964.23	0.00	5,964.23
Subscription Fees	5,964.23	0.00	5,964.23
		Total Tax Amoun	t, USD 0.00
		Total Amoun	t, USD 5,964.23
		Payment Applie	d, USD 0.00
		Credit Applie	d, USD 0.00
		Net Amount Du	e, USD 5,964.23

#### Please Remit Invoices to:

Wire transfers: FED/ABA: 021001088 SWIFT: MRMDUS33 ACCOUNT NUMBER: 883007703 ACCOUNT NAME: Wrike Inc. BANK ADDRESS: HSBC BANK USA NA 452 5TH AVE NEW YORK, NY 10018

ACH transfers: ROUTING #: 022000020 ACCOUNT NUMBER: 883007703 ACCOUNT NAME: Wrike Inc. BANK ADDRESS: HSBC BANK USA NA BUFFALO, NY Checks to be mailed to:

Wrike Inc
DEPT 0570
PO BOX 120570
DALLAS TX 75312- 0570
All overnight checks, including FedEx and UPS should be sent to:
Wrike Inc
Lockbox: 890570
1501 North Plano Road, Ste 100
Richardson, TX 75081

Please note that this invoice will be processed by card \*\*\*\*\*\*\*\*\*\*1806 on 7/31/2022. If you need to change your card details, you can do that in the billing section in your Wrike account (Wrike.com -> Settings -> Billing) or click <u>here</u>

If you have any questions please contact us at ar@team.wrike.com



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

#### **MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director

**DATE:** 10/17/2022

**SUBJECT:** SECU ATM at WEP

Rowan County entered into a lease agreement with SECU for the ATM located at WEP beginning November 1, 2017.

State Employees' Credit Union wishes to exercise the five year renewal option on the above referenced ATM location. In accordance with the terms of the original lease agreement, the monthly rental payments will increase to \$575.00 for the lease term beginning November 1, 2022 and ending October 31, 2027.

Attached are the original lease agreement and the renewal letter.

Board of Commissioners to authorize Purchasing Director to notify SECU of acceptance of lease extension.

#### **ATTACHMENTS**:

Description	Upload Date	Type
Original Contract	10/7/2022	Cover Memo
Renewal Letter	10/7/2022	Cover Memo

#### **NORTH CAROLINA:**

**ROWAN COUNTY:** 



#### LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this FIFTH day of, OCTOBER, 2017, by and between, COUNTY OF ROWAN, hereinafter referred to as "Lessor"; and STATE EMPLOYEES' CREDIT UNION, a North Carolina corporation, hereinafter referred to as "Lessee";

#### **WITNESSETH:**

That subject to the terms and conditions hereinafter set out, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located, 1935 JAKE ALEXANDER BLVD. W., SALISBURY, County of ROWAN, State of North Carolina.

The terms and conditions of this Lease are as follows:

- 1) The term of this Lease shall be for a period of FIVE (5) years beginning on the FIRST day of, NOVEMBER, 2017, and ending on the LAST day of OCTOBER, 2022, unless extended or terminated under the other provisions of this Lease.
- As rental for said premises, Lessee shall pay to Lessor, at the address noted below, and without notice or demand therefore, the sum of FIVE HUNDRED FIFTY Dollars (\$550.00) per month, payable monthly in advance on the first day of each calendar month. Rental payments shall be made to COUNTY OF ROWAN, 130 W. INNES ST., SALISBURY, NC 28144.
- 3) Lessee shall use and occupy the premises for the purpose of maintaining a kiosk ATM, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- 4) Lessor shall be responsible for the repair and maintenance of the parking lot of the described property (collectively, the "Leased Premises") of reasonable wear and tear, potholes, landscaping and the surrounding area of the said ATM located on the "Leased Premises". Upon the written request of Lessee as to any repairs or maintenance and if Lessor fails to perform any repairs or maintenance required of Lessee hereunder then, after Lessee gives Lessor written notice and thirty (30) days to cure (or a reasonable time thereafter if such repairs or maintenance cannot reasonably be completed in thirty (30) days and repairs or maintenance are commenced within such period and thereafter diligently pursued to completion), Lessee has the option to provide a thirty (30) day written notice of its intent to terminate this Lease Agreement. Lessor and Lessee shall share the responsibility of maintaining the surrounding area in close proximity of the said ATM. Lessee shall be responsible for the construction of the said ATM, upkeep, repair, and maintenance of said structure during the term of this Lease or any extension hereof. At the expiration of the term of this Lease, or the prior termination of said Lease as herein provided, Lessee shall be responsible for removing said ATM from the premises and restoring the premises to its present condition.
- During the term of this Lease, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one

person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the demised premises together with the equipment in said building insured against loss or damage by fire or other casualties.

- 6) Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful or ultrahazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.
- Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the premises by Lessee.
- If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide written notice to Lessor of its intent to terminate this Lease Agreement. Upon such termination Lessee shall diligently repair the Leased Premises to its original condition prior to the installation of the ATM. After the Leased Premises are repaired, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the Leased premises, or such portion thereof as will make the Leased premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental shall be accounted for as between Lessor and Lessee as of that date.
- All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, water, sewer, and telephone services.
- Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence, misconduct or breach of any provision of this Lease Agreement by Lessee, its agents, employees or invitees.
- Lessor hereby grants unto Lessee the option to extend the term of this Lease for an additional TWO-FIVE year periods commencing at the expiration of the primary term hereof at a monthly rental of FIVE HUNDRED SEVENTY FIVE DOLLARS (\$575.00) FOR THE FIRST RENEWAL PERIOD AND SIX HUNDRED DOLLARS (\$600.00) FOR THE SECOND RENEWAL PERIOD; ALL payable monthly on or before the first day of each calendar month, provided Lessee shall provide to Lessor at least ninety (90) days prior to the expiration of the primary term written notice of its intention to extend.

- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for ten (10) days, Lessor may, at its option, at any time during such default, declare this Lease terminated and canceled and take possession of said premises, and require the Lessee to remove the structure from the premises and restore the premises to their former condition.
- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

COUNTY OF ROWAN ATTN: CAROLYN BARGER 130 W. INNES ST. SALISBURY, NC 28144

and to Lessee at:

State Employees' Credit Union P. O. Box 26807 Raleigh, N. C. 27611

- This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 19) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

THIS PORTION INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

ATTEST: ROWAN COMMENT OF THE PARTY OF THE PA	LESSOR: COUNTY OF ROWAN  BY:  PRESIDENT  M.M.
audyn Barger Secretary Curk to the Board	
ATTEST SEAL S	SENIOR VICE-PRESIDENT, FACILITIES SERV.
ASSISTANT CORPORATE SECRETARY  NORTH CAROLINA: WAKE COUNTY:	
This the	Tackie wi Parker  2017, before me, Callie will arlw, h, who, being duly sworn, says that she is Senior Vice- OYEES' CREDIT UNION and that the seal affixed to the te seal of the said corporation, and that said writing was orporation by its authority duly given and the Senior Vice- said writing to be the act and deed of said corporation.
Witness my hand and notarial seal, this the 10	NOTARY PUBLIC
My Commission Expires:	NOTAPL SUBLIC

# State Employees' Credit Union



ATM Management

June 28, 2022

COUNTY OF ROWAN ATTN: CAROLYN BARGER 130 W. INNES STREET SALISBURY, NC 28144

Dear Sir/Madam:

Re: ATM B2SA - SALISBURY MALL - Serviced by Branch # 035

Please be advised that the State Employees' Credit Union wishes to exercise the five year renewal option on the above referenced ATM location. In accordance with the terms of the original lease agreement, the monthly rental payments will increase to \$575.00 for the lease term beginning November 1, 2022 and ending October 31, 2027.

Thank you.

Sincerely,

AG Stell
ATM Management Officer

CC: DONNA SEAFORD, VP - # 035 SALISBURY
ANDREW GRIFFIN, SVP - # 269 STATESVILLE - EAST SIDE



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:** October 7, 2022

**SUBJECT:** Tax Refunds for Approval

**ATTACHMENTS:** 

DescriptionUpload DateTypeAugust 2022 VTS Refunds10/12/2022Cover MemoSeptember 2022 Tax Refunds10/12/2022Cover Memo

AUGUST 2022 VTS REFUNDS								
TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	TRANS#	REFUND
ALLEY, CARRIE KIRKSEY	PO BOX 451		CLEVELAND	NC	27013	Vehicle Sold	256533804	92.54
BAKER, RALPH LAMONT JR	208 TIMBERWOLF LN		SALISBURY	NC	28147	Vehicle Sold	170003946	107.81
BRADY, JIMMIE LEE	6055 STOKES FERRY RD		SALISBURY	NC	28146	Situs error	256200954	1.42
CAMPBELL, DEBBIE LINK	2007 WOODLAWN ST		KANNAPOLIS	NC	28083	Vehicle Sold	255005946	295.17
CAVE, ANNE CALDWELL	300 CONFEDERATE AVE		SALISBURY	NC	28144	Vehicle Totalled	255005922	74.59
CERVANTES FLORES, MARIA F	924 S JACKSON ST		SALISBURY	NC	28144	Vehicle Sold	255005904	31.21
COBB, DONNA OVERCASH	980 RAINEY RD		SALISBURY	NC	28146	Vehicle Sold	170658706	22.53
DIX, DEBRA SUE	1016 CHICKADEE LN		WOODLEAF	NC	27054	Vehicle Sold	170003942	82.97
EBRIGHT, SHAWN MICHAEL	1627 N MAIN ST		SALISBURY	NC	28144	Over Assessment	170735368	124.22
GRAHAM, ELMER EUGENE JR	141 S MILFORD DR		SALISBURY	NC	28144	Vehicle Sold	256533828	29.76
HARPER, JEFFREY SCOTT	614 WALTON RD		SALISBURY	NC	28146	Vehicle Sold	171021486	195.35
HARTMAN, KENNETH CARL	130 LOG BARN RD		SALISBURY	NC	28146	Vehicle Sold	170658710	121.09
HEDRICK, JAMES FARRELL	154 BRIARFIELD DR		MOORESVILLE	NC	28115	Vehicle Totalled	170003928	51.04
HORTON, BARBARA JEAN	140 LYN RD		SALISBURY	NC	28147	Vehicle Sold	170442354	196.36
HOWELL, JAMES ROBERT	330 SILVER OAK CIR		ROCKWELL	NC	28138	Vehicle Sold	171474846	201.71
HUMPHREY, JOHN BENEDICT	1855 WETHERBURN DR		KANNAPOLIS	NC	28081	Vehicle Sold	255005880	105.92
JOHNSON, SHIRLEY ANN	12803 BLAD EAGLE CIR		CHARLOTTE	NC	28215	Vehicle Sold	256533795	49.16
JORDAN, JAMES ALAN	230 FAITH FARM RD		SALISBURY	NC	28146	Vehicle Sold	171022524	60.99
KEPLEY, JACK SIMPSON	7255 BRINGLE FERRY RD		SALISBURY	NC	28146	Vehicle Sold	170502612	12.72
LIPPARD, JOHN STEVEN	717 S JACKSON ST		SALISBURY	NC	28144	Vehicle Sold	256533840	25.80
MATUSIE, DEBORAH BENZ	250 GOODNIGHT FARM RD		SALISBURY	NC	28147	Vehicle Totalled	171022580	152.38
MAY, LAURA LEA	710 CANDLEWICK DR		SALISBURY	NC	28147	Vehicle Totalled	171460426	32.94
MCCRAVEN, CHARLES EDWARD	920 COLONIAL DR		CHINA GROVE	NC	28023	Vehicle Sold	255988068	299.25
MCKEITHAN, KIMBERLY BURGWYNN	12650 HIGHWAY 52		GOLD HILL	NC	28071	Situs error	340610556	177.20
MICHAEL MCDOWELL MOTORSPORTS INC	1090 RIDGEVIEW CT		DAVIDSON	NC	28036	Vehicle Sold	170003956	167.16
MILLS, ELIZABETH ANNE	403 GARNER DR		SALISBURY	NC	28146	Vehicle Sold	255988053	122.60
MOST, BRIAN ANDREW	703 SPENCER LN		KANNAPOLIS	NC	28081	Adjustment	257368947	3.86
RIGG, PEGGY ANN	558 KIMBALL RD		CHINA GROVE	NC	28023	Vehicle Sold	256533837	109.92
RITCHIE, JOHN ALEXANDER JR	310 AVIATION LN		GOLD HILL	NC	28071	Vehicle Totalled	170442464	10.62
ROBINSON, JOSEPH ANDREW II	4890 HIGHWAY 152 E		ROCKWELL	NC		Vehicle Sold	170314454	8.91
RUTHERFORD, KELLY ANN WAY	598 EMERALD RIDGE RD		SALISBURY	NC	28146	Over Assessment	170305352	72.97
SCARVEY, DAVID CHRISTOPHER	605 MITCHELL AVE		SALISBURY	NC	28144	Vehicle Sold	255663651	152.74
SECHLER, MARTHA TAYLOR	610 E CHURCH ST		CHINA GROVE	NC	28023	Vehicle Sold	170004186	31.34

						TOTAL:	\$ 4,163.86
YMCA OF ROWAN COUNTY NC INC	215 GUFFY ST	SALISBURY	NC	28147	Exempt Property	255472350	116.92
WELDAY, KEVIN MICHAEL	1061 GRACEBROOK DR	SALISBURY	NC	_	Vehicle Sold	170648734	24.16
WATT, RONALD BRUCE JR	418 OAK BROOK DR	SALISBURY	NC.	28146	Vehicle Sold	254816250	203.96
WARDEN, BRIAN MICHAEL	510 GARLAND DR	SALISBURY	NC	28146	Vehicle Sold	170003932	152.64
WALTON, SANDRA KAY	485 STONE RD	SALISBURY	NC	28146	Tag Surrender	169877414	59.16
TETTERTON, SCOTT REECE	170 MCBRIDE DR	ROCKWELL	NC	28138	Vehicle Sold	170658954	54.52
SUTHERLAND, TANGELA JOY	1234 STONEWYCK DR	SALISBURY	NC	28146	Vehicle Sold	171460010	5.23
STOKES, JEROME PEARCE	100 W INNES ST APT 6A	SALISBURY	NC	28144	Vehicle Sold	255663591	97.32
STEELE, ROBERT GIBSON	240 CONFEDERATE AVE	SALISBURY	NC	28144	Vehicle Sold	256533816	128.26
SMITH, HEATHER DANIELLE	835 JONES RD	MOUNT ULLA	NC	28125	Situs error	340610072	51.80
SHOAF, WILLIAM CODY	801 YOST RD	SALISBURY	NC	28146	Insurance Lapse	170502244	29.20
SETTING, JEFFREY MICHAEL	416 BELLINGSHIRE DR	MOUNT ULLA	NC	28125	Adjustment	170735178	16.44

Tonya Parnell

# **AUGUST 2022 VTS REFUNDS**

Final Audit Report 2022-10-07

Created: 2022-10-06

By: Casey Robinson (casey.robinson@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAtCw\_QQUImYyuc-5GMG6bPJVVm1aF\_Bw7

### "AUGUST 2022 VTS REFUNDS" History

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Signature Date: 2022-10-07 - 2:52:44 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed. 2022-10-07 - 2:52:44 PM GMT

TAXPAYER NAME 1	TAXPAYER NAME Z	ADDRESS 1	ADDRESS 2	CITY	STATE	710	SITUS	PARID REI	EUND
ADKINS CARTER PA	Transfer and Party Department of	129 N MA:N ST		SALISBURY	NC.		4 205 SHERIDAN DR	3258074	20.39
AHP SERVICING		440 S LASALLE ST SUITE 1110		CHICAGO	0.		5 1021 SCALES ST	011 279	5.72
ALIE YATES BROWN, ATTORNEY AT LAW		525-A SICHURCH ST		ASHEBORO	NC		3 D JOE LENTZ RD	510.056	362.03
ANDREW M. ADAMS, P.A.		129 WEST TRADE STREET SUITE 1925		CHARLOTTE	NC.	1000000	2 814 E MILLS DR	133 010	16.63
ANN STREET PROPERTIES LLC		114 CHIPPEWA TRIL		CHINA GROVE	NC	2802	D ANN ST	071 180	2.48
ANN STREET PROPERTIES LLC		114 CHIPPEWA TRL		CHINA GROVE	NC.	2802	3 230 ANN ST	071 054	11.5
ARCHIE PATRICIA ANN		2495 BOSTIAN RD		CHINA GROVE	NC.	28025-6833	2495 BOSTIAN RD	139 003	6.93
AREY CLYDE DAVIS	AREY MARY CATHERINE	1220 ST MATTHEWS CHURCH RD		SALISBURY	NC	28146-5567	13680 STOKES FERRY RD	533 009	2,30
AREY CLYDE DAVIS	AREY MARY CATHERINE	1220 ST MATTHEWS CHURCH RD		SALISBURY	NC	28146-5567	1220 ST MATTHEWS CHURCH RD	509 021	15.36
ASCENCION RICARDO	ASCENCION IRMA H	465 OAK MOUNTAIN RD		SALISBURY	NC	28147-7520	465 OAK MOUNTAIN RD	755 105	5.36
AUSTIN HUNT LUMBER COMPANY, INC		2762 HICKORY HWY		STATESVILLE	NC	2867	7 0 GOODSON RD	334 006	1.40
BAKER RALPH L SR		216 5 DEERFIELD CIR		SALISBURY	NC:	28147-9708	428 N MAIN ST	011 06201	15.00
BALL DYNAMICS PRO SHOP	BARRY E KENNEDY	1585 COOPER RD		SALISBURY	NC:	2814	7 1585 COOPER RD	209 034	5.50
BANNISTER VICKIE LYNN		228 W JOHNSON ST		SALISBURY	NC	28144-6420	228 JOHNSON ST	015 098	6.00
BARNHARDT HELEN MORGAN		1485 BARNHARDT RD		CHINA GROVE	NC	28023-8710	O BARNHARDT RD	110 015	81,74
BARNHARDT HELEN MORGAN		1485 BARNHARDT RD		CHINA GROVE	NC	28023-8710	O BARNHARDT RD	110 015	76.55
BARNHARDT HELEN MORGAN		1485 BARNHARDT RD		CHINA GROVE	NC:	28023-8710	1485 BARNHARDT RD	110 040	447.30
BARNHARDT HELEN MORGAN		1485 BARNHARDT RD		CHINA GROVE	NC	28023-8710	1485 BARNHARDT ND	110 040	417.38
BEAVER ELIZABETH W		298 BUNNY HOP IN		CLEVELAND	NC	27013-9506	298 BUNNY HOPEN	722 011	2.19
BEAVER LINDA C		325 BROOKWOOD DR		SALISBURY	NC:	28146-8837	325 BROOKWOOD DR	6090014	12.15
BENIC MORGAN ATTORNEY		150 A SCARBORO ST		ASHEBORO	NC.	2720	2725 RICHFIELD RD	932 001	8.86
BENFIELD SANITATION SERVICES INC		282 SCOTTS CREEK RD		STATESVILLE	NC	28625-2342	PERFORMANCE RD	175888	38.28
BENTLEY REALTY INC		616 N MAIN ST		KANNAPOLIS	NC	28081-2369	616 N MAIN ST	164329	1.33
BENTLEY ROBBIE SELLERS	- Name and Company of the Company of	4576 HIGHWAY 152 E		ROCKWELL	NC:	28138-9599	615 ROY CLINE RD	430A068	1,80
BIGGERS MICHAEL D	BIGGERS BETSY B	8030 ROCKY RIVER RD		HARRISBURG	NC	2807	S680 RICHFIELD RD	547 034	11.22
BRLLINGS SANORA B		1428 AZALEA AVE		KANNAPOLIS	NC	28081-5802	381 SAILBOAT OR	5008224	.7.18
BILLINGS SANDRA B		1428 AZALEA AVE		KANNAPOUS	NC	28081-5802	PERSONAL PROPERTY	987504	1.33
BIRDSEY GARTH A	BIRDSEY BELINDA JO	3010 CRESTVIEW CT		SEVIERVILLE	TN	3786.	2 121 ELM ST	013 445	1,618.09
BLACKWELDER JODY W	BLACKWELDER DALANA B	PO BOX 217		CHINA GROVE	NC.	28023-0217	418 CORRELL LOOP RD	411A020	1.71
BLACKWELL FAYE CLIFTON		285 WILL BLACK RD		SALISBURY	NC.	2814	7 285 WILL BLACK RD	305 044	13.69
SLAKE JOE G		1045 HETH PL		WINCHESTER	VA	22601-6737	115-STRATFORD PL	325C129	51.35
BOSTIAN EDITH M		PO 80X 291		CHINA GROVE	NC	7802	194 COLUMBUS ST	129A070	3.40
BOWLES CATHY B		PO BOX 156		CLEVELAND	NC	27013-0156	PERSONAL PROPERTY	989200	4.32
BROWN JOEY LYNN	BROWN ANGELA MCKINNEY	600 ARTISTS AVE		ENGLEWOOD	FI.	3422	1050 PHIFER RD	727 013	6,39
BROWN MARK L		9450 OLD BEATTY FORD RO		ROCKWELL	NC:	28138-7668	8355 OLD BEATTY FORD RD	433 001	3,23
BUCKEYE INVESTMENTS LLC		125 DAPPLER LN		SALISBURY	NC	28147-8150	3325 STATESVILLE BLVD	175874	3.66
BUCKEYE INVESTMENTS LLC		125 DAPPLER LN		SALISBURY	NC	28147-8150	3325 STATESVILLE BLVD	175874	42.96
CAETTA ADAM MICHAEL		10210 NC HWY 801		MOUNT ULLA	NC	2812	5 0 NC 801 HWY	759 034	2.08
CANAAN MISSIONARY BAPTIST CH	OF SALISBURY INC	785 BARRINGER ST		SALISBURY	NC	2814	6 O N MAIN ST	064 047	10,77
CANAAN MISSIONARY BAPTIST CH	OF SALISBURY INC	785 BARRINGER ST		SALISBURY	NC	2814	775 BARRINGER ST	403A067	7.93
CANUPP JAMES REED		395 ALAN CIR		SALISBURY	NC	2814	7 395 ALAN CIR	472A025	7.02
CAPANO JARED R	N	440 OLD US 80 HWY		GOLD HILL	NC	2807	1 440 OLD US 80 HWY	369 100	10.09
CARGLINA QUARRIES INC		805 HARRIS GRANITE RD		SALISBURY	NC		D HARRIS GRANITE RD	616 019	1.40
CARGLINA QUARRIES INC		805 HARRIS GRANITE RD	81 =	SALISBURY	NC	2814	D HARRIS QUARRY RD	616 00801	47,73
CAROLINA QUARRIES INC.		805 HARRIS GRANITE RD		SAUSBURY	NC	2814	1350 UNION CHURCH RD	616 010	53.01
CAROLINA QUARRIES INC		805 HARRIS GRANITE RD		SAUSBURY	NC.	2814	240 STOKES FERRY RD	617 072	24.12
CAROLINA QUARRIES INC	198 Law 2 - Law 2 - Law 2	805 HARRIS GRANITE RD		SALISBURY	NC	2814	8 805 HARRIS GRANITE RD	616 002	118.76
CARRIGAN WADE P	CARRIGAN PHYLLIS T	1245 OAK RIDGE FARM HWY		MOORESVILLE	NC		5 9335 W NC 152 HWY	230 027	5.35
CENTRAL PIEDMONT BUILDERS INC		PD BOX 4041		SALISBURY	NC	THE RESERVE AND ADDRESS OF THE PARTY.	925 SELLS RD	172972	11,20
CHANDLER & GIBSON, PLLC		2901 COLTSGATE ROAD STE 200		CHARLOTTE	NC		1 255 LARKSPUR RD	4129189	868.71
CHURCH'S AUTOMOTIVE		5647 SAM BROADWAY LP	U .	KANNAPOLIS	NC	100 CH 10	1 O FREEZE NO	247 033	1.11
CHURCH'S AUTOMOTIVE		5647 SAM BROADWAY LF		KANNAPOLIS	NC	-	1 5321 SAM BROADWAY LOOP	246A070	3.00
CHURCH'S AUTOMOTIVE		5647 SAM BROADWAY LP		KANNAPGLIS	NC	-	1 S647 SAM BROADWAY LOOP	246A367	4.24
CHURCH'S AUTOMOTIVE		5647 SAM BROADWAY LOOP		KANNAPOLIS	NE	The second secon	1 5648 SAM BROADWAY LOOP	246A204	1.62
CMH MANUFACTORING INC		PO BOX 9780		MARYVILLE	TN	3780	2 422 PALMER RD	365 120	176.66
COLEMAN SHERRY L	COLEMAN JAMES SAMUEL	121 YORKSHIRE DR		SAUSBURY	NC	2814	121 YORKSHIRE DR	3.24E+264	46.94

CORELOGIC TAX SERVICES LLC	A U	3001 HACKBERRY RO	IRVING	TX	75063-0156	6810 UNITY CHURCH RD	2494057	150.77
CORNELIUS JAMES R		2937 MONTFORD AVE NW	CONCORD	NC	28027-6789	The Party of the P	361 002	3.98
CORNELIUS JAMES R		2937 MONTFORD AVE NW	CONCORD	NC	28027-6789	D CORNELIUS RD	361 109	2.63
CORRIHER SHIRLEY OVERCASH		540 CANNON FARM RD	CHINA GROVE	NC	28023-6531	D CANNON FARM RD	131 303	490.06
CORRIHER TONY BEAVER		PO BOX 8166	LANDIS	NC	28088	700 N CENTRAL AVE	163 069	1.87
COSTNER LAW OFFICE PLLC		10735 DAVID TAYLOR DRIVE SUITE 200	CHARLOTTE	NC	28262	319 SOWERS PERRY RD	045 100	1,875.00
COSTNER LAW OFFICE PLLC		10735 DAVID TAYLOR DR STE 200	CHARLOTTE	NC	-	216 S BEAVER ST	108 045A	2,162.72
COSTNER LAW OFFICE, PLLC		10735 DAVID TAYLOR DRIVE, SUITE 200	CHARLOTTE	NC		914 CELEBRATION DR	068 122	14.02
CPB COMMERCIAL INC		PO BOX 4041	SAUSBURY	NC	-	O ARABIAN IN	3268219	4.10
CPB COMMERCIAL INC		PO BOX 4041	SAUSBURY	INC	29145	G ARABIAN IN	3266220	3.69
CPB COMMERCIAL INC		PG BOX 4041	SAUSBURY	NC.	28145	O SELLS RD	325A049	1.40
CPB COMMERCIAL INC		PO BOX 4041	SAUSBURY	NC	-	925 SELLS RD	325 292	18.26
CPB COMMERCIAL INC		PG BOX 4041	SALISBURY	NC	THE RESERVE AND PARTY OF THE PERSON NAMED IN	925 SELLS RD	165228	4.64
CROSSBOADS AUTOBODY, INC.		1685 KLUTTZ RO	SAUSBURY	NC	CONTRACTOR OF THE PARTY OF THE	PERSONAL PROPERTY	124759	2.33
DAHIR FOOTWEAR LLC	THE ATHLETE'S FOOT	PO BOX 98388	RALEIGH	NC	-	1345 KLUMAC RD	175717	18.50
DEAL DEBERA K		413 ROSS ST	CHINA GROVE	NC	28023	413 ROSS ST	1180051	8,40
DEAL DIANE H		645 ACORN DAKS OR	SAUSBURY	NC		818 S FRANKLIN ST	104 050	12,93
DEAL JERRY LEE	DEAL JOYCE	7950 WRIGHT RD	KANNAPOLIS	NC.	-	7950 WRIGHT RD	247.043	18.40
DECOSTER JAMES JOSEPH	The state of the s	5105 MOORESVILLE RD	SALISBURY	NC	97919000	PERSONAL PROPERTY	173351	1.22
DOVENMUEHLE		1 CORPORATE DRIVE SUITE 360	LAKE ZURICH	II.	-	2520 HILL TOP DR	209A013	11.87
DRECHSLER MARK EDWARD	DRECHSLER JANE A	895 HIDDEN VIEW LIN	CLEVELAND	NC.	the same and the same and the same	990 GOODSON RD	314 037	20.26
DRECHSLER MARK EDWARD	DRECHSLER JANE A	1365 HOBSON RD	CLEVELAND	NC	-	990 GOODSON RD	314 037	7.78
DRECHSLER MARK EDWARD	DRECHSLER JANE A	1365 HOBSON RD	CLEVELAND	NC	-	PERSONAL PROPERTY	101365	19.64
DULA DANNY R	DRECHGLER MARE A	84 PITTS SCHOOL RD NW	CONCORD	NC	THE RESIDENCE OF PERSONS ASSESSED.	O N CHAPEL ST	109 204	2,39
Control of the Contro		125 DAPPLER LN	SALISBURY	NC	THE SECURE OF THE PARTY OF THE	3925 STATESVILLE BLVD	175874	48.91
DUNN TRAVIS		The state of the s	THE CONTRACTOR OF THE CONTRACT	NC.		D W RITCHIE RD	401 030	6.28
DW EXPRESS INC	COMMANDO MANCO C	7.100 TOXAWAY LN 162 SPRING GARDEN AVE	KANNAPOLIS	NC.	-	162 SPRING GARDEN AVE	2498188	9.16
EDWARDS JOHN LEWIS	EDWARDS IANICE C	- OF CONTRACT OF CONTRACT PROPERTY AND CONTRACT PROPERTY PROPERTY AND CONTRACT PROPERTY PROPER	THE PARTY OF THE P	NC		NORTH THE PROPERTY OF THE PROP		1.97
ENOCHVILLE FOOD CENTER		915 N ENOCHVILLE AVE	CHINA GROVE	NC.	-	O N ENOCHVILLE AVE	246A026	-
ENOCHVILLE FOOD CENTER		915 N ENOCHVILLE AVE	CHINA GROVE		THE RESERVE AND PROPERTY.	915 N ENOCHVILLE AVE 2480 SAW RD	246A025	16.80
ERVIN DAVID LEE IREVOCABLE TR		2480 SAW RD	CHINA GROVE	NC	TO THE REAL PROPERTY AND ADDRESS OF THE PARTY	Telephone (All Police Colors)	244 217	23.61
FISHER ELLIE LEE JR	FISHER MARGARET MOORE	215 COYOTE TRL	SALISBURY	NC		O COYOTÉ TRL	310C232	1.37
FRICK NATHAN DREW		225 DOCKSIDE DR	SALISBURY	NC	-	PERSONAL PROPERTY	106844	102.17
GAITHER LEON FRANKLIN III	CONTROL OF STREET	1508 N SHAVER ST	SALISBURY	NC:	Commence Strangers and Commence Street	1508 N SHAVER ST	007 18102	5.33
GALLEN GLENN	GALLEN KATHY J	5D4 WELLINGTON HILLS CIR	SALISBURY	NC	Carried Control of the Control of th	504 WELLINGTON HILLS CIR	3278071	6.43
GARMON DALE DERAY		1375 PHANIEL CHURCH RD	ROCKWELL	NC.	The state of the s	PERSONAL PROPERTY	107712	14.77
GIBBONS MOTORSPORTS SOUTH INC		311 PERFORMANCE RD	MOORESVILLE	NC.		311 PERFORMANCE RD	166193	8.05
GILBERT KIMBERLY T		109 HALL ST	CLEVELAND	NC	The state of the s	103 HALL ST	250 098	714.50
GILLESPIE PAUL GREGORY	SHERRIL WHITNEY NIKOLE	2197 TRAIL AVE	KANNAPOUS	NC		2187 TRAIL AVE	2490027	11.81
GODFREY TONY LYNN		2365 LOWER PALMER RD	SALISBURY	NC	THE PARTY NAMED IN	225 NORWOOD DR	636 031	1.53
GORDON PAMELA AUSTIN	GORDON SARAH NICOLE	322 E 15T AVE	CHINA GROVE	NC	CONTRACTOR OF THE PARTY OF THE	322 15T AVE	1648010	22.52
GRAHAM BONNY RILEY		1112 N CHURCH ST	SALISBURY	NC		1112 N CHURCH ST	003 235	7.50
GRAHAM LEONARD		3708 AYRSHIRE CT	HARRISHURG	NC	The second section is a second sec	106 STRATFORD RD	D65AZ99	334,38
GRAHAM STEVEN NEAL		1220 EDGEWOOD CT	SALISBURY	NC	700000	PERSONAL PROPERTY	179445	10.30
GRAY HALL		1213 SUMMIT AVE	SAINT PAUL	MN		D WILLIAMS RD	008 14502	2.32
HALL DELORES BALLARD		1670 DALE EARNHARDT BLVD	KANNAPOLIS	NC	-	O ROLLING RD	2490053	1.42
HANDS LAW OFFICE PLLC		3558 N DAVIDSON STREET	CHARLOTTE	NC.	100000000000000000000000000000000000000	3595 N LONG ST	521063	841,19
HARDY MARGIE X		1545 N NC 153 HWY	CHINA GROVE	NC	-	0 NC 153 HWY	131A079	127.67
HARDY MARGIE K		1545 N NC 153 HWY	CHINA GROVE	NC		1545 NC 153 HWY	131A07901	488,59
HARTIS AMIE	HARTIS ABISAG S	207 DEPOT ST	ROCKWELL	NC	28138-8700	- CT bearing to the Control of the C	364 198	3,01
HARVEST BAPTIST CHURCH		640 RIMERTOWN RO	ROCKWELL	NC	The second secon	D RIMERTOWN RD	435 011	18.04
HARVEST INDEPENDENT BAPTIST CH		640 RIMERTOWN RD	ROCKWELL	NC		O RIMERTOWN RO	435 056	3.70
HARWOOD JAMES MATTHEW JR	HARWOOD DIANNA 8	1180 SIDES RD	SALISBURY	NC		1180 SIDES RD	357 079	6.90
HAYES GLENN MITCHELL	HAYES JUDITH M	1795 STIREWALT RD	CHINA GROVE	NC		1735 STIREWALT RD	112 003	9.81
HAYES GLENN MITCHELL	HAYES JUDITH M	1795 STIREWALT RD	CHINA GROVE	NC.	-	1795 STIREWALT RD	112 158	23,38
HEAD RICHARD A	HEAD USA J	PO BOX 841	CHINA GROVE	NC		375 WINDING WAY	4678100	8.26
HIGHLAND RENTAL LLC	-16 4	PO BOX 232	WOODLEAF	NC	-	175 WEYMORE RD	8171020	10.47
HINSON REBECCA Y	10.5	506 HAMPTON LAKE DR	BLUFFTON	SC.	and the state of t	1203 RACHEL LN	469A011	2.34
HOLLIFIELD JAMES WILLIAM	HOLLIFIELD ANN L	14715 OLD BEATTY FORD RD	GOLD HILL	NC	28071-9645	O OLD BEATTY FORD RD	382 005000002	4.30
HOLUS JANET WOLFORD		170 FRANKLIN CHURCH DR	SALISBURY	NC	28147	170 FRANKLIN CHURCH DR	319 025	6.30

HOLTZCIAW MIT HEIRS		1544 PARK PL #2F	BROOKLYN	NY:	31213	O N MAUN ST	156 0700001	1.04
HOLTZCLAW M T HEIRS		1544 PARK PL #2F	BROOKLYN	NY	-	O N MAIN ST	156 069	2.71
HOLTZCLAW MAE ETTA		1544 PARK PL #2F	BROOKLYN	NY.	and companies which the pro-	3100 N MAIN ST	156 306	4.97
HUBBARO CYNTHIA H	HUBBARD CYNTHIA H	840 ACORN DAKS DR	SALISBURY	NC		O ACORN OAKS DR	4170272	1.65
HUBBARD CYNTHIA H		840 ACORN OAKS OR	SALISBURY	NC:	-	840 ACDRN DAKS DR	4170199	9.81
HUBBARD LORI LYNN	HUBBARD JIMMY GUY JR	104 LYNNGROVE LN	CHINA GROVE	NC	-	0 LYNNGROVE LN	330A08009	1.70
HUNTER & CHANDLER LAW GROUP, PLLC	9. 02.000001-00.000000000000000000000000000	10800 SIKES PLACE, SUITE 105	CHARLOTTE	NC.	-	311 LOCUST ST	149 024	1,339.77
HURDER RANDALL J		115 SAN VIKA LN	SALISBURY	NC		219 EASTWOOD DR	058A392	19.84
IRA CLUB	67 E MADISON ST STE 1510	IRA CLUS	CHICAGO	in	-	507 S YADKIN AVE	032 119	6.80
IRA CLUB FBC ATWOOD ERIKA C		PO 80X A3535	CHICAGO	15.		502 N SHAVER ST	011 354	5.99
JOHNSTONE FARMS LLC		1144 FOREST OAKS DR	SALISBURY	NC	-	DKLUTTZRD	355-033	14,58
JOLLEY JAMES W.JR.	JOLLEY JANICE SHARPE	150 EDINBURG DR	KANNAPOLIS	NC	7000000	721 N MAIN 5T	011 195	11.81
JOLLEY JAMES W JR	JOLLEY JANICE SHARPE	150 EDINBURG DR	KANNAPOLIS	NC	-	727 N MAIN ST	011 196	12.73
KENNEDY KRISTEN	KENNEDY CAMERON	116 CRESTVIEW RD	RALEIGH	NC	-	O MURRAY DR	612 224	259.13
KENNEDY KRISTEN	KENNEDY CAMERON	116 CRESTVIEW RD	RALFIGH	NC.		510 MURRAY DR	612 198	561.54
KENNEDY KRISTEN	KENNEDY CAMERON	116 CRESTVIEW RD	RALEIGH	NC.	-	485 MURRAY DR	612A031	
KENNEDY KRISTEN	KENNEDY CAMERON	116 CRESTVIEW RD	RALEIGH	NE	THE PERSON NAMED IN	S10 MURRAY DR	A CONTRACTOR OF THE PARTY OF TH	7,475.13
KINGS AUTO BODY CO INC	KENNEDY CAMERON	The state of the s		_	-	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	612 223	553.42
AND DESCRIPTION OF THE PROPERTY OF THE PROPERT		2101 N MAIN ST	KANNAPOLIS	NC		2101 N MAIN ST	167200	8.40
KIRK'S LUBE AND BRAKE CLINIC	WILLIAM STATE STAT	903 5 MAIN 5T	CHINA GROVE	NC.	-	813 S MAIN ST	104 151	2.03
KLUTTZ MICHAEL SCOTT	KLUTTZ AMY KENT	1406 WELLINGTON HILLS CIR	SALISBURY	NC	THE RESERVE AND PERSONS ASSESSED.	1613 S SAUSBURY AVE	030 154	12.15
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR	CORNELIUS	NC		2420 WINFIELD ST	145 077	26.39
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR	CORNELIUS	NC	The second second second	1178 OAKBLUFF DR	4.58£+13	185.31
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DIL	CORNELIGS	NC	THE RESERVE AND ADDRESS OF THE PERSON NAMED IN	2204 S MAIN ST	154306	51.64
KNIPP LAW OFFICE PLLC	CANADA SANA	8221 VILLAGE HARBOR DR	CORNELIUS	NE	TO SHARE THE PARTY OF THE	7740 US 52 HWY	356 097	747.93
LACASSE KENNETH E	LACASSE ROSE	111 COVENANT WOODS DR	SALISBURY	NC	-	BROWN RD	572 053	1.07
LAMBERT RONALD BARRY		135 BURR CN	SALISBURY	NC	THE RESERVE THE PERSON NAMED IN	PERSONAL PROPERTY	123810	13.90
LANCE WILLIAM D	LANCE ANGELA L	507 SAINT JOHNS DR	SALISBURY	NE	-	507 ST JOHNS DR	304 150	2,744,88
LAW FIRM CAROLINAS	ILOTA TRUST CHARLOTTE	3623 N ELM ST STE 200	GREENSBORO	NC	-	205 CENTURY DR	0618061	115,88
LAW OFFICE OF KEVIN CLINK, PC		1 BUFFALG AVENUE NW, SUITE 330'S	CONCORD	NC		O TIMBER RUN DR	0660008	9.86
LAW OFFICE OF WILFORD V. WEST. IV		116 SOUTH MAIN STREET STE 201	MOORESVILLE	NC.	-	2820 WRIGHT AVE	467A026	14.48
LAW OFFICE OF WILFORD V. WEST, IV		116 SOUTH MAIN STREET STE 201	MOGRESVILLE	NC:	-	320 HUNTINGTON RIDGE OR	3718154	25.76
LAW OFFICES OF KEVIN C LINK PC	4	1 BUFFALO AVENUE NW 5TE 3305	CONCORD	NC	-	O DAUGHERTY RD	127 335	2.89
LAW OFFICES OF KEVIN CLINK PC		1 BUFFALO AVENUE NW STE 3305	CONCORD	NC	-	325 S ENOCHVILLE AVE	2496218	9.94
LAW OFFICES OF KEVIN CLINK PC		1 BUFFALO AVENUE NW STE 3305	CONCORD	NC:	-	529 LOCUST ST	149 001	12.26
LEDWELL HILDA C		2606 EARLE ST	KANNAPOLIS	NC		2606 EARLE ST	245A030	5.11
LEDNARD JON RODNEY	- In water-concentration	200 WOODY AVE	SAUSBURY	NC	28145-5957	PERSONAL PROPERTY	125035	1.02
LITAKER JOHN 5	LITAKER WENDY C	202 DALE AVE	KANNAPOLIS	NC	28081	O DIAL ST	133A095	1.29
LIVENGOOD BENNY	LIVENGOOD CARCLYN	126S KEPLEY RD	SALISBURY	NC	28147-8457	PERSONAL PROPERTY	177858	21,13
LIVENGOOD BENNY LEE		1265 KEPLEY RD	SAUSBURY	NC.	28147-8457	PERSONAL PROPERTY	125987	4.61
LIVENGOOD BENNY LEE		1265 KEPLEY RD	SAUSBURY	NC:	28147-8457	PERSONAL PROPERTY	125988	5.51
LIVENGOOD BENNY LEE	LIVENGODD CAROLYN B	1265 KEPLEY RD	SALISBURY	NC	28147	1265 KEPLEY RD	314 026	8.97
LIVENGOOD CAROLYN BURLESON	LIVENGOOD BENNY LEE	1265 KEPLEY RD	SALISBURY	NC:	28147	680 RIDGELAND DR	256 076	1.28
LUTZEL, BROADWAY, & ASSOC	The second secon	12194 COPPER WAY, STE 201	CHARLOTTE	NC	282.77	380 BAYMOUNT DR	307.231	1,461.17
LYNCH L A	LYNCH LORINE H	PO BOX 51547	DURHAM	NC:	27717	616 PINEWOOD AVE	057A172	8.33
MADDEN BARBARA T	2	295 TWIN LAKE DR	SALISBURY	NC	28146-2453	295 TWIN LAKE OR	603 128	11.74
MARK E RANDOLPH ATTORNEY AT LAW		1965 WESTGATE CENTER DRIVE SUITE D	WINSTON SALEM	NC	27103	O CIVERCASH RD	454 056	87.85
MASON PAUL T	MASON BRENDA C	106 DUKE DR	LEXINGTON	NC	27292	O LAKE WRIGHT RD	2258007	5.06
MCDONALD VERA P	Section division	297 D W PAYNE RD	TAYLORSVILLE	NC	28681	120 CHINA GROVE RD	128 071A	6.62
MEAGHEN WHEELER		3520 STONEY BROOK OR APT 301	FULTONDALE	AL	35068-2203	430 GRIM ST	005 163	12.68
MECKES MERLE		330 STATE RD	CHINA GROVE	NC	28023-6664	330 STATE RD	145 118	12.00
MERRITT LAW PLLC	HATLEY MELBA	1610 DALE EARNHARDT BLVD	KANNAPOLIS	NC	28083	0.4TH ST	033 002	154.34
MERRITT LAW PLLC		1610 DALES EARNHARDT BLVD	KANNAPOLIS	NC	28083	O CAL KENNEDY RD	277 052	111,64
MILKSTONE SETTLEMENT, LLC		9555 S EASTER AVE STE 280	HENDERSON	NV	89123	210 W 15TH ST	004 110	2,003.28
MILLBRIDGE RACING LLC		6670 MODRESVILLE RD	SALISBURY	NC.	28147	O MODRESVILLE RD	768 066	5.36
MILLBRIDGE RACING LLC		6670 MODRESVILLE RD	SAUSBURY.	NC-	28147	6590 MODRESVILLE RD	768 068	5.41
MILLBRIDGE RACING LLC		6670 MODRESVILLE RD	SALISBURY	NC	28147-7672	6670 MOORESVILLE RD	175072	1.63
MILLER FAYNELL K		123 WHITE AVE	KANNAPOLIS	NC	28081-9617	123 WHITE AVE	249CD33	5.91
MILLER JAMES CARTER		15618 FARNSWORTH LN	TAMPA	FL	33624-1816	O N CANNON BLVD	133 05703	291.19
MILSAPS & BRATTON, PLLC		2201 E 7TH STREET	CHARLOTTE	NC:	28204	Ó BUFORD DR	1290038	3.97

MOORE CARL		325 MOORE VILLAGE RD	ROCKWELL	NC	28138-7434	325 MODRE VILLAGE RD	431 079000001	1.99
MOORE KATHY M		510 MILLER RD	CHINA GROVE	NC.	The second section of the second	612 PARK ST	100 011	3.84
MOORE RAYMOND R IR	MOORE LINDA M	PO BOX 1886	SALISBURY	NC	-	329 MAUPIN AVE	014 109	3,731.69
MORGAN LINDA D	SHINN JERRY	139 ELIZABETH ST	CHINA GROVE	NC.		212 SYLVAN RD	2068072	9.99
MORGAN RHONDA G	SAMO DESIGNATION OF THE PROPERTY OF THE PROPER	5925 HIGHWAY 152 E	ROCKWELL	NC:	ESPERANTE PROPERTY OF THE PROP	5925 E NC 152 HWY	388 077	1.13
MORRISON DONALD RAY	C V	13060 COOL SPRINGS RD	CLEVELAND	NC.	The second second second	13060 COOL SPRINGS RD	723 006	14.73
MORRISON DONALD RAY	MORRISON SUSAN R	13060 COOL SPRINGS RD	CLEVELAND	NC	AND REAL PROPERTY AND ADDRESS OF THE PARTY O	1435 MT VERNON RD	720 011	2.21
MORRISON LAW LLP		167 CHURCH ST N	CONCORD	NC.		1206 OAKBLUFF OR	4.58E+14	185.31
MORTGAGE INFORMATION SERVICES, INC.		4877 GALAXY PARKWAY SUITE I	CLEVELAND	ОН	A CONTRACTOR OF THE PARTY OF TH	2060 PEELER RD	4110004	1,167,77
MOTLEY JUDY MONTGOMERY		325 ACKERT AVE	SALISBURY	NC	and the second second	325 ACKERT AVE	005 04601	4.61
MULLIS MICHAEL LYNN	MULLIS ALISON HURDER	210 WILDWOOD DR	SAUSBURY	NC		407 CAROLINA AVE	362 094	4.86
NANCE & OVERBEY, PLLC		214 E INNES STREET	SAUSBURY	NC	200000000000000000000000000000000000000	0 AGNER DR	067A089	139.29
NANCE MELODY V		609 WALTON RD	SAUSBURY	NC		609 WALTON RD	6088079	8.59
NEW RUE21 LLC	5TORE #1555	800 COMMONWEALTH DR	WARRENDALE	PA		PERSONAL PROPERTY	175911	8.08
NEW SERVICEUNK LLC	1	1355 CHERRINGTON PKWY	MOON TOWNSHIP	PA	The second second	628 E KETCHIE ST	103 136	15.43
NORWOOD ARMSTRONG & STOKES PLLC		4806 PARK ROAD SECOND FLOOR	CHARLOTTE	NC		407 E 11TH ST	150 277	1,456.74
OLIPHANT JEFFREY BRIAN		102 DEXTER ST	KANNAPOLIS	NC	THE REAL PROPERTY.	1030 CILIPHANT LN	249C1Z1	1.66
OVERCASH HAROLD LLOYD		1604 W A ST	KANNAPOUS	NC.		1604 W A ST	154 064	2.65
PAGE JOHN		7241 DOGWOOD LN	KANNAPOUS	NC	*********	PERSONAL PROPERTY	178152	16.71
PAGE WILLIE MARVIN		520 HOWARD ST	ROCKWELL	MC.	A STREET, SQUARE,	PERSONAL PROPERTY	177627	1.08
PAYNE PAMELA RENEE		1020 LONG FERRY RD	SALISBURY	NC	The second second	TOTAL CONTRACTOR OF THE PARTY O	100000000000000000000000000000000000000	
PEAKE ALAN EVERETT		1300 LARCHMONT PLAPT 603	SALISBURY	NC.	The second second second	PERSONAL PROPERTY	183069 335A006H	68.64
PENCER WALTER & GRIFFIN ANICE		160 PROSPECTORS TRL		NC.	100000000000000000000000000000000000000	4920 CHENAULT RD		7.46
PEPPER BARBARA A		224 GOLD HILL DR	LEXINGTON	100000000000000000000000000000000000000	And in contrast of the Publishers	CONTRACTOR OF THE PROPERTY OF	716 003	- The state of the last of the
PEPPER BARBARA A		224 GOLD HILL DR	SALISBURY	NC NC	and the same of the same of the Same	O GOLD HILL DR	070.065	3.06
PETHEL FRANCES #		610 SHUPING MILL RD	SAUSBURY	Water	Wall bearing the second security	224 GOLD HILL DR	070 087	5.53
PIGG NANCY ANN WEBB	PIGG DEWAYNE A	400 WARIOTO WAY APT 709	SALISBURY	INC.	the sales of the s	610 SHUPING MILL RD	426-111	24.44
RAINE	FIGURE NAME A	3575 PIEDMONT ROAD SUITE L120	ASHLAND CITY	IGA	THE REAL PROPERTY.	O SAFRIT RD 340 FREEDOM OR	410 015	7.50
RANDY E BENTLEY CONSTRUCTION, LLC		The state of the s	ATLANTA	Track bearing	20,000		451A214	10.23
REID ROBERT DARNELL		4576 HIGHWAY 152 E 2406 DALE EARNHARDT DR	ACCKWELL .	NC	THE CONTRACTOR OF THE PARTY OF	4576 HWY 157 E 120 MCCLEAVE RD	164378	3.99
RENGER & REYNOLDS PLLC	19 111	5950 FARVIEW RD	KANNAPOLIS CHARLOTTE	NC NC		0 MCGILL ST	190A01106	4.59
ROGERS REBECCA		116 CRYSTAL CT	110000000000000000000000000000000000000	NC.		THE PROPERTY AND ADDRESS OF THE PARTY AND ADDR	245A336	15.29
ROWLAND JOHN J	ROWLAND TRUDY W		TROY	1000000	1000	127 HIDDEN SPRING DR	207A004	14.29
RUSHMORE LOAN MANAGEMENT SERVICES	NOW DANG TROUT W	3001 HACKBERRY ROAD	SAUSBURY	NC TEXAS	The second second	120 OAK RIDGE BUN	411 312	10.50
RYDER TRUCK RENTAL INC	ATTN PROP TAX DEPT (IRP TAGS)	PO 80X 025719	IRVING	CONTRACTOR OF THE	The Arthur State of the State o	1974 SHERWOOD ST	61200703	18.52
SAM'S CABINETS INC	ATTH FACE THE DEPT (INF THISS)	1104 STONEWYOU DR	MIAMI	FL	The second second second	PERSONAL PROPERTY	169169	497.92
SCHENK TIMOTHY W	SCHENK NANCY	175 BARGER ESTATES DR	SALISBURY	NC NC		1104 STONEWYCK DR	173554	1.20
SCHENK FIMOTHY W	SCHENK NANCY	175 BARGER ESTATES DR	SALISBURY	NE	A Charles of the authorization of the	1410 COUNTRY HILL DR 175 BARGER ESTATES DR	755 031 755 035	1,283.29
SCOGGINS BRENDA	SACHERIN CHINES	720 CENTENARY CHURCH RD	MOUNT ULLA	NC	100000	and a control of a closed or builty and the best probability and design of the control of the co	100000000	15.79
SEA WATCH ENTERPRISES LLC.	-	616 N MAIN ST	KANNAPOLIS	NC.	1000000	720 CENTENARY CHURD4 RD	576 037	18.16
SEA WATCH ENTERPRISES LLC		616 N MAIN ST	The state of the s	NC.		603 W 87H ST	149 187	9.21
SECHLER DANIEL G	SECHLER NITA B	2925 DAUGHERTY RD	KANNAPOLIS	NC.	University Control	605 W-8TH ST	149 311	9.01
SELLS DUSTIN L -MINOR	SECULER BUSE D	11310 STOKES FERRY RD	CHINA GROVE	NC NC	-	O DAUGHERTY RD	127 148	10.00
SELLS OLISTIN L -MINOR	****	11310 STOKES FEARY RD	GOLD HILL GOLD HILL	NC.	-	0 STOKES FERRY RD	513 006	1.87
SENIOR VENTURES & MANAGEMENT	ATTN TOM GATEWOOD	1285 W A ST	The state of the s	-	Name and Address of the Owner, where the Owner, which we can also	PERSONAL PROPERTY	147252	1.28
SHARONVIEW FEDERAL CREDIT UNION	ATTATION GREEN COO		KANNAPOLIS	NC.		1285 WEST A ST	169342	183.72
SHELBY PETHEL & HUDSON PA		2985 SHARONVIEW WAY. 122 N LEE STREET	INDIAN LAND	SC-	- Control of the Cont	113 AARON WAY	321F011	15.75
SHUPING REX Z		1725 E RIOGE RD	SAUSBURY	-		838 MT HOPE CHURCH RD	415.024	1.73
S/MS BILLY		7865 GEORGIA AVE	SALISBURY	NC.	CONTRACTOR AND ADDRESS OF THE PARTY.	1725 E RIDGE RD	321 239	13.25
SIPASEUT SIPASEUT	SENGKHAMPHONG SENG	2537 WYOMING DR	KANNAPOLIS KANNAPOLIS	NC.	Annual Company of the Parket Street, Square, S	786S GEORGIA AVE 2637 WYOMING DR	246AD98 248A169	9.80
SMALL RUTH P	SMALL FRANK I SR	S80 LAKE FORK RD	SALISBURY	NC NC		Programme and the second secon	604 014	2.25
SMITH JAMES ARTHUR	A TOTAL PROPERTY ON THE	825 BARRINGER RD	SALISBURY	NC.	1000000	580 LAKE FORK RD 825 BARRINGER RD	454 017	5.34
SMITH RICHARD M	SMITH JEAN M	204 WINDSOR OR	SALISBURY	NC NC	- ONLY THE AND ADDRESS OF THE ADDRES	204 WINDSON OR	325B254	4,79 28,86
STACY FRANK C	STACY CAROL ANN	5915 E CLELO RUN N	CRAVE CREEK	AZ		1054 MADRAS CT	749015	The state of the s
STANCIL LORETTA BROWN	a collect training regit	1115 MOUNTAIN ST	KANNAPOLIS	NC.	PRODUCTION AND ADDRESS.	175 ROSEBUO PL	247 180	2,705.11
STARRETTE TIFFANY		PO BOX 397	EAST SPENCER	NC NC	The second secon	418 E TORBUSH DR	026 312	5,75 4,41
STARRETTE TIFFANY		PO 80X 397	EAST SPENCER	NC.	and the behindered as the first section of	502 E TORBUSH DR	026 313	5.17
		419 E TORBUSH ES OR	The state of the s	NC.	the fraction of the factor of	419 E TORBUSH DR	029 125	5.58
STARRETTE TIFFANY			SALISBURY					

						TOTAL:	\$ 41,516.59
WRIGHT JERSY L	WRIGHT PATRICIA L	1207 S HIGHLAND AVE	LANDIS	NC	28088 1207 S HIGHLAND AV	157 113	18.65
WOODSON, SAYERS, LAWTHERM, SHORT,	PARROTT & ABRAMSON, LLP	P O BOX 829	SALISBURY	NC	28144 O CELESTIAL DR	630A077	350.40
WOODSON SAYERS LAWTHER SHORT	PARROTT & ABRAMSON LLP	PO BOX 829	SALISBURY	NC:	28144 104 SUNSET DR	356805908	9.97
WOMACK RONALD LARRY		860 ACORN OAKS DR	SALISBURY .	NC	28146-7708 860 ACORN OAKS OR	417C223	4.85
WILLOWBROOK BUILDERS INC		PO BOX 639	CHINA GROVE	NC	28023-0639 2118 HWY 152 W	173865	2.33
WILLOWBROOK BUILDERS INC		PO BOX 639	CHINA GROVE	NC	28023 375 GOODMAN RD	119 034	13.81
WILLIAMS FRED 5	WILLIAMS CATHY B	120 OLIVIA LN	SALISBURY	NC	28147 120 OLIVIA LN	754 076	11.45
WHITTAKER NANCY	WHITTAKER NANCY H	160 SETTLERS HAVEN RD	CLEVELAND	NC	27013 O SETTLERS HAVEN OR	562,008	4,45
WETMORE JEAN B		250 WETMORE RD	WOODLEAF	NC	27054-952S 9 WOODLEAF BARBER RD	254 030	2.66
WELLS NATHAN A	WELLS SARAH W	190 WOODRIDGE DR	MODRESVILLE	NC	28115 O DEAL RO	237 092	3.21
WELLS JOYCE C	The state of the s	1395 FAMILY CIR	ROCKWELL	NC	28138 1175 FAMILY CIR	635 008	2.20
WATTS BP FOOD MART & GRILL INC	(THE GRILL EQUIP)	7350 UNITY CHURCH RD	KANNAPOLIS	NC	28081-8553 7350 UNITY CHURCH RO	170548	2.11
WARREN CHER	GANDY BRIAN	240 N JEFFERSON AVE	CIMARRON	NM	87714-9735 PERSONAL PROPERTY	158805	31.04
WALTERJESSICA	WALTER ANGELA VANDERBURG	1690 NC HWY 152 W	CHINA GROVE	NO	28023 108 PINE CT	235 145	7.15
WALKER RUBY D	WALKER PETER	1412 WALKER ST	SALISBURY	NC	28144 1412 WALKER ST	005 055	42.96
VANDERBURG THOMAS LERDY		703 YOST RD	SALISBURY	NC	28146 203 YOST HO	415 094	3.15
VALENZUELA YVONNE BENHAM		17306 SO3TTS FACTORY RD	SMITHFIELD	VA.	23430 165 MIRACLE DR	629A120	1.58
VALENZUELA YVONNE BENHAM		1730S SCOTTS FACTORY RD	SMITHFIELD	VA.	23430 O MIRACLE DR	629AD42	1.43
US DEPT OF THE TREASURY	BUREAU OF THE FISCAL SVC	PO 8OX 51820	PHILADELPHIA	PA	19115-6320 340 FREEDOM DR	451A214	1,023.30
US ATM CHARLOTTE LLC	% MERIT ADVISORS	5301 ALPHA ROAD #80-127	DALLAS	TX	75240 VARIOUS	182429	2.20
UNION LUTHERAN CHURCH		4770 BRINGLE FERRY RD	SALISBURY	NC	28146 G WALTON RD	608 019	21.19
TREXLER JOHN ALBERT IR	2 1/23/10/20 20/20/01	12390 HIGHWAY 52	GOLD HILL	NC	28071-9603 O ST PETERS CHURCH RD	368 008	5.28
TJ'S TAXLING	DBA A & S TAXI	8254 SMITH RD	KANNAPOLIS	NC	28081-8532 901 WOODLAWN 5T	151 455	12.42
TIMIOS INC		5716 CORSA AVENUE SUITE 102	WESTLAKE VILLAGE	CA	91362 164 OWENS DR	359 115	1,157.77
THOMPSON MONICA B		885 BARNHARDT RD	CHINA GROVE	NC	28023-8704 PERSONAL PROPERTY	155160	178.91
THOMPSON MABEL M		508 CAROLINA AVE	ROCKWELL	NC	28138 508 CAROLINA AVE	362 080	4.55
THE KANIA LAW FIRM P.A.		8Z PATTON AVE SUITE 500	ASHEVILLE	NC	28801 514 N MAIN 5T	011 136	24.31
THE KANIA LAW FIRM #22169		H2 PATTON AVE SUITE 500	ASHEVILLE	NC	28801 0 N ARLINGTON ST	059 133	750.00

Tonya Parnell

# SEPTEMBER 2022 TAX REFUNDS

Final Audit Report 2022-10-07

Created: 2022-10-06

By: Casey Robinson (casey.robinson@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAIEsXTdh8kfOkQTklDAZNi6pYPUU0at5p

# "SEPTEMBER 2022 TAX REFUNDS" History

Document created by Casey Robinson (casey.robinson@rowancountync.gov) 2022-10-06 - 5:48:55 PM GMT- IP address: 24.123.188.14

Document emailed to Tonya Parnell (tonya.parnell@rowancountync.gov) for signature 2022-10-06 - 5:49:46 PM GMT

Email viewed by Tonya Parnell (tonya.parnell@rowancountync.gov) 2022-10-07 - 2:51:21 PM GMT- IP address: 104.47.56.254

Document e-signed by Tonya Parnell (tonya.parnell@rowancountync.gov)

Signature Date: 2022-10-07 - 2:51:48 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed. 2022-10-07 - 2:51:48 PM GMT



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

#### **MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director

**DATE:** 10/17/2022

**SUBJECT:** Titan Aviation Fuel

Rowan County received proposals for an aviation fuel provider for Mid-Carolina Regional Airport. Four bid responses were received. After careful evaluation, completion of scoring and further negotiation Titan Aviation was selected, and contracts developed for the lease of fueling trucks and aviation fuel delivery.

The fueling truck lease is a three-year agreement between Rowan County and Titan Aviation Fuels, effective for a primary term of 3 years beginning on the 1st day of November 2022, and for two (2) additional three (3) year terms thereafter. Rental fees have been waived for a period of 24 months, after which the rental fee is \$1,200 a month for the Jet Truck and \$700 a month for the Avgas Truck.

The Fuel Contract is for the resale of Aviation Fuels. The cost of fuel is based on the price posted and displayed at the time of delivery.

Attached are the summary scoring sheet, Titians Response, the lease agreement for fueling trucks and the contract for fuel delivery.

Recommendation: Board of Commissioners to award the bid to Titian Aviation Fuels and authorize the County Manager to approve both the lease and the contract with Titian Aviation Fuels.

#### **ATTACHMENTS**:

Description	Upload Date	Туре
Fuel Lease	10/7/2022	Cover Memo
Fuel Contract	10/7/2022	Cover Memo
Score Sheet	10/7/2022	Cover Memo

#### STATE OF NORTH CAROLINA

#### **COUNTY OF ROWAN**

#### **LEASE AGREEMENT**

THIS AGREEMENT, made and entered into this the 1st day of November, 2022, by and between TITAN AVIATION FUELS, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and Mid Carolina Regional Airport (Rowan County), hereinafter referred to as "Lessee":

#### **WITNESSETH**

Lessor agrees to deliver and lease to Lessee for Lessee's use at the Mid Carolina Regional Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

YEAR MAKE MODEL JET TRUCK with VIN YEAR MAKE MODEL AVGAS TRUCK with VIN

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

- 1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of \$1200 per month for Jet Truck and \$700 per month for Avgas Truck, plus applicable sales and use tax, to commence as of the 1st day of November, 2022. Truck rent on both Jet and AVGAS trucks will be waived for a period of 24 months once the new trucks are delivered. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.
- 2. This agreement shall remain in effect for a primary term of 3 years beginning on the 1st day of November, 2022, and for two (2) additional three (3) year terms thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least ninety (90) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement.
- **3.** Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at Mid-Carolina Regional Airport, for handling the aviation fuels

supplied by Titan Aviation Fuels.

- **4.** Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.
- 5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment; and Lessee agrees to release, indemnify and hold the Lessor and the owner of said refueling equipment harmless from and against any and all claims, liabilities, losses, obligations and causes of action for injury or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of such refueling equipment, including, but not limited to loss or damage to the refueling equipment, whether or not any of same shall result in whole or in part from the negligence of Lessee or those acting under it. SAID REFUELING EQUIPMENT IS LEASED "AS IS" WITHOUT WARRANTY AS TO MERCHANTABILITY, TITLE, CONDITION, OR FITNESS FOR ANY PURPOSE. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.
- **6.** It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.
- **7.** Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.
- **8.** Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.
- **9.** This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.
- **10**. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to avoid any insurance covering the same; or as a public or private livery; or permit the vehicle to become subject to any lien, charge or encumbrances.
  - **11**. The Lessee is responsible for:

- **A.** Daily Quality control inspections on the fueling equipment.
- **B.** Furnishing all fuel for refueling equipment.
- **C.** Checking and maintaining sufficient supply of lubricating oil in crankcase.
  - **D**. Test and charge battery as necessary.
  - **E.** Maintaining proper air pressure in tires.
  - **F.** Keeping all fire extinguishers fully charged and in good working order.
  - **G**. Pay for meter calibration, if any required.
- **H**. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.
  - I. Furnish any ladders desired by Lessee.
- **J.** Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.
- **K.** Wash and clean refueling equipment as necessary to maintain good appearance.
- L. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

#### **12**. The Lessor is responsible for:

- **A.** Total Maintenance Plan- All Maintenance cost of the fueling equipment is the responsibility of the Lessor. This includes hoses, nozzles, parts, oil/filter changes, brakes. chassis, engine, transmission etc.
- 13. Lessee agrees to release, defend, indemnify, and hold Lessor harmless from and against any and all claims, liabilities, or loss expense (including attorney fees), obligation and causes for action for injury to or death of any and all persons or for damage to or destruction of any and all property arising out of, or resulting from the use, maintenance and operation of the vehicle.
- 14. <u>ATTORNEY AND/OR COLLECTION FEES</u>: In the event of default by the Lessee, Lessee agrees to pay Lessor a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Lessee agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this agreement.\
- 15. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture. Lessee shall indemnify and hold the Lessor harmless against any

and all claims for damages or injury to any personal property sustained in the operation, use and maintenance of the said vehicle as a result of any willful, intentional, or negligent acts or conduct of Lessee, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

### **TITAN AVIATION FUELS**

By:		
	Robert L. Stallings, IV	
	President	
WITNESS:		
	MID-CAROLINA REGIONAL AIRPORT (ROWAN COUNTY	()
Ву:		
WITNESS:		

#### **STATE OF NORTH CAROLINA**

#### **COUNTY OF ROWAN**

#### **AVIATION FUELS CONTRACT**

THIS AGREEMENT, entered into this <u>first</u> day of <u>November</u>, <u>2022</u>, by and between EASTERN AVIATION FUELS, INC. dba TITAN AVIATION FUELS of New Bern, North Carolina, hereinafter called "Seller" and <u>Mid Carolina Regional Airport (Rowan County)</u> hereinafter called "Buyer" as follows:

- **1.** <u>AGREEMENT</u>: Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the <u>Mid Carolina Regional Airport</u>, at or near <u>Salisbury</u>, <u>North Carolina</u>.
- 2. TERM: This contract shall remain in force for a period of Three (3) years ("Initial Term") beginning on the1st day of November, 2022 and will automatically extend for 2 successive terms of three (3) year each (each, a "Renewal Term", and together with the Initial Term, the "Term") unless written notice is given to the other Party of a Party's intent to not extend at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, or unless the Agreement is otherwise earlier terminated as permitted herein.
- 3. <u>DELIVERIES</u>: The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by TITAN AVIATION FUELS and deliveries to Buyer hereunder shall be by tank truck or pipeline at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.
- **4. PRICING**: Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A Seller's posted dealer price\*

AVIATION GASOLINE 100LL Seller's posted dealer price\*

\*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

The prices for fuel are exclusive of airport fees, freight or any applicable taxes. Jet A differential and freight may be adjusted for any third party increase beyond Seller's control. Any changes are subject to review and approval by Buyer.

**5.** <u>PAYMENTS</u>: If Seller shall extend credit to Buyer, Buyer shall pay Seller sums due under this Agreement net thirty (30) days from delivery date via check or Electronic Funds Transfer.

- a. Seller extends these payment terms and a line of credit based upon the last review of Buyer's current financial condition. With prior written notice to Buyer, Seller may change the payment terms or line of credit if there is a material change in Buyer's financial status as determined by Seller.
- b. Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery.
- c. If Buyer fails to comply with payment requirements, Seller may suspend deliveries until Buyer pays all sums due hereunder or terminate this agreement forthwith. The suspension or termination of this agreement because of failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.
- d. If Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.
- e. It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.
- 6. <u>ATTORNEY AND/OR COLLECTION FEES</u>: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.
- 7. <u>TAXES, FEES, AND AIRPORT CHARGES</u>: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.
- 8. <u>FAILURE TO PERFORM</u>: If Seller should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels at Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.
- 9. <u>CONDITIONS</u>: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do. Seller shall indemnify and hold Buyer harmless from claims directly caused by the quality or performance of fuels furnished Buyer.
- 10. <u>TRADEMARKS:</u> Seller grants to Buyer a nonexclusive, non-transferable right to use Seller's brand and/or licensed trademarks owned or licensed by Seller in connection with the sale of Aviation Fuel at Buyer FBO. Buyer shall have the right to display

the brand names, but only for the purpose of properly identifying and advertising the branded products handled by Buyer and in a manner and in the forms satisfactory to Seller in Seller's sole judgment. Buyer shall not sell products other than the branded products under the brand names. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

#### 11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

- (a) <u>Product Handling</u> Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.
- (b) Environmental Compliance Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.
- 12. <u>INSURANCE TO BE MAINTAINED BY BUYER:</u> Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded FBO:
- (a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of one million dollars (\$1,000,000) without restrictive per person sub-limits for bodily injury and/or property damage.
- (b) Name Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels, as an additional insured party with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sublimits for bodily injury Buyer will be permitted to be a branded FBO but will not be eligible for the \$50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program but will be required to maintain insurance meeting the above criteria to be a branded FBO.

13. <u>CHARGE / CREDIT CARD PROGRAM</u>: Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Titan Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and

instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3<sup>rd</sup> party software vendors designated and approved by Seller.

- 14. <u>CONTRACT FUEL PROGRAM</u>: Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that intowing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.
- **15. NOTICES:** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

**SELLER**: TITAN AVIATION FUELS

Post Office Box 12327

New Bern, North Carolina 28561

**BUYER:** Mid-Carolina Regional Airport

3670 Airport Loop

Salisbury, North Carolina 28147

Non-Appropriation Clause. 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.

#### 17. INCENTIVES:

- New 3000 Gallon Jet truck rental with Digital TCS Meters and LED Displays with wireless capability.
- New 1000 Gallon Avgas truck rental with Digital TCS Meter and LED display with wireless capability.
  - Software subscription fees may apply for refuelers.
- No Charge Rent on Refuelers for 24 months.
  - Rent to own option available with full contract extension.
- Complete Maintenance Package included at no charge on refuelers for 48 months.
- New Fuel Master Self-Serve Terminal unit only included at no cost.
  - Titan will handle all installation and setup and invoice the FBO for this service when complete.
- Annual Fuel Farm Filter Change at no cost to the FBO for term of contract.
- Provide all necessary regulatory-type labeling and placards including replacements during the contract term.
- Complimentary admissions for two people to NBAA-BACE and NBAA-S&D annually.
- Add Self Service Signage at no cost to the FBO.

16. <u>MERGER</u>: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the	e day of _	, 20
		EASTERN AVIATION FUELS, INC dba TITAN AVIATION FUELS
	Ву:_	Robert L. Stallings, IV, President
WITNESS:		
		Mid-Carolina Regional Airport (Rowan County)
	Ву:	
WITNESS:		

			Criteria						
	Max		25% Service and	25% Equipment	25% Software Upgrades, Tech Support and	Total Possible			
Bidders	Points	25% Cost	Reliablity	Included	Compatibility	Score (20)	Notes/Comments		
Avfuel	5								
Campbell	5								
Epic	5								
Titan	5								
						0			
						0			

			Criteria					
	Max		25% Service and	25% Equipment	25% Software Upgrades, Tech Support and	Total Possible		
Bidders	Points	25% Cost	Reliablity	Included	Compatibility	Score (20)	Notes/Comments	
Avfuel	5					0		
Campbell	5					0		
Epic	5					0		
Titan	5					0		
	5					0		
	5					0		

			Criteria						
	Max		25% Service and	25% Equipment	25% Software Upgrades, Tech Support and	Total Possible			
Bidders	Points	25% Cost	Reliablity	Included	Compatibility	Score (20)	Notes/Comments		
Avfuel	5	5	3	2	2	12	No self service upgrades		
Campbell	5	2	3	1	2	8	No fuel pricing flexibility		
Epic	5	2	2	3	2		Needs a 2 week buffer for ordering Avgas		
Titan	5	5	5	4	4	18	Current provider, new self serve, very good scheduling fuel		
	5					0			
	5					0			

Reviewer:

Tanya Logan

			Criteria					
	Max		25% Service and	25% Equipment	25% Software Upgrades, Tech Support and	Total Possible		
Bidders	Points	25% Cost	Reliablity	Included	Compatibility	Score (20)	Notes/Comments	
Avfuel	5					0		
Campbell	5					0		
Epic	5					0		
Titan	5					0		
	5					0		
	5					0		

			Criteria					
	Max		25% Service and	25% Equipment	25% Software Upgrades, Tech Support and	Total Possible		
Bidders	Points	25% Cost	Reliablity	Included	Compatibility	Score (20)	Notes/Comments	
Avfuel	5					0		
Campbell	5					0		
Epic	5					0		
Titan	5					0		
	5					0		
	5					0		

Bidders	Max Points	25% Cost	25% Service and Reliablity
Avfuel	5		
Campbell	5		
Epic	5		
Titan	5		
	5		
	5		

	Criteria							
25% Equipment Included	25% Software Upgrades, Tech Support and Compatibility	Total Possible Score (20)	Notes/Comments					
		0						
		0						
		0						
		0						
		0						
		0						

## ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

#### **MEMO TO COMMISSIONERS:**

FROM: Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director

**DATE:** 10/17/2022

**SUBJECT:** Airport Parking Lot Change Order #2

Mid-Carolina Airport awarded a contract to JT Russell & Sons for the construction of a parking lot near the hangar leased by Retail Business Services (Food Lion). The bids were opened June 29, 2022. The original contract was for \$78,7450. Change order #1, for \$11,849.25 was approved towards the end of the project for additional dirt and asphalt, along with a drain extension. This brought the total cost to \$90,299.25. With the recent rain the need for supplementary erosion control was discovered and a second change order needs to be approved. This change order is for \$3,000, bringing the total cost to \$93,299.25.

Attached is the change order from JT Russell & Sons.

Board of Commissioners to authorize the County Manager to approve a second change order with JT Russell & Sons for \$3,000 for the airport parking lot bringing the total cost not to exceed \$93,299.25.

#### ATTACHMENTS:

DescriptionUpload DateTypeJ.T. Russell Quote10/7/2022Cover Memo



221 Snuggs Street Phone: (704) 982-2225 Albemarle, NC 28001 Fax: (704) 986-2270

www.jtrussellandsons.com

NC License # 2767

То:	Rowan County Airport	Contact:	
Address:	3670 Airport Loop Rd	Phone:	
	Salisbury, NC 28147	Fax:	
Project Name:	Rowan County Parking Lot Construction Change Order 2	Bid Number: 202	22-037
Project Location:		Bid Date: 6/2	29/2022

Item #	Item Description	Estimated Quantity Unit	Unit Price	Total Price
100	MATTING FOR EROSION CONTROL	600.00 SY	\$5.00	\$3,000.00

Total Bid Price: \$3,000.00

#### **Payment Terms:**

Payment due within 7 days after payment is made by Owner.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	JT Russell - Albemarle
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Greg Tucker
	(704) 982-2225 gtucker@jtrussellandsons.com

10/5/2022 7:56:01 AM Page 1 of 1

## ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

#### **MEMO TO COMMISSIONERS:**

FROM: Valerie Steele, Airport & Transit Director

**DATE:** 10/7/2022

**SUBJECT:** RTS Subrecipient Title VI Program Plan

RTS is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). RTS establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, "Nondiscrimination Assurance." This document details the nondiscrimination program, policies, and practices administered by RTS, and will be updated periodically to incorporate changes and additional responsibilities as they are made.

This document was completed using the template provided by FTA/NCDOT.

Once approved and signed the plan will be submitted before the deadline of November 1, 2022.

Approve the RTS Subrecipient Title VI Program Plan for signatures and implementation.

#### **ATTACHMENTS:**

Description	Upload Date	Type
RTS Subrecipient Title VI Program Plan	10/7/2022	Exhibit

# Subrecipient Title VI Program Plan





Be an original.™

## TITLE VI PLAN REVIEW AND ADOPTION

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#### TITLE VI NONDISCRIMINATION AGREEMENT

#### **BETWEEN**

## THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

#### **AND**

#### THE ROWAN TRANSIT SYTEM

In accordance with DOT Order 1050.2A, the Rowan Transit System (RTS) assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race**, **color**, **national origin**, **sex**, **creed**, **age**, **or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by RTS.

Further, RTS hereby agrees to:

- Designate a Title VI Coordinator that has a responsible position within the organization and easy access to both the County Manager and Assistant County Manager/Director of Human Resources for Rowan County.
- 2. Issue a policy statement, signed by the BOC of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the public and published where appropriate in languages other than English. The policy statement will be updated annually and resigned.
- 3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
- 4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
- 5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
- 6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees.
- 7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
- 8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

**THIS AGREEMENT** is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Authorized Signature	
Date	
	Greg Edds
	Chairmar

#### 1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

RTS is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). RTS establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, "Nondiscrimination Assurance." This document details the nondiscrimination program, policies, and practices administered by RTS, and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

#### 2.0 DESCRIPTION OF PROGRAMS AND SERVICES

#### 2.1 PROGRAM(S) AND SERVICES ADMINISTERED

RTS is a small rural system providing non-emergency life-sustaining public transportation options to citizens within Rowan County, North Carolina.

RTS operates demand response transit service on a reservation basis with daily routes are designed to serve multiple passengers at a time with continuous travel to various locations throughout the County. Reservations are accepted on a first-come, first-served basis. Operating hours are Monday through Friday, 5:30 AM to 5:30 PM, excluding holidays. When a holiday falls on a weekend during the Calendar year it may be adjusted by the County to be observed on the Friday before or Monday after.

New Years Day
Martin Luther King, Jr.'s Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day (including the Friday after)
Christmas Day (including the day before and day after)

Note: The Rowan County Holiday Schedule is updated annually and posted publicly. (see Appendix B – Rowan County Holiday Schedules).

RTS provides **Medicaid Transportation.** The Medicaid Transportation program is administered by the Rowan County Department of Social Services.

RTS does not offer any fixed routes.

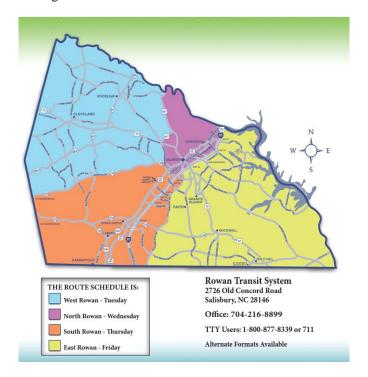
RTS provides transportation for:

**Therapeutic Recreation** is a special division within the Parks and Recreation department to ensure the availability of recreation programs for individuals with disabilities. The programs offered have an emphasis on socialization, inclusion and development of recreation/leisure skills that carry over to the home and community.

**Trinity Living Center** provides a community-based adult day service designed to meet the needs of frail elderly and functionally and/or cognitively impaired adults. Opportunities for socialization and access to healthcare are provided in a safe environment.

**Rowan Vocational Opportunities** is a non-profit rehabilitation facility with the purpose of providing work adjustment, vocational training and long term or transitory employment and life skills for people with intellectual or developmental disabilities.

Rowan Individual Transportation Assistance (RITA) is available for transportation to medical appointments one (1) day per week for each area of the county. By having designated days, RTS can operate more efficiently to help as many passengers as possible on the same day. The fare is \$2.00 per a trip for all riders except those eligible for certain grant funded programs or Medicaid. Riders must be signed up to schedule trips. Trips must be scheduled three operating days in advance and the approximate pick up and drop off times provided when booking.



#### 2.2 FUNDING SOURCES / TABLES

For federally assisted programs, "federal assistance" shall include:

- 1. Grants and loans of Federal funds;
- 2. The grant or donation of Federal property and interest in property;
- 3. The detail of Federal personnel;
- 4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
- 5. Any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system in FY2023, and whether the funds were received through NCDOT or directly from FTA, is checked below.

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5307 (Urbanized Area Formula)			
<b>5310</b> (Transportation for Elderly Persons and Persons with Disabilities)			Annually. Enhanced Mobility of Seniors and Individuals with Disabilities Program will provide rural operating funds in support of increased demands for Dialysis transportation and continued service to Rowan Vocational Opportunities and Trinity Living Center.
<b>5311</b> (Formula Grants for Other than Urbanized Areas)			Annually. Community Transportation Program (CTP) secures grant support for administrative costs, provides salary support for three positions (director, manager, safety and training officer), travel, communications, utilities, advertising, secured parking lot rent and office expenses.
5311 (b)(3) (Rural Transit Assistance)			
Other:			

#### 2.3 DECISION-MAKING PROCESS

<b>Board or Committee Name</b>	Appointed	Elected	# of Members
Transit Advisory Committee	$\boxtimes$		9
Board of Commissioners		$\boxtimes$	5

#### 2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for RTS, and is empowered with enough authority and responsibility to implement the Title VI Nondiscrimination Program:

Name: Valerie Steele

Official Title: Airport & Transit Director

Address: 2726 Old Concord Road, Salisbury, NC 28146

Phone: 704-216-7753

Email: valerie.steele@rowancountync.gov

#### Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirement
- Attending civil rights training when offered by NCDOT or any other regulatory agency
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan
- Training internal staff and officials on their Title VI nondiscrimination obligations
- Disseminating Title VI information internally and to the general public, including in languages other than English
- Presenting Title VI-related information to decision-making bodies for input and approval
- Ensuring Title VI-related posters are prominently and publicly displayed
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income and other underserved groups are included and not discriminated against
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints

- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements

#### 2.5 CHANGE OF TITLE VI COORDINATOR

If Title VI Coordinator or Transit Director changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement (and nondiscrimination agreement, if standalone) will be signed by the new Transit Director and/or Board of Commissioners as necessary.

#### 2.6 ORGANIZATIONAL CHART

RTS currently employs full-time staff (the number of part-time support positions fluctuates) which consist of the following job categories:

- Transit Director
- Operations Manager
- Accounting Specialist II

- Transit Safety and Training Officer
- Dispatchers
- Drivers

An organizational chart showing the Title VI Coordinator's place within the organization is in **Appendix C**.

#### 2.7 Subrecipients

RTS does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

#### 3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of RTS, as a federal-aid recipient, to ensure that no person shall, on the ground of race, color, national origin, sex, creed (religion), age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Valerie Steele, Airport and Transit Director
Date

#### **Title VI and Related Authorities**

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of "programs and activities" to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, "Nondiscrimination in Federally-assisted Programs of the Department of Transportation–Effectuation of Title VI of the Civil Rights Act"; 49 U.S.C. 5332, "Nondiscrimination (Public Transportation)"; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, "Actions to Address Environmental Justice in Minority Populations and Low-Income Populations"; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

- This statement will be signed by the Transit Director of RTS and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, in meeting rooms, inside vehicles, and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

#### 4.0 NOTICE OF NONDISCRIMINATION

- > RTS operates its programs and services without regard to race, color, national origin, sex, creed (religion), age, and disability in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint.
- For more information on the RTS civil rights program, and the procedures to file a complaint, contact us by calling 704-216-7753, (TTY 800-877-8339); email the Rowan Transit Title IV Coordinator at valerie.steele@rowancountync.gov; or visit our administrative office at 2726 Old Concord Road, Salisbury, NC 28146. For more information, visit https://www.rowancountync.gov
- ➤ If information is needed in another language, contact 704-216-8899.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices and on our vehicles.
- Ads in newspapers and other publications shall include the following: "RTS operates without regard to race, color, national origin, sex, creed (religion), age or disability. For more information on the RTS Title VI program or how to file a discrimination complaint, please contact 704-216-8899; valerie.steele@rowancountync.gov."
- The statement will be posted or provided in languages other than English, when appropriate.

## 5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. RTS will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Annual Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

#### **Annual Education and Acknowledgement Form**

#### **Title VI Nondiscrimination Policy**

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of RTS are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct them to the Transit Director/ Title VI Coordinator.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

#### Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of the RTS Title VI Pro	ogram and other nondiscrimination guidelines.
I have read the Title VI Program and I am committee	ed to ensuring that no person is excluded from
participation in or denied the benefits of RTS's pro	grams, policies, services and activities on the
basis of race, color, national origin, sex, age, creed (	religion), or disability, as provided by Title VI
of the Civil Rights Act of 1964 and related nondiscri	imination statutes.
Signature	Date

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties, accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

#### 6.0 CONTRACT ADMINISTRATION

RTS ensures contractors fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. RTS and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any projects.

#### 6.1 CONTRACT LANGUAGE

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
- (1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance

- with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - (a) withholding payments to the contractor under the contract until the contractor complies; and/or
  - (b) cancelling, terminating, or suspending a contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the

following nondiscrimination statutes and authorities; including but not limited to:

#### Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation

- systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

\*The Contractor has read and is familiar with the terms above:

**Contractor's Initials** 

Date

- The nondiscrimination language above (with initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review existing contracts to ensure the language has been added.

#### 6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

RTS, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

- The nondiscrimination language above will be included in all solicitations for bids for work or material
  and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and
  do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

#### 7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by RTS to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to RTS programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

#### FILING OF COMPLAINTS

- **1. Applicability** These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
- 2. Eligibility Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
- **3.** Time Limits and Filing Options A complaint must be filed no later than 180 calendar days after the following:
  - ➤ The date of the alleged act of discrimination; or
  - The date when the person(s) became aware of the alleged discrimination; or
  - ➤ Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- ➤ Rowan Transit System, Administrative Office, 2726 Old Concord Road, Salisbury, NC 28146
- North Carolina Department of Transportation, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453
- ➤ **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
  - **Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5<sup>th</sup> Floor TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
- ➤ **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
- **4. Format for Complaints** Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
- **5. Discrimination Complaint Form** The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, "Nondiscrimination Assurance."
- **6.** Complaint Basis Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
g			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived	Blind, alcoholic, para- amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

#### **Complaint Processing**

- 1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
- 2. We will consult with the NCDOT Title VI Program to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT will investigate, the Title VI Program will be responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).
- 3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
- 4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.
- 5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
- 6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

#### **Complaint Log**

- 1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a **Case Number.** (Note: All complaints must be logged).
- 2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
- 3. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FFY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.
- 4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

# ROWAN TRANIST SYSTEM DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with RTS, within 180 days after the discrimination occurred.							
Last Name:		First	Name:		☐ Male ☐ Female		
Mailing Address:			City	State	ZIP		
Home Telephone:	Work Telephone:	E-r	nail Address				
Identify the Category of Discrimination:							
☐ RACE ☐ COLOR	R NATIO	NAL	ORIGIN	SEX			
☐ CREED (RELIGION) ☐ DISAB	ILITY LIMITE	ED E	NGLISH PROFICIEN	CY A	GE		
*NOTE: Title VI bases are race, color, FTA Certifications & Assurances.	national origin. All other b	ases	are found in the "Nona	liscrimination	Assurance" of the		
Identify the Race of the Complainant							
☐ Black ☐ White	His	panio	□ Asi	an American			
American Indian Alaskar	American Indian Alaskan Native Pacific Islander Other						
Date and place of alleged discriminator discrimination.	ry action(s). Please include 6	earlie	est date of discriminatio	n and most re	cent date of		
Names of individuals responsible for the	ne discriminatory action(s):						
How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).							
secure rights protected by these laws. I	The law prohibits intimidation or <b>retaliation</b> against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.						

	(witnesses, fellow employees, supervisors, or others) your complaint: (Attached additional page(s), if necess		
<u>Name</u>	Address	<b>Telephone</b>	
1			
2		<del></del>	
3			
4.			
		d with any of the following? If yes, please provide the	;
	☐ NC Department of Transportation		
	Federal Transit Administration		
	US Department of Transportation		
	US Department of Justice		
	Federal or State Court		
	Other		
Have you discusse	d the complaint with any RTS representative? If yes,	provide the name, position, and date of discussion.	
Please provide any	additional information that you believe would assist	with an investigation.	
Briefly explain wh	at remedy, or action, are you seeking for the alleged	discrimination.	
**WE CANNOT	T ACCEPT AN UNSIGNED COMPLAINT. PLEA BELOW.	ASE SIGN AND DATE THE COMPLAINT FORM	<b>√I</b>
COMPLAINANT	S'S SIGNATURE	DATE	

# MAIL COMPLAINT FORM TO: Rowan Transit System 2726 Old Concord Road, Salisbury, NC 28146 704-216-8889 valerie.steele@rowancountync.gov FOR OFFICE USE ONLY Date Complaint Received: \_\_\_\_\_\_ Processed by: \_\_\_\_\_\_ Case #: \_\_\_\_\_\_ Referred to: \_\_\_\_\_\_ NCDOT \_\_FTA \_\_Date Referred:\_\_\_\_\_\_\_

#### DISCRIMINATION COMPLAINTS LOG

#### Log Year(s):

**Print Name and Title of Authorized Official** 

CASE NO.	COMPLAINANT NAME	RACE/ GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION
lo Cor	mplaints or La	wsnits 🗆				•		1	•
10 001		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,							
							wsuits alleging discrimi		
scrimii	nation, have bee	n filed wi	ith or against t	he <b>Rowar</b>	nt Transit	System sine	ce the previous Title VI	Program submiss	sion to NCDOT.
Signati	ure of Title VI	Coording	ton on Othon	Authoriz	od Official		Date		
Jigilau	are of Title VI	Coorailla	nor or Omer	Auuloriz	eu Onncia		Date		

#### INVESTIGATIVE GUIDANCE

- **A. Scope of Investigation** An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- **B.** Developing an Investigative Plan It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
  - 1. Complainant(s) Name and Address (Attorney name and address if applicable)
  - 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
  - 3. Applicable Law(s)
  - 4. Basis/(es)
  - 5. Allegation(s)/Issue(s)
  - 6. Background
  - 7. Name of Persons to be interviewed
    - a. Questions for the complainant(s)
    - b. Questions for the respondent(s)
    - c. Questions for witness(es)
  - 8. Evidence to be obtained during the investigation
    - a. Issue e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
      - Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
- **C.** Request for Information The investigator should gather data and information pertinent to the issues raised in the complaint.
- **D.** Interviews Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- **E. Developing an Investigative Report** The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

#### **Sample Investigative Report**

- **II. RESPONDENT(S)** (or attorney for the respondent(s) name and address if applicable) Name, Address, Phone: ###-#####
- III. APPLICABLE LAW/REGULATION
- IV. COMPLAINT BASIS/(ES)
- V. ALLEGATIONS
- VI. BACKGROUND
- VII. INVESTIGATIVE PROCEDURE
- VIII. ISSUES / FINDINGS OF FACT
  - IX. CONCLUSION
  - X. RECOMMENDED ACTIONS

**APPENDIX** 

#### 8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

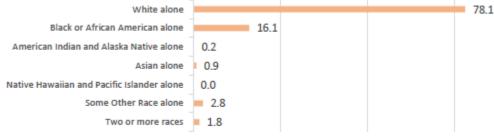
#### 8.1 Race and Ethnicity Age and Sex:

The following table was completed using data from US Census 2020 Race and Hispanic or Latino Origin BO2001/BO3003

Race and Ethnicity Age and Sex	Number	Percent
Total Population	140,978	100
White	107,430	76.20
Black or African American	22,737	16.12
American Indian or Alaska Native	802	0.57
Asian	1,431	1.0
Native Hawaiian and Other Pacific Islander	16	0.011
Some other Race	4,079	2.89
Two or More Races	4,483	3.18
HISPANIC OR LATINO (of any race)	12,736	9.03

#### Graph from census.nc.gov







#### 8.2 Age and Sex:

The following table was completed using data from US Census 2020 ACS Demographic and Housing estimates DP05

Label	Estimate	Margin of Error	Percent	Percent Margin of Error
SEX AND AGE				
Total population	140,978	****	140,978	(X)
Male	69,673	±139	49.4%	±0.1
Female	71,305	±139	50.6%	±0.1
Sex ratio (males				
per 100 females)	97.7	±0.4	(X)	(X)
Under 5 years	8,016	±67	5.7%	±0.1
5 to 9 years	8,933	±634	6.3%	±0.4
10 to 14 years	8,775	±628	6.2%	±0.4
15 to 19 years	9,379	±206	6.7%	±0.1
20 to 24 years	8,447	±219	6.0%	±0.2
25 to 34 years	17,565	±133	12.5%	±0.1
35 to 44 years	16,361	±79	11.6%	±0.1
45 to 54 years	19,231	±156	13.6%	±0.1
55 to 59 years	10,335	±567	7.3%	±0.4
60 to 64 years	9,283	±549	6.6%	±0.4
65 to 74 years	14,547	±141	10.3%	±0.1
75 to 84 years	7,310	±416	5.2%	±0.3
85 years and over	2,796	±402	2.0%	±0.3
Median age	40.3	±0.4	(X)	(X)
Under 18 years	31,420	****	22.3%	****
16 years and over	113,431	±305	80.5%	±0.2
18 years and over	109,558	****	77.7%	****
21 years and over	104,077	±321	73.8%	±0.2
62 years and over	30,053	±607	21.3%	±0.4
65 years and over	24,653	±181	17.5%	±0.1
18 years and over	109,558	****	109,558	(X)
Male	53,496	±114	48.8%	±0.1
Female	56,062	±114	51.2%	±0.1
Sex ratio (males				
per 100 females)	95.4	±0.4	(X)	(X)
65 years and over	24,653	±181	24,653	(X)
Male	11,135	±173	45.2%	±0.4
Female	13,518	±49	54.8%	±0.4
Sex ratio (males per 100 females)	82.4	±1.3	(X)	(X)

#### **8.3 Disability Characteristics:**

The following table was completed using data from US Census 2020 Disability Characteristics S1810

The disabled Population in Rowan County is 16.2%

The disabled I optilation in Rowali Co	То		With a Disability		Percent Disal	
Subject	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	138,750	±255	22,426	±1,127	16.2%	±0.8
Population under 5 years	8,015	±67	0	±31	0.0%	±0.5
Population 5 to 17 years	23,310	±73	1,560	±286	6.7%	±1.2
Population 18 to 64 years	29,390	±177	3,051	±563	10.4%	±1.9
Population 65 years and over	54,359	±268	8,749	±785	16.1%	±1.4
SEX						
Male	67,962	±309	10,731	±786	15.8%	±1.2
Female	70,788	±184	11,695	±797	16.5%	±1.1
RACE AND HISPANIC OR LATINO ORIGIN						
White	106,127	±978	17,794	±1,062	16.8%	±1.0
Black or African American	22,159	±533	3,384	±377	15.3%	±1.7
American Indian and Alaska Native	771	±314	106	±54	13.7%	±6.8
Asian	1,414	±196	54	±50	3.8%	±3.6
Native American and Other Pacific Islander	5	±10	5	±10	100.0%	±100.0
Some other Race	4,009	±821	283	±157	7.1%	±3.9
Two or more races	4,265	±803	800	±276	18.8%	±6.7
Hispanic or Latino	99,842	±205	17,449	±1,038	17.5%	±1.0

#### 8.4 Poverty:

The following table was completed using data from US Census 2020 Disability Characteristics S1810

Poverty, for all People in Rowan County is 16.2%

	То	tal	al Below poverty level		Percent povert	
		Margin of Error		Margin of Error		Margin of Error
Subject	Estimate	+/-	Estimate	+/-	Estimate	+/-
Population for whom poverty status is determined	136,894	±466	22,210	±2,390	16.2%	±1.7
AGE						
Under 18	31,038	±170	7,828	±1,091	25.2%	±3.5
18 to 64	82,180	±383	12,350	±1,407	15.0%	±1.7
65 years and over	23,676	±255	2,032	±363	8.6%	±1.5
SEX						
Male	66,921	±423	10,279	±1,135	15.4%	±1.7
Female	69,973	±252	11,931	±1,590	17.1%	±2.3
RACE AND HISPANIC OR LATINO ORIGIN						
White	105,571	±981	14,345	±1,792	13.6%	±1.7
Black or African American	21,062	±549	5,282	±1,105	25.1%	±5.3
American Indian and Alaska Native	771	±314	155	±117	20.1%	±14.6
Asian	1,402	±198	97	±114	6.9%	±8.5
Native American and Other Pacific Islander	5	±10	0	±31	0.0%	±100.0
Some other Race	3,990	±824	1,263	±479	31.7%	±9.9
Two or more races	4,093	±811	1,068	±524	26.1%	±14.0
Hispanic or Latino	12,588	±59	4,536	±852	36.0%	±6.8
All individuals below:						
50 percent of poverty level	8,383	±1,318	(X)	(X)	(X)	(X)
125 percent of poverty level	29,191	±2,438	(X)	(X)	(X)	(X)
150 percent of poverty level	36,213	±2,623	(X)	(X)	(X)	(X)
185 percent of poverty level	46,931	±2,744	(X)	(X)	(X)	(X)
200 percent of poverty level	51,992	±2,787	(X)	(X)	(X)	(X)

#### **8.5 Household Income:**

The following table was completed using data from US Census 2020 Income in the Past 12 Months S1901

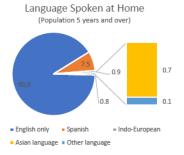
	Households		
		Margin of Error	
Subject	Estimate	+/-	
Total	54,137	±744	
Less than \$10,000	6.3%	±0.9	
\$10,000 to \$14,999	5.7%	±1.1	
\$15,000 to \$24,999	11.7%	±1.2	
\$25,000 to \$34,999	10.6%	±1.1	
\$35,000 to \$49,999	14.4%	±1.1	
\$50,000 to \$74,999	19.5%	±1.4	
\$75,000 to \$99,999	12.9%	±1.2	
\$100,000 to \$149,999	11.2%	±1.0	
\$150,000 to \$199,999	4.3%	±0.8	
\$200,000 or more	3.5%	±0.7	
Median income (dollars)	51,054	±1,487	
Mean income (dollars)	67,690	±2,645	

#### **8.6 Limited English Proficiency Population:**

The following table was completed using data from US Census Language Spoken at Home By Ability to Speake English for the Population 5 Years and Over B16004

Speak English Less	Estimate	Margin of Error	Percentage of
Than "Very Well"			Population
TOTAL POPULATION	9,897	±832	9,897
Speak only English	9,672		
Speak Spanish	183		
Speak Asian and Pacific Island Languages	15		
Speak other Indo-European Languages	27		
SPANISH			
Age 5 to 17 years			
Speak English "well"	6	<u>±</u> 9	
Speak English "not well"	8	±15	
Age 18 to 64 years			
Speak English "well"	34	±42	
Speak English "not well"	0	±28	
65 years and over			

Graph from census.nc.gov



#### 8.7 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty, and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information to NCDOT, upon request.

#### 9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

**Title VI Equity Analyses.** In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

#### 10.0 PUBLIC INVOLVEMENT

#### **10.1 Introduction**

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how RTS will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Expanding traditional outreach methods. Think outside the box: Go to hair salons, barbershops, street fairs, etc.
- Providing for early, frequent, and continuous engagement by the public.
- Use of social media and other resources to gain public involvement.
- Coordinating with community- and faith-based organizations such as the Hispanic Liaison, educational
  institutions, and other entities to implement public engagement strategies that reach out specifically to
  members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

#### 10.2 Public Notification

Passengers and other interested persons will be informed of their rights under Title VI and related authorities regarding our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated in Sections 3.0 and 4.0, respectively. Additional measures may include verbally announcing our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

#### 10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eyecatching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

#### 10.4 MEETINGS AND OUTREACH

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

#### Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive, and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific "attention-grabbing" reasons to attend will be used, such as "Help us figure out how to relieve congestion on [corridor name]" or "How much should it cost to ride the bus? Let us know on [date]."
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

#### **Public Meetings**

"Public meeting" refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

#### **Small Group Meetings**

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner's request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group's choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

#### **Community Surveying**

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

#### 10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well.

To comply with USDOT's LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

#### **Four Factor Analysis**

This Four Factor Analysis is an individualized assessment that balances the following four factors:

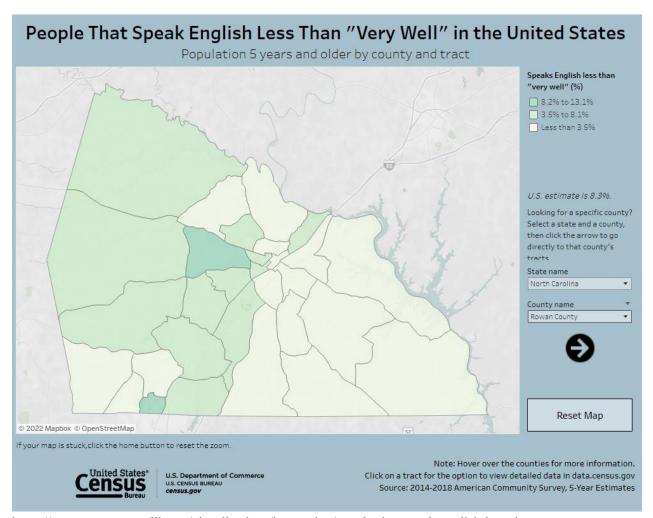
- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
- (4) The resources available to the recipient and costs.

Factor #1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.

The US Census Bureau -2020 reports there are numerous languages spoken in Rowan County (Spanish, Asian and Pacific Island Languages, other Indo-European Languages). After English, the second largest language group is Spanish.

The Safe Harbor Threshold is calculated by dividing the population estimate for a language group that "speaks English less then very well" by the total population of the county. The LEP Safe Harbor Threshold provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less), the Transit System must provide translation of vital documents in written format for non-English speaking persons.

In Rowan County, with a total population estimate of 146,875, 3.31% of the population five (5) years and over across the County identified themselves as Spanish speaking and "speaks English less than well". This language group is below the 5% threshold, but greater than the 1,000 person threshold. This means RTS is required to provide written translation of vital documents. All other language groups included are below the safe harbor threshold. This means, at this time, the Rowan Transit System is not required to provide written translation of vital documents in these languages.



https://www.census.gov/library/visualizations/interactive/people-that-speak-english-less-than-very-well.html

RTS currently provides written translation of vital documents and publishes an informational brochure including and route map in Spanish on its website. In the future, if RTS meets the Safe Harbor Threshold for any other language group, it will provide written translation of vital documents in such languages and consider measures needed for oral interpretation.

#### Factor #2: The frequency with which LEP individuals come in contact with the program.

RTS staff are trained on what to do when assisting a person that speaks English less than well. RTS will track the number of encounters and consider adjustments as needed to its outreach efforts to ensure meaningful access to all persons and specifically to LEP and minority populations of RTS programs and services. RTS provides over 31,500 rides per year and has encountered (0) zero LEP persons using the service within the last six months. RTS will provide rides to any qualifying resident who requests transportation. If an individual has speech limitations, the dispatcher or driver will work with the Transit Operations Manager, to ensure the individual receives access to our service.

# Factor #3: The nature and importance of the program, activity, or service provided by the recipient to people's lives.

RTS understands an LEP person with language barrier challenges may also face difficulties obtaining health care, education or access to employment. A transportation system is a key link to connecting LEP persons to these essential services. RTS has identified activities and services which would have serious consequences to individuals if language barriers prevented access to information or the benefits of those programs. The activities and services include providing emergency evacuation instructions in our facilities, stations and vehicles and providing information to the public on security awareness or emergency preparedness. RTS's assessment of what programs, activities and services that are most critical included contact with community organization(s) that serve LEP persons, as well as contact with LEP persons themselves to obtain information on the importance of the modes or the types of services that are provided to the LEP populations

#### Factor #4: The resources available to the recipient and costs.

Even though RTS does not have a separate budget for LEP outreach, the County has worked to implement low cost methods of reaching LEP persons. Rowan County uses Language Line services on an as needed, pay as you go basis. There has been no need for this service over the past year. RTS staff works with the County Manager's Office who has a Spanish speaking person on staff that assists in the translation of documents. This has ensured RTS can provide assistance to LEP Spanish-speaking persons, when needed.

#### LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (LAP) specific to RTS was not required. However, Rowan County has a Language Access plan included in **Appendix D**.

#### Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translating public notices posted in the local paper and at stations, stops, and in vehicles into any languages that meet the safe harbor threshold in Factor 1.
- Vital documents—such as brochures with service times and routes—are translated into Spanish across the entire service area, and available in our facilities, doctor's offices, and shopping centers.
- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Posting vital bulletin board information and disseminating community surveys in various languages.
- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Language line translation services.
- Where possible, utilizing or hiring staff who speak a language other than English and can provide competent language assistance.
  - Note: We will not ask community-based organizations (CBO) to provide, or serve as, interpreters at our meetings. Relying upon CBOs in that capacity could raise ethical concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we will not object. That is their right.
- Establishing a process to obtain feedback on our language assistance measures.

#### Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

#### Staff Support for Language Assistance

RTS employees are oriented on the principles of Title VI and the RTS Language Assistance Plan. New employees will be provided guidance on the needs of clients served and how best to meet their needs. RTS will ensure its contractor/transit provider also educates its staff on Title VI requirements, and specifically LEP provisions.

An important discussion point is that of language assistance. If a driver, dispatcher, or employee needs further assistance related to LEP program participants, her/she will work with the Operations Manager and/or Title VI Coordinator to identify strategies to meet the language needs of the participants of the program or service.

#### Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

#### Monitoring and Updating the LAP

Monitoring of daily interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if our assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years. The Rowan County Language Access plan is included in **Appendix D.** 

#### 10.6 DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members.

RTS is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

	Race/Ethnicity:	National Origin: (if born outside the
	White	U.S.)
	Black/African American	☐ Mexican
	Asian	Central American:
	☐ American Indian/Alaskan Native	South American:
	☐ Native Hawaiian/Pacific Islander	Puerto Rican
	Hispanic/Latino	Chinese
	Other (please specify):	☐ Vietnamese
		Korean
		Other (please specify):
	Gender: Male Female	<b>Age:</b> ☐ Less than 18 ☐ 45-64
	Disability:  Yes  No	☐ 18-29 ☐ 65 and older ☐ 30-44
	I choose not to provide any of the inform	nation requested above:
Titl	mpleted forms will remain on file as part of the e VI or this request, please contact RTS at 704 erie.steele@rowancountync.gov	e public record. For more information regarding 4-216-8889 or by email at
Ple	ase sign below acknowledging that you have c	ompleted this form.
Tha	ank you for your participation!	
Nai	me (print):	
	nature:	
_		

#### **Implementation**

- Forms will be completed prior to NCDOT Title VI reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be *required* to complete this form for reporting purposes.

- If a member, for whatever reason, selects "I choose not to provide any of the information requested above," this will be accepted as a completed form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member's race and gender, based on the Coordinator's best guess.
- Data from these forms may be used to complete a Demographic Request Table.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

#### 10.7 KEY COMMUNITY CONTACTS

Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Micah Ennis	Department of Social Services	Director	No
TJ Brown	Emergency Management	Emergency Services Deputy Chief	No
Alyssa Harris	Health Department	Director	No
Gary Yelton	Rowan Vocational Opportunities	Executive Director	Yes
Nan Buehrer	Rufty Holmes Senior Center	Executive Director	Yes
Beth Huber	Trinity Living Center	Executive Director	Yes
Edward Hailey	Therapeutic Recreation	Director	Yes

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact any individual listed above must request that information from the Title VI Coordinator.

#### 10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format is used to document RTS outreach efforts in reports to NCDOT. All meetings and disseminations of information capture information for the table below:

<b>Meeting Date</b>	<b>Meeting Time</b>	Meeting Purpose	Target Audience	Information Disseminated

#### 11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 30 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

#### 12.0 NON-ELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race, gender and disability compositions for each of our nonelected (appointed) decision-making bodies. Member names and full demographics for each committee are available, upon request.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %	Disability %
Service Area Population	49.4	50.6	76.2	16.12	1.0	0.57	0.0	9.03	16.2
Transit Advisory Board	50	50	.75	0.13	0.13	0.0	0.0	0.0	0.13

#### Strategies for Representative Committees

Diversification goals will be provided to our nonelected boards and committees to help ensure that their membership mirrors our service area demographics, as adequately as possible. We will provide periodic updates on our outreach efforts at meetings. When there is an opening on a board or committee, we will ensure the following:

- Current members will be made aware of diversity goals and polled for nominees.
- Officials from local minority groups will be made aware of the diversity goals and polled for nominees.
- Key Contacts from LEP groups will be contacted and polled for nominees.
- A recruitment notice for a Board Member opening will be posted on our website.
- An advertisement of recruitment notice for a Board Member will be placed with the local newspaper and other publications popular with minorities and other protected groups.

#### 13.0 RECORD-KEEPING AND REPORTS

As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, on a schedule determined by NCDOT. Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will made available for inspection by authorized officials of the NCDOT and/or FTA. Reports on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It will occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted to NCDOT for review and approval and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

#### Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted

#### **Complaint Investigations**

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)

- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

## Appendix A Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and
  resulting agency guidance, national origin discrimination includes discrimination because of limited English
  proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP
  persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

#### **Appendix B- Holiday Schedules**

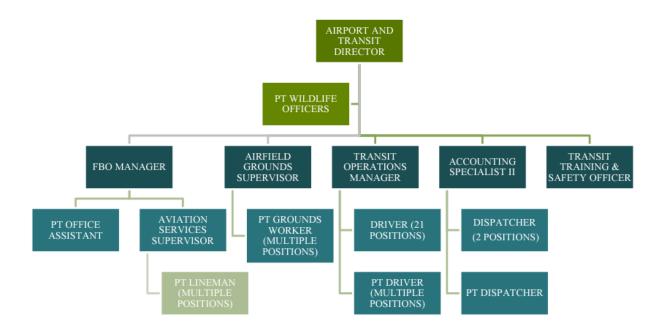
#### Rowan County 2022 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	December 31, 2021	Friday
Martin Luther King, Jr.'s Birthday	January 17, 2022	Monday
Good Friday	April 15, 2022	Friday
Memorial Day	May 30, 2022	Monday
Independence Day	July 4, 2022	Monday
Labor Day	September 5, 2022	Monday
Veterans Day	November 11, 2022	Friday
Thanksgiving	November 24 & 25, 2022	Thursday & Friday
Christmas	December 23, 26 and 27, 2022	Friday, Monday, Tuesday

### Rowan County 2023 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 2, 2023	Monday
Martin Luther King, Jr.'s Birthday	January 16, 2023	Monday
Good Friday	April 7, 2023	Friday
Memorial Day	May 29, 2023	Monday
Independence Day	July 4, 2023	Tuesday
Labor Day	September 4, 2023	Monday
Veterans Day	November 10, 2023	Friday
Thanksgiving	November 23 & 24, 2023	Thursday & Friday
Christmas	December 25, 26 and 27, 2023	Monday, Tuesday, Wednesday

#### Appendix C Organizational Chart



#### Appendix D

#### Language Access Plan

Providing Meaningful Communication with Persons with Limited English Proficiency

#### Rowan County, North Carolina February 2020 thru February 2024

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

#### POLICY:

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by Rowan County will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

#### DEFINITIONS:

Limited English Proficient (LEP) individual — Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents - These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

#### PROCEDURES:

#### 1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

Rowan County will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or "I speak cards," provided Community Investment and Assistance (CI) and LEP posters to determine the language. In addition, when records are kept of past

interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

#### 2. OBTAINING A QUALIFIED INTEPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Siobhan Allen MGH, MCC 130 W. Innes Street Suite 210 Salisbury, North Carolina 28144 Siobhan Allen@rowancountync.gov Elizabeth García Administrative Assistant V 130 W. Innes Street Suite 210 Salisbury, North Carolina 28144 Elizabeth García@rowancountync.gov

(P) 704- 216-8199 (F) 704-216-8195

(Note: The agency must notify the CI Compliance Office immediately of changes in name or contact information for the Title VI compliance officer.)

#### Check all methods that will be used:

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (provide the list):
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

#### Language Line

#### 1-800-528-5888 or 1-831-648-7582

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are (insert number (s)), and the hours of availability are 24 hours a day, seven (7) days a week.

#### Other (describe):

Additional interpretive resources may be available through coordination with the Rowan County Health Department or Department of Social Services.

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to

the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

#### 3. PROVIDING WRITTEN TRANSLATIONS

- The Rowan County will set benchmarks for translation of vital documents into additional languages. (please ensure to keep records of those documents that apply to your agency)
- When translation of vital documents is needed, Rowan County will submit documents for translation into frequently-encountered languages.
- Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

#### 4. PROVIDING NOTICE TO LEP PERSONS

Rowan County) will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

J. Newton Cohen, Sr. Rowan County Administration 1st floor bulletin board 130 W. Innes Street, Salisbury, NC 28144

Rowan County Planning & Development Department 2nd floor bulletin board Salisbury, NC 28144

Rowan County Health Department 1811 E. Innes Street Salisbury, NC 28146

Rowan County Department of Social Services 1813 E. Innes Street Salisbury, NC 28146 Notification will also be provided through one or more of the following: public notices in local newspapers (as applicable) and information distributed to and available at all Rowan County departments.

#### 5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, Rowan County will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, Rowan County will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

#### I. Compliance Procedures, Reporting and Monitoring

#### A. Reporting

The agency will complete an annual compliance report and send this report to CI. (Format will be supplied by CI)

#### B. Monitoring

The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to CI upon request.

The agency will cooperate, when requested, with special review by the CI.

#### II. Applicant/Recipient Complaints of Discriminatory Treatment

#### A. Complaints

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at https://www.nccommerce.com/documents/cdbg-compliance-plans.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within CI of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

#### B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to CI. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The Cl Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by CI, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

#### SUBMITTED AND ADOPTED BY:

Gregory C. Edds

Chairman, Rowan County Commission

Chairman, Rowan County Commission (signature)

Date

#### Appendix E

#### NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements)					
<b>Requirement:</b> FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.					
<b>Note:</b> Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.					
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Complete d				
1. A copy of the recipient's signed NCDOT's Title VI Nondiscrimination Agreement					
2. Title VI Policy Statement (signed)					
3. Title VI Notice to the Public, including a list of locations where the notice is posted					
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Name/Title:					
<ol> <li>Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)</li> </ol>					
6. Title VI Complaint Form					
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)					
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission					
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses					
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees					
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions <i>reviewed</i> and approved the Title VI Program					
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services					
<ul> <li>13. If you pass through FTA funds to other organizations, include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions.</li> <li>▶ No Subrecipients □</li> </ul>					
<ul> <li>14. A Title VI equity analysis if you have constructed or conducted planning for a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.</li> <li>➤ No Facilities Planned or Constructed □</li> </ul>					
15. Copies of environmental justice assessments conducted for <b>any construction projects during the past three years</b> and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities  ➤ <b>No Construction Projects</b>					
16. If the recipient has undergone a Title VI Compliance Review in the last 3 years, please indicate the year of the last review and who conducted it. <b>Year/Agency:</b>					

II. Transit Providers						
<b>Requirement:</b> FTA C 4702.1B, Chapter IV – Requirements and Guidelines for Fixed Route Transit Providers.						
<b>Note:</b> All NCDOT subrecipients that provide <u>fixed route</u> public transportation services (e.g., local, express obus; bus rapid transit; commuter rail; passenger ferry) must complete this section.	<b>Note:</b> All NCDOT subrecipients that provide <u>fixed route</u> public transportation services (e.g., local, express or commuter bus; bus rapid transit; commuter rail; passenger ferry) must complete this section.					
➤ Not Applicable (Check this box if you do not provide <u>fixed route</u> services, and skip questions 17 and 18. This section does not apply to you if you <i>only</i> provide demand response services.)						
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Complete d					
17. Service standards ( <b>quantitative measures</b> ) developed for <i>each specific fixed route mode</i> that the recipient provides (standards may vary by mode) must be submitted for each of the following indicators:						
• Vehicle load for each mode (Can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees.)						
• Vehicle headway for each mode (Measured in minutes (e.g., every 15 minutes), headway refers to the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Service frequency is measured in vehicles per hour (e.g., 4 buses per hour).)						
• On time performance for each mode (Expressed as a percentage, this is a measure of runs completed as scheduled. The recipient must define what is considered to be "on time." Performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along a route.)						
• Service availability for each mode (Refers to a general measure of the distribution of routes within a transit provider's service area, such as setting the maximum distance between bus stops or train stations, or requiring that a percentage of all residents in the service area be within a one-quarter mile walk of bus service.)						
18. Service policies ( <b>system-wide policies</b> ) adopted to ensure that service design and operations practices do not result in discrimination on the basis of race, color or national origin, must be submitted for each of the following:						
• Transit amenities for each mode (e.g., benches, shelters/canopies, printed materials, escalators/elevators, and waste receptacles. <b>NOTE:</b> Attach this information <u>only</u> if you have decision-making authority over siting transit amenities or you set policies to determine the siting of amenities.)						
• Vehicle assignment for each mode (Refers to the process by which transit vehicles are placed into service throughout a system. Policies for vehicle assignment may be based on the type or						

age of the vehicle, where age would be a proxy for condition, or on the type of service offered.)

# 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:** 10-07-22

**SUBJECT:** Positions Requested as Part of Opioid Settlement Proposal

At the September 19, 2022 Board Meeting, the Board of Commissioners approved a proposal submitted by Alyssa Harris, Public Health Director regarding the Opioid Settlement Program. In accordance with the approved proposal, this request is to create/reclassify the following positions:

- 1. Create the position of FT Substance Use and Mental Health Program Manager at grade 20 using Opioid Settlement Funds .The cost is approximately \$89,799/annual including benefits. A cost worksheet is attached.
- 2. Create the position of FT Harm Reduction Program Coordinator at grade 17 using Opioid Settlement Funds. The cost is approximately \$79,205/annual including benefits. A cost worksheet is attached.
- 3. Reclassify one (1) existing FT Temporary Certified Peer Support Specialist to FT Certified Peer Support Specialist.

Please approve the above request.

#### **ATTACHMENTS:**

DescriptionUpload DateTypeCost Worksheets10/7/2022Backup Material

# ROWAN COUNTY PAYROLL WORKSHEET POSITION DETAIL - NON-LEO

Key in gray sections only

Department Name	Health Department						
Position Title	FT Substance Use and Health Program Manager						
Hours (per week)	40 Increase Grade Grade 20						
Position Title, Salary, Gr	ade - confirmed with	Human Resources:	Yes				

Salary / Benefits		Total Cost					Opiod ement Funds
Salary	\$	64,236.00		\$		\$	64,236.00
,	1,000/				-		- 1,200.00
Health Insurance	Мо _	12,000.00			-	_	12,000.00
Medicare	1.45%	932.00	 141		74		932.00
Retirement	10.21%	6,559.00	1.5		達		6,559.00
Social Security	6.20%	3,983.00	 		S4		3,983.00
Workers Comp (Varies)	0.25%	161.00	 74		32	_	161.00
401(k)	3.00%	1,928.00	125				1,928.00
Total Salary / Benefits		89,799.00	æ	5-			89,799.00
Other Costs							
Desk		2					
Chair		-			2.		
Side chairs					4		<b></b>
Telephone		100	-		-	_	#1
Computer					112		
Monitor				,	2		
			0.20				
Total Equipment Costs		39	-				6
Total Cost	\$	89,799.00	\$ -	\$		\$	89,799.00

# ROWAN COUNTY PAYROLL WORKSHEET POSITION DETAIL - NON-LEO

Key in gray sections only

Department Name	Health Department						
Position Title	FT Harm Reduction Program Coordinator						
Hours (per week)	40 Increase Grade Grade 17						
Position Title, Salary, Grade - confirmed with Human Resources:							

				Opiod
Salary / Benefits	Total Cost			Settlement Funds
Salary	\$ 55,489.00		\$ -	\$ 55,489.00
	1,000/			
Health Insurance	Mo 12,000.00			12,000.00
Medicare	1.45% 805.00		-	805.00
Retirement	10.21% 5,666.00	[#		5,666.00
Social Security	6.20% 3,441.00			3,441.00
Workers Comp (Varies)	0.25% 139.00			139.00
401(k)	3.00% 1,665.00			1,665.00
Total Salary / Benefits	79,205.00	- F	<u> </u>	79,205.00
Other Costs				
Desk				
Chair		-	¥ ]]	¥
Side chairs				25
Telephone			-	ti.
Computer	¥		= 1	
Monitor			-	
	*			-
Total Equipment Costs	¥.	_	9	
Total Cost	\$ 79,205.00	\$ -	\$ -	\$ 79,205.00

# 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: Jody Farrow-Bennett; Purchasing Director & Don Bringle; Parks & Recreation Director

**DATE:** 10/17/2022

**SUBJECT:** Award Facilities Services Roof Replacement To Interstate Roofing, Inc.

Rowan County worked with REI Engineers, Inc. and received proposals to replace the roof on the Facilities Services building. Nine bid responses were received. The County would like to award the bid to Interstate Roofing Company, Inc. who submitted the lowest total base bid in the amount of \$536,900.00.

The County received SCIF funding for this project in the amount of \$500,000.00, the remaining \$36,900.00 was included in the FY23 budget from local funds.

Attached are the bid tab form, proposal from Interstate Roofing, and the AIA contract.

Board of Commissioners to award the bid to Interstate Roofing Company, Inc. and authorize the County Manager to approve the contract with Interstate Roofing in the amount of \$536,900.00.

#### **ATTACHMENTS**:

Description	Upload Date	Type
Winning Bid with Bid Tabs	10/7/2022	Cover Memo
AIA Contract	10/12/2022	Cover Memo



October 6, 2022

Rowan County 130 West Innes Street Salisbury, NC 28144

Attention: Don Bringle

Parks and Recreation Director

Reference: Contract Award Recommendation

Rowan County Facilities Services

Roof Replacement

REI Project No. 022CLT-152

Dear Mr. Bringle:

Bids were opened at 2:00 PM on Thursday, October 6, 2022 for the above referenced project. Interstate Roofing Company, Inc submitted the lowest total base bid in the amount of \$536,900.00.

REI Engineer's estimated construction cost for the project was \$608,000.00; therefore, REI recommends this project be awarded to Interstate Roofing Company, Inc in the amount of \$536,900.00.

Please contact our office if you have any questions regarding the bidding and awarding of this project.

Sincerely,

**REI Engineers** 

Paul Whitley, RRO, CDT

Project Manager

Enc: Certified Bid Tabulation

Copy of Interstate Roofing Company, Inc Bid Form

#### **BID TABULATION**

Owner Name: **Rowan County** 

Rowan County Facilities Services Building RR **Project Name:** 

Bid Due Date: October 6, 2022

2:00 PM **Bid Due Time:** 

Bidders	Base Bid	UP No. 1	UP No. 2	UP No. 3	UP No.4	UP No. 5	UP No. 6	UP No. 7	Addendum No. 1	Bid Bond	MWSBE	RMA	Material Price Breakdown
AAR of North Carolina, Inc	\$ 571,250.00	\$ 60.00	\$ 10.00	\$ 60.00	\$ 2.00	\$ 3.00	\$ 4.50	\$ 5.00	Х	Χ	Α	Soprema	Х
BAR Roofing and Maintenance	\$ 619,000.00	\$ 3.25	\$ 6.25	\$ 4.50	\$ 2.00	\$ 2.25	\$ 5.90	\$ 3.25	Χ	X	Α	Soprema	Х
Davco Roofing & Sheet Metal	\$ 576,525.00	\$ 32.00	\$ 25.00	\$ 18.00	\$ 5.00	\$ 1.85	\$ 6.00	\$ 5.50	Х	Χ	Α	Siplast	Х
Interstate Roofing Company, Inc	\$ 536,900.00	\$ 300.00	\$ 80.00	\$ 100.00	\$ 2.00	\$ 2.25	\$ 8.00	\$ 6.50	Χ	Χ	Α	Soprema	Х
Johnson's Roofing Service, Inc	\$ 702,000.00	\$ 20.00	\$ 20.00	\$ 15.00	\$ 4.00	\$ 6.00	\$ 10.00	\$ 10.00	Х	Х	Α	Sarnafil	Х
Nations Roof of Carolinas	\$ 565,000.00	\$ 25.00	\$ 15.00	\$ 25.00	\$ 2.50	\$ 3.50	\$ 6.00	\$ 8.00	Χ	Χ	Α	Soprema	Х
Rike Roofing Services	\$ 729,000.00	\$ 30.00	\$ 10.00	\$ 30.00	\$ 2.00	\$ 4.50	\$ 5.00	\$ 8.00	Х	Х	Α	Siplast	Х
Tecta America Carolinas LLC	\$ 1,050,000.00	\$ 30.00	\$ 20.00	\$ 25.00	\$ 4.50	\$ 5.00	\$ 5.00	\$ 15.00	Χ	Χ	Α	Sarnafil	Х
Weathergard, Inc.	\$ 748,167.00	\$ 36.00	\$ 11.00	\$ 10.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 7.00	Х	Χ	Α	Soprema	Х

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

Paul Whitley, RRO, CDT

10/6/2022

Project Manager

Date

#### **SECTION 00 41 13**

#### **BID FORM - REVISION 1**

To:

Rowan County

Purchasing Department, Suite 31,

130 West Innes St.,

Salisbury, North Carolina 28144

Project:

Rowan County Facilities Services Roof Replacement

REI Project No. 022CLT-152

Date:

10-6-2022

Bidder:

Interstate Roofing Co

Address:

PO Box 240513, Charlotte, NC 28224

Phone:

704-525-3143

Email: jtaylor@interstateroofingco.com

North Carolina License No.:

5841

Classification:

S-Class

Limitation: Unlimited

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. The undersigned, as bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this bid or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and the contract documents relative thereto dated September 2, 2022 as prepared by REI Engineers, Inc., and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this bid is accepted to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation and labor necessary to complete the construction of the project with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

#### 1.2 BASE BID:

Five Hundred Thirty Six Thousand Nine Hundred Dollars	\$ 536,900.00
(Words)	(Figures)

#### 1.3 MATERIAL PRICE BID BREAKDOWN

A. Due to extreme volatility in construction material prices, the base bid listed above is based upon all of the materials for the Project, including the materials and prices listed in Section 00 43 27 "Material Price Breakdown Form". In addition to the completed Material Price Breakdown Form, bidder shall submit with your bid documentation of the current material prices listed in the Material Price Breakdown Form as of the time of bidding in the form of current quotes or invoices from the manufacturer or supplier. If there is a price increase or decrease of the materials between the bid date and time of receipt of material invoice, the Contract Sum shall be increased or decreased to reflect the actual material cost if the Contractor complies with the requirements of this section and Section 00 43 27 of the Project Manual.

#### 1.4 ALLOWANCES:

- A. Include in the Base Bid the \$20,000 Contingency Allowance specified in Section 01 21 00 "Allowances" of the Project Manual.
- B. Include in the Base Bid the Quantity Allowances specified in Section 01 21 00 "Allowances" of the Project Manual.
  - 1. Repair 10 CF of Unsuitable Concrete Roof Deck. Refer to Section 03 01 30.71 "Rehabilitation of Cast-in-Place Concrete".
  - 2. Provide 10 SF of steel plate over abandoned openings in Concrete Deck. Refer to Section 03 01 30.71 "Rehabilitation of Cast-in-Place Concrete".
  - 3. Replace 60 CF of Deteriorated Lightweight Concrete Fill. Refer to Section 03 52 00 "Lightweight Concrete Repair".
  - 4. Replace 800 SF of Wet or Deteriorated 5/8" Type X Gypsum Substrate.
  - 5. Replace 1200 BF of Wet or Deteriorated Existing Insulation. Refer to Section 07 22 16 "Roof Insulation"
  - 6. Replace 50 BF of Deteriorated Wood Blocking. Refer to Section 06 10 00 "Rough Carpentry"
  - 7. Replace 100 SF of Deteriorated Plywood. Refer to Section 06 10 00 "Rough Carpentry"

#### 1.5 UNIT PRICES:

- A. Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents. Refer to Section 01 22 00 "Unit Prices".
  - 1. Repair Unsuitable Concrete Roof Deck. Refer to Section 03 01 30.71 "Rehabilitation of Cast-in-Place Concrete".

2. Provide steel plate over abandoned openings in Concrete Deck. Refer to Section 03 01 30.71 "Rehabilitation of Cast-in-Place Concrete".

	3.	Replace Deteriorated Lightweight Concrete Fill. Refer to Section 03 52 00 "Lightweight Concrete Repair".
		a. Cost: \$_100.00 per CF
	4.	Replace Wet or Deteriorated 5/8" Type X Gypsum Substrate.
		a. Cost: \$ 2.00 per SF
	5.	Replace Wet or Deteriorated Existing Insulation. Refer to Section 07 22 16 "Roof Insulation".
		a. Cost: \$ 2.25 per BF
	6.	Replace Deteriorated Wood Blocking. Refer to Section 06 10 00 "Rough Carpentry"
		a. Cost: \$ 8.00 per BF
	7.	Replace Deteriorated Plywood. Refer to Section 06 10 00 "Rough Carpentry"
		a. Cost: \$ 6.50 per SF
MANU	JFACTI	URERS:
A.	Only o	id shall utilize roofing materials manufactured by <u>Soprema</u> . ne manufacturer shall be listed. Provide Section 00 62 33 "Roof Manufacturer's wledgment" signed by manufacturer listed above and enclose with bid.
BID H	OLDIN	G TIME AND ACCEPTANCE:
A.	time se	dersigned hereby agrees that this bid may not be revoked or withdrawn after the t for the opening of bids but shall remain open during the bid holding period as ed in Section 00 21 13 "Instructions to Bidders".
SCHE	DULE (	OF COMPLETION:
A.	and lie Constru agrees	dersigned understands that time is of the essence and agrees to the Contract Time quidated damages as indicated in General Conditions of the Contract for action and Supplementary Conditions apply to this Work. The undersigned hereby to commence work on this project within thirty (30) days following receipt of an and Agreement between Owner and Contractor. Date of commencement will be

- A. Executed Agreement between Owner and Contractor. Date of commencement will be established in a Notice to Proceed issued to Contractor. Complete work under the Base
  - Bid and all alternates accepted within ninety (90) calendar days from the date of commencement.
- Applicable liquidated damages shall be stated in the Section 00 73 00 "Supplementary B. Conditions".

#### 1.9 ADDENDUM:

1.6

1.7

1.8

Addendum received and used in computing bid: A.

1.	Addendum No. 1: Dated 10-3-22
2.	Addendum No. 2:

#### 1.10 SUBCONTRACTORS:

A. If subcontractors are to be utilized, the Bidder shall fill out all blanks on the list below. All subcontractors shall be listed. The Bidder shall identify work by the general, subcontractor or not applicable for each trade; utilize parenthesis () to list trades not provided. Do not list suppliers. All blanks must be filled in. Failure to do so may result in bid being declared non-responsive. If there is more than one subcontractor per trade identified below, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of the table.

Trade	Company	License #
General (Roofing)		
General (Sheet Metal)		
Mechanical		
Electrical		
Plumbing	East Coast Drainage	33115
Concrete		
Waste Disposal		
Other (		
Other ()		
We do not plan to use subcontract		
forces		

#### 1.11 ENCLOSURES:

- A. Provide the following enclosures with submitted bid:
  - Bid Bond
  - 2. Minority, Woman, and Small Business Enterprises Submittals as required by Section 00 43 39 "Minority Business Enterprise":
    - a. MWSBE Identification Form
    - b. State of North Carolina Affidavit A Listing of the Good Faith Effort
    - c. or
    - d. State of North Carolina Affidavit B Intent to Perform Contract with Own Workforce
  - 3. Section 00 62 33 "Roof Manufacturer's Acknowledgment" for Manufacturer listed above.
  - 4. Section 00 43 27 "Material Price Breakdown Form" along with manufacturer/supplier backup invoices or material price quote documentation

Respectfully sub	bmitted this 6th day of October , 2022	
Company:	Interstate Roofing Co	
Printed Name:	Jeff Taylor	
Signature:		
Title:	Vice/President	
North Ca	wollne (State)	
County of M	ecklenburg	
I, Mandy	Collver, a Notary Public for Union	County, personally
Witness my hand	d and official seal, this $5\%$ day of Otober , $20\overline{27}$ .	
Notáry Public	Mondy Collver  Texpires July 21 , 2024	
My commission	expires 104 21 , 2024	

**END OF SECTION** 

#### FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT
Interstate Roofing Company, Inc.
principal, and Fidelity and Deposit Company of Maryland , as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
Rowan County as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.
Signed, sealed and dated thisday ofOctober,2022
WHEREAS, the said principal is herewith submitting proposal for
Rowan County Facilities Services, 425 Airport Rd, Salisbury NC 28147
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1
G.S. 143-129.1  Interstate Roofing Company Inc.  (SEAL)
David Jackson - President (SEAL)  On 1930 NC  President
(SEAL)
By: (SEAL)  Amy R. Waugh  Attorney-in-Fact

FORM OF BID BOND

Bond Number Bid Bond	
Obligee Rowan County	

# ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERY York, the COLONIAL AMERICAN CASUALTY AND SURETY CONDITION OF MARYLAND a corporation of the Robert D. Murray, Vice President, in pursuance of authority granted less than the reverse side hereof and are hereby certified to be in full set.	OMPANY, a corporation of the State of Illinois, and the FIDELITY e State of Illinois (herein collectively called the "Companies"), by by Article V, Section 8, of the By-Laws of said Companies, which are Il force and effect on the date hereof, do hereby nominate, constitute,
and appoint Amy R. Waugh	, its true and lawful agent and Attorney-in-ract, to make, execute,
and appoint Amy R. Waugh seal and deliver, for, and on its behalf as surety, and as its act and deep	d: any and all bonds and undertakings, and the execution of such
honds or undertakings in nursuance of these presents, shall be as bit	nding upon said Companies, as rully and amply, to all intents and
purposes, as if they had been duly executed and acknowledged by the r	egularly elected officers of the ZURICH AMERICAN INSURANCE
COMPANY at its office in New York, New York., the regularly ele	ected officers of the COLONIAL AMERICAN CASUALTY AND
SURETY COMPANY at its office in Owings Mills, Maryland., and	d the regularly elected officers of the FIDELITY AND DEPOSIT
SUKETY COMPANY at its office in Owings lythis, maryiand, and	de die reservat erecte errect er and represer reter and
COMPANY OF MARYLAND at its office in Owings Mills, Maryland	., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President (SEAL)



By: Dawn E. Brown
Secretary

State of Maryland County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>6th</u> day of <u>October</u>, 2022\_.







Brian M. Hodges, Vice President

Burn Hodges

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

### Identification of HUB Certified/ Minority Business Participation

(Name of Bidder) o hereby certify that on this project, we will use the following HUB Certified/ minority business as onstruction subcontractors, vendors, suppliers or providers of professional services.			
rm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
East Coast Drainage	Plumbing	W	Y
*Minority categories: Black, African American Female (F) Socially a	 n (B), Hispanic (H), Asian A ind Economically Disadvan		rican Indian (

### State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

Cou	inty of	Rowan
Δffi	davit of	(Name of Bidder) Interstate Roofing Co
7 1111		have made a good faith effort to comply under the following areas checked:
		st earn at least 50 points from the good faith efforts listed for their bid to be responsive. (1 NC Administrative Code 30 I.0101)
1	that were kr	Contacted minority businesses that reasonably could have been expected to submit a quote and nown to the contractor, or available on State or local government maintained lists, at least 10 days and date and notified them of the nature and scope of the work to be performed.
	2(10 pts) minority bus	Made the construction plans, specifications and requirements available for review by prospective sinesses, or providing these documents to them at least 10 days before the bids are due.
	3 – (15 pts) participation	Broken down or combined elements of work into economically feasible units to facilitate minority
1	Historically	Worked with minority trade, community, or contractor organizations identified by the Office of Underutilized Businesses and included in the bid documents that provide assistance in of minority businesses.
	5 – (10 pts)	Attended prebid meetings scheduled by the public owner.
	6 – (20 pts) or insurance	Provided assistance in getting required bonding or insurance or provided alternatives to bonding e for subcontractors.
1	unqualified v	Negotiated in good faith with interested minority businesses and did not reject them as without sound reasons based on their capabilities. Any rejection of a minority business based on iffication should have the reasons documented in writing.
4	capital, lines credit that is	Provided assistance to an otherwise qualified minority business in need of equipment, loan s of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving s ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the opliers in order to help minority businesses in establishing credit.
j	9 <b>– (20 pts)</b> increase op possible.	Negotiated joint venture and partnership arrangements with minority businesses in order to portunities for minority business participation on a public construction or repair project when
		<ul> <li>Provided quick pay agreements and policies to enable minority contractors and suppliers to low demands.</li> </ul>
Ider exe	ntification o	ed, if apparent low bidder, will enter into a formal agreement with the firms listed in the if Minority Business Participation schedule conditional upon scope of contract to be the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) e by this statutory provision will constitute a breach of the contract.
		ed hereby certifies that he or she has read the terms of the minority business nd is authorized to bind the bidder to the commitment herein set forth.
Date	=: 10 5 2c	Name of Authorized Officer: Jeff Taylor
.11	COLLVE	Signature: Vice President  Title: Vice President
	OLLYE	Title.
5	Public	State of North Coroll, County of Mecklerburg
- /	NOTOLY COUNT	Subscribed and sworn to before me this 5th day of October 20 22
	01110 L	Notary Public Wandy Collues - Mandy Collver
7/1/1	ORTH CH	My commission expires July 21, 2024

#### **SECTION 00 62 33**

#### ROOF MANUFACTURER'S ACKNOWLEDGMENT

Rowan County

Owner:

Project Name:	Rowan County Facilities Services Roof Replacement
Project Address:	425 Airport Road Salisbury, North Carolina 28147
Roofing Contractor:	Interstate Roofing Co
Address:	PO Box 240513, Charlotte, NC 28224
Telephone:	704-525-3143
within the Project Ma roof system(s) and Manufacturer's warran outlined in the proje Manufacturer will pro- five (5) days of the bi- between the Manufac- submitted accordingly approved, authorized,	Owner that having thoroughly reviewed the Specifications and Drawings contained nual dated September 2, 2022, the above-titled project, we acknowledge that the flashing system(s) specified are suitable for the issuance of the specification on this project and have been tested and approved for the wind uplift pressure ect specifications. Having reviewed the project requirements in detail, the vide a written response of exceptions to the Engineer through the contractor befored due date or as otherwise outlined in the Instructions to Bidders, if conflicts exist turer's warranty requirements and the above listed documents. Exceptions not are subject to rejection. The manufacturer also certifies that the installer is or licensed by the manufacturer to install the specified roof system and is eligible to manufacturer's warranty. The manufacturer will comply with the specified technical support.
Matt Greco	
Print or type name of	manufacturer's designated Liaison on this project
704.918.6232	Mgreco@soprema.us
Telephone and Email	
SOPREMA	
Roof Manufacturer's	Company Name
(5) Jan	10/4/22
Roof Manufacturer R	epresentative's Signature Date

**END OF SECTION** 

Sales Rep

Title

Roof Manufacturer Representative's Name

310 Quadral Dr Wadsworth, Oh 44281

Roof Manufacturer's Address

Matt Greco

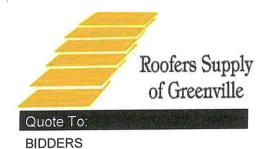
#### **SECTION 00 43 27**

#### MATERIAL PRICE BREAKDOWN FORM

# FOR ROWAN COUNTY AND REI ENGINEERS CONTRACT ADMINISTRATION PURPOSES ONLY – NOT TO BE INCLUDED IN PUBLIC BID TABULATION

Section No.	Material	Quantity Included in Bid	Unit Cost (S)	Units	Sales Tax	Freight Fees or Service Charges	Total Cost
07 22 16	2" ISO	37	\$110.60	SQ	\$260.56		\$3,982.76
	Tapered Package	1	\$40,900.00	EA	\$2,863.00		\$43,763.00
	1/4" Gypsum	350	\$82.00	SQ	\$2,009.00		\$30,709.00
	Duotack 365	62	\$219.00	EA	\$950.46		\$14,528.46
07 26 13	Elastocol Stick	15	\$149.00	EA	\$156.45		\$2,391.45
	Sopravap r	21	\$373.00	EA	\$548.31		\$8,381.31
07 54 00	Sentinal 150 HFB	40,000	\$1.65	SQFT	\$4,620.00	)	\$70,620.00
	Sentinal 150	1200	\$1.47	SQFT	\$123.48		\$1,887.48
	Sentinal S Adhesive	10	\$263.00	EA	\$184.10		\$2,814.10
	Duotack SPF	13	\$1,282.00	EA	\$1,166.62	2	\$17,832.62
7							





9333-F Forsyth Park Drive Charlotte, NC 28273 704-970-4010 980-237-1061 (Fax)

Quote # 100Q14544

Date 10/03/22

Sales Rep. Amanda Poplin

#### Project:

Rowan Co. Facilities Services Salisbury, NC

+/- 358 sqs

\*\*\*PLEASE NOTE MATERIALS WILL BE BILLED BASED ON THE COST WHEN MATERIALS SHIP, WHICH MAY BE DIFFERENT FROM THE QUOTED PRICE.\*\*\*

Quantities are for estimating purposes only and should not be used for purchasing.

\*\*CANCELLATION WITHIN 60 DAYS OF ESTIMATED SHIP DATE WILL RESULT IN A \$5000/TRUCK FEE FROM THE MANUFACTURERS. PLEASE PLAN ACCORDINGLY.\*\*

HEATTER PROTECTION OF THE PARK	NOPACTORERS. FLEASE FLAN ACCORDINGET.	C DVA	Linit Daige
Qty	Description	U/M	Unit Price
1	TAPER PACKAGE C-7818 [20-psi, standard facer]	LOT	\$37,100.000
38.4	2.0" 20-psi R=11.4 Iso w/standard facer [4' x 8' = 7.68-sqs/bdl]	SQ	\$110.600
39,200	Soprema Sentinel P150 HFB PVC White 120" x 80' [Glass/Fleeceback; 800-sf/rl]	SF	\$1.650
1	Soprema Sentinel P150 PVC White 10' x 100' [Poly; 1000-sf/341-lbs]	SF	\$1.470
1	Soprema Sentinel P150 PVC White Stripping 6" x 100' [Poly; 50-sf/17.1-lbs]	RL	\$83.000
1	Soprema Duotack SPF 2-Component Urethane Adhesive Kit [gun & hose included - 12 canisters/plt] (coverage of approx 30 sqs per set)	KIT	\$1,282.000
1	Soprema Sentinel "H2O" PVC Bonding Adhesive (water-based) [5-gal]	PL	\$238.000
1	Soprema Sentinel "S" PVC Bonding Adhesive (solvent-based) [5-gal]	PL	\$263.000
1	Soprema Sentinel Cut-Edge Sealant [12-oz/bottle - 12-ea/ctn]	CTN	\$185.000
1	Soprema Sentinel G150 Detail Membrane 30" x 100' (Glass; 1123-sf/50-lbs)	RL	\$381.000
1	Soprema Sentinel PVC Closed Boot Flashing 1-6" [10-ea/box]	EA	\$70.000
1	Soprema Sentinel PVC Closed Boot Flashing 6-12" [10-ea/box]	EA	\$93.000
1	Soprema Sentinel PVC Molded Inside Corner [20-ea/ctn] 5" x 5" x 5" Injection Molded 'White'	CTN	\$424.000
1	Soprema Sentinel PVC Molded Outside Corner [20-ea/ctn] 5" x 5" x 5" Injection Molded 'White'	CTN	\$424.000
1	Soprema Sentinel PVC Molded Universal(Wavy) Corner [20-ea/ctn]	CTN	\$243.000
1	Soprema Sentinel PVC Round T-Joint Patches 4.5" [100-ea/box]	CTN	\$150.000
1	Soprema Sentinel PVC Split Boot Flashing 1-6" [10-ea/box]	EA	\$70.000
1	Soprema Sentinel PVC Split Boot Flashing 6-12" [10-ea/box]	EA	\$93.000
1	Soprema Sentinel Universal Sealant [10.1-oz/bottle - 12-ea/ctn]	CTN	\$132.000
1	Soprema Sentinel VCM Vinyl-Coated Metal 'White' [4' x 10' - 10-shts/skid]	EA	\$246.000
1	Soprema Sentinel Walk -Way Pad 'Gray' [30" X 50']	RL	\$594.000
1	Fuel Surcharge (Approximate price per truck load based on today's fuel prices, and all materials shipping to your warehouse or the project site, which ever is listed above. Any materials shipping on any other date or to a different location may be charged a different price.)	EA	\$875.000
	ADDED 10/05/22:		g 5-3 was
1	1/4" x 48" x 96" DEXcell FA GlassMat Gyp Board [14.08-sqs/bdl]	SQ	\$82.000
1	Soprema #14-10 x 3" MP Fasteners [1m/box]	M	\$137.000
1	Soprema #14-10 x 4" MP Fasteners [1m/box]	M	\$162.000

Qtv	Description	U/M	Unit Price
1	Soprema #14-10 x 5" MP Fasteners [1m/box]	M	\$236.000
1	Soprema #14-10 x 6" MP Fasteners [1m/box]	M	\$238.000
1	Soprema #14-10 x 7" MP Fasteners [500-ea/box] ((PRICE IS PER THOUSAND))	M	\$393.000
1	Soprema #14-10 x 8" MP Fasteners [500-ea/box] ((PRICE IS PER THOUSAND))	M	\$380.000
1	Soprema 3" Metal Insulation Plates [1m/box]	M	\$201.000
1	Soprema SOPRAVAP'R [4.8-sqs/roll - 25-rolls/skid]	RL	\$373.000
1	Soprema Elastocol Stick/600 (Self-Adhesive Primer) [5-gal/pail] (application rate of 0.70 - 1.0 gal per sq)	PL	\$149.000
1	Soprema Duotack Insulation Adhesive [4-ea/1500-ml cartridges/ctn] ((1-carton = 4-to-6-sqs coverage over smooth surface))	CTN	\$219.000
1	1/4" x 48" x 96" DensDeck 'Prime'	SQ	\$86.000
1	1/4" x 48" x 48" DensDeck 'Prime'	SQ	\$89.000
1	2.0" ***25-psi** R=11.4 lso w/standard facer [4' x 8' = 7.68-sqs/bdl]	SQ	\$119.000
1	TAPER PACKAGE C-7818 [***25-psi**, standard facer]	LOT	\$40,900.000

<sup>\*\*</sup>UNLESS OTHERWISE NOTED: PRICES DO NOT INCLUDE ANY APPLICABLE FREIGHT CHARGES,FUEL SURCHARGES, HAZARDOUS MATERIAL CHARGES, STOP-OFF CHARGES, OR ANY OTHER SHIPPING ACCESSORIAL CHARGES. ANY APPLICABLE CHARGES WILL BE ADDED AT THE TIME OF INVOICING.\*\*ALL WARRANTY FEES ARE TAXABLE.

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

**AGREEMENT** made as of the sixth day of October in the year Two Thousand Twenty-Two (*In words, indicate day, month and year.*)

#### **BETWEEN** the Owner:

(Name, legal status, address and other information)

Rowan County Purchasing Department, Suite 31 130 West Innes Street Salisbury, NC 28144

and the Contractor:

(Name, legal status, address and other information)

Interstate Roofing Co. Inc. 5616 Old Pineville Road Charlotte, NC 28217

for the following Project: (Name, location and detailed description)

Rowan County Facilities Services Roof Replacement 425 Airport Road Salisbury, NC 28147

The Architect:

(Name, legal status, address and other information)

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

The Owner and Contractor agree as follows.

#### **ADDITIONS AND DELETIONS:**

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

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

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

**User Notes:** 

(3B9ADA4B)

#### **TABLE OF ARTICLES**

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

#### **EXHIBIT A INSURANCE AND BONDS**

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

	The date of this Agreement.
[ <b>X</b> ]	A date set forth in a notice to proceed issued by the Owner.
[ ]	Established as follows:  (Insert a date or a means to determine the date of commencement of the Work.

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

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

#### § 3.3 Substantial Completion

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

Init.

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User Notes:

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

- Not later than Ninety (90) calendar days from the date of commencement of the Work.
- By the following date:

#### § 3.3.2

(Table Deleted)

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Thirty Six Thousand Nine Hundred (\$ 536,900.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

Item	Price
Not Applicable	

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

Item	Price	Conditions for Acceptance
Not Applicable		

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

Item	Price
1. Repair 10 CF of Unsuitable Concrete Roof Deck.	\$3,000.00
2. Provide 10 SF of Steel Plate over abandoned openings in Concrete Deck.	\$ 800.00
3. Replace 60 CF of Deteriorated Lightweight Concrete Fill.	\$6,000.00
4. Replace 800 SF of Wet or Deteriorated 5/8" Type X Gypsum Substrate.	\$1,600.00
5. Replace 1200 BF of Wet or Deteriorated Existing Insulation.	\$2,700.00
6. Replace 50 BF of Deteriorated Wood Blocking.	\$ 400.00
7. Replace 100 SF of Deteriorated Plywood.	\$ 650.00

#### § 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
1. Repair Unsuitable Concrete Roof Deck.	CF	\$300.00
2. Provide Steel Plate over abandoned openings in Concrete Deck.	SF	\$ 80.00
3. Replace Deteriorated Lightweight Concrete Fill.	CF	\$100.00
4. Replace Wet or Deteriorated 5/8" Type X Gypsum Substrate.	SF	\$ 2.00
5. Replace Wet or Deteriorated Existing Insulation.	BF	\$ 2.25
6. Replace Deteriorated Wood Blocking.	BF	\$ 8.00
7. Replace Deteriorated Plywood.	SF	\$ 6.50

#### § 4.5 Liquidated damages, if any:

Init.

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(Insert terms and conditions for liquidated damages, if any.)

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

(Paragraph Deleted)

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

(Paragraph Deleted)

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

#### **ARTICLE 5 PAYMENTS**

#### § 5.1 Progress Payments

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

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

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

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

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
  - .1 That portion of the Contract Sum properly allocable to completed Work;
  - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
  - **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
  - .1 The aggregate of any amounts previously paid by the Owner;

**User Notes:** 

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

#### § 5.1.7 Retainage

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

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

5%

#### § 5.1.7.1.1 The following items are not subject to retainage:

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

Not Applicable

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

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

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

(Paragraphs Deleted)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

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

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

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

#### § 5.3 Interest

Payments due and unpaid under the Contract shall not bear interest.

(Paragraph Deleted)

#### ARTICLE 6 DISPUTE RESOLUTION

#### § 6.1 Initial Decision Maker

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

(Paragraph Deleted)

[ ] Other (Specify)

#### § 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

[ <b>X</b> ]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[ ]	Litigation in a court of competent jurisdiction

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

#### ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

Not Applicable

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

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

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

#### § 8.2 The Owner's representative:

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

Aaron Church Purchasing Department, Suite 31 130 West Innes Street Salisbury, NC 28144 don.bringle@rowancountync.gov

#### § 8.3 The Contractor's representative:

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

Jeff Taylor 5616 Old Pineville Road Charlotte, NC 28217 jtaylor@interstateroofingco.com

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

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup>\_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

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

(Paragraphs Deleted)

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.4

(Paragraph Deleted)

#### Drawings

Number	Title	Date
00 01 15	List of Drawings contained in REI Project Manual	September 2, 2022
	entitled "Rowan County Facilities Services Roof	
	Replacement"	

#### .5 Specifications

Section	Title	Date
00 01 10	Table of Contents contained in REI Project Manual entitled	September 2, 2022
	"Rowan County Facilities Services Roof Replacement"	

#### .6 Addenda, if any:

Number	Date	Pages
1	October 3, 2022	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

Init.

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User Notes:

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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	( )ti	ner	Ex	hıl	hite

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

(Paragraphs Deleted)

(Table Deleted)

**.8** Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary Conditions	September 2, 2022	5

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201<sup>TM</sup>\_2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Not Applicable

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

OWNER (Signature)	CONTRACTOR (Signature)
Aaron Church, County Manager	Jeff Taylor, Vice President
(Printed name and title)	(Printed name and title)

**User Notes:** 

(3B9ADA4B)

### Additions and Deletions Report for

AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:54:49 ET on 10/07/2022.

#### PAGE 1

**AGREEMENT** made as of the sixth day of October in the year Two Thousand Twenty-Two

...

Rowan County
Purchasing Department, Suite 31
130 West Innes Street
Salisbury, NC 28144

...

Interstate Roofing Co. Inc. 5616 Old Pineville Road Charlotte, NC 28217

...

Rowan County Facilities Services Roof Replacement 425 Airport Road
Salisbury, NC 28147

...

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

#### PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

#### PAGE 3

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

...

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

Portion of Work

#### **Substantial Completion Date**

...

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

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be <u>Five Hundred Thirty Six Thousand Nine Hundred</u> (\$ 536,900.00 ), subject to additions and deductions as provided in the Contract Documents.

...

#### Not Applicable

...

#### Not Applicable

...

1. Repair 10 CF of Unsuitable Concrete Roof Deck.	\$3,000.00
2. Provide 10 SF of Steel Plate over abandoned openings in Concrete Deck.	\$ 800.00
3. Replace 60 CF of Deteriorated Lightweight Concrete Fill.	<u>\$6,000.00</u>
4. Replace 800 SF of Wet or Deteriorated 5/8" Type X Gypsum Substrate.	\$1,600.00
5. Replace 1200 BF of Wet or Deteriorated Existing Insulation.	\$2,700.00
6. Replace 50 BF of Deteriorated Wood Blocking.	<u>\$ 400.00</u>
7. Replace 100 SF of Deteriorated Plywood.	\$ 650.00

...

1. Repair Unsuitable Concrete Roof Deck.	<u>CF</u>	\$300.00
2. Provide Steel Plate over abandoned openings in Concrete Deck.	<u>SF</u>	\$ 80.00
3. Replace Deteriorated Lightweight Concrete Fill.	<u>CF</u>	<u>\$100.00</u>
4. Replace Wet or Deteriorated 5/8" Type X Gypsum Substrate.	<u>SF</u>	<u>\$ 2.00</u>
5. Replace Wet or Deteriorated Existing Insulation.	$\underline{\mathrm{BF}}$	<u>\$ 2.25</u>
6. Replace Deteriorated Wood Blocking.	<u>BF</u>	<u>\$ 8.00</u>
7. Replace Deteriorated Plywood.	<u>SF</u>	<u>\$ 6.50</u>

#### PAGE 4

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

§ 4.6 Other:

..

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

...

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

...

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

...

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

..

#### PAGE 5

<u>5%</u>

...

Not Applicable

...

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

the surety shall release to the contractor all retainage on payments held by the owner: (i) the owner receives a certificate of substantial completion for the Engineer in charge of the project; or (ii) the owner receives beneficial occupancy or use of the project. However, the owner may retain sufficient funds to secure completion of the project or corrections on any work. If the owner retains funds, the amount retained shall not exceed two and one half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

...

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

•••

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

#### PAGE 6

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

...

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

...

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

...

%

...

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

•••

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

...

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

#### Not Applicable

#### PAGE 7

Aaron Church
Purchasing Department, Suite 31
130 West Innes Street
Salisbury, NC 28144
don.bringle@rowancountync.gov

...

Jeff Taylor
5616 Old Pineville Road
Charlotte, NC 28217
jtaylor@interstateroofingco.com

...

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

...

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

...

#### § 8.7 Other provisions:

...

.2 AIA Document A101<sup>TM</sup>–2017, Exhibit A, Insurance and Bonds -(Not Applicable)

..

4 AIA Document E203<sup>TM</sup> 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

•••

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

...

#### .5—Drawings

00 01 15 **List of Drawings** September 2, 2022 contained in REI Project Manual entitled "Rowan **County Facilities** Services Roof Replacement" -.5 Specifications Title Section Date 00 01 10 Table of Contents contained in REI Project Manual September 2, 2022 entitled "Rowan County Facilities Services Roof Replacement" **Title** Section **Date Pages** .7—.6 Addenda, if any: October 3, 2022 PAGE 8 .8 Other Exhibits: [-] AIA Document E204<sup>TM</sup> 2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.) The Sustainability Plan: **Title Date Pages** 

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User Notes:

### Certification of Document's Authenticity

AIA® Document D401 ™ - 2003

22

(Signed)			
(Title)			
(Dated)			

## 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:** 10/10/22

**SUBJECT:** 2022 Principal Expense Report - Short Form for Q3 Lobbying

The purpose of the "2022 Principal Expense Report Form—Zero Expense Short Form" is to disclose reportable lobbying expenditures to the State of North Carolina. The Q3 report is for the quarter ending September 30, 2022 and must be submitted to the Lobbying Compliance Division of NC Secretary of State by October 21, 2022. By signing the form, the County Manager "certifies that the principal [Rowan County] has no expenditures pursuant to GS  $\S120C-403(b)(5)$  other than payment for services to report for this quarterly period."

It is recommended that the Board of Commissioners approve the County Manager to sign and have notarized the "2022 Principal Expense Report Form—Zero Expense Short Form" for the quarter ending 9/30/22.

#### **ATTACHMENTS:**

DescriptionUpload DateTypeQ3 2022 Principal Expense Report Form—<br/>Zero Expense Short Form10/10/2022Cover Memo

Signature of Report Preparer:



#### Elaine F. Marshall, Secretary of State 2022 Principal Expense Report Form – Zero Expense Short Form

Amended Report: (Check if amending previously filed report.) 

Original Report Tracking #\_\_\_\_\_\_

Complete Name of Principal: Rowan County

If the registered lobbyist principal has directed any lobbyist listed below to lobby on behalf of an unregistered associated entity, the principal must complete and attach Schedule PR-QAE to this quarterly report. The absence of such attachment constitutes the authorized officer's affirmative statement under oath that there are no such unreported associated entities pursuant to G.S. §120C-403(b)(5) to disclose for the reporting period.

Name(s) of All Lobbyist(s) as Registered: <u>Harrison J. Kaplan, Dylan Reel, Dylan Frick, Johnny L. Tillett</u>
<u>Include all lobbyists registered during any portion of this reporting period, including interim resignations/terminations</u>

You **must** mark one of these boxes or your form will be rejected. If you choose to deliver the paper original document to the Division, and fail to do so, the report will not be deemed filed until the date we receive it, which may make your report late. 18 NCAC 12 .0308.

- I choose to maintain the paper original inked, signed, and notarized lobbying expense report in my own records for three years as required by Administrative Rule 18 NCAC 12 .1301; OR
- ☐ I choose to deliver the paper original inked, signed, and notarized lobbying expense report to the Lobbying Compliance Division of the Secretary of State within seven days as required by Administrative Rule 18 NCAC 12 .0214.

#### IMPORTANT INSTRUCTIONS FOR PRINCIPAL OFFICER AND NOTARY

ALL BLANKS **MUST** BE COMPLETED WITH THE PRINTED NAME OF THE PRINCIPAL ENTITY. THE AUTHORIZED OFFICER **MUST** SIGN AND DATE THE REPORT TO CERTIFY THE REPORT IN THIS SECTION. FOR QUARTERLY REPORTS UNDER OATH, VENUE (STATE AND COUNTY WHERE NOTARIZED) AND JURAT **MUST** BE COMPLETED. THE SIGNATORY OFFICER **MUST** BE ONE OF THE PERSONS OF RECORD WITH THE LOBBYING COMPLIANCE DIVISION FOR REPORTING PURPOSES IN THE CURRENT YEAR OF THE REPORT. **WARNING**: INCOMPLETE CERTIFICATION OR NOTARIZATION MAY RESULT IN REJECTION OF THE REPORT.

STATE OFNorth Carolina	(	Must be filled in)			
COUNTY OF Rowan	(	(Must be filled in)			
The undersigned as an authorized officer of given, or on his/her own behalf as an individ pursuant to G.S. § 120C-403 other than pay (including any attachments hereto) is true, c	ual principal, being first duly ment for services to report f	sworn, hereby certifies to this quarterly period an	hat the principal has no expend nd that all information contained	itures	
	Aaron Church				
Signature of Authorized Officer	Printed name of Auth	orized Officer	Date		
Sworn to (or affirmed) and subscribed before	e me, this day of		, 20		
Signature of Notary Public					
Printed Name of Notary Public					
My commission expires:	·	(NOTARY \$	STAMP OR SEAL)		
Printed Full Name of Report Preparer:	Ann Kitalong-Will				

You only have to sign as the report preparer if: (1) you are not the person required to file the report, **and** (2) you exercised discretion and independent judgment in filling it out. THE AUTHORIZED OFFICER **MUST** SIGN THE OATH ABOVE. THE SIGNATORY OFFICER'S SIGNATURE IS NOT REQUIRED IN THIS SECTION AND SIGNATURE HERE IS NOT SUFFICIENT TO CERTIFY REPORT UNDER OATH.

#### FOR INFORMATIONAL USE ONLY: DISCARD BEFORE FILING.

- Expense reports are due quarterly, regardless of whether reportable expenditures are made, no later than <u>15</u> business days after the end of the calendar quarter.
- Do not use a zero expense report form for a monthly report or for a quarterly report that requires incorporation of a prior monthly report. Incomplete reports may be rejected.
  - In addition, any reportable expenditure incurred while the General Assembly is in session with respect to lobbying legislators and legislative employees is reportable monthly no later than **10** business days after the end of the month.
  - The information reported on any monthly report should be incorporated by reference on the long quarterly report form in the space provided.
- NCGS § 120C-401(f) states: Each report required by this Article shall be in the form prescribed by the Secretary of State and filed electronically.
- You may submit the completed (notarized) reports that have been electronically filed at https://www.sosnc.gov/

but do not have an electronic notarization to the Department by one of the following methods:

- ➤ (1) By United States mail addressed to the Lobbying Compliance Division, NC Secretary of State, Post Office Box 29622, Raleigh, North Carolina 27626-0622, postmarked within seven calendar days of the electronic filing,
- (2) By hand-delivery in person or by a designated delivery service authorized pursuant to NCGS §1A-1, Rule 4, to the Lobbying Compliance Division, NC Secretary of State, 2 South Salisbury Street, First Floor, Raleigh, NC 27601-2903, by 5:00 PM within seven calendar days of the electronic filing, in the case of hand-delivery in person, or postmarked by the authorized delivery service in the case of delivery within seven calendar days of the electronic filing;
- If you have an electronic notarization, submit completed reports electronically with electronic notarization transmitted to the Department by 11:59 PM of the filing deadline.
- Any document attached to the filing other than the Department's form, must be compatible with, or convertible to Microsoft Word.
- Please choose which kind of record keeping method you are utilizing for this report.

# 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:** 10/17/2022

**SUBJECT:** Refund of Fees

Per the refund policy approved by the Board of Commissioners on September 8, 2020, any refund over \$2,500 requires Board approval. Please see the attached ambulance refund of \$2,501.81 payable to Terri Sides.

Board of Commissioners to authorize the payment of \$2,501.81 to Terri Sides.

# **ATTACHMENTS:**

DescriptionUpload DateTypeRefund Request10/10/2022Backup Material

# **Process Refund Request**

EMS Management and Consultants, Inc. PO BOX 863\*LEWISVILLE NC 27023-0863 (800) 814-5339

Provider: Rowan County Ambulance Date: 9/29/2022

Patient Name: Your Trip #: 1915626

Social Security: Our Trip #: 19-1517499

Member ID Number: Date of Service: 2019-10-22

Primary Payor:

2019-11-01         Charge         450.00         450.00           2019-11-22         Payment - Medicare         0.00         450.00         NC MEDICARE         637885           2019-11-22         Payment - Medicare         0.00         450.00         NC MEDICARE         637885           2020-07-07         Payment - Medicare         -99.44         350.56         NC MEDICARE         894310           2020-07-07         Payment - Medicare         -279.96         70.60         NC MEDICARE         894310           2020-08-03         Payment - Insurance         -25.37         45.23         AARP HEALTHCARE MCR SUPPLEME         155154           2020-08-03         Payment - Insurance         -71.42         -26.19         AARP HEALTHCARE MCR SUPPLEME         155154           2020-09-01         Payment - Insurance         0.00         -26.19         VA-VA (FB) SALEM         910559           2021-04-20         Charge         168.00         141.81         1         VA-VA (FB) SALEM         127693           2021-07-08         Payment - Insurance         0.00         141.81         VA-VA (FB) SALEM         127693           2021-07-08         Payment - Insurance         0.00         141.81         VA-VA (FB) SALEM         127693           2021-07-0	Account State	ement				
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2022-09-12       Payment - Patient       -1,180.00       -2,360.00       BILL PATIENT       672750         2022-09-29       Refund - Patient       2,501.81       141.81         2022-09-29       Mandated Contractual (CO253)       -2.03       139.78         2022-09-29       Mandated Contractual (CO253)       -5.71       134.07	2021-07-22	Payment - Credit Card	-141.81	0.00	BILL PATIENT	CC
2022-09-29       Refund - Patient       2,501.81       141.81         2022-09-29       Mandated Contractual (CO253)       -2.03       139.78         2022-09-29       Mandated Contractual (CO253)       -5.71       134.07	2022-09-05	Payment - Patient	-1,180.00	-1,180.00	BILL PATIENT	6727503552
2022-09-29       Mandated Contractual (CO253)       -2.03       139.78         2022-09-29       Mandated Contractual (CO253)       -5.71       134.07	2022-09-12	Payment - Patient	-1,180.00	-2,360.00	BILL PATIENT	6727503472
2022-09-29 Mandated Contractual (CO253) -5.71 134.07	2022-09-29	Refund - Patient	2,501.81	141.81		
	2022-09-29	Mandated Contractual (CO253)	-2.03	139.78		
2022.09.29 Manual C/A Medicare 41.16 92.91	2022-09-29	Mandated Contractual (CO253)	-5.71	134.07		
2022-00-20 Internation Modicard 41.10 92.91	2022-09-29	Manual C/A - Medicare	-41.16	92.91		
2022-09-29 Manual C/A - Medicare -92.91 0.00	2022-09-29	Manual C/A - Medicare	-92.91	0.00		

# Refund Details

Refund Amount: \$2,501.81

Notes: Patient Overpayment, Ordering Facility: Rowan County Ambulance

Please make check payable to: TERRI SIDES

# ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

#### **MEMO TO COMMISSIONERS:**

FROM: Shane Stewart DATE: October, 7, 2022

**SUBJECT:** Quasi-judicial Hearing for SUP 03-22: Network Building and Consulting

On behalf of their client Amazon Kuiper Infrastructure, LLC., Network Building and Consulting is requesting a special use permit for a wireless support structure in the form of a satellite earth base station that will provide high speed internet service on a vacant 1.11 acre parcel identified as Parcel ID 568-022 located at the 300 block of Upright Road zoned Rural Agricultural (RA). See attachments for additional information.

- 1. After chairman statement, sworn oath to those testifying
- 2. Receive staff report
- 3. Petitioner statements, if any
- 4. Statements by others sworn in
- 5. Close hearing
- 6. Consider 3 findings of fact with separate motions on each
- 7. Motion to approve, approve with conditions, table, or deny SUP 03-22.

#### **ATTACHMENTS:**

Description	<b>Upload Date</b>	Туре
Chairman's Speech	10/6/2022	Exhibit
Staff Report	10/7/2022	Exhibit
Project Information Description	10/7/2022	Exhibit
Site Plan	10/7/2022	Exhibit
GIS Map	10/7/2022	Exhibit
Photo Simulations	10/7/2022	Exhibit
FCC Docs	10/7/2022	Exhibit
Consultant Review	10/7/2022	Exhibit
Application	10/7/2022	Exhibit
Procedural Checklist	10/7/2022	Exhibit

# SUP 03-22 CHAIRMAN'S SPEECH

The hearing for consideration of SUP 03-22 is now in session and will focus on an application submitted by Network Building and Consulting to construct a satellite earth base station for high speed internet service on Tax Parcel 568-022 located at the 300 block of Upright Road.

If you feel that any member of the Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

- 1. Approve the permit as requested or with additional conditions;
- 2. Continue the request; or
- 3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept **sworn** testimony. **No** hearsay evidence is admissible.

**Shane Stewart** will present the case for the County.

# DEPARTMENT OF PLANNING & DEVELOPMENT

OCTOBER 6, 2022

STAFF CONTACT: SHANE STEWART



# **SUP 3-22: Network Building & Consulting**

REQUEST: Wireless
Support Structure –
Satellite Dish Antennas for
Internet Service

**Parcel ID:** 568-022

**Location:** 300 Block Upright Rd. Mt. Ulla

Acreage: Apx. 1.11 AC

Zoning: RA

Floodplain: N/A

<u>Watershed:</u> WS II BW (Back Creek / Sloans Creek)

Owner: Williams
Communications Inc.

Applicant: Network
Building and Consulting
(NB+C) on behalf of
Amazon Kuiper
Infrastructure, LLC.

**Existing Use:** Vacant. Former fenced compound for utility

On behalf of their client Amazon Kuiper Infrastructure, LLC., Network Building and Consulting is requesting a special use permit for a wireless support structure in the form of a satellite earth base station that will provide high speed internet service on a vacant 1.11 acre parcel identified as Parcel ID 568-022 located at the 300 block of Upright Road zoned Rural Agricultural (RA). Per section 21-60 (4)(a), this request is subject to the issuance of a special use permit, compliance with the associated six (6) specific special use criteria, and compliance with the six (6) general special use criteria.

By the Zoning Ordinance definition, all applications for "wireless support structures" to this point have been in the form of monopole, lattice, or guyed structure a.k.a "cell towers" to serve voice / data services. Amazon is proposing a telecommunication facility featuring six (6) satellite dishes eight (8) feet in diameter each mounted on short poles with an overall height of less than fifteen (15) feet, which will serve as an earth "base station". Dishes will communicate with Amazon's network of low earth orbit satellites to provide "high quality, high speed internet access" to "the entire Rowan County boundary".

Planning staff encouraged the use of #57 stone over a geotextile fabric specified by the Zoning Ordinance as a pervious surface for this development proposed within a WSII BW area, which limits impervious coverage to 12%. If approved, staff will ensure documentation is provided to substantiate the completed stone base complies with this limitation for future reference.

SPECIAL USE
REQUIREMENTS:
SEC. 21-60 (4)(A)

1. New Wireless Support Structures. Applicants are encouraged to first investigate co-location opportunities on existing wireless support structures followed by consideration of preferred sites that minimize the impact on the North Carolina Scenic Byway corridor within the search ring.

Unlike a typical wireless support structure application which provide a "search ring" where a new facility is needed, this facility appears to have much more freedom in choosing a location less other extenuating parameters (e.g. proximity to fiber, Federal Communications Commission (FCC) interference standards). Page 2 and 3 of the enclosed project information include a general description of sites considered along with a simple explanation of why nearby towers are not suitable / practical for the dishes. This criterion is intended to address the unnecessary proliferation of towers when the existing inventory can address a provider's need. Staff have no concerns regarding the degree of information provided. Sloan Road is part of the Millbridge Scenic Byway, which will be addressed in the below criteria regarding visual impacts.

- a. Site plan containing information from section 21-52 and 21-60 (4) A 3 i v. All required information provided.
- b. Photos and simulations. NB+C provided two (2) photos along Sloan Road and two (2) along an adjacent private driveway to the site's rear along with the simulated ten (10) foot metal fence and proposed landscaping. This property is located on a high point which slopes to drainage areas east and west eventually meeting Sills Creek to the north while land extending to Sloan Road are slightly lower in elevation.
- c. Tower capable of accommodating five (5) users and co-location policy. N/A.
- **2.** Tower heights and types. The support structures and dishes will be well under the allowable 199' height.
- **3. Provisions for tower safety.** These dishes will not have a typical fall zone. If approved, staff will require an engineered certification for compliance with ANSI / TIA and the purported "fall zone" within the fenced limits as applicable for a satellite dish.
- **4. Retention of consultant.** Rowan County's telecommunication consultant City Scape provided their review and assessment of the request concluding the application meets the ordinance standards and offered four (4) conditions of approval should the Commission elect to approve the request.
- **5. Obstruction lighting and marking.** N/A. This section only applies to high hazard towers.
- **6. FCC license.** Amazon has applied for their FCC license and will have prior to operation.

# EVALUATION CRITERIA: SEC. 21-59

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria (see applicant responses on pages 3-4 of the project information sheet):

- Adequate transportation access to the site exists. Upright Road (SR# 1769) is a publicly maintained gravel road approximately fifteen (15) foot in width providing access to a half-dozen homes from the Sloan Road intersection to the bridge over Sills Creek. NCDOT indicated they had no concerns with the request but will require a driveway permit if approved.
- 2. The use will not significantly detract from the character of the surrounding area. The immediate and general vicinity is dominated by active croplands and limited residential development. The property is located between a 200 foot Duke Power transmission line right of way and 100 foot Transcontinental gas pipeline right of way. Additionally, this facility would be located within 100 feet of the adjacent VYVX Inc. fiber optic communications facility associated with Williams-Transco, which currently contains one satellite dish for company communications.
- 3. <u>Hazardous safety conditions will not result.</u> Development will be subject to compliance with FCC rules and certifications noted in section #3 above.
- 4. <u>The use will not generate significant noise, odor, glare, or dust.</u> As best staff understands the operation, this unmanned facility should not generate impacts in these areas.
- 5. Excessive traffic or parking problems will not result. N/A.
- 6. Use will not create significant visual impacts for adjoining properties or passersby. According to City Scape, it is possible the applicant could illustrate to the FCC the metal fence is not necessary to address potential Radio Frequency (RF) interference with other users operating on the same frequency. However, staff recommended the applicant use the color green for the proposed ten (10) foot metal fence and plant for (4) foot evergreen shrubs [False Holly or equivalent] spaced five (5) feet on center to address visual impacts. The nearest home (275 Upright Rd.) is located approximately 675 feet from the fenced limits while Sloan Road [NC Scenic Byway] is located approximately 1,100 feet away and slightly lower in elevation. While the dishes will protrude above the fence and allowed vegetation growth of ten (10) foot by a few feet, visibility impacts should be minimal considering item #2 above.

**PUBLIC NOTICE** 

October 5, 2022 – Mailed notice to three (3) adjoining land owners (generally within 100 feet of the subject

property).

October 5, 2022 – Sign posted on property.

**FINDINGS OF FACT** 

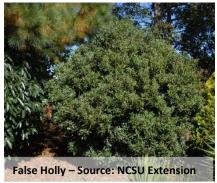
The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:



- 1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.
- 2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.
- 3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

See enclosed checklist to guide decision. Planning Staff will provide example findings for consideration at the hearing.

While not a conventional "wireless support structure", the same criteria apply to this request less the noted exception regarding analysis of existing towers or preferred sites within a "search ring". Plans include the staff encouraged evergreens to screen three (3) sides of the proposed solid metal fence surrounding the facility. If approved, staff would encourage consideration of the following conditions of approval:



- Prior to permitting, Applicant shall provide a structural
  analysis report by a registered North Carolina structural engineer certifying that the
  satellite dishes will comply with ANSI/TIA-222 G or H standards and the fall radius within
  the lease area.
- 2. If an emergency power backup generator is to be used, its noise level shall not exceed 65dBa at the nearest property edge. Testing shall be limited to the hours between 9:00 A.M. and 4:00 P.M., (Monday through Friday).
- 3. Clearly visible signs warning of potential RF exposure risk shall be affixed to the compound fence in accordance with FCC Rules and Regulations and OET Bulletin 65.

- 4. No advertising shall be posted on the compound fence.
- 5. Provide PE certification and as-built documentation substantiating the total built-upon area square footage does not exceed 12% of the property acreage outside the right of way.

# **ENCLOSURES**

- Application
- Project Information Description
- Site Plan
- Photo Simulations
- GIS Map
- Consultant Review
- FCC Documents
- Procedural Checklist



# **APPLICATION FOR SPECIAL USE PERMIT**

# **PROJECT INFORMATION:**

# **Applicant Information:**

Amazon Kuiper Infrastructure, LLC P.O. Box 80863 Seattle, WA 98108

# **Record/Owner/Land Owner Information:**

Williams Communications Inc #MD13B P.O. Box 22067 Tulsa, OK 74121

# **Representative Agent:**

Network Building + Consulting Attn: Matt Chaney 6095 Marshalee Drive, Suite 300 Elkridge, MD 21075 Email: mchaney@nbcllc.com

#### Name of Project:

CLT501 Mt. Ulla Communications Site

#### **Rural Address of Project:**

0 Upright Rd, Mt. Ulla, NC

# **Parcel Identification Number:**

568 022

# Twp/NBHD:

00801: Mt. Ulla 01

# **Property's Legal Description:**

1.25 AC

# TOTALLY COMMITTED.

# **PROJECT DESCRIPTION:**

Amazon Kuiper Infrastructure, LLC is in the process of deploying a satellite broadband network that will provide high quality, high speed internet access to communities that lack reliable internet access. As a first step in ensuring that residents of this County have access to this critical service, Amazon Kuiper is proposing to build an unmanned telecommunications facility compound that includes 6 ground-mounted dish antennas (less than 12.5' in total height) and 1 equipment cabinet. The facility will be located approximately 9 miles east of Mooresville and approximately 1 mile north of Mooresville Road on Upright Road. The compound area will be approximately 9,000 sq. ft. and surrounded by a corrugated metal fence for security. The facility will also have a 12' gravel access road for construction and maintenance that will run from Upright Road, through the existing Williams Communications parcel, to the proposed compound. The facility will be approximately 735' from the nearest residence and will be adjacent to the existing Williams Communications fiber hub located on the connected parcel immediately to the south.

# **STATEMENT OF PURPOSE AND COVERAGE OBJECTIVE:**

Amazon Kuiper Infrastructure, LLC ground stations ("gateways") are fully managed sites that connect ground-based fiber optic infrastructure to low earth orbit satellites. The COVID-19 pandemic highlighted the importance for fast, reliable internet service. Education, healthcare, small businesses and other critical sectors of the economy were sustained throughout the past few years due to access to broadband connectivity. Regardless of community location or population size, broadband availability will be a critical driver of economic development moving forward. Amazon's Project Kuiper is designed specifically to address the digital divide issues that rural communities face. The facility described in this application differs from more traditional communications facilities. A standard telecommunications site involves the placement of cellular towers or monopoles high above the ground, creating a coverage area that is limited by proximity to the tower or structure. With an Amazon Kuiper facility, the antennas are on the ground and directed up towards our network of satellites. By linking this facility with the rest of the Amazon Kuiper satellite network, Amazon will be creating a more expansive coverage area. All of Rowan County will benefit from this technology, from the more rural areas in the western half of Rowan County near this facility to residents and businesses in the southeast corner of the county and everything in between. Therefore, the entire Rowan County boundary will be able to utilize this new service offering.

### **SITE SELECTION ANALYSIS:**

Pursuant to Sections 21-56(6)(d) and 21-60(4)(a) of the zoning ordinance, Amazon began by considering nearby existing telecommunications structures for collocation. The closest two existing facilities are the American Tower-owned tower near Mooresville Rd and Caldwell Rd in Mt. Ulla and the SBA-owned tower at 490 G Goodnight Rd in Salisbury. However, unlike a traditional telecommunications facility, the nature of this Amazon Kuiper facility prevents collocation to these existing telecommunications towers from being a viable option. The wind load effect that the six 8' dishes would create would far surpass the existing structural capacity of these towers. This is especially true considering that the dishes need to be pointing at roughly the same azimuth (which would mean they would all need to be on the same side of the existing structure). In addition to the structural issue, hanging six 8' dish antennas high in the air would have a much greater visual impact to the surrounding area than placing them on the ground behind a fence. This prevents these existing towers from being viable options for this facility.

# TOTALLY COMMITTED.

With there being no suitable existing structures, Amazon considered whether there were any nearby preferred sites that would be suitable for this installation. The most important criteria for siting an Amazon Kuiper facility is an open area with clear line of site to the sky and access to nearby existing, significant fiber utilities. The following are the nearby preferred sites that were ruled out as not a viable location for this facility:

- Sloan Park (550 Sloan Road): This parcel is heavily wooded and would not provide a clear line of site to the sky
- Thyatira Presbyterian Church (220 White Road): This parcel is also heavily wooded, with the only non-wooded area being used for the cemetery.
- County Recycling Site (3282 Goodnight Road): While part of this parcel is being farmed and has a clear line of site to the sky, it does not have proximity to significant fiber services.
- Back Creek Presbyterian Church (2180 Back Creek Church Road): This parcel is also heavily wooded, with the only non-wooded area being used for the cemetery.
- West Rowan VFD Station 68 (235 Back Creek Church Road): While this small parcel abuts a farm field and may have clear line of site to the sky, it does not have proximity to significant fiber services.

With no preferred sites being found to be viable locations for this facility, Amazon evaluated other parcels in this area. By placing the Amazon Kuiper facility on the same parcel as the existing Lumen facility, this application limits the amount of disturbance to the surrounding community keeps similar uses together. This prevents the need for cutting a trench through any roads or disturbing right-of-way area on any other properties to bring utilities to the site, thus furthering the goals of the zoning ordinance.

# **COMPLIANCE WITH ZONING REGULATIONS:**

**ZONE:** RA-3 Rural Agriculture

# **IMPERVIOUS AREA:**

The gravel compound area around the antennas and equipment cabinet will be #57 Stone a minimum of 4" deep on top of a geotextile fabric to meet Rowan County's requirements for pervious surface.

	Acreage	Square Footage	# of Units	Total Sq Footage
Existing Parcel Size	1.11	48,351.6	1	48,351.6
Antenna Foundation Size	.001	64	6	384
Cabinet Foundation Size	.001	44	1	44
Equipment Total	.002	108	7	428

(Total square footage of equipment/Total square footage of parcel) x 100 (428 / 48,351.6) x 100 = .88%

#### **SECTION 21-59 – EVALUATION CRITERIA RESPONSES**

- 1) Adequate transportation access to the site exists:
  - o This unmanned facility will be accessible by a new access road off of Upright Road.



# TOTALLY COMMITTED.

- 2) The use will not significantly detract from the character of the surrounding area:
  - By placing this facility adjacent to the existing Lumen fiber facility, this application keeps similar uses together and maintains the existing character of the surrounding area.
- 3) Hazardous safety conditions will not result:
  - o All Amazon Kuiper facilities are properly licensed by the FCC. Additionally, this facility will meet all FCC guidelines related to RF emissions, as well as local, state, and federal safety regulations.
- 4) The use will not generate significant noise, odor, glare, or dust:
  - This facility will be unmanned and will not generate significant noise, odor, glare, or dust from the operation of the equipment.
- 5) Excessive traffic or parking problems will not result:
  - o This facility will be unmanned and will only require occasional, routine maintenance.
- 6) The use will not create significant visual impacts for adjoining properties or passersby:
  - The equipment will be surrounded by a 10' metal fence, which will be painted green to help it blend into the surroundings. In addition, a landscaping buffer (Osmanthus Heterophyllus aka False Holly) will be planted around the perimeter of the fence (spaced 5' apart) to add extra screening. The landscaping will be at least 4' in height at planting and will grow to an ultimate height of approximately 10'. Additionally, any small amount of the dish antennas that may be above the 10' fence will have their visibility greatly reduced or eliminated by virtue of the dishes being set 23' back from the fence and by the sitting at a higher elevation that most of the surrounding area (approximately 10' above Sloan Road).

#### CONTACT INFORMATION

NB+C ENGINEERING SERVICES, LLC 8601 SIX FORKS ROAD, SUITE 540 RALEIGH, NC 27615

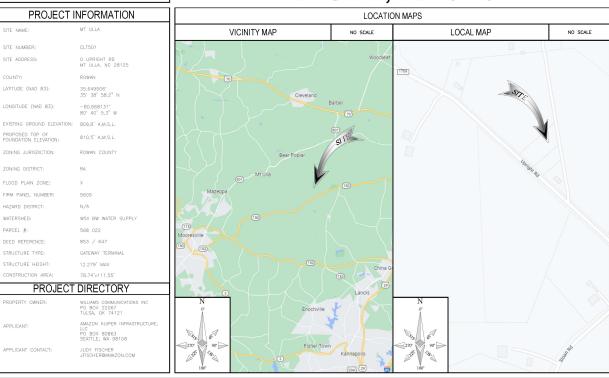
#### PROJECT DESCRIPTION

#### **GENERAL NOTES**

E FACILITY IS UMMANNED AND NOT FOR HUMAN HABITATION, A HINCAN MIL WHIT THE SIE AS FEDURED FOR ROUTINE NIEMANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT TURBANCE OR EFFECT ON DRAINAGE, NO SANTARY SEWER RVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND COMMERCIAL SIGNAGE IS PROPOSED.

# SITE NUMBER: CLT501 SITE NAME: **MT ULLA**

# **0 UPRIGHT RD MT ULLA, NC 28125**



#### APPLICABLE CODES

JURISDICTION: ROWAN COUNTY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF FOLLOWING CODES AS ADDPTED BY THE LOCAL GOVERNING AUTHORITIES, NOTHING IN CONFORMING TO THESE CODES.

- 2018 NORTH CAROLINA STATE BUILDING CODE (NCSBC)
- . 2020 NORTH CAROLINA STATE ELECTRICAL CODE (BASED ON 2020 NEC)

IN THE EVENT OF A CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

#### **APPROVALS**

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING EPPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS.

SITE ACQUISITION TPM: \_\_\_ CONSTRUCTION TPM: \_\_ SAT GROUND SYSTEM TPM: \_\_ CIVIL GROUND SYSTEM TPM:

> DRAWING INDEX SHEET TITLE REV D

#### 11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED



UNDERGROUND SERVICE ALERT 811 or 1-800-252-1166



amazon project kuiper

AMAZON KUIPER INFRASTRUCTURE, LLC PO BOX 80683 SEATTLE, WA 98108



PROJECT NO:	100898
DRAWN BY:	BPC
CHECKED BY:	BNR

REV	DATE	DESCRIPTION
A	05/24/22	ISSUED FOR REVIEW
В	06/13/22	ISSUED FOR REVIEW
С	08/12/22	ISSUED FOR REVIEW
D	09/01/22	ISSUED FOR ZONING
(		

MT ULLA

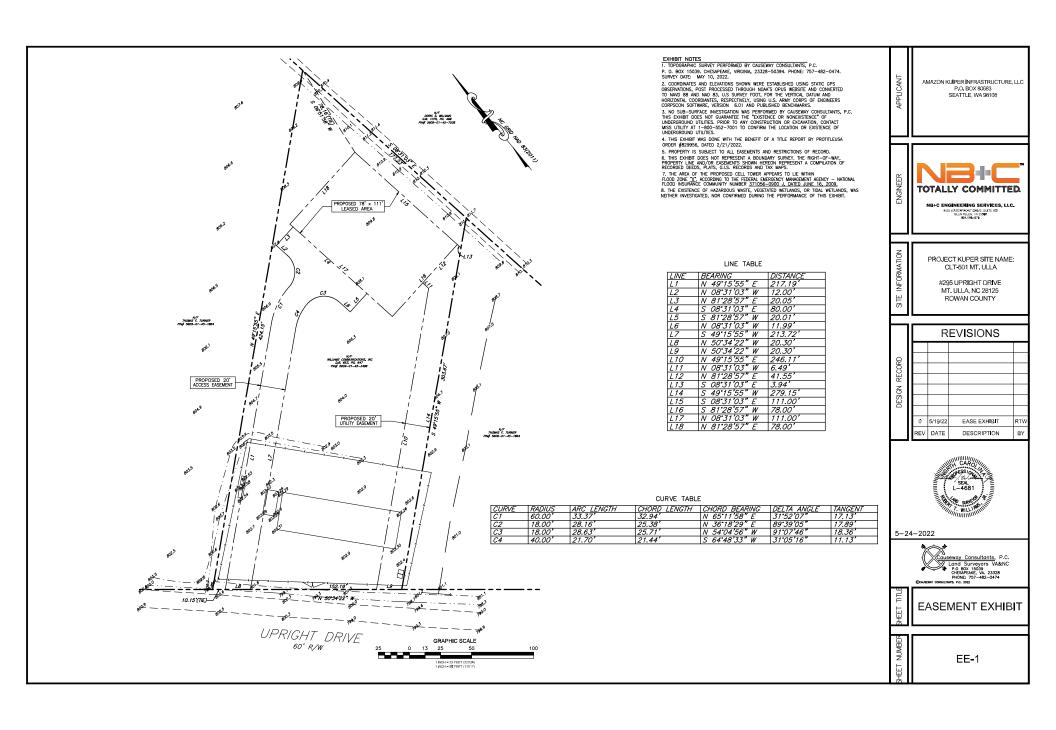
0 UPRIGHT RD MT ULLA, NC 28125 ROWAN

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1



#### GENERAL PROJECT NOTES

- 1. THE CONTRACTOR SHALL TOPSOIL AND SEED ALL DISTURBED AREAS.
- 2. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE—GROUND STRUCTURES AND/OR UTILITIES BELEVED TO EXIST IN THE WORKING AREA, EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PURIFICIALLY, IT ECONOMY CONTROL IS WANNED THAT THE EXACT OF VERY APPROXIMENT LOCATION OF VIOLENT PIPELMES. BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BUST, CALL B11.
- THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS.
  THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.
- 5. THE CONTRACTOR SHALL RESTORE ALL PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO AT LEAST AS GOOD OF CONDITION AS BEFORE DISTURBED AS DETERMINED BY THE ENGINEER.
- 6. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
- THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPPRISON OF A STATE LICENSED SURVEYOR.
- 8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS, AND COORDINATE WORK WITH ALL CONTRACTS FOR THE SITE.
- ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT REQUIREMENTS OF ALL GOVERNING JURISDICTIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.
- 11. ALL UTILITY WORK INVOLVING CONNECTIONS TO EXISTING SYSTEMS SHALL BE COORDINATED WITH THE ENGINEER AND THE UTILITY OWNER. NOTIFY THE ENGINEER AND THE UTILITY OWNER 24 HOURS BEFORE EACH AND EVERY CONNECTION TO EXISTING SYSTEMS IS MADE.
- 12. MAINTAIN FLOW FOR ALL EXISTING UTILITIES.
- 13. ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- 14. CONTRACTOR TO GRADE ALL AREAS ON THE SITE TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE COMPOUND.
- 15. THE CONTRACTOR SHALL MAKE TES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP AS-BUILT PLANS. SHALL BE REVIEWED BY THE OWNER AND THE OWNERS REPRESENTAINES, AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OF ADMISSIONS TO THE SATISSACTION OF THE OWNER AND THE OWNERS REPRESENTATIVES BEFORE UTILITIES WILL BE ACCEPTED. AS-BUILTS SHALL INCLUDE ALL POWER, FIBER, GROUNDING, OTHER UTILITIES AND STRUCTURES.

#### GENERAL CONSTRUCTION NOTES

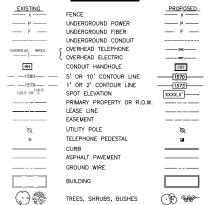
#### 1. GENERAL

- A. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
- B. CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FALLURE TO EXACTLY LOCATE AND PRESERVE UNDERGROUND UTILITIES.
- C. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE OWNER, IN WRITING, PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE APPROVAL.
- D. EACH CONTRACTOR SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.

#### 2. SAFETY NOTES:

- A. THE CONTRACTOR WILL ADHERE TO ALL SAFETY REGULATIONS, LOCAL, STATE AND FEDERAL.
- B. THE CONTRACTOR WILL CONDUCT DAILY SAFETY MEETINGS IN ADDITION TO WEEKLY SAFETY MEETINGS. THESE REPORTS WIIL BE MADE AVAILABLE TO THE OWNER UPON REQUEST.
- C. ALL WORKERS & VISITORS TO THE SITE SHALL WEAR HARD HATS & ANY OTHER SAFETY EQUIPMENT REQUIRED BY THE WORK BEING PERFORMED ON THE SITE.

#### CIVIL LEGEND



#### **ABBREVIATIONS**

- REPRESENTS DETAIL NUMBER - REF. DRAWING NUMBER

CIGBE MIGB GPS TYP. DWG BEG W/ CCAB C C SS G AWG RGS AHJ UNO	COAX ISOLATED GROUND BAR EXTERNAL MASTER ISOLATED GROUND BAR TYPICAL DIPOLAL DIPOLA
EG TG	EXISTING GRADE ELEVATION TOP OF GRAVEL ELEVATION
TF	TOP OF FOUNDATION ELEVATION

#### GROUNDING SYMBOLS

- GROUND ROD
- WELDED OR MECHANICAL CONNECTION
- CONNECTION WITH ACCESS WELL
- GROUND ROD WITH ACCESS
- # INDICATES CODED NOTE

#### ELECTRICAL SYMBOLS

- ♦ RECEPTACLE
- (#) INDICATES CODED NOTE
- □ INDICATES DISCONNECT SWITCH

#### amazon project kuiper

AMAZON KUIPER INFRASTRUCTURE, LLC PO BOX 80683 SEATTLE, WA 98108



100898
BPC
BRN

$\overline{}$		
D	09/01/22	ISSUED FOR ZONING
С	08/12/22	ISSUED FOR REVIEW
В	06/13/22	ISSUED FOR REVIEW
A	05/24/22	ISSUED FOR REVIEW
REV	DATE	DESCRIPTION
`-		

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CLT501

MT ULLA

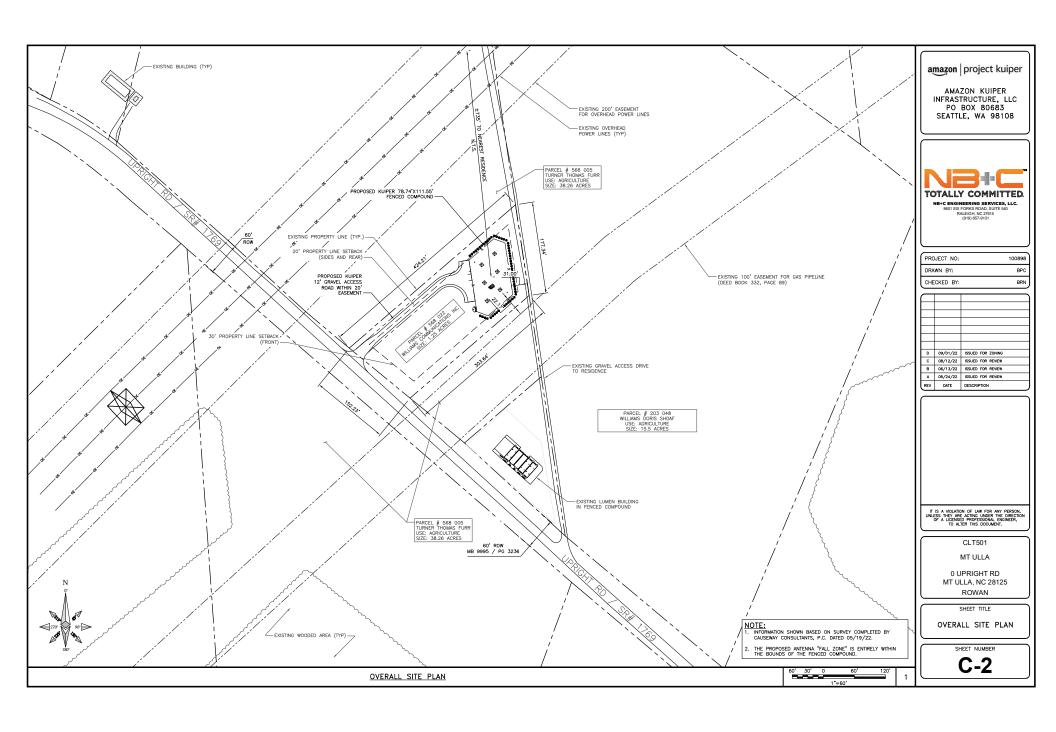
0 UPRIGHT RD MT ULLA, NC 28125 ROWAN

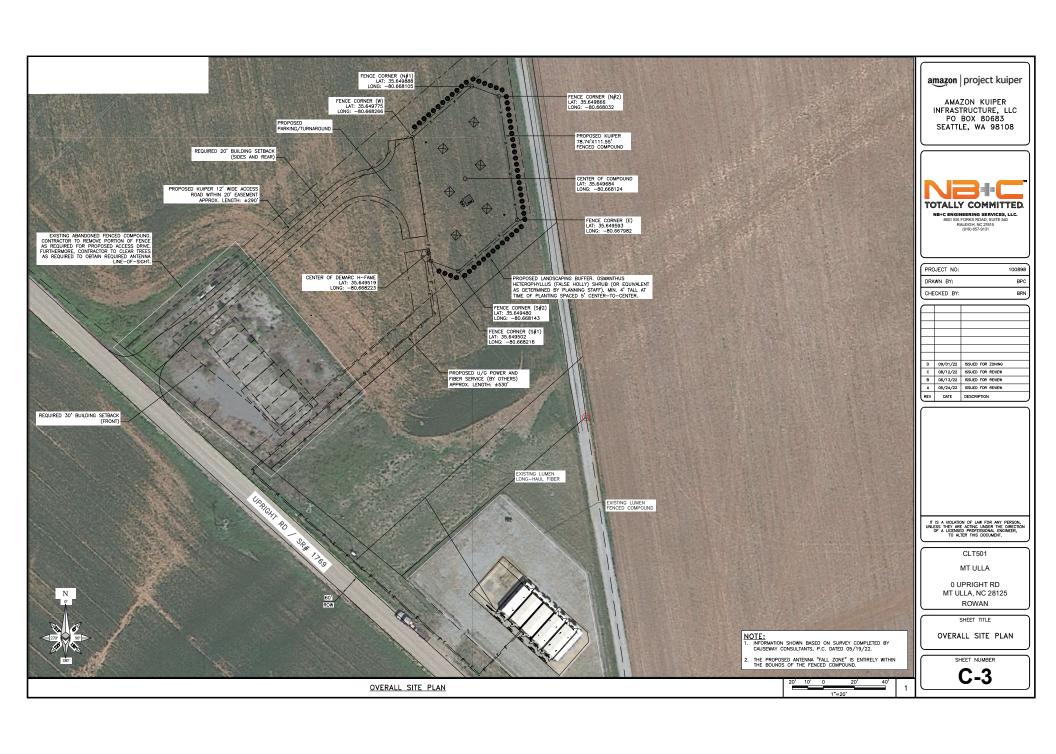
SHEET TITLE

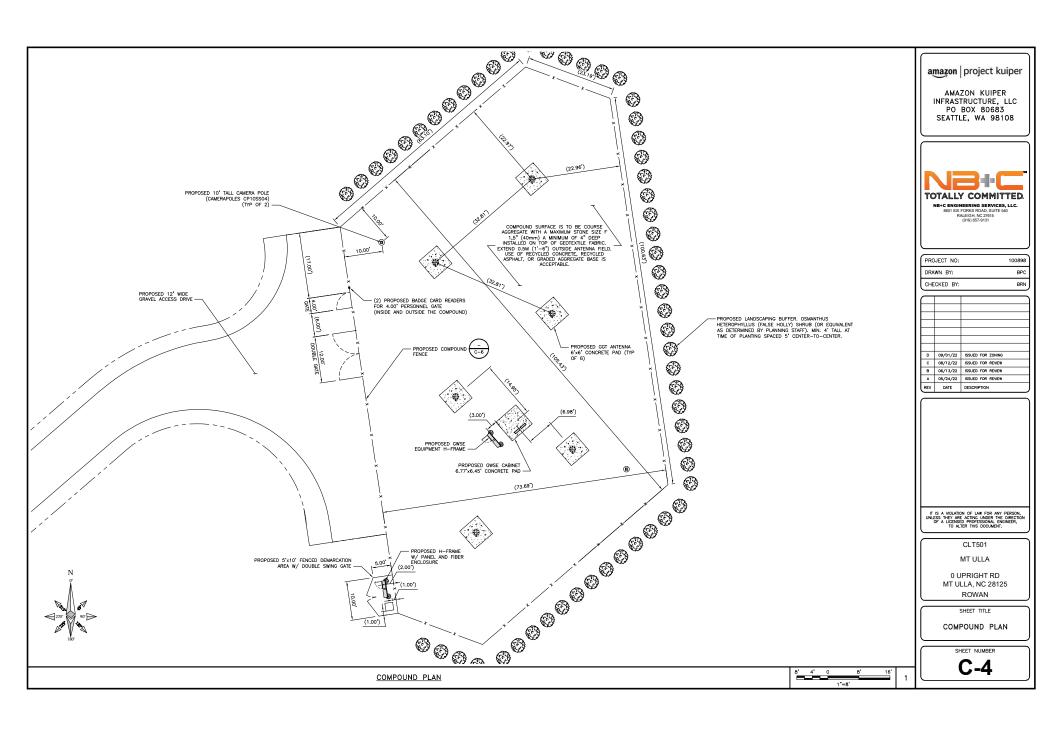
GENERAL NOTES & LEGEND

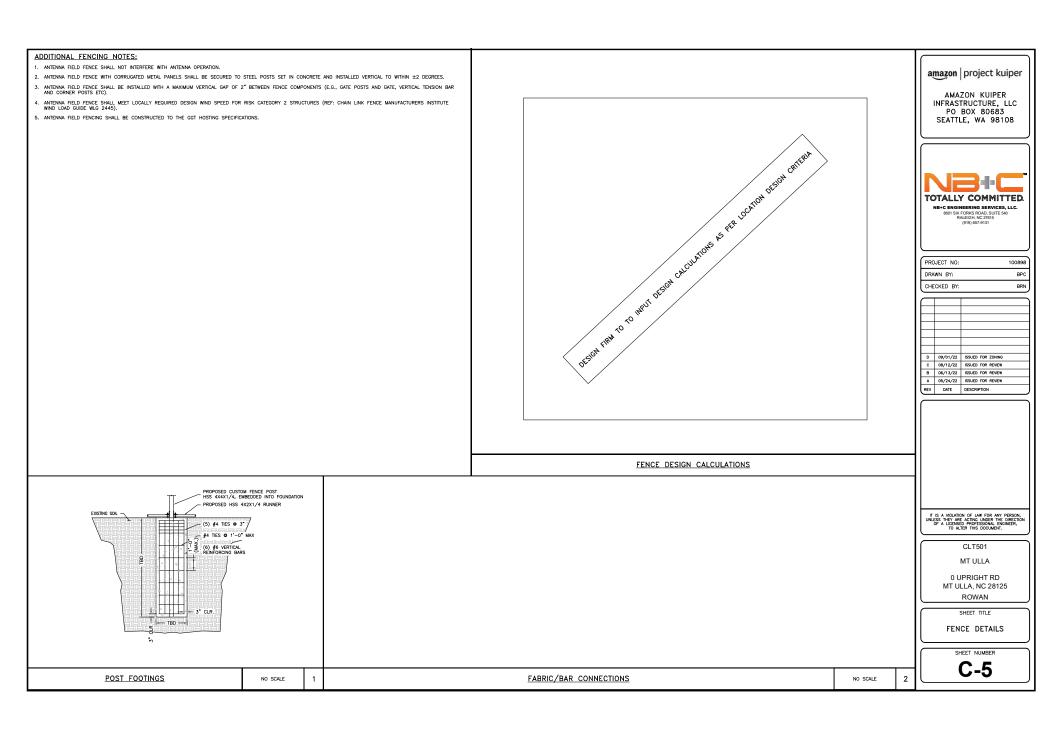
SHEET NUMBER

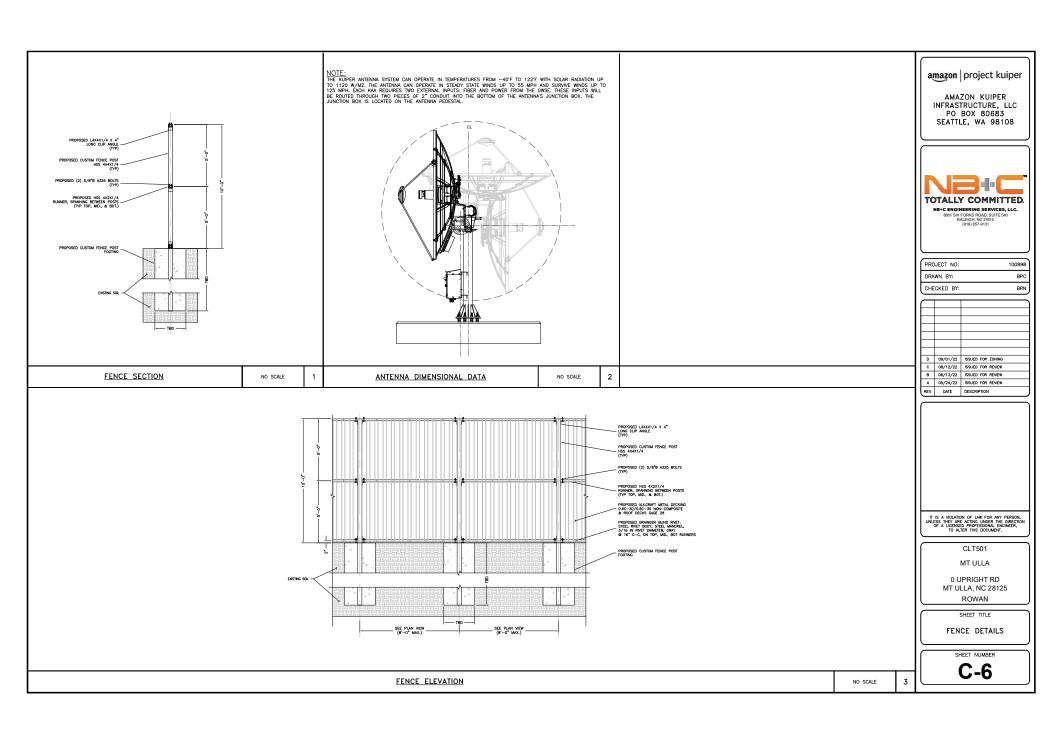
**C-1** 





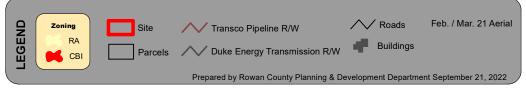


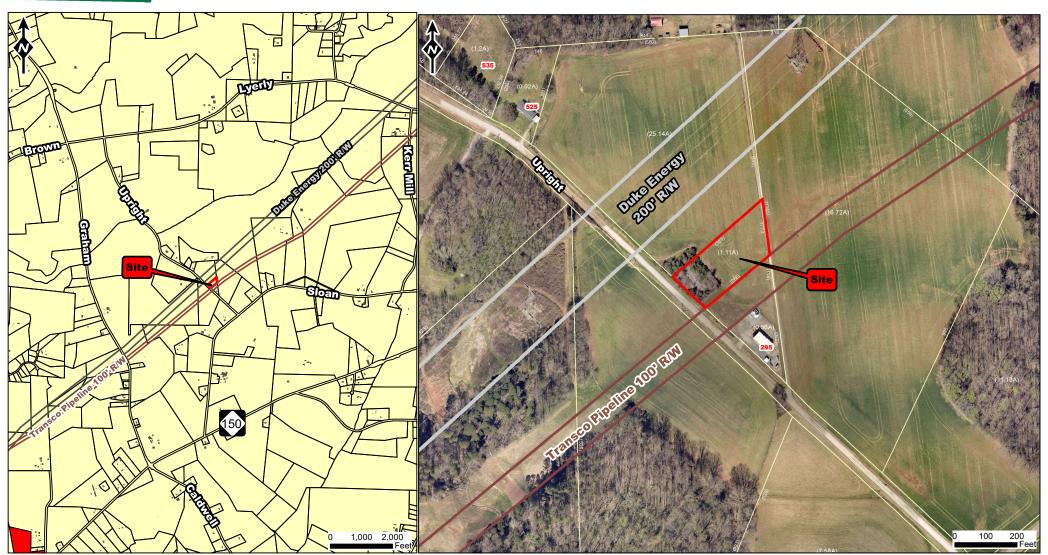






# SUP 03-22: Network Building & Consulting

























October 5, 2021

#### **VIA IBFS**

Ms. Marlene H. Dortch Secretary Federal Communications Commission 45 L Street, NE Washington, DC 20554

**Re:** Kuiper Systems LLC

IBFS File No. SES-LIC-20210409-00635

Dear Ms. Dortch:

Kuiper Systems LLC, a wholly-owned subsidiary of Amazon.com Services LLC (collectively "Amazon"), respectfully submits this letter in response to the Commission's requests for additional information concerning Amazon's application to operate a gateway earth station located in Mount Ulla, North Carolina. Specifically, the Commission requested supplementary information regarding shielding, number of antennas, antenna height and position, consideration of state highways in relation to Amazon's power flux-density ("PFD") contour, generation of Amazon's PFD contours, and clutter category used in Amazon's section 25.136 analysis. We provide the requested information below.

#### **Shielding Information**

Amazon will install a non-perforated corrugated metal fence which will surround the earth station and provide radiofrequency shielding. The fence will consist of a frame (made according to local code requirements) covered with an outer layer made of corrugated steel or aluminum. Most frames will be constructed from metal poles or pressure treated lumber. The fence's outer layer will be constructed of solid corrugated metal panels fastened with screws to the frame. The fence will be at least 3.048 meters (10 feet) in height and will be located at a minimum distance of 6.5 meters from the antenna. As noted in the application, this shielding solution will provide a minimum of 15 dB of attenuation on the gateway transmissions—a conservative assumption as Amazon anticipates that a higher attenuation is more likely.

The achieved shielding attenuation is partially a function of the difference in heights between the antenna centerline and the shielding fence. Amazon performed two types of analyses to determine the expected shielding attenuation using various antenna and shielding heights. First, Amazon considered the shielding attenuation using a single knife-edge obstacle diffraction model in accordance with ITU-R

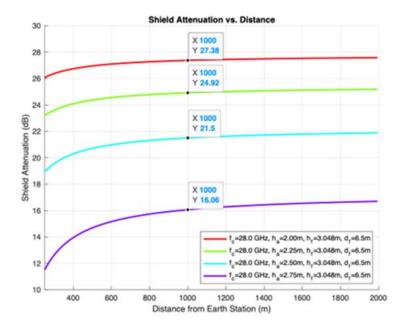
<sup>&</sup>lt;sup>1</sup> See Application of Kuiper Systems LLC, IBFS File No. SES-LIC-20210409-00635 (filed Mar. 31, 2021), https://bit.ly/3ikd2au.

<sup>&</sup>lt;sup>2</sup> See 47 C.F.R. § 25.136.

Recommendation P.526-15. Second, Amazon computed the differences in electromagnetic field strengths at the horizon with and without fencing using commercial software (TICRA Tools GRASP) implementing 3-D numerical techniques.

The antenna centerline height varies depending on the antenna elevation and azimuth angles because of its 2-axis X/Y mount design. The antenna centerline height listed in Amazon's coordination notice (Exhibit C), 2.74 meters, is the height of the reflector center when pointing at zenith (straight up). However, at minimum elevation – where the PFD measured at 10 meters above ground level will be at its highest – Amazon's antenna centerline height will vary between 1.9 meters and 2.5 meters, depending on the azimuth.

The results from an analysis based on a single knife-edge obstacle diffraction is provided in the figure below. The vertical axis indicates the predicted levels of shielding attenuation that will be achieved while the horizontal axis shows the horizontal distance from the earth station where the shielding effects will be observed at a height of 10 meters above the ground. Each curve represents a different antenna centerline height configuration in the range of 2.0 meters to 2.75 meters above ground (see legend). In each case, the fence is assumed to be the minimum 3.048 meters tall with a horizontal distance of 6.5 meters from the antenna. The results show that the shielding will attenuate the signal by at least 15 dB with an antenna in a zenith pointing orientation, and the shielding will be more effective when the antenna is pointed at its minimum elevation.



# **Number of Antennas**

The gateway will have six antennas, but no more than four antennas will transmit on the same channel at any given time. The additional antennas will be used to reduce downtime by being passively pre-positioned to begin communicating with a rising satellite immediately after an active satellite sets. The extra antennas will also be used to ensure earth station availability in the event of an antenna failure.

### **Antenna Height and Antenna Position**

Amazon notes that in Form 312, Schedule B, field E35 (Above Ground Level (meters)), of our application, Amazon stated that the antenna would be 2.74 meters. Amazon would like to clarify that the maximum overall height of the antenna structure is about 4 meters above ground level.

In relation to the table on Exhibit A, p.3, of our application, Amazon notes that the table shows truncated latitude/longitude coordinates compared to those included in Form 312, Schedule B and Exhibit C (Comsearch Report). The truncated latitude and longitude values in the Exhibit A table are the result of formatting. Our section 25.136 analysis was performed with the latitude/longitude position Amazon included in Form 312, Schedule B and Exhibit C (Comsearch Report).

### **Consideration of State Highways**

Amazon has checked the North Carolina Department of Transportation classification guide<sup>3</sup> and confirmed that the PFD contour for the Mount Ulla, North Carolina site does not overlap with any state Freeways and Expressways or Other Principal Arterials.

# **Generation of Amazon's PFD Contours**

Amazon's PFD contours are generated using Visualyse Pro and internal software. Amazon's internal software uses a similar methodology to that of Visualyse Pro and allows us to automate the analysis of multiple sites and under multiple configurations. Both Visualyse Pro and Amazon's internal software create a raster grid of measurement points surrounding the transmitting earth station. Amazon uses a raster that is 10 kilometers wide and with measurement points every 10 to 50 meters. The measurement points represent potential receive antennas surrounding the transmit location. These measurement points are located 10 meters above ground, consistent with sections 25.136(a)(4)(ii) and 25.136(a)(4)(iii) of the Commission's rules.<sup>4</sup>

#### **Clutter Category for ITU-R Recommendation P.452**

Amazon used the ITU-R Recommendation P.452 propagation model for its section 25.136 analysis.<sup>5</sup> In its analysis, Amazon used the lowest clutter category from Table 4 of ITU-R P.452 (high crop fields, park land, irregularly spaced sparse trees, orchard, sparse houses). Visual inspection of the area shows that trees measuring greater than four meters surround the area, making the use of this clutter category a conservative assumption.

In the event the actual antenna gain pattern exceeds the calculated gain levels in the application, or the shielding attenuation achieved falls below the required levels, Amazon will ensure that the PFD contour resulting from the actual antenna and shielding configuration continues to meet all of the criteria specified

<sup>&</sup>lt;sup>3</sup> See NCDOT 2020-2029 STIP Map, North Carolina Department of Transportation, <a href="https://bit.ly/390hXfk">https://bit.ly/390hXfk</a> (last visited Sept. 29, 2021).

<sup>&</sup>lt;sup>4</sup> See 47 C.F.R. § 25.136(a)(4)(ii)-(iii).

<sup>&</sup>lt;sup>5</sup> See 47 C.F.R. § 25.136.

in sections 25.136(a)(4)(ii) and 25.136(a)(4)(iii) of the Commission's rules.<sup>6</sup> The International Bureau has similarly conditioned other satellite operators' earth station licenses in the 27.5-28.35 GHz band.<sup>7</sup>

As support for the statements made in this letter, the KML file for this application is attached.

Please contact me with any questions.

Respectfully submitted,

#### /s/ Liliana Farfan Roach

Liliana Farfan Roach Corporate Counsel Kuiper Systems LLC, an Amazon subsidiary

<sup>6</sup> See 47 C.F.R. § 25.136(a)(4)(ii)-(iii).

<sup>&</sup>lt;sup>7</sup> As an example, the International Bureau granted SpaceX's Prosser, WA application with the following conditions: (a) 90530 - The earth station licensee is required to take corrective action to mitigate interference in the 27.5-28.35 GHz frequency band if the actual PFD, at ten meters above ground level, exceeds -77.6 dBm/m2/MHz anywhere outside the contour specified in the application; and (b) 90573 - To the extent that the actual gain pattern of the antenna ultimately deployed by the licensee exceeds the antenna mask used in the calculation of the PFD contour, the contour resulting from the actual antenna pattern must continue to meet all of the criteria specified in 47 CFR § 25.136(a)(4)(i-iv). *See* SpaceX Services, Inc., Grant, IBFS File No. SES-LIC-20200701-00687 (granted July 9, 2021), https://bit.ly/3CdnA2L.

Approved by OMB 3060-0678

Date & Time Filed: File Number: ---Callsign/Satellite ID:

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**FCC 312 MAIN FORM** FOR OFFICIAL USE ONLY

# **APPLICANT INFORMATION**

Enter a description of this application to identify it on the main menu:

Amazon - Mount Ulla, NC Gateway 03.31.21

1-8. Legal N	Name of Applicant		
Name:	Kuiper Systems LLC	Phone Number:	203-856-8528
DBA Name:		Fax Number:	
Street:	410 Terry Avenue North	E-Mail:	kuiper-regulatory-contact@amazon.com
City:	Seattle	State:	WA
Country:	USA	Zipcode:	98109 <b>-</b>
Attention:	Will Lewis		
9-16. Name	of Contact Representative		
Name:	Will Lewis	Phone Number:	203-856-8528
Company:	Kuiper Systems LLC	Fax Number:	
Street:	1800 South Bell Street	E-Mail:	kuiper-regulatory-contact@amazon.com
City:	Arlington	State:	VA
Country:	USA	Zipcode:	22202-
Attention:		Relationship:	

# **CLASSIFICATION OF FILING**

17. Choose the button next to the	b.							
classification that applies to this filing	b1. Application for License of New Station							
for both questions a. and b. Choose only	b2. Application for Registration of New Domestic Receive-Only Station							
one for 17a and only one for 17b.	(N/A) b3. Amendment to a Pending Application							
a.	(N/A) b4. Modification of License or Registration							
	(N/A) b5. Assignment of License or Registration							
a1. Earth Station	(N/A) b6. Transfer of Control of License or Registration							
(N/A) a2. Space Station	(N/A) b7. Notification of Minor Modification							
	(N/A) b8. Application for License of New Receive-Only Station Using Non-U.S. Licensed							
	Satellite							
	(N/A) b9. Letter of Intent to Use Non-U.S. Licensed Satellite to Provide Service in the United							
	States							
	b10. Other (Please specify)							
	b11. Application for Earth Station to Access a Non-U.S.satellite Not Currently Authorized to Provide the Proposed Service in the Proposed Frequencies in the United States.							
17c. Is a fee submitted with this application	on?	ا						
If Yes, complete and attach FCC Form	m 159.							
•								
If No, indicate reason for fee exemption (	see 47 C.F.R.Section 1.1114).							
Governmental Entity Noncomme	ercial educational licensee							
os://licensing.fcc.gov/ibfsweb/ib.page.FetchFor	rm?id_app_num=137372&form=P013_101.htm&mode=display	1/7						

1.1308 and 1.1311 of the Commission's rules, 47 C.F.R. §§ 1.1308 and 1.1311, as an exhibit to this application. A Radiation Hazard Study must accompany all applications for new transmitting facilities, major modifications, or major amendments.

ALIEN OWNERSHIP Earth station applicants not proposing to provide broadcast, common carrier, aeronautical

en route or aeronautical fixed radio station services are not required to respond to Items 30-34.

1 1	
29. Is the applicant a foreign government or the representative of any foreign government?	○ Yes ◎ No
30. Is the applicant an alien or the representative of an alien?	○ Yes ○ No ◎ N/A
31. Is the applicant a corporation organized under the laws of any foreign government?	○ Yes ○ No ◎ N/A
32. Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	○ Yes ○ No ◎ N/A
33. Is the applicant a corporation directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	○ Yes ○ No ◎ N/A
34. If any answer to questions 29, 30, 31, 32 and/or 33 is Yes, attach as an exhibit an identification of the aliens or foreign entities, their nationality, their relationship to the applicant, and the percentage of stock they own or vote.	
BASIC QUALIFICATIONS	
35. Does the Applicant request any waivers or exemptions from any of the Commission's Rules? If Yes, attach as an exhibit, copies of the requests for waivers or exceptions with supporting documents.	○ Yes ◎ No
36. Has the applicant or any party to this application or amendment had any FCC station authorization or license revoked or had any application for an initial, modification or renewal of FCC station authorization, license, or construction permit denied by the Commission? If Yes, attach as an exhibit, an explination of circumstances.	○ Yes ● No
37. Has the applicant, or any party to this application or amendment, or any party directly or indirectly controlling the applicant ever been convicted of a felony by any state or federal court? If Yes, attach as an exhibit, an explination of circumstances.	○ Yes ◎ No
38. Has any court finally adjudged the applicant, or any person directly or indirectly controlling the applicant, guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement or any other means or unfair methods of competition? If Yes, attach as an exhibit, an explanation of circumstances	○ Yes ● No
39. Is the applicant, or any person directly or indirectly controlling the applicant, currently a party in any pending matter referred to in the preceding two items? If yes, attach as an exhinit, an explanation of the circumstances.	○ Yes ◎ No
40. If the applicant is a corporation and is applying for a space station license, attach as an exhibit the names, address, and citizenship of those stockholders owning a record and/or voting 10 percent or more of the Filer's voting stock and the percentages so held. In the case of fiduciary control, indicate the beneficiary(ies) or class of beneficiaries. Also list the names and addresses of the officers and directors of the Filer.	
41. By checking Yes, the undersigned certifies, that neither applicant nor any other party to the application is subject to a denial of Federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Act of 1988, 21 U.S.C. Section 862, because of a conviction for possession or distribution of a controlled substance. See 47 CFR 1.2002(b) for the meaning of "party to the application" for these purposes.	● Yes ○ No
42a. Does the applicant intend to use a non-U.S. licensed satellite to provide service in the United States? If Yes, answer 42b and attach an exhibit providing the information specified in 47 C.F.R. 25.137, as appropriate. If No, proceed to question 43.	Yes No
42b. What administration has licensed or is in the process of licensing the space station? If no license will be in has coordinated or is in the process of coordinating the space station? N/A	ssued, what administration
43. Description. (Summarize the nature of the application and the services to be provided). Applicant seeks	s authority for its

31/2021	https://licensing.fcc.gov/ibfsweb/ib.pag	ge.FetchForm?id_app_num=1373	372&form=P013_10 <sup>-</sup>	1.htm&mode=display			
43a. Geographic Servi				A			
	By selecting A, the undersigned certifies that the applicant is not subject to the geographic service or						
geographic coverage re	equirements specified in 47 C.F.R. Par	rt 25.					
Dy soloating D, the unc	dersigned certifies that the applicant is	subject to the geographic com	rian an anagraphia	○ n			
11 *	specified in 47 C.F.R. Part 25 and wil			○ <b>B</b>			
coverage requirements	specifica in 17 Cir.it. Fait 25 and wil	n compry with such requireme	1165.				
By selecting C, the und	dersigned certifies that the applicant is	subject to the geographic serv	rice or geographic				
	specified in 47 C.F.R. Part 25 and will			$\bigcirc$ C			
	nnical matter to do so, or that, while te						
	in satellite design and operation as to cal analysis demonstrating this claim a		nable. A narrative				
description and technic	an analysis demonstrating this claim a	ire attached.					
	CF	ERTIFICATION					
	any claim to the use of any particular f						
III	cause of the previous use of the same,	•					
	he applicant certifies that grant of this CFR Part 20. All statements made in						
	The undersigned, individually and for						
	bits are true, complete and correct to t						
44. Applicant is a (an):	(Choose the button next to applicable	response.)					
		•					
O Individual							
Unincorporated A	Association						
Partnership							
Corporation							
Governmental Er	ntity						
Other (please spe	cify)						
Limited Liability Con							
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47. Please supply any n Attachment 1:	Attachment 2:		Attachment 3:				
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Location of Earth Statio		Es C 11 C.					
E1: Site Identifier:	Mount Ulla Gateway	E5. Call Sign:	000000	.002			
E2: Contact Name	Cat DeLeonardis	E6. Phone Number:	206-646-2				
E3. Street:		E7. City:	Mount Ul	la			
		E8. County:	Rowan				

E9. Zip Code

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NC

E10. Area of Operation:

31/2021	https://licensing.fcc.gov/ibfsweb/ib.page.FetchForm?id_app_num=137372&form=P013_101.htm&mode=display					
		Mount Ulla, NC				
E11. Latitude:	35 ° 38 ' 58.2 " N					
E12. Longitude:	80 ° 40 ' 5.3 " W					
E13. Lat/Lon Coordi	nates are:	○ NAD-27	NAD-83	○ N/A		
E14. Site Elevation (	AMSL):	246.43 meters				
E15. If the proposed a do(es) the proposed a demonstrated by the r compliance with two-	25.209(a) and (b) as	Yes No No N/A				
E16. If the proposed a Fixed Satellite Servic the antenna gain patte qualification measure	(s) comply with	Yes No No N/A				
E17. Is the facility op control point.	number of the	Yes No				
E18. Is frequency as	lination report	• Yes O No				
E19. Is coordinate country(ies) and p	ne of the	O Yes No				
E20. FAA Notific FAA notification 854 and or the Faviation? FAILURE TO COTHE RETURN 6	FCC Form cture to	○ Yes ● No				
POINTS OF COMM	UNICATION		1			
Satellite Name:OTHER   OTHER   If you selected OTHER, please enter the following:						
E21. Common Name: Kuiper (S3051) E22. ITU Name: USASAT-NGSO-8A/8B/8C						
E23. Orbit Location: NGSO E24. Country: USA						
POINTS OF COMM	UNICATION (Destination Points	s)				
E25. Site Identifie	er: Mount Ulla Gateway					

E25. Site Identifier: Mount Ulla Gateway	
E26. Common Name:	E27. Country:USA

# ANTENNA

Site ID	E28. Antenna Id	E29. Quantity	E3( Manufa		E31. Mode	∥ Antonno	E41/42. Ante Recieve(	nna GainTransm dBi at	int and/or GHz)
Mount Ulla Gateway	AMZN- 2.4M	6	Kuiper		24001	2.4	49.0 dBi at 17	.8	
							53.8 dBi at 27	.5	
E28. Antenna Id	E33/34. Di Minor/Major	l l	E35. Above Ground Level (meters)	E36 Abov Sea Leve (meter	ve He	7. Building ight Above Ground Level (meters)		E39. Maximum Antenna Height Above Rooftop (meters)	E40. Total EIRP for al carriers (dBW)
AMZN- 2.4M	2.4/2.4		2.74	246.43	0.0		100.0	0.0	73.8

	UE	T.T	

E28.	E43/44.	E45.	E46. Antenna	E47.	E48. Maximum	E49. Maximum ERIP	

Antenna Id	Frequency Bands(MHz)	T/R Mode	Polarization(H,V,L,R)	Emission Designator	EIRP per Carrier(dBW)	Density per Carrier(dBW/4kHz)
AMZN- 2.4M	17800 18600	R	Left and Right Circular	100MG7D	0.0	0.0
E50. Mod	ulation and Serv	vices BP	SK up to 64 QAM; Digi	tal Data		
AMZN- 2.4M	17800 18600	R	Left and Right Circular	500MG7D	0.0	0.0
E50. Mod	ulation and Serv	vices BP	SK up to 64 QAM; Digi	tal Data		
AMZN- 2.4M	18800 20200	R	Left and Right Circular	100MG7D	0.0	0.0
E50. Mod	ulation and Serv	vices BP	SK up to 64 QAM; Digi	tal Data		
AMZN- 2.4M	18800 20200	R	Left and Right Circular	500MG7D	0.0	0.0
E50. Mod	ulation and Serv	vices BP	SK up to 64 QAM; Digi	tal Data		
AMZN- 2.4M	27500 30000	Т	Left and Right Circular	500MG7D	63.8	12.8
E50. Mod	E50. Modulation and Services BPSK up to 512QAM; Digital Data					
AMZN- 2.4M	27500 30000	Т	Left and Right Circular	50M0G7D	53.8	12.8
E50. Mod	ulation and Serv	vices BP	SK up to 512QAM; Dig	ital Data		

#### FREQUENCY COORDINATION

E28. Antenna Id	E51. Satellite Orbit Type	E52/53. Frequency Limits(MHz)		E56. Earth Station Azimuth Angle Eastern Limit	E57. Antenna Elevation Angle Eastern Limit	E58. Earth Station Azimuth Angle Western Limit	E59. Antenna Elevation Angle Western Limit	E60. Maximum EIRP Density toward the Horizon(dBW/4kHz)
II .	Non- Geostationary	17800 18600	0.0/ 360.0	0.0	20.0	360.0	20.0	-41.5
II .	Non- Geostationary	18800 20200	0.0/ 360.0	0.0	20.0	360.0	20.0	-41.5
	Non- Geostationary	27500 30000	0.0/ 360.0	0.0	20.0	360.0	20.0	-41.5

# REMOTE CONTROL POINT LOCATION REMOTE CONTROL POINT LOCATION

E61. Call Sign		265. Phone Number			
NOTE: Please enter the callsign of the controlling station, not the callsign for which this application is being filed.					
E62. Street Address 18460 NE 76th Street					
E63. City Redmond	E67. County King	E64/68. State/Country WA/ USA	E66. Zip Code 98052		

### FCC NOTICE REQUIRED BY THE PAPERWORK REDUCTION ACT

The public reporting for this collection of information is estimated to average 0.25 - 24 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the

required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Project (3060-0678), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND COMPLETED FORMS TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0678.

THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

#### **GATEWAY LICENSE NARRATIVE**

Kuiper Systems LLC, a wholly-owned subsidiary of Amazon.com Services LLC (collectively "Amazon"), seeks authority to operate a fixed gateway earth station ("gateway") in Mount Ulla, NC. This narrative demonstrates why authorizing this gateway would serve the public interest and explains how Amazon will operate consistent with the Commission's rules.

Amazon's Kuiper System will deliver satellite broadband communications services to tens of millions of unserved and underserved consumers and businesses in the United States and around the globe. According to the 2021 Broadband Deployment Report, 14.5 million Americans lack access to fixed terrestrial broadband with benchmark download and upload speeds of 25 Mbps and 3 Mbps, respectively. Amazon's Kuiper System will help close this digital divide by offering broadband communications services, including connectivity to homes, schools, hospitals, government offices, businesses of all sizes, first responders, and disaster relief operations, to rural and hard-to-reach areas. The Kuiper System will also enable mobile network operators to expand wireless services to unserved and underserved mobile customers and provide high-throughput mobile broadband connectivity services for aircraft, maritime vessels, and land vehicles. This gateway will be another step toward providing these urgently needed services to the American public.

The proposed gateway will consist of six (6) technically identical antennas that will communicate with Amazon's non-geostationary orbit ("NGSO") fixed-satellite service ("FSS") and mobile-satellite service ("MSS") Kuiper System in the frequency bands 27.5-30.0 GHz (Earth-

<sup>&</sup>lt;sup>1</sup> See Inquiry Concerning Deployment of Advanced Telecommunications Capability to All Americans in a Reasonable and Timely Fashion, Fourteenth Broadband Deployment Report, GN Docket No. 20-269, FCC 21-18 ¶ 2 (rel. Jan. 19, 2021).

to-space) and 17.8-18.6 GHz and 18.8-20.2 GHz (space-to-Earth). No more than four (4) antennas will transmit on the same channel at any one time.

#### I. PUBLIC INTEREST BENEFITS

In July 2020, Amazon received Commission authority to launch and operate its Kuiper System in the frequency bands 17.7-18.6 GHz,<sup>2</sup> 18.8-20.2 GHz, and 27.5-30.0 GHz.<sup>3</sup> As noted above, compelling public interest benefits justify expeditious authorization of this gateway. Amazon's customer-centric approach inspired the development of the Kuiper System and delivery of reliable, high-speed, low-latency broadband. The gateway will allow Amazon to deliver its broadband service to residential, mobility, enterprise, and government customers.

#### II. SPECTRUM USE AND SHARING

Amazon will adhere to all International Telecommunication Union ("ITU") and Commission requirements and pertinent future FCC rulemakings governing NGSO Ka-band gateways. When sharing spectrum, Amazon will operate consistent with its License<sup>4</sup> and the Commission's rules, as discussed below.

### a. Kuiper System Gateway Transmit Frequencies

The gateway will transmit to Kuiper System satellites in the frequencies listed in Table 1 and follow relevant sharing requirements in the Commission's rules.

<sup>&</sup>lt;sup>2</sup> Although Amazon requested access to the frequency band 17.7-17.8 GHz, it will only use this segment for space-to-Earth gateway operations outside the United States and its territories. *See Kuiper Systems*, *LLC*, Order and Authorization, 35 FCC Rcd 8324 ¶ 59(g) (2020) ("License").

<sup>&</sup>lt;sup>3</sup> See id.  $\P$  2.

<sup>&</sup>lt;sup>4</sup> *See id.* ¶ 59.

Table 1: Kuiper System Gateway Transmit Frequencies

Transmit Frequencies (GHz)	Status <sup>5</sup>
27.5-28.35	NGSO FSS secondary to UMFUS and GSO FSS
28.35-28.6	NGSO FSS secondary to GSO FSS
28.6-29.1	NGSO FSS primary
29.1-29.5	NGSO MSS feeder link coprimary
29.5-30.0	NGSO FSS secondary to GSO FSS

#### i. 27.5-28.35 GHz (NGSO FSS secondary to UMFUS)

NGSO FSS may transmit on a secondary basis without providing interference protection to the Upper Microwave Flexible Use Service ("UMFUS") in the 27.5-28.35 GHz band.<sup>6</sup> Exhibit A, the UMFUS analysis, demonstrates how the gateway satisfies the section 25.136(a) protection criteria and, therefore, does not need to protect future UMFUS deployments.<sup>7</sup> Exhibit C, the Comsearch report, establishes that Amazon has coordinated with UMFUS licensees consistent with section 101.103(d).<sup>8</sup>

<sup>&</sup>lt;sup>5</sup> See generally 47 C.F.R. § 2.106; Update to Parts 2 and 25 Concerning Non-Geostationary, Fixed-Satellite Service Systems and Related Matters, Report and Order and Notice of Proposed Rulemaking, 32 FCC Rcd 7809 (2017) ("NGSO FSS Order"); id. at Appendix B ("Ka-band Plan").

<sup>&</sup>lt;sup>6</sup> See 47 C.F.R. §§ 2.106, 25.136; International Bureau Issues Guidance on Siting Methodologies for Earth Station Seeking to Operate in the 24.75-25.25 GHz, 27.5-28.35 GHz, 37.5-40 GHz, 47.2-48.2 GHz, and 50.4-51.4 GHz Frequency Bands to Demonstrate Compliance with Section 25.136, Public Notice, 35 FCC Rcd 6347 (2020).

<sup>&</sup>lt;sup>7</sup> See 47 C.F.R. § 25.136(a); Exhibit A.

<sup>&</sup>lt;sup>8</sup> See 47 C.F.R. § 101.103(d); Exhibit C.

# ii. 27.5-28.6 GHz and 29.5-30.0 GHz (NGSO FSS secondary to GSO systems)

NGSO FSS may transmit on a secondary basis to geostationary orbit ("GSO") FSS in the 27.5-28.6 GHz and 29.5-30.0 GHz bands.<sup>9</sup> Amazon does not claim interference protection from GSO FSS in these bands and certifies it will comply with the applicable equivalent power flux-density ("EPFD") limits in ITU Radio Regulations Article 22 and Resolution 76 to ensure transmissions do not cause harmful interference.<sup>10</sup>

#### iii. 28.6-29.1 GHz (NGSO FSS primary)

NGSO FSS may transmit on a primary basis in the 28.6-29.1 GHz band.<sup>11</sup> Amazon's operations as NGSO FSS possess primary status in the band.<sup>12</sup>

#### iv. 29.1-29.5 GHz (NGSO MSS feeder link co-primary)

NGSO MSS feeder links may transmit on a co-primary basis with the Local Multipoint Distribution Service ("LMDS") in the 29.1-29.25 MHz band and FS in the 29.25-29.5 GHz band.<sup>13</sup> As described in the following sub-sections, the Commission has granted Amazon authority to

<sup>&</sup>lt;sup>9</sup> See 47 C.F.R. § 2.106; Ka-band Plan.

<sup>&</sup>lt;sup>10</sup> See 47 C.F.R. §§ 2.106, 25.115(f)(1), 25.146(a)(2); Ka-band Plan; ITU Radio Regulations Article 22 and Resolution 76 (WRC-15); see also Amendment of Parts 2 and 25 of the Commission's Rules to Permit Operation of NGSO FSS Systems Co-Frequency with GSO and Terrestrial Systems in the Ku-Band Frequency Range, 16 FCC Rcd 4096 ¶ 77 (2000) (concluding that compliance with EPFD limits "will adequately protect GSO FSS networks") ("2000 NGSO FSS Order").

<sup>&</sup>lt;sup>11</sup> See 47 C.F.R. § 2.106; Ka-band Plan.

<sup>&</sup>lt;sup>12</sup> See License ¶ 11; 47 C.F.R. § 25.261. In the 28.5-29.1 GHz band, Amazon will not cause harmful interference to, or claim protection from, grandfathered Fixed Service ("FS") stations as required by the Commission's rules. See 47 C.F.R. § 2.106 n.NG62.

<sup>&</sup>lt;sup>13</sup> See 47 C.F.R. § 2.106; Ka-band Plan.

operate NGSO MSS feeder links in this band and, therefore, the gateway may operate on a primary basis <sup>14</sup>

#### 1. NGSO MSS feeder link

To share with other co-primary NGSO MSS feeder link systems, Amazon will coordinate use of the band with NGSO system operators not included in the March 2020 processing round before commencing service<sup>15</sup> and employ the section 25.261 spectrum-sharing framework with NGSO system operators in the March 2020 processing round while operating service.<sup>16</sup>

#### 2. LMDS

To share with LMDS, Amazon will coordinate as required by the Commission's rules.<sup>17</sup>

#### 3. FS

To share with FS, Amazon will not cause harmful interference to, or claim protection from, grandfathered FS stations as required by the Commission's rules.<sup>18</sup>

### b. Kuiper System Gateway Receive Frequencies

The gateway will receive transmissions from the Kuiper System in the frequencies listed in Table 2 and follow relevant sharing requirements in the Commission's rules.<sup>19</sup>

 $<sup>^{14}</sup>$  See License ¶¶ 24-25 and n.7.

 $<sup>^{15}</sup>$  Before using this band, Amazon will coordinate with NGSO MSS feeder link systems using the same frequencies and polarizations as Amazon. *See* License ¶ 59(i).

<sup>&</sup>lt;sup>16</sup> See id.

<sup>&</sup>lt;sup>17</sup> See 47 C.F.R. § 101.103(d).

<sup>&</sup>lt;sup>18</sup> See 47 C.F.R. § 2.106 n.NG62.

 $<sup>^{19}</sup>$  Before operating in these bands, Amazon will complete coordination with U.S. Federal systems. *See id.* n.US334; License ¶ 59(m).

Table 2: Kuiper System Gateway Receive Frequencies

Frequencies (GHz)	Status <sup>20</sup>
17.8-18.3	NGSO FSS secondary to FS and GSO FSS
18.3-18.6	NGSO FSS secondary to GSO FSS
18.8-19.3	NGSO FSS primary
19.3-19.4 and 19.6-19.7	NGSO FSS secondary to FS, NGSO MSS FL, and GSO FSS
19.4-19.6	NGSO MSS feeder link co- primary
19.7-20.2	NGSO FSS secondary to GSO FSS

### i. 17.8-18.3, 19.3-19.4, and 19.6-19.7 GHz (NGSO FSS secondary to FS)

NGSO FSS may receive on a secondary basis to FS in the 17.8-18.3, 19.3-19.4, and 19.6-19.7 GHz bands.<sup>21</sup> To share with FS, Amazon will meet the power flux-density limits in ITU Radio Regulations Article 21.<sup>22</sup> The Comsearch report confirms no additional limitations are necessary.<sup>23</sup>

<sup>&</sup>lt;sup>20</sup> See generally 47 C.F.R. § 2.106; NGSO FSS Order; Ka-band Plan.

<sup>&</sup>lt;sup>21</sup> See 47 C.F.R. § 2.106; Ka-band Plan.

<sup>&</sup>lt;sup>22</sup> *See* License ¶¶ 13, 59(d)-(e).

<sup>&</sup>lt;sup>23</sup> See Exhibit C.

# ii. 17.8-18.6, 19.3-19.4, 19.6-19.7, and 19.7-20.2 GHz (NGSO FSS secondary to GSO FSS)

NGSO FSS may receive on an unprotected, non-interference basis with respect to GSO FSS in the 17.8-18.6 GHz, 19.3-19.4 GHz, 19.6-19.7 GHz, and 19.7-20.2 GHz bands.<sup>24</sup> To share with GSO FSS, Amazon will comply with the applicable EPFD limits in ITU Radio Regulations Article 22 and Resolution 76.<sup>25</sup>

### iii. 18.8-19.3 GHz (NGSO FSS primary)

NGSO FSS may receive on a primary basis in the 18.8-19.3 GHz band.<sup>26</sup> Amazon's operations qualify as NGSO FSS and, therefore, possess primary status in the band.<sup>27</sup>

# iv. 19.3-19.4 and 19.6-19.7 GHz (NGSO FSS secondary to NGSO MSS feeder link)

NGSO FSS may receive on a secondary basis to NGSO MSS feeder link systems in the 19.3-19.4 and 19.6-19.7 GHz bands.<sup>28</sup> To share with NGSO MSS feeder links, Amazon will coordinate use of the band with NGSO system operators not in the March 2020 processing round before commencing service<sup>29</sup> and employ the section 25.261 spectrum-sharing framework with NGSO system operators in the March 2020 processing round while operating service.<sup>30</sup>

<sup>&</sup>lt;sup>24</sup> See 47 C.F.R. § 2.106; Ka-band Plan.

<sup>&</sup>lt;sup>25</sup> The Commission has found that EPFD demonstrations may permit NGSO FSS to share frequency bands with GSO FSS. See License ¶¶ 13, 14, 59(d)-(e); NGSO FSS Order n.84; see also 2000 NGSO FSS Order ¶ 77.

<sup>&</sup>lt;sup>26</sup> See 47 C.F.R. § 2.106; Ka-band Plan.

<sup>&</sup>lt;sup>27</sup> See License ¶ 11.

<sup>&</sup>lt;sup>28</sup> See 47 C.F.R. § 2.106; Ka-band Plan.

<sup>&</sup>lt;sup>29</sup> Before using this band, Amazon will coordinate with NGSO MSS feeder link systems using the same frequencies and polarizations as Amazon. *See* License  $\P$  59(i).

<sup>&</sup>lt;sup>30</sup> See id.

#### v. 19.4-19.6 GHz (NGSO MSS feeder link co-primary)

NGSO MSS feeder links may receive on a co-primary basis with FS in the 19.4-19.6 GHz band.<sup>31</sup> To share with co-primary MSS feeder link systems, Amazon will coordinate use of the band with operators not in the March 2020 processing round before commencing service<sup>32</sup> and employ the section 25.261 spectrum-sharing framework with operators in the March 2020 processing round while operating service.<sup>33</sup>

#### III. ANTENNA PATTERN

There are no Commission standards for NGSO Ka-band gateway antenna pattern performance. The available standards consider only GSO Ku-/Ka-band or NGSO Ku-band operations because the Commission has "not yet determined what off-axis gain envelopes might be appropriate for [Ka-band] gateways operating with NGSO FSS space stations, either to facilitate NGSO-to-NGSO or NGSO-to-GSO interference protection."<sup>34</sup> Amazon, nonetheless, will comply with the section 25.209(a)(1) mask for GSO Ka-band earth station antennas, as illustrated in Exhibit D.<sup>35</sup>

#### IV. RADIATION HAZARD ANALYSIS

Exhibit B, the Radiation Hazard Analysis, confirms that Amazon complies with relevant Commission standards and demonstrates there is no risk of radiation exposure beyond the

<sup>&</sup>lt;sup>31</sup> See 47 C.F.R. § 2.106; Ka-band Plan.

<sup>&</sup>lt;sup>32</sup> Before using this band, Amazon will coordinate with NGSO MSS feeder link systems using the same frequencies and polarizations as Amazon. *See* License ¶ 59(i).

<sup>&</sup>lt;sup>33</sup> See id.

<sup>&</sup>lt;sup>34</sup> Comprehensive Review of Licensing and Operating Rules for Satellite Services, Report and Order, 30 FCC Rcd 14713 ¶ 213 (2015). See also NGSO FSS Order ¶¶ 54-55 and n.121 (declining to adopt NGSO gateway antenna performance standards). See generally 47 C.F.R. §§ 25.209, 25.132.

<sup>&</sup>lt;sup>35</sup> See 47 C.F.R. § 25.209(a)(1); Exhibit D.

acceptable limits.<sup>36</sup> To further protect the general public, Amazon will site the gateway either behind a fence or on private commercial property with limited access. Trained technicians responsible for operating the gateway will turn off and secure the transmitters before performing any maintenance work.

#### V. **FAA NOTIFICATION**

For an antenna structure of 6.1 meters or less in height above ground level, the Commission requires no Federal Aviation Administration ("FAA") notification.<sup>37</sup> Amazon's antenna structure for the gateway measures 6.1 meters or less in height above ground level and requires no FAA notification.

#### VI. **CONCLUSION**

Amazon has satisfied the Commission's licensing standards for NGSO Ka-band gateways. As a result, timely action on this application will accelerate the deployment of the Kuiper System and its ability to expand broadband access for consumers, schools, hospitals, businesses and other organizations across the country.

<sup>&</sup>lt;sup>36</sup> See FCC OET Bulletin 65, Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields; Exhibit B.

<sup>&</sup>lt;sup>37</sup> See 47 C.F.R. §§ 17.2 (defining antenna structure as a structure that is constructed or used to transmit and/or receive radio energy or that supports antennas that transmit and/or receive radio energy and other appurtenances mounted thereon), 17.7(e), 25.115(j).

# **EXHIBIT A (SECTION 25.136 UMFUS PROTECTION ANALYSIS)**

This exhibit demonstrates that the proposed gateway earth station ("gateway") satisfactorily protects 27.5-28.35 GHz Upper Microwave Flexible Use Service ("UMFUS") deployments in Rowan County, NC ("County").

Section 25.136(a)(4) of the Commission's rules outlines how Fixed-Satellite Service ("FSS") operators may deploy gateways in the 27.5-28.35 GHz band without providing additional interference protection to co-frequency UMFUS licensees.<sup>1</sup> *First*, one U.S. county may not possess more than three co-frequency FSS gateways. *Second*, an FSS gateway generating a power flux-density ("PFD") greater than or equal to -77.6 dBm/m²/MHz at 10 meters above ground level, together with the similar area of any other gateway authorized under Section 25.136(a)(1)-(4), may not cover more than certain population amounts ("-77.6 dBm/m²/MHz").<sup>2</sup> *Third*, the -77.6 dBm/m²/MHz PFD contour may not contain any major event venue, urban mass transit route, passenger railroad, cruise ship port, or certain roads (Interstate, Other Freeways and Expressways, or Other Principal Arterial). *Fourth*, the FSS operator must coordinate with existing UMFUS licensees located within a PFD contour greater than or equal to -77.6 dBm/m²/MHz.

Amazon complies with Section 25.136(a)(4) and the Guidance. No more than three FSS gateways will operate in the County hosting the gateway. Amazon's -77.6 dBm/m²/MHz PFD contour covers no more than 15 people of the County's total 138,428 people, which is less than the 450 limit for a county with 6,000-450,000 people. The PFD contour does not contain any major event venue, urban mass transit route, passenger railroad, cruise ship port, Interstate, Other Freeways and Expressways, or Other Principal Arterial. Amazon has also completed coordination with existing UMFUS licensees, as required.<sup>3</sup>

The Commission, therefore, should authorize this gateway and not require Amazon to provide additional interference protection to UMFUS licensees in this County.

<sup>&</sup>lt;sup>1</sup> See 47 C.F.R. § 25.136(a)(4) ("Section 25.136"). The Commission has offered additional guidance on how to present Section 25.136 showings. See generally International Bureau Issues Guidance on Siting Methodologies for Earth Stations Seeking to Operate in the 24.75-25.25 GHz, 27.5-28.35 GHz, 37.5-40 GHz, 47.2-48.2 GHz, and 50.4-51.4 GHz Frequency Bands to Demonstrate Compliance with Section 25.136, Public Notice, 35 FCC Rcd 6347 (IB 2020) ("Guidance").

<sup>&</sup>lt;sup>2</sup> See Section 25.136 at Table 1 to Paragraph (A)(4)(ii) (permitting the PFD contour to cover 0.1 percent of the population in a county with more than 450,000 people; 450 people in a county with 6,000-450,000 people; and 7.5 percent of the population in a county with fewer than 6,000 people).

<sup>&</sup>lt;sup>3</sup> See Exhibit C, Comsearch Coordination Report.

#### Section 25.136(a)(4)(i) (no more than three co-frequency FSS gateways in one county)

(i) There are no more than two other authorized earth stations operating in the 27.5-28.35 GHz band within the county where the proposed earth station is located that meet the criteria contained in either paragraph (a)(1), (2), (3), or (4) of this section. For purposes of this requirement, multiple earth stations that are collocated with or at a location contiguous to each other shall be considered as one earth station.

Figure 1 depicts the Amazon gateway's location in the County. As of the date of this submission, the Commission's International Bureau Filing System shows one geostationary orbit FSS licensee, Viasat, using 27.5-28.35 GHz in the County: call sign E160116, which the Commission authorized and grandfathered in 2017 ("E160116").<sup>4</sup> Amazon's gateway will collocate with the existing E160116 gateway and satisfies Section 25.136(a)(4)(i).

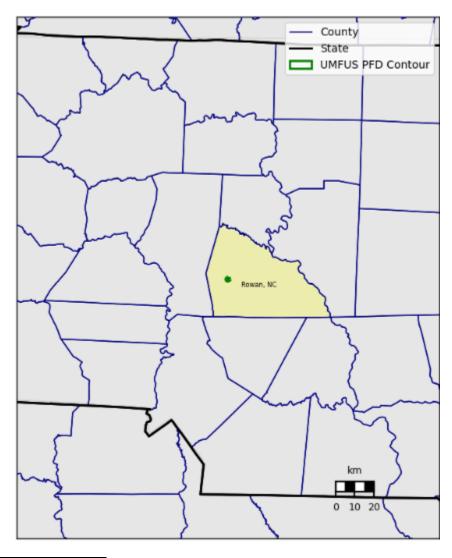


Figure 1. Location of Amazon Gateway

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<sup>&</sup>lt;sup>4</sup> See License, IBFS File No. SES-LIC-20160610-00546 (granted Jan. 19, 2017).

#### PFD contour generation for 25.136(a)(4)(ii)–(iv)

To verify compliance, Amazon generated the new Amazon gateway PFD contour, existing E160116 gateway PFD contour, and aggregate gateway PFD contour (new Amazon gateway PFD contour and existing E160116 gateway PFD contour).

*New Amazon gateway PFD contour.* The gateway's maximum aggregate equivalent isotropic radiated power ("EIRP") from its four active antennas will be -16.2 dBW/MHz at the horizon in any azimuth direction. Amazon will also deploy this gateway with a standard shielding solution that will provide at least 15 dB of attenuation on the gateway transmissions.<sup>5</sup> The shielding solution will entirely surround the new Amazon gateway. The effective EIRP at the horizon will be no greater than -31.2 dBW/MHz with the shielding attenuation included.

Field	Value	Units
County	Rowan County, NC	
Coordinates	35.65N, -80.67W	
Simulation Frequency	27.5	GHz
Number of Active Antennas	4	
Worst-case Antenna Gain toward the Horizon	-0.5	dBi
Average Gain toward the Horizon	-10.0	dBi
RF Transmit Power	-17.0	dBW/MHz
Aggregate EIRP toward the Horizon (without	-16.2	dBW/MHz
Shielding) <sup>6</sup>		
Aggregate EIRP toward the Horizon (with	-31.2	dBW/MHz
Shielding) <sup>7</sup>		

Amazon generated the gateway's -77.6 dBW/m²/MHz PFD contour using proprietary satellite communications and geospatial analysis software and verified the results using Visualyze Pro. To assess radio propagation, Amazon used ITU-R Recommendation P.452 and National Aeronautics and Space Administration Shuttle Radar Topography (Version 2) digital topology data, which employs a 1-arc second resolution.<sup>8</sup> The antenna gain toward the horizon is derived from antenna manufacturer simulations and complies with the section 25.209(a)(1)<sup>9</sup> antenna gain masks for all

<sup>&</sup>lt;sup>5</sup> See Guidance at 3 (computing PFD contours and protection zones at bullet 4).

<sup>&</sup>lt;sup>6</sup> This figure is based on three of the four active antennas operating at average gain (-10 dBi) and one of the four active antennas operating at the worst-case gain (-0.5 dBi). It is extremely unlikely that more than one active antenna will be in a worst-case position at the same time.

<sup>&</sup>lt;sup>7</sup> This figure is the Aggregate EIRP toward the Horizon (without Shielding) minus an additional 15 dB of attenuation for shielding.

<sup>&</sup>lt;sup>8</sup> See Guidance at 3 (computing PFD contours and protection zones at bullets 2 and 4).

<sup>&</sup>lt;sup>9</sup> See 47 C.F.R. § 25.209(a)(1); see also Guidance at 3 (computing PFD contours and protection zones at bullet 3).

off-axis angles.<sup>10</sup> The PFD contour is generated using the worst case input power density rather than the input power density during clear sky conditions.<sup>11</sup>

Figure 2 shows Amazon's PFD contour in Google Earth and confirms the contour complies with the Guidance.

*Existing E160116 gateway PFD contour.* The applicant for the E160116 gateway filed before July 14, 2016 and did not file a PFD contour. <sup>12</sup> As a result, Amazon uses the technical parameters from the E160116 gateway license to compute the -77.6 dBW/m²/MHz PFD contour.

Figure 3 shows the PFD contour for the existing E160116 gateway in Google Earth.

<sup>&</sup>lt;sup>10</sup> See Guidance at 3 (computing PFD contours and protection zones at bullet 3).

<sup>&</sup>lt;sup>11</sup> See id. (computing PFD contours and protection zones at bullet 5).

<sup>&</sup>lt;sup>12</sup> See 47 C.F.R. § 25.136(a)(3).

Figure 2. New Amazon Gateway PFD Contour

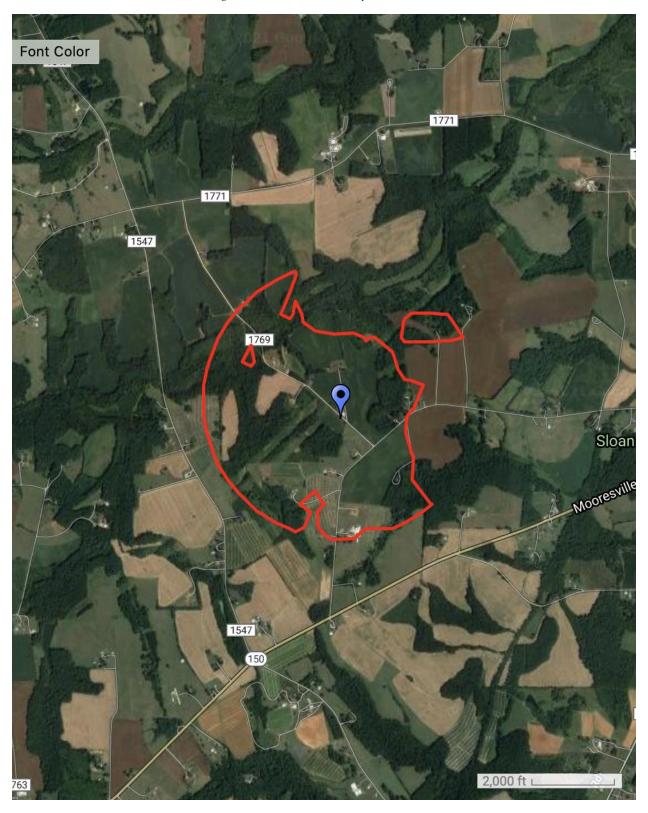
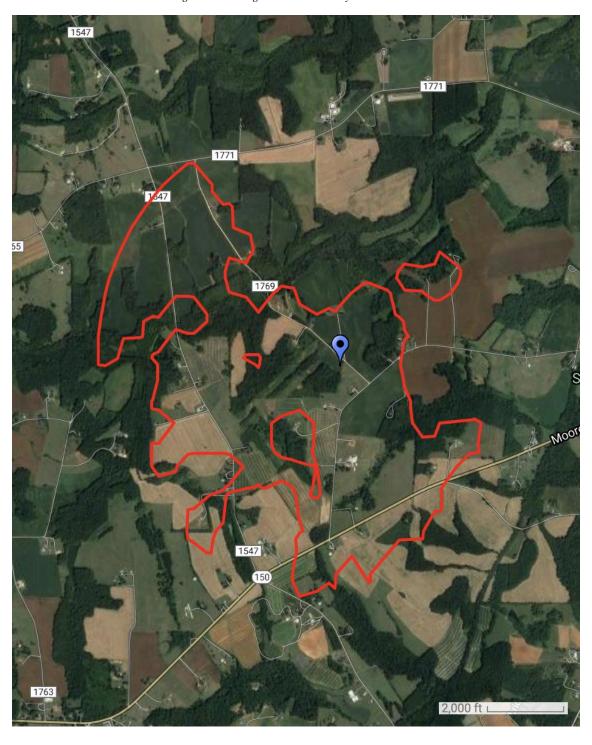


Figure 3. Existing E160116 Gateway PFD Contour



*Aggregate PFD contour.* Figure 4 shows the aggregate PFD contour (new Amazon gateway PFD contour and existing E160116 gateway PFD contour).

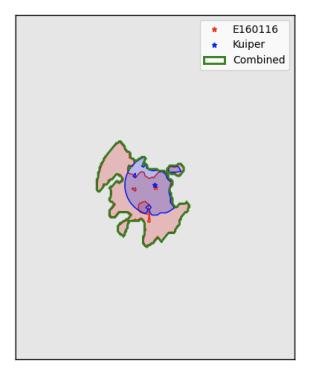


Figure 4. Aggregate PFD Contour

# Section 25.136(a)(4)(ii) (-77.6 dBm/m<sup>2</sup>/MHz PFD contour covering only certain population totals)

(ii) The area in which the earth station generates a PFD, at 10 meters above ground level, of greater than or equal to -77.6  $dBm/m^2/MHz$ , together with the similar area of any other earth station authorized pursuant to paragraph (a) of this section, does not cover, in the aggregate, more than the amount of population of the UMFUS license area within which the earth station is located as noted in table 1 to this paragraph (a)(4)(ii).

Table 1 to Paragraph (a)(4)(ii)

Population within UMFUS license area	Maximum permitted aggregate population within −77.6 dBm/m²/MHz PFD contour of earth stations
Greater than 450,000	0.1 percent of population in UMFUS license area.
Between 6,000 and 450,000	450 people.
Fewer than 6,000	7.5 percent of population in UMFUS license area.

If the aggregate PFD contour falls outside the existing gateway PFD contour, only the population outside the existing gateway's PFD contour will count against the aggregate population limit for

that licensing area.<sup>13</sup> Here, Amazon determined the overlap of the existing E160116 gateway PFD contour and new Amazon gateway PFD contour, as Figure 4 illustrates, and considered only the population covered by the new Amazon gateway PFD contour area outside the existing gateway's PFD contour when assessing compliance with the aggregate population limits.

The resulting PFD contour overlaps several census blocks, all in the County. The County's population totals 138,428 people, according to 2010 U.S. Census Bureau data, <sup>14</sup> so the maximum population permitted within the FSS gateway's -77.6 dBW/m²/MHz PFD contour is 450 people.

*New Amazon gateway*. Figure 5 shows the census blocks that are fully or partially covered by the PFD contour. Table 1 shows the total population, fractional area coverage, and fractional population coverage for each fully and partially covered census block. Table 2 shows the total population covered in each county that the PFD contour overlaps. Amazon determined that the proposed gateway's PFD contour covers no more than 15 people<sup>15</sup>—less than the 450 limit—using 2010 U.S. Census Bureau data and the actual area method.<sup>16</sup>

Combined new Amazon gateway and E160116 gateway contour. Figure 6 shows the census blocks that are fully or partially covered by the aggregate PFD contour created by the new Amazon gateway and the E160116 gateway. Table 3 shows the total population, fractional area coverage, and fractional population coverage for each fully and partially covered census block. Table 4 shows the total population covered in each county that the aggregate PFD contour overlaps.

As demonstrated below, Amazon's gateway complies with the aggregate population coverage limits in Section 25.136(a)(4)(ii).

<sup>13</sup> See Guidance at 5 (colocation of earth stations at bullet 3).

<sup>&</sup>lt;sup>14</sup> See Rowan County, North Carolina, U.S. Census Bureau, https://bit.ly/3vTJBkJ (last visited March 24, 2021).

 $<sup>^{15}</sup>$  A number of people covered by the new Amazon gateway PFD contour are covered by the existing E160116 PFD contour.

<sup>&</sup>lt;sup>16</sup> See Guidance at 4 (determining estimated aggregate population coverage at bullet 2).

Figure 5. Census Block and Population Coverage of New Amazon Gateway PFD Contour

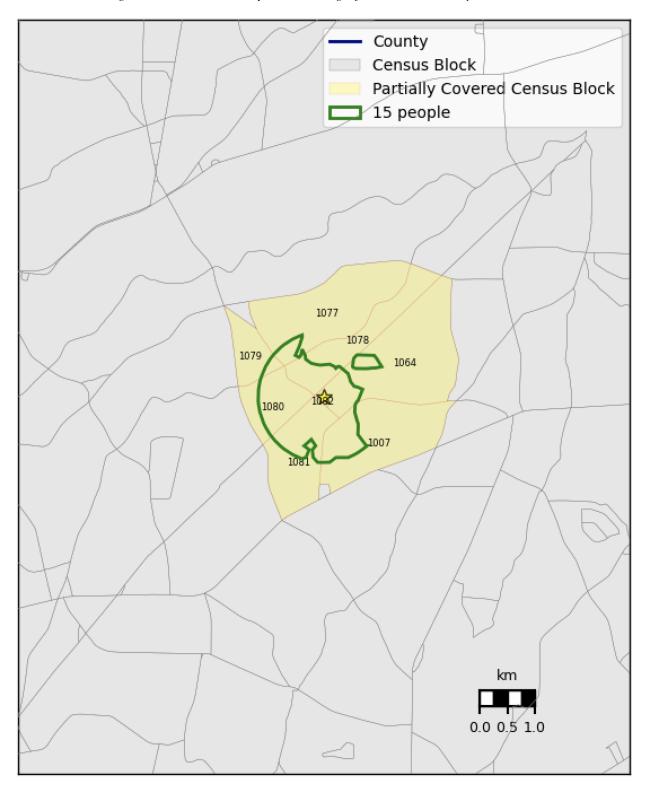
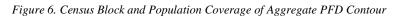


Table 1. New Amazon Gateway PFD Contour Population Coverage, by Census Block

State	County	Block ID	Block	Coverage	Covered
			Population	Fraction	Population
NC	Rowan	371590518021007	25	19%	4.8
NC	Rowan	371590519011064	21	14%	3.0
NC	Rowan	371590519011077	7	5%	0.4
NC	Rowan	371590519011078	3	27%	0.8
NC	Rowan	371590519011079	0	10%	0.0
NC	Rowan	371590519011080	0	71%	0.0
NC	Rowan	371590519011081	15	42%	6.3
NC	Rowan	371590519011082	0	100%	0.0

Table 2. New Amazon Gateway PFD Contour Population Coverage, by County

State	County	<b>County Population</b>	Allowable Popula Coverage	ntion Covered Population
NC	Rowan	138,428	450	15.3



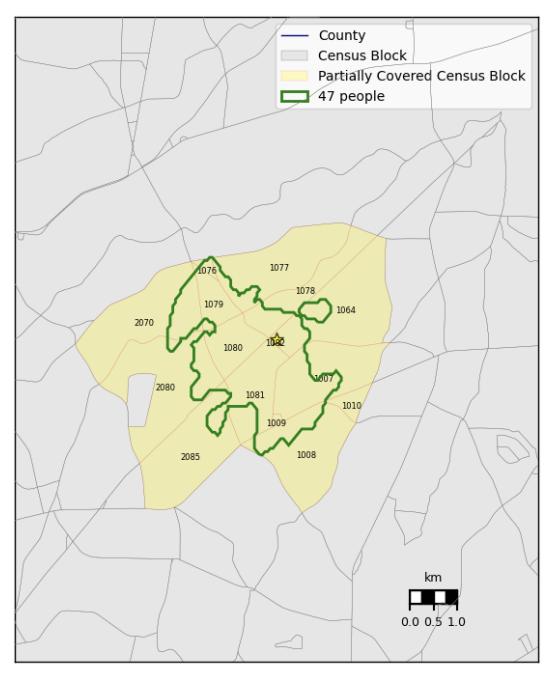


Table 3. Aggregate PFD Contour Population Coverage, by Census Block

State	County	Block ID	Block	Coverage	Covered
			Population	Fraction	Population
NC	Rowan	371590518021007	25	48%	12.1
NC	Rowan	371590518021008	15	21%	3.2
NC	Rowan	371590518021009	0	100%	0.0
NC	Rowan	371590518021010	27	0%	0.1
NC	Rowan	371590519011064	21	19%	3.9
NC	Rowan	371590519011076	0	75%	0.0
NC	Rowan	371590519011077	7	12%	0.9
NC	Rowan	371590519011078	3	29%	0.9
NC	Rowan	371590519011079	0	91%	0.0
NC	Rowan	371590519011080	0	99%	0.0
NC	Rowan	371590519011081	15	78%	11.7
NC	Rowan	371590519011082	0	100%	0.0
NC	Rowan	371590519012070	34	20%	6.8
NC	Rowan	371590519012080	35	17%	6.0
NC	Rowan	371590519012085	30	8%	2.3

Table 4. PFD Contour Population Coverage, by County

State	County	<b>County Population</b>	Allowable P Coverage	Population	Covered Population
NC	Rowan	138,428	450		47.8

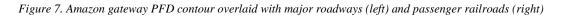
# Section 25.136(a)(4)(iii) (major event venue, urban mass transit route, passenger railroad, cruise ship port, Interstate, Other Freeways and Expressways, or Other Principal Arterial in the -77.6 dBm/m²/MHz PFD contour)

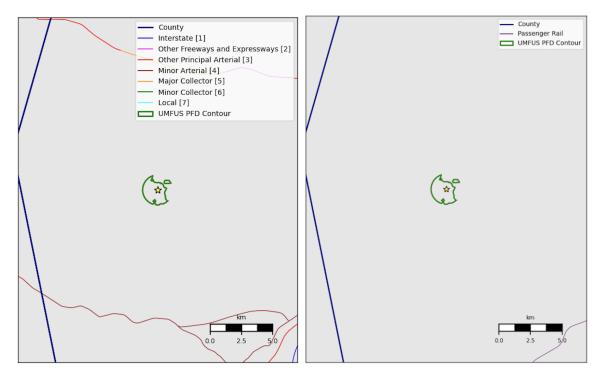
(iii) The area in which the earth station generates a PFD, at 10 meters above ground level, of greater than or equal to -77.6 dBm/m²/MHz does not contain any major event venue, urban mass transit route, passenger railroad, or cruise ship port. In addition, the area mentioned in paragraph (a)(4)(ii) of this section shall not cross any of the following types of roads, as defined in functional classification guidelines issued by the Federal Highway Administration pursuant to 23 CFR 470.105(b): Interstate, Other Freeways and Expressways, or Other Principal Arterial. The Federal Highway Administration Office of Planning, Environment, and Realty Executive Geographic Information System (HEPGIS) map contains information on the classification of roads. For purposes of this rule, an urban area shall be an Adjusted Urban Area as defined in section 101(a)(37) of Title 21 of the United States Code.

Amazon searched Google Earth and used visual analysis and shapefile data available on data.gov and the U.S. Census Bureau website to assess whether the Amazon gateway's -77.6 dBm/m²/MHz PFD contour contains any major event venues, urban mass transit route, passenger railroad, or cruise ship port. As indicated in Figure 7, the PFD contour does not overlap any such infrastructure. The PFD contour also does not cross any Interstate, Other Freeways and Expressways, or Other Principal Arterial, as defined by the Federal Highway Administration Office of Planning, Environment, and Realty Executive Geographic Information System.<sup>17</sup> The proposed gateway, therefore, adheres to Section 25.136(a)(iii).

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<sup>&</sup>lt;sup>17</sup> See Planning, Environment, Realty (HEP) HEPGIS, U.S. Department of Transportation Federal Highway Administration, https://hepgis.fhwa.dot.gov/fhwagis/ (last visited March 24, 2021).





# Section 25.136(a)(4)(iv) (coordination with existing UMFUS licensees located within a PFD contour greater than or equal to -77.6 dBm/m²/MHz)

(iv) The applicant has successfully completed frequency coordination with the UMFUS licensees within the area in which the earth station generates a PFD, at 10 meters above ground level, of greater than or equal to -77.6 dBm/m²/MHz with respect to existing facilities constructed and in operation by the UMFUS licensee. In coordinating with UMFUS licensees, the applicant shall use the applicable processes contained in §101.103(d) of this chapter.

Exhibit C, Comsearch Coordination Report, establishes that Amazon has completed coordination with existing UMFUS licensees, as Section 25.136(a)(iv) requires.<sup>18</sup>

<sup>&</sup>lt;sup>18</sup> See 47 C.F.R. § 101.103(d).

# **EXHIBIT B (RADIATION HAZARD ANALYSIS)**

#### Introduction

In accordance with OET Bulletin 65,<sup>1</sup> this Radiation Hazard Analysis demonstrates that the Amazon 2.4m gateway antennas comply with Commission limits for human exposure to radiofrequency ("RF").

OET Bulletin 65 and section 1.1310 of the Commission's rules specify two separate tiers of maximum permissible exposure ("MPE").<sup>2</sup> The occupational/controlled MPE limit is 5 milliwatts per centimeter squared averaged over any six minute period.<sup>3</sup> The general population/uncontrolled MPE limit is 1 milliwatt per centimeter squared averaged over any thirty minute period.<sup>4</sup>

Amazon calculated the (i) power over the sub-reflector and antenna surface and (ii) near-field and far-field power density for the main and off-axis beams and confirms compliance with both MPE tiers' limits for all regions.

- *Occupational/controlled exposure*. This population will not experience harmful radiation levels, as determined by the Commission. The results for the worst-case scenario (near-field, main-beam power density) support this conclusion.
- *General population/uncontrolled exposure*. This population will not experience harmful radiation levels, as determined by the Commission. The results for the worst-case scenario (near-field, off-axis power density) support this conclusion. Furthermore, gateways will be deployed in occupational/controlled exposure environments within access-controlled, locked facilities and will be inaccessible to the general population.

### **Input Parameters**

Input Parameter	Unit	Value
Aperture Diameter	meters	2.4
Aperture Radius	meters	1.20
Sub-reflector Diameter	meters	0.408
Sub-reflector Radius	meters	0.204
Aperture Efficiency	Percentage	46%
Frequency	MHz	28750.00
Total Transmitter Power	W	80
Minimum Elevation Angle	degrees	20.00

<sup>&</sup>lt;sup>1</sup> See FCC OET Bulletin 65, Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields (Aug. 1997) ("OET Bulletin 65"). Amazon is aware of and will comply with the recently modified rules for radiofrequency exposure that are relevant to fixed earth stations. See generally Proposed Changes in the Commission's Rules Regarding Human Exposure to Radiofrequency Electromagnetic Fields et al., Second Report and Order et al., 34 FCC Rcd 11687 (2019).

1

<sup>&</sup>lt;sup>2</sup> See 47 C.F.R. § 1.1310.

<sup>&</sup>lt;sup>3</sup> See OET Bulletin 65 at Appendix A, Table 1(A).

<sup>&</sup>lt;sup>4</sup> See id. at Appendix A, Table 1(B).

#### **Calculations**

Calculated Variables	Unit	Value	Variable	OET Ref
Wavelength	meters	0.01	$\lambda = \frac{c}{f}$	
Area of Reflector	meters^2	4.52	$A = \pi r^2$	
Area of Sub-reflector	meters^2	0.1307	$A_{sub} = \pi r^2$	
Antenna Gain		240499.6	$G = \frac{\eta 4\pi A}{\lambda^2}$	(15)
Antenna Gain	dBi	53.8	$G_{dBi} = 10 * log_{10}(G)$	
Near-Field Distance	meters	138.10	$R_{nf} = \frac{D^2}{4\lambda}$ $R_{ff} = \frac{0.6D^2}{\lambda}$	(12)
Far-Field Distance	meters	331.43	$R_{ff} = \frac{0.6D^2}{\lambda}$	(16)
Far-Field Off-Axis Gain	dBi	-0.53	$G_{ff (dBi)} = 29 - 25log_{10}(\theta)$ $\theta = min \ elevation = 20^{\circ}$	
Far-Field Off-Axis Gain		0.89	$G_{ff} = 10^{\left(\frac{G_{ff(dBi)}}{10}\right)}$	
Power over Sub-reflector	mW/cm^2	244.76	$S_{surface} = \frac{4P}{A_{sub}}$	(11)
Power over Antenna Surface	mW/cm^2	7.07	$S_{surface} = \frac{4P}{A}$	(11)
Near-Field Power Density (Main Beam)	mW/cm^2	3.25	$S_{nf} = \frac{16\eta P}{\pi D^2}$	(13)
Near-Field Power Density (Off-Axis)	mW/cm^2	0.033	$S_{nf} = \frac{16\eta P}{100\pi D^2}$	(13) 5
Far-Field Max Power Density (Main Beam)	mW/cm^2	1.39	$S_{ff} = \frac{PG}{4\pi R^2}$	(18)
Far-Field Max Power Density (Off-Axis)	mW/cm^2	0.000	$S_{surface} = \frac{4P}{A}$ $S_{nf} = \frac{16\eta P}{\pi D^2}$ $S_{nf} = \frac{16\eta P}{100\pi D^2}$ $S_{ff} = \frac{PG}{4\pi R^2}$ $S_{ff off-axis} = \frac{PG_{ff}}{4\pi R^2}$	(18) 6

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<sup>&</sup>lt;sup>5</sup> See id. at 30 ("For off-axis calculations in the near-field and in the transition region it can be assumed that, if the point of interest is at least one antenna diameter removed from the center of the main beam, the power density at that point would be at least a factor of 100 (20 dB) less than the value calculated for the equivalent distance in the main beam see Reference [15]).").

<sup>&</sup>lt;sup>6</sup> See id. ("For practical estimation of RF fields in the off-axis vicinity of aperture antennas, use of the antenna radiation pattern envelope can be useful. For example, for the case of an earth station in the fixed-satellite service, the Commission's Rules specify maximum allowable gain for antenna sidelobes not within the plane of the geostationary satellite orbit, such as at ground level. . . . Use of the gain obtained from these relationships in simple far-field calculations, such as Equation 18, will generally be sufficient for estimating RF field levels in the surrounding environment, since the apparent aperture of the antenna is typically very small compared to its frontal area.").

#### **Additional Safety Measures**

Access to Amazon's antennas will be carefully controlled. The antennas will be enclosed by a 3m tall fence with locked gates. There will be clear and visible signage that will warn individuals of potential RF exposure risk. Each antenna will have an emergency stop switch that is to be engaged whenever personnel are working on or close to the antenna. The emergency stop switch will disable all RF transmissions from the antenna. All pedestrian gates shall be fully access controlled. Emergency or delivery gates shall be secured with a lock and monitored. Additionally, the transmitter will be turned off during maintenance activities.

#### **Results**

In a controlled area accessible to the occupational population, the peak near-field power density (3.25 mW/cm<sup>2</sup>) and peak far-field power density (1.39 mW/cm<sup>2</sup>) levels do not exceed the MPE limit of 5 mW/cm<sup>2</sup> averaged over a period of six minutes.

In an uncontrolled area accessible to the general population, the off-axis near-field power density (0.033 mW/cm²) and off-axis far-field power density (0.000 mW/cm²) levels are below the MPE limit of 1 mW/cm² averaged over a period of thirty minutes.<sup>7</sup>

This Radiation Hazard Analysis demonstrates that harmful levels of radiation will not occur in the regions accessible by both the occupational and general populations.

<sup>&</sup>lt;sup>7</sup> The minimum elevation angle of 20 degrees mostly prohibits the potential for the general population to be affected by the peak power density levels. Additionally, the constant repositioning of the antennas as they track Kuiper System low-earth orbit satellites also ensures that the average power density levels will be significantly reduced when averaged over any sixminute period.

# **EXHIBIT C (COMSEARCH REPORT)**

# FREQUENCY COORDINATION AND INTERFERENCE ANALYSIS REPORT

Prepared for
Kuiper Systems LLC.
MOUNT ULLA, NC
Satellite Earth Station

Prepared By: COMSEARCH 19700 Janelia Farm Boulevard Ashburn, VA 20147 March 09, 2021

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	CERTIFICATION 1	

# 1. CONCLUSIONS

An interference study considering all existing, proposed and prior coordinated microwave facilities within the coordination contours of the proposed earth station demonstrates that this site will operate satisfactorily with the common carrier microwave environment. Further, there will be no restrictions of its operation due to interference considerations.

# 2. SUMMARY OF RESULTS

A number of great circle interference cases were identified during the interference study of the proposed earth station. Each of the cases, which exceeded the interference objective on a line-of-sight basis, was profiled and the propagation losses estimated using NBS TN101 (Revised) techniques. The losses were found to be sufficient to reduce the signal levels to acceptable magnitudes in every case.

# 3. SUPPLEMENTAL SHOWING

Pursuant to Part 25.203(c) of the FCC Rules and Regulations, the satellite earth station proposed in this application was coordinated by Comsearch using computer techniques and in accordance with Part 25 of the FCC Rules and Regulations.

Coordination data for this earth station was sent to the below listed carriers with a letter dated 02/02/2021.

#### Company

AT&T Corp.

B2x Online Inc

Bladen, County of

**Buncombe County** 

Business Only Broadband, LLC

Capitol Broadcasting Company Inc - WRAL

Cellco Partnership - North Carolina

Cellco Partnership - South Carolina

City of Durham, NC

City of Greenville, SC

Clearwire Spectrum Holdings II, LLC

Clearwire Spectrum Holdings III, LLC

Clearwire Spectrum Holdings LLC

Conterra Ultra Broadband, LLC

EnergyUnited EMC

Florence City South Carolina

Franklin County Schools

General Dynamics - OTS, Inc.

Hardy Cellular Telephone Company

Liberty University

Moore County of

NTInet, Inc

New Cingular Wireless PCS LLC - VA

New Cingular Wireless PCS LLC - WV,NC,SC

North Carolina State Highway Patrol

Olympic Wireless, LLC

Orange Water and Sewer Authority

PTA-FLA, Inc.

Roanoke County of

SC Educational Television Commission

Shenandoah Personal Communications, LLC

South Carolina Dept of Transportation

Sprint Spectrum L.P.

Sprintcom, Inc.

T-Mobile License LLC

Telecom Transport Management, Inc.

The Wired Road Authority

USCOC of Greater North Carolina, LLC

Verizon Wireless (VAW) LLC- Tennessee

Virginia Everywhere, LLC

WCNC TV Inc.
WUNC Public Radio, LLC
Warren County Emergency Services
West Virginia Educational Broadcasting
York, County of
iHM Licenses, LLC

This section presents the data pertinent to frequency coordination of the proposed earth station that was circulated to all carriers within its coordination contours.			
This section presents the data pertinent to frequency coordination of the proposed earth station that was circulated to all carriers within its coordination contours.			

## COMSEARCH

#### **Earth Station Data Sheet**

19700 Janelia Farm Boulevard, Ashburn, VA 20147 (703)726-5500 http://www.comsearch.com

Date: 03/09/2021

Job Number: 210202COMSGE03

**Administrative Information** 

Status ENGINEER PROPOSAL

Call Sign

Licensee Code KUIPER

Licensee Name Kuiper Systems LLC.

Site Information MOUNT ULLA, NC

Venue Name

Latitude (NAD 83) 35° 38' 58.2" N Longitude (NAD 83) 80° 40' 5.3" W

Climate Zone A
Rain Zone 1

Ground Elevation (AMSL) 246.43 m / 808.5 ft

**Link Information** 

Satellite Type Low Earth Orbit
Mode TR - Transmit-Receive

Modulation Digital Minimum Elevation Angle 20.0°

Azimuth Range 0.0° to 360°
Antenna Centerline (AGL) 2.74 m / 9.0 ft

Antenna Informat	ion	Receive - FCC3	2	Transmit - FCC32		
Manufacturer		Kuiper		Kuiper	Kuiper	
Model		Model 24001		Model 24001		
Gain / Diameter		49.0 dBi / 2.4 m		53.8 dBi / 2.4 m		
3-dB / 15-dB Beamwidt	h	0.77° / 1.70°		0.49° / 1.17°		
Max Available RF Power	(dBW/4 kHz)			-41.0		
	(dBW/MHz)			-17.0		
Maximum EIRP	(dBW/4 kHz)			12.8		
	(dBW/MHz)			36.8		
Interference Objectives:	Long Term	-156.0 dBW/MHz	20%	-151.0 dBW/4 kHz 20%		
·	Short Term	-146.0 dBW/MHz	0.01%	-128.0 dBW/4 kHz 0.0025%		
Frequency Informatio	n	Receive 18.0 GHz		Transmit 28.0 GHz		
Emission / Frequency Rango	e (MHz)	50M0G7D - 500MG7D / 17800.0 - 18600.0 50M0 50M0G7D - 500MG7D / 18800.0 - 20200.0		0M0G7D - 500MG7D / 27500.0 - 30000.0		
Max Great Circle Coordin	ation Distance	247.0 km / 153.5 r	ni	25.0 km / 15.5 mi		
Precipitation Scatter Conf	our Padius	100.0 km / 62.1 m	i	100.0 km / 62.1 mi		

# **COMSEARCH**

## **Earth Station Data Sheet**

19700 Janelia Farm Boulevard, Ashburn, VA 20147 (703)726-5500 http://www.comsearch.com

Coordination Values MOUNT ULLA, NC

Licensee Name
Latitude (NAD 83)
Longitude (NAD 83)
Ground Elevation (AMSL)
Antenna Centerline (AGL)
Antenna Model

Kuiper Systems LLC.
35° 38' 58.2" N
80° 40' 5.3" W
246.43 m / 808.5 ft
2.74 m / 9.0 ft
Kuiper 2.4 meter

Antenna Mode Receive 18.0 GHz Transmit 28.0 GHz
Interference Objectives: Long Term Short Term Short Term -146.0 dBW/MHz 0.01% Transmit 28.0 GHz -151.0 dBW/4 kHz 20% -128.0 dBW/4 kHz 0.0025%

Max Available RF Power -41.0 (dBW/4 kHz)

			Receive	e 18.0 GHz	Transm	nit 28.0 GHz
	Horizon	Antenna	Horizon	Coordination	Horizon	Coordination
Azimuth (°)	Elevation (°)	Discrimination (°)	Gain (dBi)	Distance (km)	Gain (dBi)	Distance (km)
0	0.00	95.47	-0.50	247.00	-0.50	25.00
5	0.00	90.47	-0.50	247.00	-0.50	25.00
10	0.00	85.47	-0.50	247.00	-0.50	25.00
15	0.00	80.47	-0.50	247.00	-0.50	25.00
20	0.00	75.48	-0.50	247.00	-0.50	25.00
25	0.00	70.48	-0.50	247.00	-0.50	25.00
30	0.00	65.48	-0.50	247.00	-0.50	25.00
35	0.00	60.48	-0.50	247.00	-0.50	25.00
40	0.00	55.48	-0.50	247.00	-0.50	25.00
45	0.00	50.48	-0.50	247.00	-0.50	25.00
50	0.00	45.48	-0.50	247.00	-0.50	25.00
55	0.00	40.49	-0.50	247.00	-0.50	25.00
60	0.00	35.49	-0.50	247.00	-0.50	25.00
65	0.00	30.49	-0.50	247.00	-0.50	25.00
70	0.00	25.50	-0.50	247.00	-0.50	25.00
75	0.00	20.50	-0.50	247.00	-0.50	25.00
80	0.00	15.51	-0.50	247.00	-0.50	25.00
85	0.00	10.53	-0.50	247.00	-0.50	25.00
90	0.00	5.59	-0.50	247.00	-0.50	25.00
95	0.00	1.22	-0.50	247.00	-0.50	25.00
100	0.00	4.66	-0.50	247.00	-0.50	25.00
105	0.00	9.59	-0.50	247.00	-0.50	25.00
110	0.00	14.57	-0.50	247.00	-0.50	25.00
115	0.00	19.56	-0.50	247.00	-0.50	25.00
120	0.00	24.55	-0.50	247.00	-0.50	25.00
125	0.00	29.55	-0.50	247.00	-0.50	25.00
130	0.00	34.54	-0.50	247.00	-0.50	25.00
135	0.00	39.54	-0.50	247.00	-0.50	25.00
140	0.00	44.54	-0.50	247.00	-0.50	25.00
145	0.00	49.54	-0.50	247.00	-0.50	25.00
150	0.00	54.53	-0.50	247.00	-0.50	25.00
155	0.00	59.53	-0.50	247.00	-0.50	25.00
160	0.00	64.53	-0.50	247.00	-0.50	25.00
165	0.00	69.53	-0.50	247.00	-0.50	25.00
170	0.00	74.53	-0.50	247.00	-0.50	25.00
175	0.00	79.53	-0.50	247.00	-0.50	25.00
180	0.00	84.53	-0.50	247.00	-0.50	25.00
185	0.00	89.53	-0.50	247.00	-0.50	25.00

## COMSEARCH

#### **Earth Station Data Sheet**

19700 Janelia Farm Boulevard, Ashburn, VA 20147 (703)726-5500 http://www.comsearch.com

Transmit 28.0 GHz

Coordination Values MOUNT ULLA, NC

Licensee Name

Latitude (NAD 83)

Longitude (NAD 83)

Ground Elevation (AMSL)

Antenna Centerline (AGL)

Antenna Model

Kuiper Systems LLC.

35° 38' 58.2" N

80° 40' 5.3" W

246.43 m / 808.5 ft

2.74 m / 9.0 ft

Kuiper 2.4 meter

Antenna Mode Receive 18.0 GHz

Max Available RF Power -41.0 (dBW/4 kHz)

			Receive	e 18.0 GHz	Transn	nit 28.0 GHz
	Horizon	Antenna	Horizon	Coordination	Horizon	Coordination
Azimuth (°)	Elevation (°)	Discrimination (°)	Gain (dBi)	Distance (km)	Gain (dBi)	Distance (km)
190	0.00	94.53	-0.50	247.00	-0.50	25.00
195	0.00	99.53	-0.50	247.00	-0.50	25.00
200	0.00	104.52	-0.50	247.00	-0.50	25.00
205	0.00	109.52	-0.50	247.00	-0.50	25.00
210	0.23	114.52	-0.50	247.00	-0.50	25.00
215	0.22	119.52	-0.50	247.00	-0.50	25.00
220	0.00	124.52	-0.50	247.00	-0.50	25.00
225	0.00	129.52	-0.50	247.00	-0.50	25.00
230	0.00	134.52	-0.50	247.00	-0.50	25.00
235	0.00	139.51	-0.50	247.00	-0.50	25.00
240	0.00	144.51	-0.50	247.00	-0.50	25.00
245	0.00	149.51	-0.50	247.00	-0.50	25.00
250	0.00	154.50	-0.50	247.00	-0.50	25.00
255	0.00	159.50	-0.50	247.00	-0.50	25.00
260	0.00	164.49	-0.50	247.00	-0.50	25.00
265	0.00	169.47	-0.50	247.00	-0.50	25.00
270	0.00	174.41	-0.50	247.00	-0.50	25.00
275	0.00	178.78	-0.50	247.00	-0.50	25.00
280	0.00	175.34	-0.50	247.00	-0.50	25.00
285	0.00	170.41	-0.50	247.00	-0.50	25.00
290	0.00	165.43	-0.50	247.00	-0.50	25.00
295	0.00	160.44	-0.50	247.00	-0.50	25.00
300	0.00	155.45	-0.50	247.00	-0.50	25.00
305	0.00	150.45	-0.50	247.00	-0.50	25.00
310	0.00	145.46	-0.50	247.00	-0.50	25.00
315	0.00	140.46	-0.50	247.00	-0.50	25.00
320	0.00	135.46	-0.50	247.00	-0.50	25.00
325	0.00	130.46	-0.50	247.00	-0.50	25.00
330	0.00	125.47	-0.50	247.00	-0.50	25.00
335	0.00	120.47	-0.50	247.00	-0.50	25.00
340	0.00	115.47	-0.50	247.00	-0.50	25.00
345	0.00	110.47	-0.50	247.00	-0.50	25.00
350	0.00	105.47	-0.50	247.00	-0.50	25.00
355	0.00	100.47	-0.50	247.00	-0.50	25.00

# 5. CERTIFICATION

I HEREBY CERTIFY THAT I AM THE TECHNICALLY QUALIFIED PERSON RESPONSIBLE FOR THE PREPARATION OF THE FREQUENCY COORDINATION DATA CONTAINED IN THIS APPLICATION, THAT I AM FAMILIAR WITH PARTS 101 AND 25 OF THE FCC RULES AND REGULATIONS, THAT I HAVE EITHER PREPARED OR REVIEWED THE FREQUENCY COORDINATION DATA SUBMITTED WITH THIS APPLICATION, AND THAT IT IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: \_\_\_

Gary K. Edwards Senior Manager COMSEARCH 19700 Janelia Farm Boulevard Ashburn, VA 20147

DATED: March 09, 2021

# Ka-Band Earth Station – Mount Ulla, NC Frequency Coordination Report 28 GHz



Prepared on Behalf of KUIPER SYSTEMS, LLC

March 9, 2021





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# 1. Summary of Results

On behalf of KUIPER SYSTEMS, LLC, Comsearch performed a coordination notice under Section 25.203(c) and Section 25.136(a)(4) of the FCC's rules for all existing and proposed terrestrial licenses within the coordination contours of their proposed Ka-Band earth station in Mount Ulla, NC, which will transmit at 28 GHz<sup>1</sup>. Prior-notification letters were sent to the licensees and a copy of the notification data is provided in section four of this report. The earth station coordination was finalized on March 9, 2021.

There are no unresolved objections from any of the incumbent 28 GHz licensees.

# 2. 28 GHz Common Carrier and LTTS Coordination

In accordance with FCC Rules and Regulations, the Ka-Band earth station in Mount Ulla, NC was prior-coordinated by Comsearch. A notification letter and datasheets for this earth station were sent to the following 28 GHz common carrier fixed microwave licensees. These licensees are authorized to operate temporary fixed operations from 27.5 – 29.5 GHz on a nationwide basis or local basis.

Licensee	Authorized Geographic Area		
AT&T	Statewide: NC		
Frontier	Nationwide		

A notification letter and datasheets for the Ka-Band earth station in Mount Ulla, NC were also sent to the following 28 GHz local television transmission licensee. This licensee is authorized to operate temporary fixed operations from 27.5 – 29.5 GHz on a nationwide basis.

Licensee	Authorized Geographic Area
Information Super Station, LLC	Continental US

No objections were received from the common carrier or local television transmission service incumbents.

.

<sup>&</sup>lt;sup>1</sup> The proposed earth station will operate in the 27.5 – 30.0 GHz portion of the Ka-Band.



# 3. 28 GHz UMFUS Coordination

There was one 28 GHz UMFUS licensee identified within the coordination distance of the proposed earth station. The proposed earth station will operate on frequencies that overlap Channel L1 & L2 of the UMFUS service. The total frequency allocation for Channels L1 & L2 of the UMFUS spectrum appears below.

**Channel: L1** 27.500 - 27.925 GHz

**L2** 27.925 - 28.350 GHz

Licensee	Authorized Geographic Area
Verizon (also an LMDS Licensee)	Market Based

There are no Unresolved Objections from the UMFUS incumbents within coordination distance.

KUIPER SYSTEMS, LLC Ka-Band Earth Station – Mount Ulla, NC Frequency Coordination Report 28 GHz

# 4. Earth Station Coordination Data

This section presents the data pertinent to the proposed Ka-Band earth station in Mount Ulla, NC. This data was circulated to all incumbent licensees in the shared 28 GHz frequency ranges.



#### KUIPER SYSTEMS, LLC Ka-Band Earth Station - Mount Ulla, NC Frequency Coordination Report 28 GHz

36.8

-128.0 dBW/4 kHz 0.0025%

Job Number: 210202COMSGE03

Administrative Information

ENGINEER PROPOSAL Status

Call Sign

Licensee Code KUIPER

Licensee Name Kuiper Systems LLC.

Site Information MOUNT ULLA, NC

Venue Name

35° 38' 58.2" N Latitude (NAD 83) Longitude (NAD 83) 80° 40' 5.3" W

Climate Zone Α Rain Zone 1

Ground Elevation (AMSL) 246.43 m / 808.5 ft

Link Information

Satellite Type Low Earth Orbit

Mode TR - Transmit-Receive

(dBW/MHz)

Short Term

Modulation Digital Minimum Elevation Angle 20.0°

Azimuth Range 0.0° to 360° Antenna Centerline (AGL) 2.74 m / 9.0 ft

Antenna Information Receive - FCC32 Transmit - FCC32 Manufacturer Kuiper Kuiper

Model 24001 Model 24001 Model Gain / Diameter 49.0 dBi / 2.4 m 53.8 dBi / 2.4 m 3-dB / 15-dB Beamwidth 0.77° / 1.70° 0.49° / 1.17°

Max Available RF Power (dBW/4 kHz) -41.0 (dBW/MHz) -17.0

Maximum EIRP (dBW/4 kHz) 12.8

-151.0 dBW/4 kHz 20% Interference Objectives: Long Term -156.0 dBW/MHz 20%

-146.0 dBW/MHz Frequency Information Receive 18.0 GHz Transmit 28.0 GHz

Emission / Frequency Range (MHz) 50M0G7D - 500MG7D / 17800.0 - 18600.0 50M0G7D - 500MG7D / 27500.0 - 30000.0

50M0G7D - 500MG7D / 18800.0 - 20200.0

0.01%

25.0 km / 15.5 mi Max Great Circle Coordination Distance 247.0 km / 153.5 mi Precipitation Scatter Contour Radius 100.0 km / 62.1 mi 100.0 km / 62.1 mi

## KUIPER SYSTEMS, LLC Ka-Band Earth Station – Mount Ulla, NC Frequency Coordination Report 28 GHz

Coordination Values Licensee Name Latitude (NAD 83) Longitude (NAD 83) Ground Elevation (AMSL)

Antenna Centerline (AGL) Antenna Model

Antenna Mode Interference Objectives: Long Term Short Term 0.0025%

MOUNT ULLA, NC Kuiper Systems LLC. 35° 38' 58.2" N 80° 40' 5.3" W 246.43 m / 808.5 ft 2.74 m / 9.0 ft Kuiper 2.4 meter

Receive 18.0 GHz -156.0 dBW/MHz 20% -146.0 dBW/MHz 0.01% Transmit 28.0 GHz -151.0 dBW/4 kHz 20% -128.0 dBW/4 kHz

Max Available RF Power

-41.0 (dBW/4 kHz)

			Receiv	e 18.0 GHz	Transmit 28.0 GHz	
	Horizon	Antenna	Horizon	Coordination	Horizon	Coordination
Azimuth (°)	Elevation (°)	Discrimination (°)	Gain (dBi)	Distance (km)	Gain (dBi)	Distance (km
0	0.00	95.47	-0.50	247.00	-0.50	25.00
5	0.00	90.47	-0.50	247.00	-0.50	25.00
10	0.00	85.47	-0.50	247.00	-0.50	25.00
15	0.00	80.47	-0.50	247.00	-0.50	25.00
20	0.00	75.48	-0.50	247.00	-0.50	25.00
25	0.00	70.48	-0.50	247.00	-0.50	25.00
30	0.00	65.48	-0.50	247.00	-0.50	25.00
35	0.00	60.48	-0.50	247.00	-0.50	25.00
40	0.00	55.48	-0.50	247.00	-0.50	25.00
45	0.00	50.48	-0.50	247.00	-0.50	25.00
50	0.00	45.48	-0.50	247.00	-0.50	25.00
55	0.00	40.49	-0.50	247.00	-0.50	25.00
60	0.00	35.49	-0.50	247.00	-0.50	25.00
65	0.00	30.49	-0.50	247.00	-0.50	25.00
70	0.00	25.50	-0.50	247.00	-0.50	25.00
75	0.00	20.50	-0.50	247.00	-0.50	25.00
80	0.00	15.51	-0.50	247.00	-0.50	25.00
85	0.00	10.53	-0.50	247.00	-0.50	25.00
90	0.00	5.59	-0.50	247.00	-0.50	25.00
95	0.00	1.22	-0.50	247.00	-0.50	25.00
100	0.00	4.66	-0.50	247.00	-0.50	25.00
105	0.00	9.59	-0.50	247.00	-0.50	25.00
110	0.00	14.57	-0.50	247.00	-0.50	25.00
115	0.00	19.56	-0.50	247.00	-0.50	25.00
120	0.00	24.55	-0.50	247.00	-0.50	25.00
125	0.00	29.55	-0.50	247.00	-0.50	25.00
130	0.00	34.54	-0.50	247.00	-0.50	25.00
135	0.00	39.54	-0.50	247.00	-0.50	25.00
140	0.00	44.54	-0.50	247.00	-0.50	25.00
145	0.00	49.54	-0.50	247.00	-0.50	25.00
150	0.00	54.53	-0.50	247.00	-0.50	25.00
155	0.00	59.53	-0.50	247.00	-0.50	25.00
160	0.00	64.53	-0.50	247.00	-0.50	25.00
165	0.00	69.53	-0.50	247.00	-0.50	25.00
170	0.00	74.53	-0.50	247.00	-0.50	25.00
175	0.00	79.53	-0.50	247.00	-0.50	25.00
180	0.00	84.53	-0.50	247.00	-0.50	25.00
185	0.00	89.53	-0.50	247.00	-0.50	25.00

Coordination Values Licensee Name Latitude (NAD 83) Longitude (NAD 83) Ground Elevation (AMSL) Antenna Centerline (AGL) Antenna Model MOUNT ULLA, NC Kuiper Systems LLC. 35° 38' 58.2" N 80° 40' 5.3" W 246.43 m / 808.5 ft 2.74 m / 9.0 ft Kuiper 2.4 meter Receive 18.0 GHz

Antenna Mode Interference Objectives: Long Term Short Term Receive 18.0 GHz
-156.0 dBW/MHz
20%
-151.0 dBW/4 kHz
20%
-146.0 dBW/MHz
0.01%
-128.0 dBW/4 kHz

0.0025% Max Available RF Power

-41.0 (dBW/4 kHz)

			Receiv	e 18.0 GHz	Transmit 28.0 GHz	
Azimuth (°)	Horizon Elevation (°)	Antenna Discrimination (°)	Horizon Gain (dBi)	Coordination Distance (km)	Horizon Gain (dBi)	Coordination Distance (km
190	0.00	94.53	-0.50	247.00	-0.50	25.00
195	0.00	99.53	-0.50	247.00	-0.50	25.00
200	0.00	104.52	-0.50	247.00	-0.50	25.00
205	0.00	109.52	-0.50	247.00	-0.50	25.00
210	0.23	114.52	-0.50	247.00	-0.50	25.00
215	0.22	119.52	-0.50	247.00	-0.50	25.00
220	0.00	124.52	-0.50	247.00	-0.50	25.00
225	0.00	129.52	-0.50	247.00	-0.50	25.00
230	0.00	134.52	-0.50	247.00	-0.50	25.00
235	0.00	139.51	-0.50	247.00	-0.50	25.00
240	0.00	144.51	-0.50	247.00	-0.50	25.00
245	0.00	149.51	-0.50	247.00	-0.50	25.00
250	0.00	154.50	-0.50	247.00	-0.50	25.00
255	0.00	159.50	-0.50	247.00	-0.50	25.00
260	0.00	164.49	-0.50	247.00	-0.50	25.00
265	0.00	169.47	-0.50	247.00	-0.50	25.00
270	0.00	174.41	-0.50	247.00	-0.50	25.00
275	0.00	178.78	-0.50	247.00	-0.50	25.00
280	0.00	175.34	-0.50	247.00	-0.50	25.00
285	0.00	170.41	-0.50	247.00	-0.50	25.00
290	0.00	165.43	-0.50	247.00	-0.50	25.00
295	0.00	160.44	-0.50	247.00	-0.50	25.00
300	0.00	155.45	-0.50	247.00	-0.50	25.00
305	0.00	150.45	-0.50	247.00	-0.50	25.00
310	0.00	145.46	-0.50	247.00	-0.50	25.00
315	0.00	140.46	-0.50	247.00	-0.50	25.00
320	0.00	135.46	-0.50	247.00	-0.50	25.00
325	0.00	130.46	-0.50	247.00	-0.50	25.00
330	0.00	125.47	-0.50	247.00	-0.50	25.00
335	0.00	120.47	-0.50	247.00	-0.50	25.00
340	0.00	115.47	-0.50	247.00	-0.50	25.00
345	0.00	110.47	-0.50	247.00	-0.50	25.00
350	0.00	105.47	-0.50	247.00	-0.50	25.00
355	0.00	100.47	-0.50	247.00	-0.50	25.00

KUIPER SYSTEMS, LLC Ka-Band Earth Station – Mount Ulla, NC Frequency Coordination Report 28 GHz

# 5. Contact Information

For questions or information regarding the 28 GHz Frequency Coordination Report, please contact:

Contact person: Dennis Jimeno

Title: Engineer III, Telecommunications

Company: Comsearch

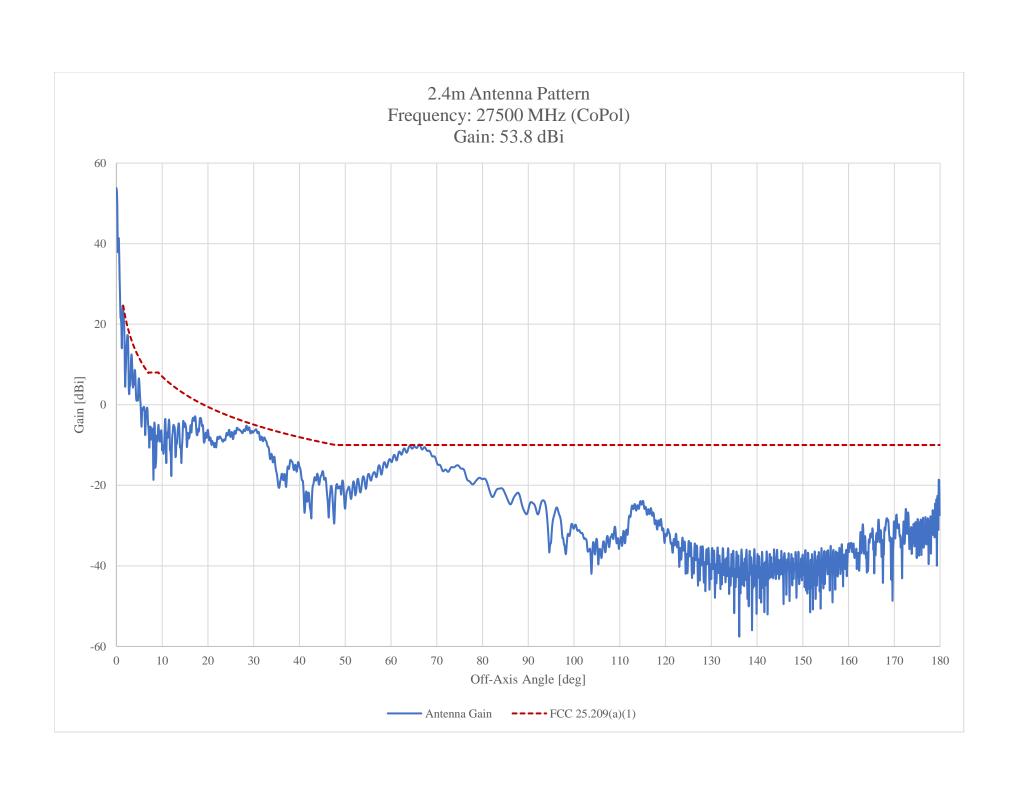
Address: 19700 Janelia Farm Blvd., Ashburn, VA 20147

Telephone: 703-726-5858 Fax: 703-726-5599

Email: DJimeno@Comsearch.com

Web site: www.comsearch.com

# EXHIBIT D (ANTENNA PATTERN)



# **Rowan County, North Carolina**

# Telecommunications Site Review New Telecommunications Facility



2423 S Orange Ave #317 Orlando, FL 32806 Tel: 877.438.2851 Fax: 877.220.4593

August 30, 2022

Mr. Shane A. Stewart, AICP, CFM Assistant Planning Director Rowan County Planning & Development 402 N. Main Street, Suite 204 Salisbury, NC 28144

RE: APPLICANT/PROVIDER: Amazon Kuiper Infrastructure, LLC

SITE ID: CLT501 / Mt. Ulla

ADDRESS: 0 Upright Road, Mount Ulla, NC 28125

**LATITUDE:** 35° 38′ 58.2" N **LONGITUDE:** 80°40′ 05.3" W

Dear Mr. Stewart,

At your request, on behalf of Rowan County, North Carolina ("County"), CityScape Consultants, Inc. ("CityScape") in its capacity as telecommunications consultant for the County, has reviewed a Special Use Permit application submitted by Amazon Kuiper Infrastructure ("Applicant") to construct a new fixed gateway earth station ("gateway") consisting of an array of six (6) satellite dish antennas ("dishes") 2.4 meters (7.9 feet) in diameter and standing at a maximum of thirteen (13) feet above grade, and an equipment cabinet within the dish array footprint that will feed power and data to the dishes, *see Figures 1 and 2*. The address of the proposed facility is 0 Upright Road in Mount Ulla, North Carolina, *see Figure 3*. The property is zoned RA and the proposed structures will not require FAA-approved aviation lighting. The proposed facility is primarily regulated by Section 21-60(4) of the County Ordinance ("Transportation, communications, electric, gas and sanitary services group: Communications and Wireless support structures").

#### Proposed Facility Overview

The planned Amazon Kuiper network of gateways is intended to "deliver satellite broadband communications services to tens of millions of unserved and underserved consumers and businesses in the United States and around the globe", (Page 1 of "Gateway License Narrative" in the FCC application). Satellite-delivered broadband internet is an alternative to wired systems such as cable and fiber, which generally are lacking or unavailable in rural areas.

The proposed satellite dishes will transmit broadband data originating from a fiber hub to Low Earth Orbit ("LEO") satellites which will, in turn, send the data to homes and businesses that are provided with specialized equipment including a small satellite dish. Amazon's Kuiper system boasts greater speeds and lower latency (lag-time) than conventional satellite-delivered services which use geostationary satellites 22,000 miles above the earth. Since LEO satellites are such closer to earth (up to1,200 miles), the data delivery path through space is much shorter, thus improving speed and latency.

Rowan County Amazon Kuiper Satellite Gateway / Mount Ulla Page 2



The Applicant proposes to install a ten (10) foot high non-perforated corrugated metal fence around the facility compound for security purposes and to provide a buffer against interference to other communications facilities operating on the same frequencies in the area. The Applicant also proposes to plant Judd Viburnum shrubs around the compound fence on the north, east and south sides (at least four feet tall at time of planting).

The site plan shows a twenty-three (23) foot setback between the center of each dish concrete pad and the compound fence, equal to the maximum dish height of thirteen (13) feet including the pier, plus ten (10) feet in accordance with Section 21-60(4)(c) of the County Ordinance.

#### RF Exposure Safety

The dishes will transmit signals at frequencies between 27.5 and 30 Gigahertz (part of the Ka band). The dishes will also receive signals from the satellites but this is of no consequence with regard to RF exposure. As part of its application to the FCC (Exhibit B, Radiation Hazard Analysis), the Applicant provided an RF exposure study which concluded that the calculated RF exposure levels in all areas outside the compound fence are below the FCC general public Maximum Permitted Exposure (MPE) level of 1 milliwatt per square centimeter. CityScape agrees with the calculations and the calculation equations used in the study, which are shown in *Figure 4*. Exhibit B also details methods that will be employed by the Applicant to prevent unauthorized access inside the compound and to assure worker RF safety during repair and maintenance activities.

The solid metal fence is not intended to prevent excess exposure to RF radiation to people; in fact, a fence of solid metal is not needed for that purpose but rather to to comply with the FCC rules regarding the prevention of interference to other RF facilities in the area that operate on these frequencies. In going through the Applicant's RF exposure study, the undersigned found that the determinations of compliance with FCC exposure limits do not rely on the extra buffer of protection that would be provided by a solid metal fence. In spite of that, the facility, in theory, would not emit RF energy at levels above the maximum exposure levels set by the FCC, which for these frequencies are 1 milliwatt per square centimeter (mW/cm²) for general population exposure outside the fence and 5 milliwatts per square centimeter for occupational exposure inside the fence.

The differences between general public exposure and occupational/controlled exposure are explained in FCC OET Bulletin 65 as follows:

"Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general

Rowan County Amazon Kuiper Satellite Gateway / Mount Ulla Page 3



population/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General population/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area."

The PFD contours shown in Applicant's documents have nothing to do with RF exposure to people. They are used as part of a showing that the aggregate PFD contour will not encompass a population of more than 450 people and thus making the Applicant exempt from performing more detailed interference studies involving other facilities operating on these frequencies. Unlike the RF exposure study, the Applicant's interference study does take into account the additional attenuation of RF energy caused by the solid fence.

This being said, it is possible that since the solid metal fence is not needed for protection from excess RF exposure, the door may not be totally closed to the idea of a chain link fence instead of the corrugated fence. If the Applicant can show the FCC that the solid metal fence is not needed to comply with the population limit of 450 inside the aggregate PFD contour, then, in CityScape's opinion, the chain link fence becomes an option.

If the Applicant chooses to not use a solid metal fence, or it the County insists on a chain link fence, the Applicant may be required to redo its interference study it submitted to the FCC without the attenuation factor provided by a solid metal fence. This would certainly result in a larger PFD area, but it is not for certain if the facility, without the attenuation factor, would comply with the maximum population requirement and the other requirements of Section 25.136(a)(4). The transmitting frequencies proposed to be used by Amazon are shared with terrain-based facilities that use these frequencies, such as 5G mobile wireless service and the Internet of Things (but not radio, TV or public safety stations) and Amazon's proposed use of the frequencies is secondary to the terrain-based use, thus the FCC wants to be assured that Amazon's proposed facility does not cause interference to terrain-based facilities. Since the current proposed facility meets the requirements of Section 25.136(a)(4) of the FCC Rules, the Applicant is not required to perform more detailed interference studies.

When discussing RF energy levels at locations of various distances from a transmitting antenna, the terms "near-field region" and "far-field region" are often used but these terms are generally unfamiliar to the public. The "near-field region" is a range of distances from a transmitting antenna where the power density (usually expressed in mW/cm²) can reach a maximum before it begins to decrease with distance. The distance to the end of the near-field region is dependent upon the diameter of the dish and the frequency of operation. The narrow



beam of RF energy emitted by a satellite dish isn't fully formed until it reaches the "far-field region" where the power density becomes inversely proportional to the square of the distance from the antenna. In the case of the proposed Mount Ulla satellite earth station facility, the calculated near-field distance is 138.1 meters (453 feet), so the near-field region would extend much farther than the fence line.

To assess the power density received at locations where people could be standing at ground level outside the fence, the "off-axis" power density is referred to instead of the "main beam" power density, because the minimum tilt angle of the dishes will be no less than 20 degrees above the horizon, thus people standing on the ground outside the fence could not be in the center of the main beam of the dishes where the emitted RF energy is maximum. The calculated off-axis near-field power density is 0.033 mW/cm² which is 3.3% of the maximum power density allowed by the FCC in areas frequented by the public and can be considered as the maximum level at any location outside the fence. Furthermore, this level is comparable to levels involving personal wireless base station towers. At distances greater than 453 feet from a dish, the power density decreases with distance.

#### Conclusion

It is the opinion of CityScape that the proposed facility, at least from a health and safety viewpoint, would not have a problematic effect on the residents of the County. A fiber communications facility that includes at least one satellite dish is located on the adjacent parcel to the west which may have a mitigating effect on the visual impact of the proposed facility. Should the County approve the Special Use Permit application, CityScape recommends that the permit include the following conditions:

- 1. Prior to permitting, Applicant shall provide a structural analysis report by a registered North Carolina structural engineer certifying that the satellite dishes will comply with ANSI/TIA-222 G or H standards and the 23-foot fall radius; and,
- 2. If an emergency power backup generator is to be used, its noise level shall not exceed 65dBa at the nearest property edge. Testing shall be limited to the hours between 9:00 A.M. and 4:00 P.M., (Monday through Friday); and,
- 3. Clearly visible signs warning of potential RF exposure risk shall be affixed to the compound fence in accordance with FCC Rules and Regulations and OET Bulletin 65; and,
- 4. No advertising shall be posted on the compound fence.

I certify that, to the best of my knowledge, all the information included herein is accurate at the time of this report. CityScape only works for public entities and has unbiased opinions. All recommendations are based on technical merit without prejudice per prevailing laws and codes.

Respectfully submitted,

Rowan County Amazon Kuiper Satellite Gateway / Mount Ulla Page 5



B. Benjamin Evans Senior Project Engineer CityScape Consultants, Inc.



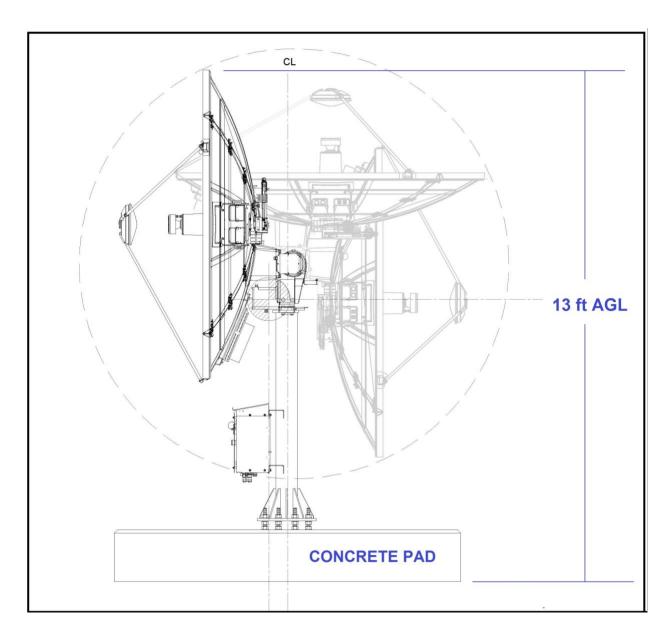
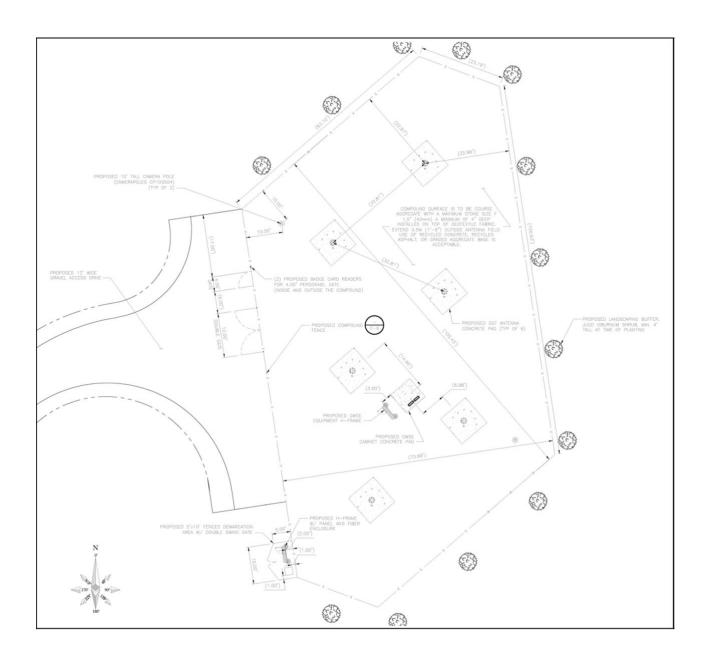


Figure 1 – Satellite Dish Sketch





Rowan County Amazon Kuiper Satellite Gateway / Mount Ulla Page 8



Figure 2 – Proposed Ground Compound





Figure 3 – Site Location Map



Calculated Variables	Unit	Value	Variable	OET Ref
Wavelength	meters	0.01	$\lambda = \frac{c}{f}$	
Area of Reflector	meters^2	4.52	$A = \pi r^2$	
Area of Sub-reflector	meters^2	0.1307	$A_{sub} = \pi r^2$	
Antenna Gain		240499.6	$G = \frac{\eta 4\pi A}{\lambda^2}$	(15)
Antenna Gain	dBi	53.8	$G_{dBi} = 10 * log_{10}(G)$	
Near-Field Distance	meters	138.10	$R_{nf} = \frac{D^2}{4\lambda}$ $R_{ff} = \frac{0.6D^2}{\lambda}$	(12)
Far-Field Distance	meters	331.43	$R_{ff} = \frac{0.6D^2}{\lambda}$	(16)
Far-Field Off-Axis Gain	dBi	-0.53	$G_{ff (dBi)} = 29 - 25 log_{10}(\theta)$ $\theta = min \ elevation = 20^{\circ}$	
Far-Field Off-Axis Gain		0.89	$G_{ff} = 10^{\left(\frac{G_{ff(dBi)}}{10}\right)}$	
Power over Sub-reflector	mW/cm^2	244.76	$S_{surface} = \frac{4P}{A_{sub}}$ $S_{surface} = \frac{4P}{A}$ 16nP	(11)
Power over Antenna Surface	mW/cm^2	7.07	$S_{surface} = \frac{4P}{A}$	(11)
Near-Field Power Density (Main Beam)	mW/cm^2	3.25	$S_{nf} = \frac{16\eta P}{\pi D^2}$	(13)
Near-Field Power Density (Off-Axis)	mW/cm^2	0.033	$S_{nf} = \frac{16\eta P}{100\pi D^2}$	(13) 5
Far-Field Max Power Density (Main Beam)	mW/cm^2	1.39	$S_{ff} = \frac{PG}{4\pi R^2}$	(18)
Far-Field Max Power Density (Off-Axis)	mW/cm^2	0.000	$S_{ff\ off-axis} = \frac{PG_{ff}}{4\pi R^2}$	(18) <sup>6</sup>

Figure 4 – RF Exposure Calculations from Applicant



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 # SUP 03-22

Date Filed 6/21/22

Received By SAS

Amount Paid \$\frac{1}{200} \frac{90}{9} \quad plus \consultag

Office Use Only (rewer fee)

Energou SUP-018187-2022

SPECIAL USE PERMIT APPLICATION —
OWNERSHIP INFORMATION:
Name: Williams Communications Inc
Signature: Took Mutual , DIRETON OF FACILITIES / EWGINGERIN
Phone: 720-438-0107 Email: TODD MIKULENKA @ LUMEN. COM
Address: #MD13B, PO Box 22067, Tulsa OK 74121
A DDI AGANTO A A GOVERNO
APPLICANT / AGENT INFORMATION:
Name: Jeffrey Javier
Signature: ////
Phone: 410-294-6820 Email: JJAVIER@NBCLLC.COM
Address: 6095 Marshalee Dr., Suite 300, Elkridge, MD 21075
PROPERTY DETAILS:
Tax Parcel: 568 022 Zoning District: Rural Agricultural
Date Acquired: 12/10/1997 Deed Reference: Book 853 Page 647
Property Location: 0 Upright Rd
Size (sq. ft. or acres): 1.25 Street Frontage: Upright Rd
Current Land Use: Telecommunications Facility
Sund Sund Sund Sund Sund Sund Sund Sund
Surrounding Land Use: North Agricultural
South Telecommunications Facility
East Agricultural
West Agricultural

PURPOSE & SECTION:	
State purpose of special use permit:	
See attached project narrative	
Cite section(s) of Zoning Ordinance which permit is being requested:	
Article III, Sec. 21-60 - Special Use Requirements for Specfic Uses - 4 New wireless support structures	<u>a -</u>
ATTACHED DOCUMENTS:	
Applicant must a site plan based on information required in Section 21-52.	
Attached: Yes No No	
Applicant shall, at the time the application is made, present all the necessary evidence (mag	30
drawings, statements, certifications, etc.) showing how the requirements of the applicable	18,
sections of the Zoning Ordinance will be met.	
OFFICIAL USE ONLY	
1. Signature of Coordinator: 2. Board of Commission	ers
Public Hearing: 10 /17/22 3. Notifications Mailed: 10 / 5 /22 4. Property Posted: 10 / 5 / 22 5. BOC Action: Approved Denied 6. Date Applicant Notified:	
6. Date Applicant Notified:	
	2

#### **Checklist for Review of Special Use Permits**

**Overview.** Special uses are assumed to be generally compatible with other land uses permitted in the zoning district in which the special use is proposed, but due to their unique characteristics or potential impacts on the surrounding areas or the county as a whole, individual consideration of their location, design, configuration and/or operation at the proposed location is required. Specific conditions may be attached to a special use permit application in order to ensure conformance with the zoning district, other county ordinances or to address the project's impacts to the surrounding area.

Applicant: Network Building & Consulting **Property Owner:** Williams Communications Inc. Tax Parcel: 568-022 Location: 300 block Upright Rd. Request: Wireless Support Structure - Satellite Earth Base Station Special Use Requirements. Has the applicant provided the following specific items necessary for consideration? For any item indicated as "NO", compliance with the condition(s) should be required prior to Investigation of Co-location opportunities & preferred sites: Site plan info, photo simulations, & co-location policy: Tower Heights & Types: Limited to 199'. Provision for tower safety: PE certification within lease area or tower height plus 10' Retention of consultant: Obstruction & Lighting: FCC license: Evaluation Criteria. Has the applicant demonstrated that their proposal can comply with the following general conditional use evaluation criteria? For any item indicated as "NO", condition(s) may be added to bring the proposal into compliance. YES NO Adequate transportation access to the site exists. The use will not significantly detract from the character of the surrounding area. Hazardous safety conditions will not result. The use will not generate significant noise, odor, glare, or dust. Excessive traffic of parking problems will not result. The use will not create significant visual impacts for adjoining properties or passersby. Required Findings. All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made. A motion and vote on each finding is necessary NO Motion 1: The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety. Supporting Fact(s): Motion 2: That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity. Supporting Fact(s): Motion 3: That the location and character of the development in accordance with conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans. Supporting Fact(s): Additional Conditions. Specific conditions attached to the application that ensure conformance with the zoning district, other county ordinances or that address the project's impacts to the surrounding area Condition 1: Condition 2: Additional Conditions: Permit Decision. A simple majority vote is only needed. Note that vacant seats and disqualified members are not counted in computing majority

DENY

CONTINUE

MOTION TO:

**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: Aaron Poplin **DATE:** 10/07/22

**SUBJECT:** Public Hearing for Z 05-22

Sutton Children LLC are petitioning to rezone their parcel at the approximate 3700 block of Mooresville Rd from Rural Residential (RR) to Commercial Business Industrial with a Conditional District (CBI-CD) for the placement of a mini-storage warehouse facility. This property can be further referenced as county tax parcel

463A289.

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 05-22

## **ATTACHMENTS**:

Description	Upload Date	Туре
Staff Report	10/7/2022	Cover Memo
Site Plan	10/7/2022	Cover Memo
GIS Map	10/7/2022	Cover Memo
application	10/7/2022	Cover Memo
Statement worksheet	10/7/2022	Cover Memo

DEPARTMENT OF PLANNING & DEVELOPMENT

DATE: 10/07/2022

STAFF CONTACT: AARON POPLIN

### **REZONING PETITION: Z 05-22**



**REQUEST:** RR to CBI-CD

**PARCEL ID:** 463A289

LOCATION: 3700 block

Mooresville Rd.

ACERAGE: 5.98

**CURRENT LAND USE:** 

Vacant

**OWNER:** Sutton Children

LLC

**APPLICANT: Sutton** 

Children LLC

### **BACKGROUND**

Sutton Children LLC are petitioning to rezone their parcel at the approximate 3700 block of Mooresville Rd from Rural Residential (RR) to Commercial Business Industrial with a Conditional District (CBI-CD) for the placement of a mini-storage warehouse facility. This property can be further referenced as county tax parcel 463A289.

### Relationship with any plans and policies

This property is located in Area 2 of the Western Area Land Use Plan areas adjacent to Salisbury, Spencer, China Grove, and Landis. Area 2 encourages mixed development throughout the area. Mooresville Rd/ NC 150 HWY is identified as a major throughfare and the plan recommends Highway Business off major thoroughfares and NC highways.

The Western Area Land Use Plan recommends considering building appearance, design elements and landscaping for new businesses. Conditional district rezonings offer the Board an opportunity to recommend these enhanced design elements in the form of mutually agreed upon conditions.

This proposed mini-storage warehousing has some higher performance standards included with it that are not typical to the mini-storage facilities that have been brought to the Board in recent years. One of the more notable differences are that there will be a manned office with a masonry façade and windows instead of only metal siding. The heavy duty asphalt paving is a higher standard than the gravel paving that is commonly used in storage facilities in the County.

BOC MEETING: OCTOBER 17, 2022

Page 1

### Consistency with the requested zoning district's purpose and intent

Commercial, Business, Industrial, CBI. This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and/or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community/regional/potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water/sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation.

The property is located inside a Phase II storm water area. The site plan addresses this with a storm water pond. NC DEQ permitting may require changes to the pond. Changes in location of the pond may require an amendment to the zoning district if it involves a relocation of a building or parking area, but changes in the shape alone likely would not necessitate an amendment.

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

<u>Compatibility of Uses:</u> the CBI district offers a wide variety of uses of varying intensities, however this request only allows for mini-warehouse storage (4225). The buildings on the site plan have around a 50,000 Sq Ft footprint. With two of the buildings being two story the total storage area is around 80,000 Sq Ft.

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

Generalized Groupings:

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

Source: Section 21-113 Table of Uses

Conditions within the vicinity (see enclosed map): The area around the intersection of Mooresville Rd and John Rainey Rd is a mixture of RR, Residential Suburban (RS) and CBI. Most of the RR zoned lots are larger lots with single family dwellings and Farm/Wood land. The RS zoned lots are mostly within subdivisions that connect to Mooresville Rd; these lots are smaller lots that contain single family dwellings. The CBI lots are adjacent to the rezoning and contain a Gas station, Landscaping supply business, and cell tower. Other nonresidential uses in the area would be the Christ United Methodist Church, Neel Rd Baptist Church, and Masingo's Motor Company auto repair business.

### Potential impact on facilities such as roads, utilities and schools

<u>Roads:</u> The NC DOT has indicated that they do not have issue with granting access off Mooresville Rd however they have not issued a formal driveway permit. The Briggs Rd to Quail Rd section of NC 150 (Mooresville Rd) has an AADT of 7,200 last taken in 2019. The designed capacity is 14,600 AADT. The Quail Rd to Candlewick Dr section of NC 150 (Mooresville Rd) has a AADT of 10,000 last taken in 2018 with a design capacity of 12,500 AADT.

Using the formulas from the Institute of traffic Engineers Trip Generation 7<sup>th</sup> edition, Mini Warehouses generate on average 2.5 trips per 1,000 Sq Ft on weekdays and 2.33 Trips per 1,000 Sq Ft on Saturdays. Using these calculations, the site would generate 200 weekday trips and 186 Saturday trips. Weekday peak AM hours are calculated at .28 trips per hour and weekday peak PM hours are calculated at .29 per hour. With these calculations the site could generate 22 trips per hour during AM peak and 23 trips per hour PM peak.

<u>Utilities</u>: Utilities are not available at this site and the buildings will utilize well and septic.

Schools: N/A

### Decision making and procedures

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

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

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

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

### July Planning Board Meeting

The Rowan County Planning Board conducted a courtesy hearing for Z 05-22 at their July Meeting. Multiple people from the community spoke in opposition to the request. The concerns from the community were related to traffic issues, safety, property values, and privacy.

The Planning Board members discussed the case. The Board raised concerns that the use would go behind existing houses and surround the residence at 3707 Mooresville Rd on two sides. The Planning Board also acknowledged the traffic concerns but decided that it was not relevant to this request as the amount of traffic on the road was a problem prior to the request.

The Planning Board adopted the following statement:

**Statement of Consistency and Reasonableness** –Z 05-22 is not consistent with the Western Land Use Plan or reasonable/appropriate based on the following:

- The project size of 96000 square feet on 5.98 acres of land is out of scale with the area;
- the project will split the existing houses (4);
- the project will overwhelm the neighborhood.

The statement was adopted with a vote of 4 to 2

A motion to deny the application was adopted with a vote of 4 to 2.

### Site Plan Amendments

After the Planning Board meeting the applicant decided to amend the request and reduce the scale of the use to address some of the concerns of the community and Planning Board. The most notable changes are as follows:

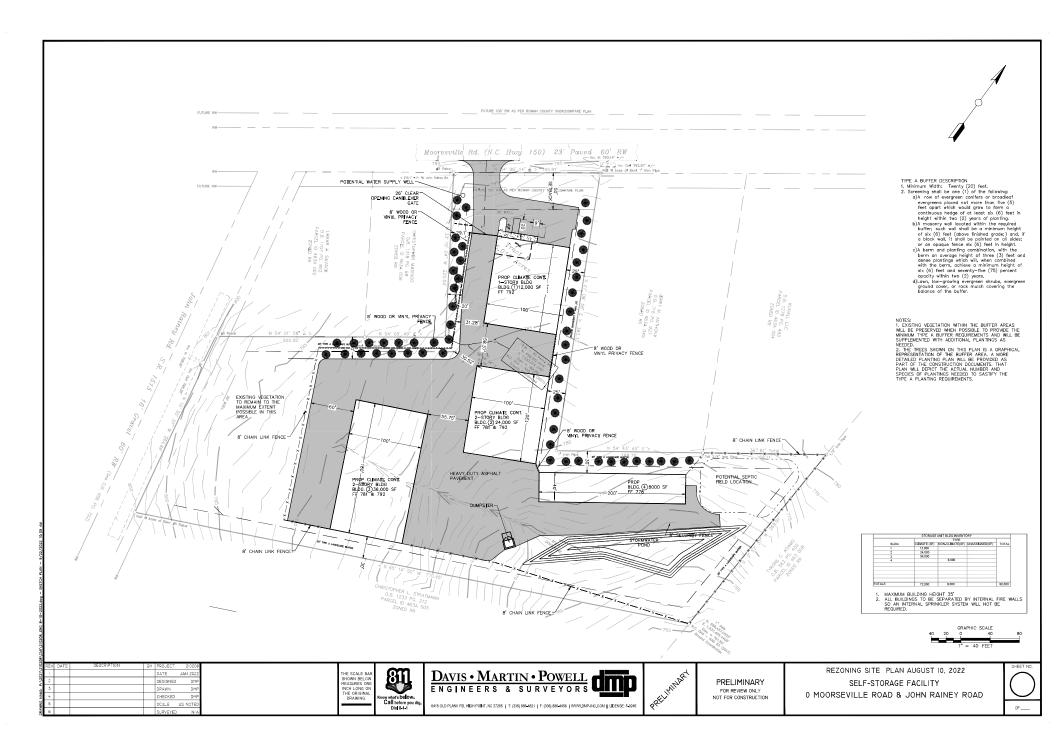
- Reduction from 6 to 4 buildings. Total storage capacity reduced from 112,000 Sq Ft to 80,000 Sq Ft.
- Removal of parking area for boats and RVs.
- Removal of the secondary entrance off of John Rainy Rd.
- Increase of the buffer area from 20' to 25' and 30'.
- Increase in vegetative screening for adjoining residences.
- Wood or Vinyl fencing added to buffer area with adjoining residences off of Mooresville Rd.

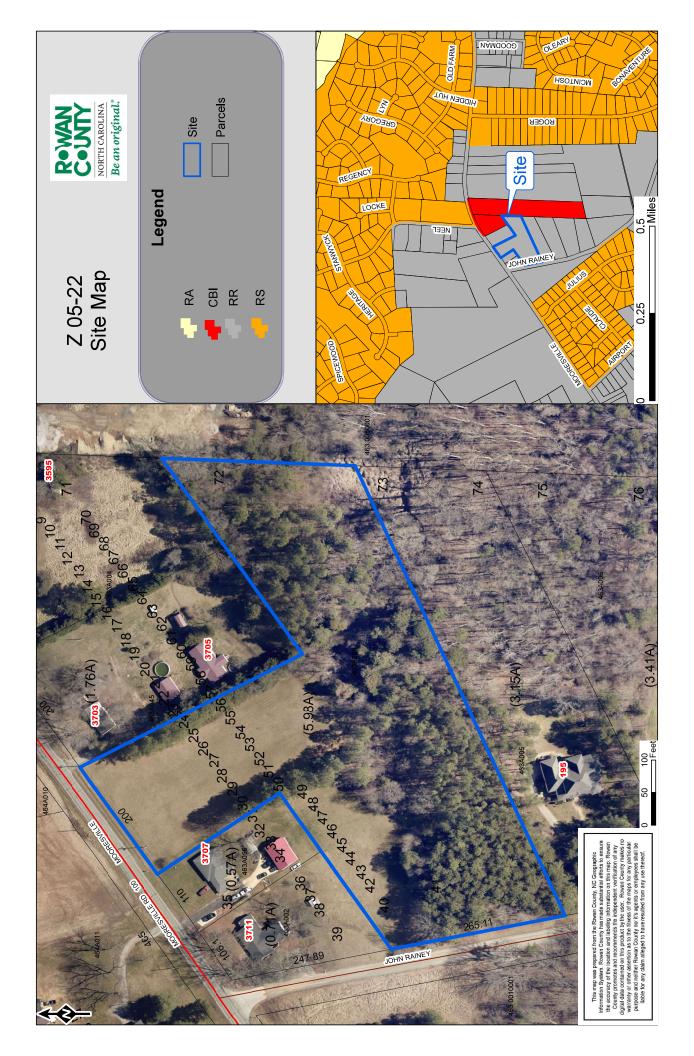
### Staff Comments

- Higher Standards described in the building elevations could change unless added as a
  mutually agreed upon condition of approval. However, the asphalt paving is on the site
  plan so it would be required without adding a separate condition.
- The applicant had mentioned shielding the lighting. The Board could consider requiring the shielding of the lighting as a condition of approval.
- With the request being a conditional district the Board could add mutually agreed upon conditions to address other concerns that were not adequately addressed in the updated site plan.

### Attachments

- GIS Map
- Site Plan
- Application
- Statement worksheet







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

Case #	Z	
Date Filed		
Received B	у	
Amount Pa	id	
Of	fice Use Only	

I	REZONING APPLICATION —
OWNERSHIP INFORMATIO	N:
Name: Sutton Children LLC	
Signature: Wtrank	li Osth
Phone: 919-614-6661	Email: wfranksutton@gmail.com
Address: 120 Lancaster Driv	e, Chapel Hill, NC 27517-3421
APPLICANT / AGENT INFO	RMATION: Complete affidavit on back if non-owner
Name: Same as Above	
Signature:	
	Email:
Address:	
PROPERTY DETAILS:	
Tax Parcel(s): 463A289, Pin No	. 5639-02-78-0479 Size (sq.ft. or acres): 5.98
	ville Rd and John Rainey Road
Current Land Use: Vacant	
	Deed Reference: Book 1395 Page 953
REQUEST DETAILS:	
Existing Zoning District RR	Requested Zoning District CBI -CD
If requesting a conditional zonir	ng district, list proposed use or uses:
All uses allowed in the CBI D	
SIC 42 Transportation & Wa	rehousing - Self Storage Facility / Mini Warehousing
Additional information enclosed	restricting the conditional use district? Yes No
Site plan containing information	from sec 21-52 enclosed? Ves No

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Sutton Children LLC	_, owner(s) of the within described
property do hereby request the proposed rezoning and he	ereby authorize the person listed below
to act as my (our) duly authorized agent in this matter.  Signature(s):	
Date: 7/5/2022	
Name of Applicant / Agent: W. Franklin Sutton	
Address: 120 Lancaster Drive, Chapel Hill, NC 27517-3421	
Phone Number: 919-614-6661	
IT IS UNDERSTOOD BY ALL PARTIES HERETO IN APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICANT AND REVIEWED, THE BURDEN OF WITH THE ABOVE NAMED APPLICANT WHETHE OWNER'S AGENT.	PLICATION WILL BE CAREFULLY PROVIDING ITS NEED RESTS
STATE OF Arth Carolina COUNT	TY OF Darlam
I, Agre M. WHKER, a Notary Publicertify that W. Frank Sutton person	lic for said County and State, do hereby
acknowledged the due execution of the foregoing instrun	OTLAT.
My commission expires 6/17, 20 2.  OFFICIAL USE OF	THE COUNTY,
Signature of Rezoning Coordinator:  Courtesy Hearing:// 3. Notifications Mailed:	
Public Hearing:/ 7. Notifications Mailed:/	
/	/ / 10. BOC Action: Approved
Denied 11. Date Applicant Notified:/	<u>/</u>



### **CONSISTENCY & REASONABLENESS WORKSHEET**

COI	CONSISTENCY "Is the proposed amendment consistent with any adopted plan."			
Q	UESTION	Consider the future land use map and text recommendations, if applicable		
YES	NO NO	Is the request consistent with applicable plans?  Is the request consistent with any other adopted plans?		
REASO	ONABLENESS	"Is there a reasonable basis for the change in zoning."		
Q	UESTION	The statement is designed to address potential spot zoning claims.		
YES	NO	Size, physical conditions and other attributes of the area to be rezoned  Single or multiple tracts / property owners; special site characteristics such as		
		topography or infrastructure.		
YES	NO	Benefits and detriments to landowners, neighbors, and community		
		Is there a benefit to the owner at the expense of the neighbors or community		
YES	NO	Relationship between current and future uses		
		Degree of difference between existing and proposed list of allowable uses.		
YES	NO	Action taken is in the public interest  Does the request advance the public health, safety and general welfare and spirit and intent of the ordinance?		
YES	NO	Are there any changed conditions that warrant the amendment?		
		Change in land use, infrastructure, land use plans, etc.		
STATEMENT After considering all of the criteria, one of the following three (3) statements  DEVELOPMENT shall be adopted:				
	<b>Z is co</b> ased on the fo	nsistent with the Land Use Plan(s) and reasonable / appropriate llowing".		
	<b>Z is no</b> ased on the fo	<b>It consistent</b> with the Land Use Plan(s) or reasonable / appropriate llowing".		
С	ounty not prev	asonable, appropriate, and necessary to meet the development needs of Rowan viously envisioned by the Land Use Plans (s) based on the following" this adoption is deemed an amendment to the Land Use Plan(s)."		

### ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

### **MEMO TO COMMISSIONERS:**

**FROM:** Aaron Poplin

**DATE:** 10/7/22

**SUBJECT:** Public Hearing for HLC 02-22

The Rowan County Historic Landmarks Commission (HLC) received an application from John Carlyle Sherrill to establish the John Carlyle and Anita Sherrill House as a Rowan County historic landmark. The John Carlyle and Anita Sherrill House is located at 14175 NC 801 HWY. further referenced as Rowan County Tax Parcel 566-048. The applicant wishes to designate the exterior of the house along with the 1.18 acre lot it sits on.

- 1. Receive the report
- 2. Conduct a Public Hearing
- 3. Approve/Deny/Table HLC 02-22 and the designation ordinance.

### **ATTACHMENTS:**

Description	Upload Date	Type
Staff Report	10/7/2022	Cover Memo
Designation Report	10/7/2022	Cover Memo
GIS Map	10/7/2022	Cover Memo
Letter from SHPO	10/7/2022	Cover Memo
Draft Ordinance	10/7/2022	Cover Memo



### 402 North Main Street Suite 204 Salisbury, NC 28144

Phone: 704-216-8588 |

Aaron.Poplin@rowancountync.gov

### **MEMORANDUM**

TO: Chairman Edds and the Rowan County Board of Commissioners

FROM: Aaron Poplin, Planner

DATE: October 7, 2022 RE: **HLC 02-22** 

SUGGESTED BOARD OF COMMISSIONERS ACTION
☐ Receive report from Staff ☐ Conduct public hearing ☐ Close hearing & discuss ☐ Motion to approve / deny / table HLC 02-22 and the designating ordinance

REQUEST

In January of 2020, the Rowan County Historic Landmarks Commission (HLC) received an application from John Carlyle Sherrill to establish the John Carlyle and Anita Sherrill House as a Rowan County historic landmark. The John Carlyle and Anita Sherrill House is located at 14175 NC 801 HWY. further referenced as Rowan County Tax Parcel 566-048. The applicant wishes to designate the exterior of the house along with the 1.18 acre lot it sits on.

The Rowan County HLC's mission is to identify and inventory properties within the county having historical, pre-historical, architectural, and cultural significance, and make recommendations to the County Commissioners regarding sites, areas, structures, and objects to be designated as "Historical Landmarks". Since the HLC was established in 2003, the Commission has recommended nine (9) other structures for designation:

The HLC wishes to recognize the John Carlyle and Anita Sherrill House because it is locally significant under the category of architecture. The architectural significance of the John Carlyle and Anita Sherrill House derives from its dual importance of being both a noteworthy example of a village house in the Colonial revival style and one of the rare

examples of the style erected as farm seats The John Carlyle and Anita Sherrill house is historically significant to Rowan County is culturally significant as the home of one of Rowan County's most important entrepreneurial families

### STATE HISTORIC PRESERVATION OFFICE COMMENTS

On September 9, 2021 Planning Staff received comments from Kristi Brantley, SHPO staff member, regarding local designation application for the John Carlyle and Anita Sherrill. Ms. Brantley stated the report had significant information for a local

governing board to determine if the house has local significance. SHPO recommended a few changes to the report to recognize that the repairs and additions stayed in character with the original construction and Colonial Revival style.

### **HLC COMMENTS**

Based on these comments and the revised report, the HLC recommends approval of the *John Carlyle and Anita Sherrill House* as a Rowan County historic landmark. After reviewing

the application, an on-site investigation of the property, and extensive research, the HLC deems the *John Carlyle and Anita Sherrill House* to be of special significance in terms of its historical and cultural importance, and to possess integrity of design, setting, workmanship, materials, and character.

On August 9, 2022, the HLC conducted a courtesy hearing to receive comments regarding the John Carlyle and Anita Sherrill House designation. No one spoke in opposition to the designation. On a vote of 4-0, the HLC recommended landmark designation for the exterior of John Carlyle and Anita Sherrill House.

### PLANNING STAFF COMMENTS

• Staff supports the designation of the John Carlyle and Anita Sherrill House.

### I. General Information

- 1. John Carlyle and Anita Sherrill House
- 2. 14175 NC 801 HWY. Mt Ulla, NC 28125
- 3. Tax parcel # 566 048
- 4. John Carlyle Sherrill
- 5. 14175 NC 801 HWY. Mt Ulla, NC 28125
- 6. Appraised value: House 214,365 Building site 31,860

### II. Abstract

The John Carlyle and Anita Sherrill House is a two-story Colonial Revival Farmhouse built 1937-38. It is located on 1.75 acres on NC HWY 801 in the Rowan County village of Mt. Ulla. It is significant to Rowan County for architectural and cultural importance. It is one of a very few remaining Colonial Revival farmhouses in Rowan County. Additionally, the builder of this home, as well as, the builder's family contributed heavily to the economic development of Mount Ulla and Western Rowan County by developing a milling industry and other commercial/retail businesses in the area. Without the Sherrill-Carlyle family it is unlikely that the village of Mount Ulla would have developed. The house along with 1.18 acres are to be included in the local designation.

### III Historical Background

The John Carlyle and Anita Sherrill House is one of the two architectural landmarks in Mount Ulla. This house along with the Rankin-Sherril House on the adjacent lot (NHR #82003508) stand as the principal reminders of the family's milling and mercantile operations in the village, spanning three generations of ownership, and the critical role of John Carlyle Sherrill in shaping the civic and commercial life of Mount Ulla in the first half of the twentieth century.

The history of this house and the role of John Carlyle Sherrill (1884-1948) as a successful merchant, miller, and leading citizen of Mount Ulla until his death in 1948, begins with the family's relocation from Catawba County to the fertile fields of western Rowan County in December 1884.

Adam Elliott Sherrill (father of John Carlyle Sherrill) who established the family at Mount Ulla was the great-great-great-grandson of pioneer Adam Sherrill (ca. 1699-ca. 1774), a native of Maryland, who migrated south on the Great Wagon Road and crossed the Catawba River in 1747 into what was then Indian territory and is now Catawba County. The point of his crossing has thereafter been known as Sherrill's Ford.

### The Sherrill Family Moves to Mount Ulla

1.On 26 November 1884 Adam Elliott Sherrill purchased a tract of 148 acres in Mount Ulla from John W. Poteat and his wife. The Poteat property apparently included a house which the Sherrill family moved into in December 1884. Just over a year later Adam Elliott Sherrill acquired 260.75 acres from Sylvester Chalmers Rankin which included an antebellum Greek Revival-style brick house built by Dr. Samuel D. Rankin. In 1886, the Sherrill family moved into the Dr. Rankin house. Adam Elliott Sherrill's purchase of the Rankin property also included a frame store building in which Chalmers Rankin had operated a general mercantile business. The store re-opened by the Sherrills and offered rural residences groceries, clothing, hardware, seeds, fertilizers, agricultural supplies and other merchandise. This store was operated by three generations of the Sherrill family until it closed in 1966.

### The Sherrill Family's Milling and Mercantile Operations

Adam Elliott Sherrill prospered in his agricultural and mercantile operations and fortune continued to benefit him and his family in the closing decade of the nineteenth century. In about 1897, the route of the North Carolina Midland Railroad was devised through Mount Ulla. Adam and Josephine Sherrill conveyed a portion of their property to the railroad along their northern border. A depot was built on this tract, and Adam Elliott Sherrill was appointed agent for the railroad and the depot supervisor.

Railroad transportation and links to markets and towns in a larger region presented Mr. Sherrill and his neighbors at Mount Ulla with new opportunity. On 26 October 1899, Mr. Sherrill, Robert Cowan Knox, and John Knox Goodman formed the Mount Ulla Roller Mill Company. They built a large, three-story wood frame mill on the Sherrill property. Mr. Sherrill and his partners clearly saw the potential of buying grains grown locally, milling said grains into flour and meal for both human and animal consumption, and selling their products locally, regionally, and in the area beyond. Grains brought to their mill by wagon and rail would be converted to products that the railroad could easily transport to a wide market.

After his father died, it was John Carlyle Sherrill who came to the aide of his mother in the operation of the family farm, the store, and the Mount Ulla Roller Mill Company. His son, John Carlyle Sherrill Jr. (1914-1987) recalled his rise to the occasion in an article published in the Salisbury Post on the closing of the family store in 1966. "He (Mr. Sherrill Sr.) was a student at old Trinity College when his father died. He quit his studies at Trinity and came home to help run the business." The farm prospered, as did the store. However, the roller mill operation failed for reasons now unknown. In 1914, the Mount Ulla Roller Mill Company was formally dissolved. Six years later, John Carlyle Sherrill with a renewed interest in milling, formed the Mount Ulla Flour Mills and erected a three-story frame building with a basement in 1923. In time the mill came to include a sizable two-story shed addition, a one-story shed, and concrete grain silos. This enterprise was successful and physically enhanced Mount Ulla's role as a commercial trading center in western Rowan County.

### The Houses of John Carlyle and Anita Sherrill

2. On 25th of October in 1911, John Carlyle Sherrill, then twenty-seven years old, married Anita Miller, a native of Mocksville, NC. She was a graduate of the University of North Carolina at Greensboro and a school teacher. John Carlyle and Anita Sherrill established themselves in a one-story frame Queen Anne- style cottage at 665 Grampian Road. They resided in that house until 1931. Four children were born to the couple: John Carlyle Sherrill Jr. (1914-1987), William Miller Sherrill (1917-1918), Margaret Hill Sherrill (1922-1922) and Sarah Josephine Sherrill (1924-2000).

Josephine Sherrill, the widow of Adam Elliott Sherrill, decided to subdivide the family's real estate holdings following the death of her oldest daughter in 1915. She retained possession of the Rankin-Sherrill Homeplace and the store, but the remaining 413-plus acres were divided among her five surviving children and the minor heirs of her deceased daughter. Whether this was done to encourage each of the six to build close to Mrs. Sherrill or to build up the village is unclear, but only three of the six heirs would eventually build on these lots.

3. Construction Date 1938: In June 1920, Price Sherrill and his wife, Carolyn Miller, a younger sister of Anita (Miller) Sherrill, built a large frame bungalow on lot number three. They also erected the frame two-car garage which remains. In 1931 Price and Carolyn decided to relocate from Mount Ulla to Mooresville and subsequently sold the large bungalow residence to Anita M. Sherrill. Anita and John Carlyle Sherrill moved their household from the Grampian Road to the Price Sherrill bungalow. Their enjoyment of the house was relatively short lived. In mid-1936, a fire broke out on the second story and eventually consumed the entire house. John & Anita Sherrill and their three children moved into rooms on the second story of the store and resided there until March of 1938 during the building of this house which is the subject of this Rowan County Landmark Application.

The source of the design of the house is not known. However, it was constructed by Charles Henry Brown of Troutman, North Carolina. The house was erected slightly east of the site of the Price Sherrill bungalow and northeast of the frame garage which the Sherrill family continued to use. Its brick construction and symmetrical façade repeated features of the antebellum Rankin-Sherrill house while its Colonial Revival style was in contrast to the Greek Revival character of the earlier home. Mr. and Mrs. Sherrill occupied the house until their deaths. Several of the house's six second-story bedrooms were also rented to Mrs. Sherrill's fellow teachers at the Mount Ulla School in the 1930s and 1940s.

### Ancillary Development in Mount Ulla

John Carlyle Sherrill was engaged in two major building projects at Mount Ulla in the 1920s. First, in 1923, he moved the two-story nineteenth-century frame store back on the store lot to the south and erected a sizable two-story brick store building. Its symmetrical façade featured a centered, recessed first-story entrance flanked by large plate glass display windows, and a five-bay second-story elevation below a horizontal recessed brickwork panel. Later, in 1930, Mr. Sherrill entered into a lease agreement with the Standard Oil Company of New Jersey (Esso) to install gasoline pumps at the front of the store.

On Friday evening, 7 November 1947, a fire began burning in the frame mill while only three millers were at work, effectively destroying the mill in the space of a few hours. The Salisbury Post gave front-page coverage to the fire under a headline, "\$150,000 Fire Consumes Mount Ulla Mill and Grain". John Carlyle Sherrill did not see the rebuilding of the Mount Ulla Flour Mills. Mr. Sherrill died in Lowrance Hospital, Mooresville, on 26 February 1948. His obituary, published on the front page of the Salisbury Post on 27 February 1948 described him as "One of the best known and most influential citizens of Western Rowan County". Anita Miller Sherrill survived her husband by thirty-nine years, dying on 11 December 1977. During this period the mill at Mount Ulla was enlarged and rebuilt in brick and operated by their son John Carlyle Sherrill Jr. (1914-1987) who resided with his wife and four children in the Rankin-Sherrill House. Mr. John Carlyle Sherrill, Jr. operated the store into June 1966. As it neared its closing, the concern operated by three generations of the Sherrill family was described by staff writer Heath Thomas as "Rowan County's oldest country store" in an article published in the Salisbury Post on 29 May 1966 under the caption "Old Rowan Store to Close Doors." An editorial published in the same newspaper concluded with a lament. "After visiting Sherrill's Store now, one walks away with a feeling that he is looking back for the last time forever at something that is forever gone." It was about this time that John Carlyle Sherrill Jr. ceased the personal management of the flour mills and leased the mill facility to Coastal Mills of Johnson City, Tennessee. The mill was also rented for a time to Ward Ratledge.

Lastly, a portion of the building was used as a feed store into the early 1980s. From about 1985 the mill building and its grain bins stood unused.

The John Carlyle Sherrill Home from 1977 to Present

Following Anita Miller Sherrill's death in 1977, her heirs conveyed this house to John Carlyle Sherrill Jr. On 31 August 1980 John Carlyle Sherrill Jr. and his wife conveyed this house and grounds of 1.180 acres to their only son, John Carlyle Sherrill III (b. 1953) and his wife, Susan (Reid) Sherrill who were married in 1977. Five years later, in 1985, a sliver of land on the east side of this house, 0.142 acres, was added by the Sherrills to their son's holdings. In 1988, as part of their divorce settlement, Susan Reid Sherrill conveyed the house and its grounds to John Carlyle Sherrill III. Mr. Sherrill, his second wife, April Eddinger (b. 1962), who were married in 1994, and their family continue to occupy the John Carlyle and Anita Sherrill House.

### 4 Additions and alterations:

Date: Ca 1980 During John Carlyle Sherrill III's ownership and occupation of his grandparents' house, it has remained virtually unchanged except for the renovations in the kitchen. However, changes have occurred in the appearance of the family compound at the heart of Mount Ulla.

Date: Ca 2001 Originally, the terrace carried fully across the north elevation of the sun parlor; however, that eastern most portion of the terrace, damaged by freezing water that penetrated the mortar, has been taken up prior to rehabilitation.

Date: Ca 1990 The present owner has added an open wood deck across the south front of the porch with steps descending to ground level off its east and west ends.

**September 1989:** Damage incurred as a result of strong winds and small tornados during Hurricane Hugo on 22 September 1989. The oak grove that shaded the lawn and grounds of the Sherrill House was decimated that day when thirteen oaks, a walnut tree, a pine tree, and a locust tree were downed by the wind and had to be removed. Shade trees were also lost on the adjoining grounds of the Rankin-Sherrill House. Some replanting on both properties has occurred.

### IV. Assessment

### 1. Description of significance:

The architectural significance of the John Carlyle and Anita Sherrill House derives from its dual importance of being both a noteworthy example of a village house in the Colonial revival style and one of the rare examples of the style erected as farm seats.

The Sherril-Carlyle House is historically significant to Rowan County architecturally as one of the few remaining Colonial Revival farmhouses. It is culturally significant as the home of one of Rowan County's most important entrepreneurial families.

The Sherrill-Carlyle House is one of the two architectural landmarks in Mount Ulla. This house along with the Rankin-Sherril House on the adjacent lot (NHR #82003508) stand as the principal reminders of the family's milling and mercantile operations in the village, spanning three generations of ownership, and the critical role of John Carlyle Sherrill in shaping the civic and commercial life of Mount Ulla in the first half of the twentieth century.

In 1937-38, when this house was built, it was the seat of Mr. Sherrill's farming operations while also the home of Mount Ulla's merchant and mill owner. As such, it represents an important example of the final phase of important farmhouse construction in rural Rowan County that closed with World War II. After the war, there was very little important domestic building in the Rowan countryside as textile mills lured returning veterans to their plants along with many of the county's others sons and daughters. When the agricultural economy enabled the construction of the next generation of farm residences, they were a rural variant of one-story suburban Ranch houses.

### 2. Architectural Description:

The John Carlyle and Anita Sherrill House, a well-preserved two-story Colonial Revival-style brick house, meets National Register Criterion C and holds local significance in the area of architecture. National Historic Register of Historic Places #09000704. The house was begun in the second half of 1937, probably in the autumn, and completed in about March 1938, when Mr. and Mrs. Sherrill and their family occupied it. The Sherrill House has remained remarkably intact and little changed during its sixty-year existence. It remained the home of its builders through the death of Mr. Sherrill in 1948, and until the death of Mrs. Anita Sherrill in 1977. Having been rented for about two years, it became the property and the residence of the

Sherrill's grandson, John Carlyle Sherrill III, in 1980, and the Sherrill House remains his home to the present. During those six decades, the only change of any note occurred in the kitchen. In its form, plan, materials, pre-World War II finish, craftsmanship, and feeling, the John Carlyle and Anita Sherrill House reflects the final chapter in the long history of the Colonial Revival style in Rowan County.

The symmetrical north-facing façade of the Sherrill House is three bays wide. Its architectural development is focused on the central entrance and the one-story, one-bay porch that shelters it. The classically-finished porch is supported by trios of wood Tuscan columns at its northeast and northwest front corners. Its molded frieze rises to a flush sheathed eave of beveled boards. The columns stand on a floor paved with broken terra cotta tiles, enframed in a soldier-course brick border that extends as an open terrace to the east. Originally, the terrace carried fully across the north elevation of the sun parlor; however, that eastern most portion of the terrace, damaged by freezing water that penetrated the mortar, has been taken up prior to rehabilitation. The house's arch-headed entrance is enframed by a flush soldier-course surround. The six-panel door retains its original brass hardware. It is flanked by eight pane sidelights above molded panels and surmounted by a Federal-style fanlight with wood tracery. The flanking bays on the first-story elevation contain large three-part windows that illuminate the living and dining rooms in the house's northeast and northwest corners, respectively. On the second story, openings holding paired sash windows flank a smaller window that illuminates a bathroom between the front corner bedrooms.

The west elevation of the house has a generally symmetrical four-bay elevation. Complementing openings holding paired sash windows are set in the near center of the elevation. The north "third" of the elevation has a symmetrical two-bay fenestration with single windows in complementing positions on each story. In the south portion of the wall small paired sash windows appear on the first story, positioned above the interior kitchen sink, while a single window is located above on the second story. A single small window, replicating the size of those in the kitchen, appears in the west face of the shallow one-story projecting, shed-like bay that contains the pantry. Small four-pane windows at the base of the elevation, just above ground level, illuminate the house's basement.

The appearance of the Sherrill House's east elevation is dominated by the one-story sun parlor that occupies the north half of its first story. The sun parlor walls are fitted with a centered glazed door flanked by windows on the north elevation, a large opening holding four sash windows on its long east elevation, and an opening holding paired windows on its south side. Its shallow hip roof is encircled by a white picket railing. (The sun parlor has doorways in its interior west wall opening into both the living room and the family sitting room in the east center of the house.) A glazed fifteen-pane door and single window, serving the sitting room, are set in the center of the first-story east elevation while an opening holding paired sash illuminates Mr. and Mrs. Sherrill's bedroom in the house's southeast corner. The fenestration on the three-bay second story reflects the arrangement of three bedrooms here, along the east side of the second-

story hall, an arrangement recurring on the west side of the hall but less clearly evident on the exterior.

On the rear elevation, the projecting shed-like one- one-story block fully occupies the first story of the house. The frame center section of this projection, containing the enclosed porch, is framed by brick blocks of unequal size that contain the pantry on the west and a part of the Sherrill's bedroom on the east. The porch itself projects about two feet beyond the hip-roof "shed." It has four-over-four sash windows in its narrow east and west ends and a three-part arrangement on the long south elevation featuring a center opening with paired replacement doors flanked by equal-sized openings fitted with paired sash windows. The present owner has added an open wood deck across the south front of the porch with steps descending to ground level off its east and west ends. Above, on the three-bay second story of the house single windows serving the southeast and southwest corner bedrooms flank a smaller window that illuminates the rear second-story bathroom.

**3.** There are no known contributing archaeological element on the property.

### **4** Property evaluation.

Whatever the origin of the design of the John Carlyle and Anita Sherrill House, it stands at the close of the long, pre-World War II chapter in the history of the style that had its origins in events associated with the Centennial celebrations in 1876. In Rowan County elements of the style appeared first in Salisbury, the county seat, as decorative features in turn-of-the-century Queen Anne-style houses whose design, fabric and finish are such a successful amalgam of the two styles that they are alternately cited at times, by some, as examples of both styles incorporating the influence of the other. This group includes the Louis H. Clement House of about 1899 at 302 South Ellis Street, the Milton Brown House of about 1902 at 208 South Fulton Street, and the McKenzie-Grimes House, also dating to about 1902, at 228 West Bank Street. Development of the Colonial revival style continued in Salisbury in the decades leading up to World War II with some degree of asymmetry seen in the style's combination with the foursquare form or an alternative, increasing symmetry seen in conventional three and five-bay brick or frame houses, such as the Reamus-Gambley House at 602 Mitchell Avenue, and imposing one-and-a-half-story houses covered with gambrel roofs, such as the Ernest Lauriston Hardin House of about 1921 at 702 Mitchell Avenue (see Fulton Heights HD, NR, 1999). In other instances the Colonial Revival style was combined with the Classical Revival style on at least three houses with two-story porticoes in the Salisbury Historic District (NR, 1975): the David Franklin cannon House of 1906 at 202 South Fulton Street; and the Walter Henderson Woodson House of 1925 at 100 North Fulton Street.

In Rowan County beyond the border of Salisbury, the Colonial Revival style arrived later, appearing first in the county's smaller towns and villages, and next in the countryside in rare instances as the seat of a farm, as here on a sizable edge-of-a-village farm. Arguably the most popular Colonial Revival-style house was the large, symmetrical, somewhat "boxy" house with a wide, usually three-bay façade, incorporating large, multiple-sash windows, expansive one-story porches supported by Tuscan columns, and tall hip roofs featuring gable-roof dormers. The

Edwards-Black House of about 1909 at 421 South Main Street, Landis, with its three-bay façade, one-story Tuscan-column porch, and Palladian-style attic dormer, is one example and another is the Paul Talmadge Goodman House of about 1916, at the edge of Gold Hill, whose one-story porch features pairs and trios of columns on stone plinths (Hood, 240, 259). A third example of the style with a one-story Tuscan-column, wrap-around porch was built in about 1912 on Grampian Road (now 585 Grampian Road) in Mount Ulla for Dr. George Alexander Brown (1869-1938), another of Mount Ulla's leading citizens (Hood, 150),

In Rowan county's smaller towns, as in the county seat, houses in variant Colonial Revival modes continued to be built in the 1920s but with fewer examples in the 1930s, such as the beige brick Enoch Arthur Goodman House of 1936 at 602 Sout5h Fulton Street, Salisbury, built for a co-founder of the Goodman Lumber Company. During this period the expansive full-façade and wrap-around porches of the 1900s and 1910s gave way in the 1920s to smaller, single-bay classically-detailed entrance porches seen on both the Goodman residence and that of the Sherrills. Completed in 1938, the Sherrill House is among the very last of those built before World War II, which interrupted much of the domestic construction and altered representation of the style in residential construction. After the war and through the 1950s, "Colonial" houses, mostly erected in suburbs, had an altogether different character.

The architectural significance of the John Carlyle and Anita Sherrill House derives from its dual importance of being both a noteworthy example of a village house in the Colonial revival style and on of the rare examples of the style erected as farm seats. When Dr. Samuel D Rankin and the Reverend Andrew Y. Lockridge (1801-1876), minister to both Third Creek and Back Creek Presbyterian churches (for Lockridge see Hood, 150-51), built their houses at what is now Mount Ulla, this part of Rowan County was entirely rural. Their houses were the seats of farms of sizable acreages. While Mount Ulla took on the character of a village with the sequential construction of the railway depot, the Mount Ulla Roller Mills facility in about 1900, John Carlyle Sherrill's ca. 1911 dwelling on Grampian Road, the completion of Dr. Brown's house and office in 1912, and John Carlyle Sherrill's new brick store in 1923, the antebellum Rankin House and the Lockridge-Goodman House remained farm seats, while the village developed between them.

**5.** The house and 1.18 acres is representative of the original setting. The landscaping is representative of the original setting.

### V. Supporting Documentation

- 1. Digital photographs of each elevation (the pictures need to be numbered and identified)
  - 1. North Elevation
  - 2. South Elevation
  - 3. East Elevation

### 4. West Elevation

- 2. Sketch of the floor plan
- 3. Site plan
- 4. Tax Map

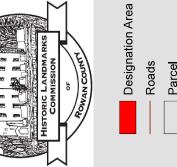
### VI. Bibliography/Source Citations

John Carlyle and Anita Sherrill House, National Historic Register of Historic Places, Sept.1,2009, # 09000704.

John Carlyle Sherrill Interview by Rowan County Historic Landmark Commission, Date:

# 1 inch = 50 feet Parcel

# Carlyle Sherrill House Local Designation



The designation afrea is approxinatly 1.18 acres.



### North Carolina Department of Natural and Cultural Resources

### State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper Secretary D. Reid Wilson Office of Archives and History Deputy Secretary Darin J. Waters, Ph.D.

September 9, 2021

Aaron Poplin, Planner Rowan County Historic Landmarks Commission 402. N. Main St. Salisbury, NC 28144

RE: Proposed Designation of the John Carlyle and Anita Sherrill House, 14175 NC 801 HWY., Mt. Ulla, Rowan County.

Dear Mr. Poplin:

Thank you for submitting the report for the proposed designation of the John Carlyle and Anita Sherrill House. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

According to the report, the John Carlyle and Anita Sherrill House is of local architectural and cultural importance as one of the few remaining Colonial Revival farmhouses in Rowan County. The builder and his family significantly contributed to the economic development of Western Rowan County and was instrumental in the development of the village of Mount Ulla.

We have shared recommendations with staff to perform a few changes to the report. With these changes, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether the John Carlyle and Anita Sherrill House possesses the requisite special local significance and integrity for local historic landmark designation.

Landmark designation means the local government recognizes the property is worthy of preservation because of its special significance to the local community. Any substantial changes in design, materials, and appearance to the property would be subject to the design review procedures of the preservation commission.

Thank you for the opportunity to comment on this report. Please note, our comments are advisory only and therefore, non-binding. Once the governing board has received a recommendation from the Rowan County Historic Landmarks Commission, it should proceed in the same manner as would otherwise be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the attached designation form to our office.

This letter serves as our comments on the proposed designation of the John Carlyle and Anita Sherrill House. Please contact me at <a href="mailto:Kristi.brantley@ncdcr.gov">Kristi.brantley@ncdcr.gov</a> (preferred) or 919-814-6576 should you have any questions about our comments.

Sincerely,

Kristi Brantley

Local Preservation Commissions/CLG Coordinator

CC: Commission Chair

Knisti Brantley

Enclosure

## AN ORDINANCE DESIGNATING THE JOHN CARLYLE AND ANITA SHERRILL HOUSE IN THE JURISDICTION OF ROWAN COUNTY, NORTH CAROLINA AS A LOCAL HISTORIC LANDMARK

WHEREAS, the Rowan County Historic Landmarks Commission has made an investigation and recommends the following property be designated a historic landmark; and

WHEREAS, the North Carolina Department of Cultural Resources has made a determination that the following property is eligible to be designated a historic landmark; and

WHEREAS, on the 17<sup>th</sup> day of October, 2022 a public hearing was held in the J. Newton Cohen, Sr. Room, in the J. Newton Cohen, Sr. Building, Salisbury, NC, by the Rowan County Board of Commissioners to determine whether *John Carlyle and Anita Sherrill House* should be designated as a local historic landmark; and

WHEREAS, all the prerequisites to the adoption of this ordinance as prescribed in Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes have been met; and

WHEREAS, the *John Carlyle and Anita Sherrill House* is believed to be one of the few examples of Colonial Revival farmhouses in Rowan County; and

WHEREAS, construction of the *John Carlyle and Anita Sherrill House* began in 1937; and

WHEREAS, in 2009, the *John Carlyle and Anita Sherrill House y* was entered into the National Registry of Historic Places; and

WHEREAS, the *John Carlyle and Anita Sherrill House* is an important historic resource worthy of preservation,

NOW, THEREFORE, BE IT ORDAINED BY THE ROWAN COUNTY BOARD OF COMMISSIONERS THAT:

- 1. The *John Carlyle and Anita Sherrill House* at 14175 NC 801 HWY. in the County of Rowan is hereby designated as a Local Historic Landmark pursuant to Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes. This property is presently owned by the John Carlyle Sherrill and is further identified as part of Rowan County tax parcel 566 048.
- 2. The significant features of the building's exterior located on said property may not be moved, demolished, materially altered, restored or removed without a Certificate of Appropriateness being issued by the Historic Landmark Commission of Rowan County. Any application for the demolition of this building shall require the waiting period set forth in the Historic Landmarks Ordinance.
- 3. Nothing in this ordinance shall be construed to prevent the ordinary maintenance or repair of any architectural feature in or on the said building and property that does not involve a change in design, material or outer appearance thereof, nor to prevent the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a Rowan County building inspector or similar official certifies to the Historic Landmarks Commission that such action is required for the public safety because of an unsafe or dangerous condition. Nothing herein shall be construed to prevent the property owner from making any use of this property not prohibited by other statutes, ordinances or regulations.
- 4. A suitable sign or plaque shall be posted indicating the property has been designated as a local historic landmark and containing any other appropriate information. If the owner consents, the sign or plaque shall be placed upon the building or property. If the owner objects, the sign or plaque shall be placed on nearby public right-of-way.
- 5. The owner of the *John Carlyle and Anita Sherrill House* shall be given notice of this ordinance as required by applicable law and copies of this ordinance shall be filed and indexed in the offices of the Rowan County Register of Deeds, the County's Chief Building Inspector and the Rowan County Tax Supervisor as required by applicable law.
- 6. Rowan County Ad Valorem Tax Implications: Taxpayer shall be eligible for tax treatment and assessment according to NCGS 105-278 for only that portion of the total property subject of this ordinance and designation as a Historic Landmark that is not currently assessed at present use value pursuant to NCGS 105-277.2 et seq.

Read, approved, and adopted this	_ day of, 2022
	_ Greg Edds, Chairman
ATTEST:	
Carolyn Barger, MMC, NCMCC, Cle	rk 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:** Wendell R. Main II, Rowan County Assessor

**DATE:** 10/7/22

**SUBJECT:** Presentation of 2023 Schedule of Values

Presentation 2023 Schedule of Values Standards and Rules to use for valuation of Real Property starting in 2023.

Request to set a public hearing for 2023 Schedule of Values, Standards and Rules on November 7, 2022.

### **ATTACHMENTS:**

DescriptionUpload DateTypePresentation10/12/2022Cover Memo



### 2023 Rowan County Revaluation

Presentation of Schedule of Values, Standards & Rules

# Rowan County Assessor's Office

# Rowan County 2023 Revaluation (Reappraisal)



- This is the process of updating Rowan County's real property values to reflect fair market value as of January 1, 2023.
- Reappraisal reestablishes the fairness of the tax burden between properties which typically change in value at different rates by location and property type.
- It is required by N.C.G.S. 105-286 at least once every eight years.
- Rowan County is currently on a 4 year reappraisal cycle.
- The last countywide reappraisal was conducted 4 years ago with an effective date of January 1, 2019.

### **Appraisal Facts**



- Properties are appraised at 100% market value at the time of a county-wide revaluation. Data is reviewed from the most recent qualified sales leading up to the reappraisal date.
- The **Schedule of Values, Standards and Rules** are manuals to describe the methodology and procedures for appraising real estate at market value at the time of the county's most recent General Reappraisal.
- In order to reappraise all parcels, a process referred to as **mass appraisal** is employed. Mass appraisal is the process of grouping uniform or similar properties together to ensure fair and equitable property values.
- Real property values remain the same until the next reappraisal unless physical changes are made to the property between revaluation years.
- New buildings and other improvements are appraised according to the degree of completion on January 1 of each year.

# **Appraisal Facts Continued: Approaches to Value**



- Market: analyzing sales of comparable properties and adjusting for differences to establish value for a specific property
- Cost: using the total material and labor cost (minus depreciation) and the land costs to establish value for a specific property
- Income: incorporating consideration of a property's rental income, expenses, vacancy rates, and rate of monetary return to establish value for a specific property

# **Appraisal Facts Continued: Sale Verification**



A **qualified sale** is an arms length transaction between a willing buyer and seller.

### Reasons a sale could be unqualified: (all sales must be considered)

- Sales in connection with foreclosures, bankruptcies, and condemnations
- Sales that occur between relatives or affiliated companies
- Properties sold at public auctions
- Special financing/land contracts

### **Volume of Sales since 2019**

- Residential: 16,706
  - Qualified: 11,941
  - Unqualified: 4,765
- Commercial: 1,137
  - Qualified: 714
  - Unqualified: 423

# **Revaluations Across the State**



2023 Revaluations (22 Counties)		
Alamance	Lee	
Alexander	Lincoln	
Ashe	Macon	
Brunswick	McDowell	
Burke	Mecklenburg	
Camden	Moore	
Craven	North Hampton	
Gaston	Randolph	
Graham	Rowan	
Henderson	Rutherford	
Iredell	Yadkin	

The *average* increase across all property types in the counties with 2022 revaluations (listed below) was 14% to 50%.

2022 Revaluations (12 Counties)		
Avery	Hoke	
Bladen	Jones	
Chowan	Mitchell	
Duplin	Onslow	
Guilford	Pasquotank	
Harnett	Watauga	

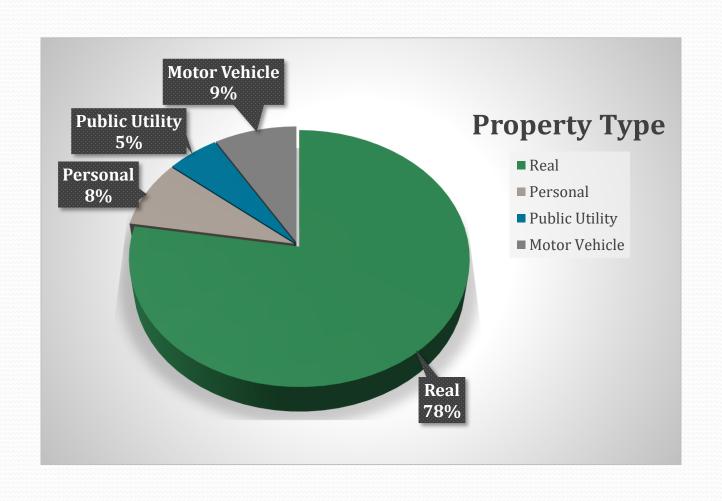
# **2023 Revaluation Facts about Rowan County**



- Current Sales Assessment Ratio (based on 2022 sales)
  - 73.38%
  - Example: If a home is sold for \$300,000, the current sales assessment ratio is 73.38% of that sale price.
    - $$300,000 \times 73.38\% = $220,000$  is the current assessed value
- Rowan County has approximately 80,563 parcels
  - Residential Parcels: 51,642
  - Commercial/Industrial/Exempt Parcels: 6,705
  - Vacant Parcels: 22,216

# **Property Value Percentage of Tax Base in Rowan County**





# **Revaluation Timeline**



# May 2021-October 2022:

Development of preliminary cost/income/market schedules

# November 2021-December 2022:

- Neighborhood Review (Uniformity & Ratio studies)
- Field and desk review using Pictometry (online aerial photographs) of proposed assessments

# October- November 2022:

- Re-run market modeling to include more recent sales to reflect changes in the market
- Update website with revaluation information
- Finalize Schedule of Values

# October 2022:

October 17, 2022: Submit Schedule of Values to Board of County Commissioners (BOCC)

# November 2022:

- November 7, 2022: Public Hearing BOCC (Must wait 7 days before adoption)
- November 21, 2022: BOCC adoption of Schedule of Values
- November 22, 2022: Appeal period of schedule begins
- November 22 & 29, December 5 & 12, 2022: Advertise adoption order per statute

# Revaluation Timeline Continued



# February 2023:

Notices of value mailed to property owners

# **February 2023- April 2023:**

- Real property appeal period
- April 4, 2023: Board of Equalization and Review convene to hear appeals

# May 2023:

Board of Equalization and Review adjourns (appeal period ends)

# June 2023:

Board of County Commissioners Adopts FY24 Tax Rate

# July 2023:

FY24 tax bill mailed to property owners

# In Conclusion



- Staff will be reviewing data until the end of January 2023.
- The real estate market is changing. We are not seeing as much bidding transactions, and some properties are staying on the market longer. We are also seeing some asking price reductions. Some of this is caused by increased mortgage rates that have occurred in 2022.
- Although all property types will not change at the same rate, the state sales ratio assessment indicates an increase for all property types.
- Property Revaluation is mandated by North Carolina General Statute 105-286.
- Property value is just one component of the budget process.
- Staff will work with citizens through this process by informal and formal appeals.
- Questions?



Be an original.

Additional Questions
Contact:
Rowan County Assessor's Office
704-216-8586
Wendell R. Main II "Chip"
Rowan County Assessor

# 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:** 10/17/2022

**SUBJECT:** Approval of Financing and Purchase of Public Safety Radios for Project 25

The County has received financing proposals for the acquisition of radio equipment for all Rowan County public safety. This includes radios for all County volunteer fire departments and public safety in all County municipalities.

Bids were received from 7 financial institutions. Please accept the low bid received from Truist Financial Corporation in the amount up to \$8,650,000. The term is approximately five years with an interest rate of 3.54%. Attached Resolution, Bank Bid Summary, Proposal from Truist, contract documents and budget amendment. The Board is to authorize the Finance Director to establish an escrow account for the loan proceeds. The County intends to only borrow \$8,050,000. The Finance Director was working through the contract agreement and will present to the BOC the final negotiated version of the contract on Monday, October 17, 2022 sample contracts attached to this agenda item.

Also attached, is the quote from Motorola the low bidder for the purchase of the public safety radio equipment in an amount of \$7,949,882.01. Proposals were received for this equipment in September 2021. The Board awarded the RFP from Motorola on May 2, 2022 Consent Agenda Item K.

Board of Commissioners to approve the Resolution and budget amendment to authorize the Finance Director to establish an escrow account for the loan proceeds.

AND

Authorize the County Manager to enter into an installment financing contract with Truist Financial Corporation.

AND

Authorize the purchase of public safety radio equipment from Motorola in an amount of \$7,949,882.01.

**ATTACHMENTS**:

DescriptionUpload DateTypeQuote10/9/2022Backup Material

10/12/2022	Backup Material
10/12/2022	Backup Material
10/12/2022	Resolution Letter
10/12/2022	Backup Material
10/12/2022	Backup Material
10/12/2022	Budget Amendment
10/12/2022	Backup Material
10/12/2022	Backup Material
	10/12/2022 10/12/2022 10/12/2022 10/12/2022 10/12/2022 10/12/2022

Revised Pricing Form 10-5-2022						
Portable Subscribers - Law Enforcement - APX 6000						
Item	Model	Unit Price	Qty	Extended Price	Discount %	Discounted Price
Single Band 7/800 MHz Radio (Law Enforcement), P25						
FDMA/TDMA, High Capacity Battery, Antenna, Battery						
Charger, 5-year warranty	H98UCH9PW7BN	\$6,138.75	417	\$2,559,858.75	35.00%	\$1,663,908.19
AES Encryption	Q629AK	\$475.00	417	\$198,075.00	35.00%	\$128,748.75
Multikey Option	Q498AY	\$363.00	417	\$151,371.00	35.00%	\$98,391.15
Additional Features / Software Options			417			
P25 Link Layer Authentication	QA02756AD	\$100.00	417	\$41,700.00	35.00%	\$27,105.00
Programming over Wi-Fi	QA09001AB	\$300.00	417	\$125,100.00	35.00%	\$81,315.00
Spare Battery (High Capacity)	PMNN4486A	\$179.30	417	\$74,768.10	35.00%	\$48,599.27
Group Services	QA09008	\$165.00	417	\$68,805.00	35.00%	\$44,723.25
Portable Subscribers - Fire Service (Black Housing) - A	PX 6000XF					
Item	Model	Unit Price	Qty	Extended Price	Discount %	Discounted Price
Single Band 7/800 MHz Radio (Fire Service), P25	1770467	Omernee	Q.y	ExteriacaTrice	Discourie 70	Discourred Trice
FDMA/TDMA, High Capacity Battery, Antenna, Battery						
Charger, Ruggedized,5-year warranty	H98UCH9PW7BN	\$7,163.00	898	\$6,432,374.00	35.00%	\$4,181,043.10
AES Encryption	Q629AK	\$475.00	898	\$426,550.00		\$277,257.50
Multikey Option	Q498AY	\$363.00	898	\$325,974.00		\$211,883.10
Quick call II (two-tone) decode over P25	QA09000AA	\$150.00	898	\$134,700.00		\$87,555.00
Additional Features / Software Options	Q 1030007 # 1	Ÿ130.00	898	Ψ13 1,7 00.00	33.0070	φο,,555.00
P25 Link Layer Authentication	QA01767AT	\$100.00	898	\$89,800.00	35.00%	\$58,370.00
Programming over Wi-Fi	QA09001AB	\$300.00	898	\$269,400.00		\$175,110.00
Spare Battery (High Capacity)	PMNN4547A	\$203.00	898	\$182,294.00		\$118,491.10
Group Services	QA09008	\$165.00	898	\$148,170.00		\$96,310.50
Portable Subscribers - Fire Service (Yellow Housing) -	ADV COOVE					
Item	Model	Unit Price	Otv	Extended Price	Discount %	Discounted Price
Single Band 7/800 MHz Radio (Fire Service), P25	iviouei	Offic Price	Qty	Extended Price	Discourit //	Discounted Frice
FDMA/TDMA, High Capacity Battery, Antenna, Battery						
Charger, Ruggedized,5-year warranty	H98UCH9PW7BN	\$7,163.00	0.2	\$658,996.00	35.00%	\$428,347.40
AES Encryption	Q629AK	\$475.00	92 92	\$43,700.00		\$428,347.40
Multikey Option	Q498AY	\$363.00	92	\$33,396.00		\$28,403.00
Quick call II (two-tone) decode over P25	1		92			
	QA09000AA	\$150.00	92	\$13,800.00	35.00%	\$8,970.00
Additional Features / Software Options	QA01767AT	\$100.00	92	¢0.200.00	35.00%	¢E 000 0
P25 Link Layer Authentication Programming over Wi-Fi		\$100.00		\$9,200.00		\$5,980.0
<u> </u>	QA09001AB	\$300.00	92	\$27,600.00		\$17,940.00
Spare Battery (High Capacity)	PMNN4547A	\$203.00	92	\$18,676.00	35.00%	\$12,139.40

Group Services	QA09008	\$165.00	92	\$15,180.00	35.00%	\$9,867.00
Yellow Housing	H64BE	\$28.00	92	\$2,576.00	35.00%	\$1,674.40
Portable Subscribers - Fire Service (Dual Band) - APX 8	3000XE					
Item	Model	Unit Price	Qty	Extended Price	Discount %	Discounted Price
Dual Band 7/800 MHz and VHF Radio (Fire Service), P25						
FDMA/TDMA, High Capacity Battery, Antenna, Battery						
Charger, Ruggedized,5-year warranty	H91TGD9PW7AN	\$9,375.00	10	\$93,750.00	35.00%	\$60,937.50
AES Encryption	Q629AK	\$475.00	10	\$4,750.00	35.00%	\$3,087.50
Multikey Option	Q498AY	\$363.00	10	\$3,630.00	35.00%	\$2,359.50
Quick call II (two-tone) decode over P25	QA09000AA	\$150.00	10	\$1,500.00	35.00%	\$975.00
Additional Features / Software Options						
P25 Link Layer Authentication	QA01767AT	\$100.00	10	\$1,000.00		\$650.00
Programming over Wi-Fi	QA09001AB	\$300.00	10	\$3,000.00		\$1,950.00
Spare Battery (High Capacity)	PMNN4547A	\$203.00	10	\$2,030.00	35.00%	\$1,319.50
Group Services	QA09008	\$165.00	10	\$1,650.00	35.00%	\$1,072.50
Portable Subscribers - Fire Service (Tri Band) - APX NE	XT XE					
Item	Model	Unit Price	Qty	Extended Price	Discount %	Discounted Price
Tri-Band 7/800 MHz/UHF/VHF Radio (Fire Service), P25						
FDMA/TDMA, High Capacity Battery, Antenna, Battery						
Charger, Ruggedized,5-year warranty	H55TGT9PW8AN	\$12,209.90	12	\$146,518.80		\$95,237.22
AES Encryption	Q629AK	\$475.00	12	\$5,700.00		\$3,705.00
Multikey Option	Q498AY	\$363.00	12	\$4,356.00		\$2,831.40
Quick call II (two-tone) decode over P25	QA09000AA	\$150.00	12	\$1,800.00	35.00%	\$1,170.00
Additional Features / Software Options						
P25 Link Layer Authentication	QA01767AT	\$100.00	12	\$1,200.00		\$780.00
Programming over Wi-Fi	QA09001AB	\$300.00	12	\$3,600.00		\$2,340.00
Spare Battery (High Capacity)	PMNN4547A	\$203.00	12	\$2,436.00		\$1,583.40
Group Services	QA09008	\$165.00	12	\$1,980.00	35.00%	\$1,287.00
Mobile Subscribers - Remote Mount - APX 4500						
Item	Model	Unit Price	Qty	Extended Price	Discount %	Discounted Price
(Remote Mount) Single Band 7/800 MHz Radio (Law						
Enforcement), P25 FDMA/TDMA, Microphone, external						
speaker, Antenna, 5-year warranty	M22URS9PW1BN	\$4,641.75	553	\$2,566,887.75		\$1,668,477.04
E5 Control Head	GA00092AU	\$627.00	553	\$346,731.00		\$225,375.15
AES Encryption	G843AH	\$475.00	553	\$262,675.00		\$170,738.75
Multikey Option	G298AS	\$363.00	553	\$200,739.00		\$130,480.35
Speaker and Microphone	B18CR/W22BA	\$132.00	553	\$72,996.00	35.00%	\$47,447.40
Additional Features / Software Options			553			

P25 Link Layer Authentication	GA01767AG	\$100.00	553	\$55,300.00	35.00%	\$35,945.00
Programming over Wi-Fi	GA09001AA	\$300.00	553	\$165,900.00	35.00%	\$107,835.00
Group Services	QA09008	\$165.00	553	\$91,245.00	35.00%	\$59,309.25
Mobile Subscribers - Remote Mount - Dual Control He	 Pad - APX 6500					
Item	Model	Unit Price	Qty	Extended Price	Discount %	Discounted Price
(Remote Mount-Dual Control Head) Single Band 7/800	Woder	- Ome Trice	Q.,	Externaca i ricc	Discourie /c	Discounted i nec
MHz Radio (Fire Service), P25 FDMA/TDMA, Microphone,						
external speaker, E5 CH, Antenna, 5-year warranty	M25URS9PW1BN	\$6,554.00	36	\$235,944.00	35.00%	\$153,363.60
Speaker and Microphone	B18CR/W22BA	\$147.00	72	\$10,584.00		\$6,879.60
AES Encryption	G843AH	\$475.00	36	\$17,100.00		\$11,115.00
Multi-key option	G298AS	\$363.00	36	\$13,068.00	35.00%	\$8,494.20
Additional Features / Software Options						
P25 Link Layer Authentication (Radio Authentication)	GA01767AG	\$100.00	36	\$3,600.00	35.00%	\$2,340.00
Programming over Wi-Fi	GA09001AA	\$300.00	36	\$10,800.00	35.00%	\$7,020.00
Group Services	QA09008	\$165.00	36	\$5,940.00	35.00%	\$3,861.00
Control Stations - APX 4500						
Item	Model	Unit Price	Qty	Extended Price	Discount %	Discounted Price
Single Band 7/800 MHz Control Station Radio, P25						
FDMA/TDMA, 5-year warranty	M22URS9PW1BN	\$4,625.00	56	\$259,000.00	35.00%	\$168,350.00
Control Station Configuration	W665	\$77.00	56	\$4,312.00	35.00%	\$2,802.80
E5 Control Head	GA00092AU	\$627.00	56	\$35,112.00	35.00%	\$22,822.80
Quick call II (two-tone) decode over P25	QA09000AA	\$150.00	56	\$8,400.00	35.00%	\$5,460.00
AES Encryption	G843AH	\$475.00	56	\$26,600.00	35.00%	\$17,290.00
Multikey Option	G298AS	\$363.00	56	\$20,328.00	35.00%	\$13,213.20
Additional Features / Software Options						
P25 Link Layer Authentication (Radio Authentication)	GA01767AG	\$100.00	56	\$5,600.00	35.00%	\$3,640.00
Programming over Wi-Fi	GA09001AA	\$300.00	56	\$16,800.00	35.00%	\$10,920.00
Group Services	QA09008	\$165.00	56	\$9,240.00	35.00%	\$6,006.00
Consolettes						
Item	Model	Unit Price	Qty	Extended Price	Discount %	Discounted Price
700/800 MHz Desktop Consolette Radio, P25 FDMA/TDMA	λ,					
5-year warranty	L37TSS9PW1AN	\$12,754.00	10	\$127,540.00	35.00%	\$82,901.00
Quick call II (two-tone) decode over P25	QA09000AA	\$150.00	10	\$1,500.00		\$975.00
AES Encryption	G843AH	\$475.00	10	\$4,750.00	35.00%	\$3,087.50
Multikey Option	G298AS	\$363.00	10	\$3,630.00	35.00%	\$2,359.50
Additional Features / Software Options						
P25 Link Layer Authentication (Radio Authentication)	GA09001AA	\$100.00	10	\$1,000.00	35.00%	\$650.00
Programming over Wi-Fi	GA00250AB	\$100.00	10	\$1,000.00	35.00%	\$650.00

Group Services	QA09008	\$165.00	10	\$1,650.00	35.00%	\$1,072.50
Miscellaneous Accessories						
Programming Cable	PMKN4013C	\$98.23	15	\$1,473.45	35.00%	\$957.74
Key Fill Device	T8476B	\$7,666.60	2	\$15,333.20	35.00%	\$9,966.58
Bluetooth Mic w/Desk Charger	RLN6554A	\$324.00	265	\$85,860.00	35.00%	\$55,809.00
Car Charger for Bluetooth Mic	PMLN6716A	\$78.00	265	\$20,670.00	35.00%	\$13,435.50
Bluetooth Mic Li-Ion Battery	PMNN4461A	\$68.25	20	\$1,365.00	35.00%	\$887.25
Bluetooth Desk Charger	PMLN7120A	\$70.20	10	\$702.00	35.00%	\$456.30
Bluetooth Mic Ear Piece	PMLN7560A	\$62.64	265	\$16,599.60	35.00%	\$10,789.74
Remote Spkr Mic w/Coiled Cord	PMMN4062AL	\$127.12	80	\$10,169.60	35.00%	\$6,610.24
Impres 2 Multi-Unit Charger	NNTN8844A	\$1,420.00	10	\$14,200.00	35.00%	\$9,230.00
Installation Total Subscribers (adjusted per mobile quantity						
decrease)	N/A	\$625,731.00	Lot	\$625,731.00	0.00%	\$625,731.00

TOTAL SUBSCRIBER EQUIPMENT PRICE		\$17,709,040.25	\$11,729,882.01
One time installation bundle incentive		-\$380,000.00	
Incentive extended to purchase order received no later than Octo		-\$300,000.00	
Incentive for full radio order shipment before December 31, 2022		-\$300,000.00	
Volume Discount qty > 2000 Subscribers			-\$1,500,000.00
Trade-In Incentive			-\$500,000.00
Incentive for Uptiered Radios			-\$600,000.00
One-time discount for Group Services bundle			-\$200,000.00
TOTAL SUBSCRIBER EQUIPMENT PRICE WITH DISC		\$7,949,882.01	

Installment Financing Contract Summary of Bids Received October 12, 2022

Bank		Rate	Fees	Effective Rate	Prepayment	Additional Terms
Truist	3 Year BQ	3.5400%	\$0	3.5400%	In whole at anytime at par	Rate expires November 2
	4 Year BQ	3.5400%		3.5400%		Financial statements within 270 days of fiscal year end
	5 Year BQ	3.5400%		3.5400%		Proceeds held in a Truist account unless equipment is delivered prior to closing
						Right to cancel the offer at any time prior to closing if there is any adverse change in
	3 Year Non - BQ	3.5900%		3.5900%		financial condition
	4 Year Non - BQ	3.5900%		3.5900%		
	5 Year Non - BQ	3.5900%		3.5900%		
Bank of America	3 Year Non - BQ	3.6952%	\$0	3.6952%	On any payment date after	County must notify BAPCC of acceptance of the rates by October 19 to lock the rate
	4 Year Non - BQ	3.6381%		3.6381%	half the term has elapsed with	Current fiscal year's budget
	5 Year Non - BQ	3.5813%		3.5813%	30 day prior notice	Last three years financial statements
						BAPCC will have a security interest in the equipment financed
						Borrower shall be required to provide at its expense, casualty insurance
						If receiving advance payment from loans proceeds prior to delivery then BAPCC will receive
						a performance bond
PNC Bank, National Association	3 Year BQ	3.7900%	\$6,000	3.8285%	Callable at par with 15 day	The term loan shall bear interest at the default rate if an event of default occurs
	4 Year BQ	3.7500%		3.7808%	prior written notice	Annual audited financials within 210 days of fiscal year end
	5 Year BQ	3.7300%		3.7559%		
	3 Year Non - BQ			3.8785%		
	-			3.8308%		
	5 Year Non - BQ	3.7800%		3.8059%		
JP Morgan	3 Year BQ	3.9610%	\$0	3.9610%	Prepaid in whole but not in	Rates held through November 14
	4 Year BQ	3.8750%		3.8750%	part prior to maturity on any	Payment may be subject to a fixed rate / "make whole" break funding charge
	5 Year BQ	3.7950%		3.7950%	payment date	First priority security interest in the financed equipment
						Title to the equipment shall vest in Lessee, subject to Lessor's security interest
	3 Year Non - BQ	3.9400%		3.9400%		Audited financials within 180 days of the fiscal year end
	4 Year Non - BQ	3.8550%		3.8550%		
	5 Year Non - BQ	3.7750%		3.7750%		



Installment Financing Contract Summary of Bids Received October 12, 2022

Bank		Rate	Fees	Effective Rate	Prepayment	Additional Terms
Pinnacle Public Finance	3 Year BQ	4.3000%	\$0	4.3000%	In whole, any time on a	Rate expires November 12
	4 Year BQ	4.2300%		4.2300%	payment date at par plus	Gross up provision in the event the Lease becomes taxable
	5 Year BQ	4.2300%		4.2300%	accrued interest	If necessary, an escrow account established with Zions Bank
						CAFR within 210 days of each fiscal year
						Pinnacle will have the right to assign, transfer or convey the lease to any of its affiliates
						Using proceeds to prepay a vendor will require a payment and performance bond with
						Pinnacle named a dual obligee
Key Government Finance, Inc	3 Year BQ	4.3160%	\$0	4.3160%	Anytime in whole prior to	Interest rate lock to be accepted no later than October 18
	4 Year BQ	4.3760%		4.3760%	maturity with 10 day prior	Audited financials within 270 days
	5 Year BQ	4.4380%		4.4380%	notice	
Signature Public Funding	3 Year BQ	4.6450%	\$0	4.6450%	Prepay on any payment date	Security interest in the equipment
	4 Year BQ	4.6010%		4.6010%	at 101%	Unpaid principal and interest within 30 days are subject to additional interest at Taxable
	5 Year BQ	4.5490%		4.5490%		3 years of current financial documents
						Taxable interest rate not to exceed 9.3% if deemed tax-exempt status changes
						Interest earnings will not be paid to Lessee for any period of time



Installment Financing Contract Estimated Debt Service Comparison October 12, 2022

	Truist 3	3-Year Option (3.5	54%)	Truist 4	I-Year Option (3.5	54%)	Truist 5	54%)	
FY	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2023		121,904	121,904	-	121,904	121,904	-	121,904	121,904
2024	2,684,000	237,463	2,921,463	2,013,000	249,340	2,262,340	1,610,000	256,473	1,866,473
2025	2,683,000	142,467	2,825,467	2,013,000	178,080	2,191,080	1,610,000	199,479	1,809,479
2026	2,683,000	47,489	2,730,489	2,012,000	106,837	2,118,837	1,610,000	142,485	1,752,485
2027				2,012,000	35,612	2,047,612	1,610,000	85,491	1,695,491
2028							1,610,000	28,497	1,638,497
	8,050,000	549,323	8,599,323	8,050,000	691,773	8,741,773	8,050,000	834,329	8,884,329



Installment Financing Contract Estimated Debt Service Comparison October 12, 2022

	Truist 5-Year 0	ption (3.54%) Le	vel Prinicpal	Truist 5-Year Opt	ion (3.54%) Leve	l Debt Service
FY	Principal	Interest	Total	Principal	Interest	Total
2023	-	121,904	121,904	-	121,904	121,904
2024	1,610,000	256,473	1,866,473	1,498,000	258,455	1,756,455
2025	1,610,000	199,479	1,809,479	1,552,000	204,470	1,756,470
2026	1,610,000	142,485	1,752,485	1,608,000	148,538	1,756,538
2027	1,610,000	85,491	1,695,491	1,666,000	90,589	1,756,589
2028	1,610,000	28,497	1,638,497	1,726,000	30,550	1,756,550
	8,050,000	834,329	8,884,329	8,050,000	854,507	8,904,507

Average Life: 2.928 Average Life: 2.999





# **Truist Financial Corporation**

Governmental Finance 5130 Parkway Plaza Blvd. Charlotte, North Carolina 28217 Phone (704) 954-1700

October 12, 2022

Ms. Anna Bumgarner Rowan County 130 W Innes Street, Ste. 140 Salisbury, NC 28144

Dear Ms. Bumgarner:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by Rowan County ("Borrower").

**PROJECT:** Installment Financing Contract, Series 2022

**AMOUNT:** \$8,650,000.00

FINAL MATURITY & INTEREST RATE:

Final Maturity Date:	<b>Bank Qualified Rate:</b>	Non-Bank Qualified Rate:
October 1, 2025	3.54%	3.59%
October 1, 2026	3.54%	3.59%
October 1, 2027	3.54%	3.59%

**TAX STATUS:** Tax Exempt

PAYMENTS: <u>Interest:</u> Semi-Annual

Principal: Annual

INTEREST RATE

CALCULATION: 30/360

**SECURITY:** Security interest in the equipment being financed

**PREPAYMENT** 

**TERMS:** Prepayable in whole at any time without penalty

RATE

**EXPIRATION:** November 2, 2022

DOCUMENTATION/ LEGAL REVIEW

FEE: N/A

FUNDING: Proceeds will be deposited into an account held at Lender pending disbursement

unless equipment is delivered prior to closing.

#### **DOCUMENTATION:**

It will be the responsibility of the Borrower to retain and compensate bond counsel to appropriately structure and document the transaction in accordance with state and federal statutes. We shall provide a sample of those documents to you should Lender be the successful proposer. The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

REPORTING REQUIREMENTS:

Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated bank qualified interest rates assume that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 251-1328 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank

Andrew G. Smith Senior Vice President 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

> Excerpt of Minutes of Meeting of October 17, 2022

Present	Chairman Edds presiding, and Commissioners	
Absent		
	* * * * * * *	
	Commissioner introduced the following resolution, the title of which was rea	d:
	RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMEN	
	FINANCING CONTRACT TO FINANCE THE ACQUISITION OF CERTAIN RADI	O

WHEREAS, the Board of Commissioners (the "Board") of the County of Rowan, North Carolina (the "County") desires to finance the acquisition of certain radio equipment (the "Equipment"), for use by the County's public safety departments and services; and

WHEREAS, the County desires to finance the Equipment by executing and delivering an installment financing contract, as authorized under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, the County sent out a request for proposals to a number of banks relating to the financing on September 27, 2022; and

WHEREAS, Truist Financial Corporation (the "Bank") submitted a proposal to the County dated October 12, 2022 (the "Proposal"), pursuant to which the Bank shall enter into an installment financing contract with the County in the amount of up to \$8,650,000 (the "Contract") to finance the Equipment, and to pay certain costs associated with the financing, to be secured by a lien on the Equipment;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County (the "Board of Commissioners"), as follows:

- 1. The Board of Commissioners hereby accepts the Proposal, and authorizes and directs the Chairman, the County Manager, the Finance Director, and the Clerk, or any of them, to execute, acknowledge and deliver the Contract on behalf of the County, with such changes and modifications as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to attest the same.
- 2. Each of the County Manager and other appropriate officers of the County is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions,

certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Contract and the acquisition and financing of the Equipment.

3. All other acts of the Board of Commissioners and the officers of the County, which are ir conformity with the purposes and intent of this resolution and in furtherance of the financing of the Equipment are hereby ratified, approved and confirmed.
4. This resolution shall take effect immediately.
Commissioner moved the passage of the foregoing resolution and Commissioner seconded the motion, and the resolution was passed by the following vote:
Ayes: Commissioners
Nays: Commissioners
Not voting: Commissioners
****
I, Carolyn Barger, Clerk for the Board of Commissioners of County of Rowan, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the County at a regular meeting duly called and held on October 17, 2022, as it relates in any way to the resolutions hereinabove referenced and that such proceedings are recorded in the minutes of the Board. Pursuant to G.S. § 143 318.12, a current copy of a schedule of regular meetings of the Board of Commissioners for the County is on file in my office.
WITNESS my hand and the official seal of the County this day of October, 2022.

[SEAL]

Carolyn Barger, Clerk

**Board of Commissioners** 

County of Rowan, North Carolina

# INSTALLMENT FINANCING CONTRACT

between			
	as the Bank		

and

# COUNTY OF ROWAN, NORTH CAROLINA as the County

Dated: October \_\_\_, 2022

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#### INSTALLMENT FINANCING CONTRACT

THIS INSTALLMENT FINANCING	CONTRACT, dated as of	October, 2022 (the
"Contract"), by and between	, a	(the "Bank");
and the COUNTY OF ROWAN, NORTH CAR	ROLINA, a political subdivis	sion duly organized and
validly existing under the State of North Carolin	na (the "County");	

### WITNESSETH:

WHEREAS, the County is a duly and validly created, organized and existing political subdivision, duly created and existing under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina ("NCGS 160A-20"), to enter into installment contracts to finance the purchase of real or personal property; and

WHEREAS, the Bank desires to advance certain funds to enable the County to certain radio equipment, as further described on <a href="Exhibit C">Exhibit C</a> (the "Equipment"); and

WHEREAS, the County desires to finance the Equipment by executing and delivering a new installment financing contract, as authorized under NCGS 160A-20, and the Bank has agreed to advance funds to the County for such purpose;

WHEREAS, the County desires to obtain such advance from the Bank pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the obligation of the County to make Installment Payments, as hereinafter defined, and other payments required under Section 3 hereof shall constitute a limited obligation payable solely from currently budgeted appropriations of the County and shall not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, in order to further secure the obligations of the County hereunder, the County has granted a security interest to the Bank in the Equipment; and

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Contract, and the taxing power of the County is not and may not be pledged in any way, directly or indirectly or contingently, to secure any moneys due under this Contract; and

WHEREAS, the Bank and the County each have duly authorized the execution and delivery of this Contract;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

#### SECTION 1. DEFINITIONS

For purposes of this Contract, the following definitions will apply:

- 1.1. "Business Day" means any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which banks are authorized or required to be closed in the County.
  - 1.2. "Closing Date" means October , 2022.
- 1.3. "County" means the County of Rowan, North Carolina, a political subdivision of the State of North Carolina, acting through its Governing Body.
  - 1.4. "Default Rate" means .
  - 1.5. "Governing Body" means the Board of County Commissioners of the County.
- 1.6. "Installment Payment Date" means the 1<sup>st</sup> day of each April and October, beginning April 1, 2023.
- 1.7. "Installment Payments" means those payments made by the County to the Bank as described in Section 3 of this Contract.
- 1.8. "Loan Amount" means \$[8,650,000] as described in <u>Exhibit A</u> hereto, which will be advanced by the Bank to enable the County to finance the Equipment and to pay certain costs of issuance in connection therewith.
- 1.9. "Net Proceeds," when used with respect to any proceeds from policies of insurance required hereunder means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds.
- 1.10. Payment Schedule" means the document labeled "Payment Schedule" attached hereto as Exhibit A-1 and incorporated herein by reference, which describes the County's Installment Payments.

# SECTION 2. ADVANCE OF LOAN AMOUNT

2.1. <u>Advance of Loan Amount.</u> The Bank agrees to advance the Loan Amount to the County to be used to pay the costs of the Equipment. The County agrees to borrow the Loan Amount from the Bank to be applied in accordance with the terms and conditions of this Contract.

The Loan Amount will be advanced by the Bank to the County on the Closing Date the Bank shall deliver a portion of the Loan Amount in the amount of \$530,000.00 to the County to be used to pay, or reimburse the County for payment of, the costs of issuance of the Contract and certain costs of the Equipment. The County shall pay any additional sums necessary to acquire the Equipment and to pay costs of issuance of the Contract.

#### SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS

- 3.1. Amounts and Times of Installment Payments and Other Payments. Subject to the provisions of Section 13 hereof entitled "Limited Obligation of the County," the County shall pay the Loan Amount in installments as provided in Exhibit A to this Contract. Each installment shall be deemed to be an Installment Payment and shall be paid in the amount and at the time set forth in the Payment Schedule (each, an "Installment Payment Date") except as provided herein. Each installment shall be deemed to be an Installment Payment and shall be paid in the amount and at the time set forth in the Payment Schedule (each, an "Installment Payment Date") except as provided herein. Installment Payments shall be sufficient in the aggregate to repay the Loan Amount together with interest thereon at a per annum rate equal to the rate per annum described in Exhibit A hereto. A portion of each Installment Payment is interest.
- 3.2. Interest on the Loan Amount as set forth on Exhibit A is based upon a 360-day year, with twelve (12) thirty (30) day months. The amortization schedule is based on all payments being received by the Bank on the scheduled due date. Interest shall continue to accrue on any payment that is not paid when due until such payment is made.
- 3.3. Installment Payments shall be sufficient in the aggregate to pay the Loan Amount together with interest thereon at a per annum rate equal to the interest rate described on Exhibit A, (subject to adjustment as provided herein). From and after the occurrence, and during the continuance, of an Event of Default, the interest rate used to calculate Installment Payments hereunder shall be the Default Rate. From and after a Determination of Taxability, the interest rate used to calculate Installment Payments hereunder shall be calculated at the Alternative Rate of Interest as set forth in Section 14.2.
- 3.4. <u>Place of Payments</u>. All payments required to be made to the Bank hereunder shall be made at the Bank's principal office or as may be otherwise directed by the Bank or its assignee.
- 3.5. <u>Late Charges</u>. Should the County fail to pay any Installment Payment or any other sum required to be paid to the Bank within fifteen (15) days after the due date thereof, the County shall pay a late payment charge equal to five percent (5%) of the delinquent payment.
- 3.6. <u>Abatement of Installment Payments</u>. Subject to Section 13 hereof entitled "Limited Obligation of the County," there shall be no abatement or reduction of the Installment Payments or other payments by the County for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or contingent) arising out of or related to the Equipment. The County assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, it being the intention of the parties that the Installment Payments and other payments shall be made in all events unless the obligation to make such Installment Payments and other payments is terminated as otherwise provided herein.
- 3.7. <u>Prepayment of Installment Payments</u>. [Upon at least thirty (30) days prior written notice to the Bank, the County has the right to prepay the Loan Amount in whole or in in part on any Installment Payment Date upon payment of the principal of the Loan Amount plus the interest component of the Installment Payments that have accrued but not been paid.]

3.8. <u>Prepayment Notice</u>. At least ten (10) days but not more than sixty (60) days prior to the prepayment date of the Loan Amount, the County shall cause a notice of any such prepayment signed by the County Manager or Finance Director to be mailed, first class, postage prepaid, to the Bank.

Each such notice shall set forth the date fixed for prepayment, the Installment Payments to be prepaid, the prepayment price to be paid, the address and phone number of the County Manager and Finance Director and the date of the prepayment notice.

Any notice of prepayment may state that the prepayment to be effected is conditioned upon the receipt by the County on or prior to the prepayment date of moneys sufficient to pay the Installment Payments, and accrued interest to the prepayment date, and that if such moneys are not so received such notice shall be of no force or effect and such Installment Payments shall not be required to be prepaid. In the event that such notice contains such a condition and moneys sufficient to pay the Installment Payments, and accrued interest to the prepayment date, are not received by the County on or prior to the prepayment date, the prepayment shall not be made, and the County shall within a reasonable time thereafter give notice, in the manner in which the notice of prepayment was given, that such moneys were not so received.

## SECTION 4. NATURE OF CONTRACT

This Contract is an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina and a security agreement pursuant to Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

# SECTION 5. RESPONSIBILITIES AND COVENANTS OF THE COUNTY

- 5.1. <u>Maintenance, Care and Use.</u> The County shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Equipment, and shall take all reasonable action to preserve the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Equipment, and to replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Contract.
- 5.2. <u>Inspection</u>. The Bank shall have the right upon reasonable prior notice to the County to inspect the Equipment or any part thereof during normal business hours.
- 5.3. <u>Encumbrances</u>. The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, or the rights of the County and the Bank therein, except with the prior written consent of the Bank.
- 5.4. <u>Taxes</u>. The County shall pay, when due, any and all taxes levied by any governmental body as a result of the County's ownership, possession, or use of the Equipment or

as a direct or indirect result of the acquisition, ownership and operation of the Equipment by the County.

- 5.5. <u>Risk of Loss</u>. Subject to the provisions of Section 13 hereof entitled "Limited Obligation of the County," the County shall bear all risk of loss to the Equipment. In the event of loss or damage to the Equipment, the County shall either (a) continue to make the Installment Payments due hereunder and repair and/or replace the applicable portion of the Equipment to the satisfaction of the Bank, or (b) prepay in full the principal components of the outstanding Installment Payments in accordance with Section 3.5 hereof.
- 5.6. Performance by the Bank of the County's Responsibilities. Any performance required of the County or any payments required to be made by the County may, if not timely performed or paid, be performed or paid by the Bank, and, in that event, the Bank shall be immediately reimbursed by the County for such payments and for any costs and expenses, legal or otherwise, associated with the payments or other performance by the Bank, with interest thereon at a per annum rate equal to the Prime Rate in effect on the last business day of the calendar month preceding the payment (but not exceeding the maximum rate, if any, permitted by applicable law).
- 5.7. Financial Statements. The County agrees that it will furnish to the Bank current audited financial statements within 210 days of the end of each fiscal year of the County, beginning with the fiscal year ended June 30, 2022, and, at the request of the Bank, the County's annual budget as submitted or approved, and permit the Bank or its agents and representatives to inspect the County's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the County. The County shall furnish to the Bank current financial statements at such reasonable times as the Bank may request. The County represents and warrants to the Bank that all financial statements which have been delivered to the Bank in connection with this Contract fairly and accurately reflect the County's financial condition and there has been no material adverse change in the County's financial condition as reflected in the financial statements since the date thereof.
- 5.8. Other Responsibilities and Conditions. Simultaneously with the execution of this Contract and prior to the advancement of any funds hereunder by the Bank, the County shall cause to be provided to the Bank the following:
  - (a) A Non-Arbitrage Certificate;
  - (b) Internal Revenue Service Form 8038-G
- (c) An Incumbency and Authorization Certificate in the form of <u>Exhibit B</u> attached hereto;
  - (d) An Opinion Letter of counsel for the County in the form satisfactory to the Bank;
- (e) Certificate of Liability and Property Insurance or other proof of insurance on the Equipment satisfactory to the Bank;
- (f) Certified copies of resolutions of the Governing Body authorizing the County to enter into this Contract and carry out its terms;

- (g) An opinion letter from the County's bond counsel which states that the interest component of Installment Payments paid by the County under the Contract will not be included in the gross income of the Bank for Federal and North Carolina income tax purposes, and will not be an item of tax preference for purposes of the Federal alternative minimum income tax, if applicable; and
- (h) Executed originals of any other documents and instruments required by Bank in connection with this Contract.
- 5.9. Special Tax Covenants. The County covenants that: (a) it will make no use of the monies advanced by the Bank (the "proceeds") which would cause this Contract to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or the Treasury Regulations promulgated thereunder; (b) so long as the Contract remains in effect, the County will comply with the requirements of the Code and the applicable Treasury Regulations promulgated thereunder and will not take or omit to take any action which will cause the interest paid or payable under this Contract to be includible in the gross income of the registered owner hereof; (c) the Equipment shall be used exclusively for essential governmental purposes of the County and no use shall be made of the proceeds or of the Equipment, directly or indirectly, which would cause this Contract to be a "private activity bond" within the meaning of Section 141 of the Code; (d) no part of the payment of principal or interest under this Contract is or shall be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof; (e) no portion of the proceeds shall be used, directly or indirectly, in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or any instrumentality thereof; and (f) the County shall not lease or otherwise make any of the Equipment available to any entity if such lease or other availability would cause the interest portion of the Installment Payments to be included in the gross income of the Bank under the Code for income tax purposes.

The County shall file IRS Form 8038-G on or before its due date. The County shall not take or omit to take any action that may cause a loss of the federal or state tax-exempt status of this Contract or the interest thereon.

- 5.10. Appropriations of Payments. (a) The County reasonably believes that funds sufficient to make all Installment Payments during the term of this Contract can be obtained. While recognizing that it is not empowered to make any binding commitment to make Installment Payments or any other payments beyond its current fiscal year, the Governing Body of the County in authorizing the execution of this Contract has stated its intent to make annual appropriations sufficient to make the Installment Payments and has recommended that future governing bodies continue to do so during the term of this Contract.
- (b) The County Manager or Finance Director shall include in the initial proposal for each of the County's annual budgets the amount of all Installment Payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the County Manager or Finance Director includes an appropriation for Installment Payments in a proposed budget, the County may terminate all its obligations hereunder by not appropriating sufficient funds to make the scheduled Installment Payments. In the event the Governing Body determines not to appropriate in its budget an amount sufficient to pay all Installment Payments coming due in the applicable fiscal year, the

Governing Body shall adopt a resolution specifically deleting such appropriation from the proposed budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the Governing Body. A copy of such resolution shall be promptly sent to the Bank. Such failure to appropriate shall constitute an Event of Default.

(c) If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by the County in its budget, the County Manager or Finance Director shall deliver to the Bank, within ten (10) days after the adoption of the County's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Finance Officer of the County stating that the County did not make such appropriation.

#### SECTION 6. SECURITY INTEREST

- 6.1. <u>Title to the Equipment</u>. During the Term, and so long as the County is not in default under Section 11 hereof, all right, title and interest in and to each item of the Equipment shall be vested in the County immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of this Contract. The County shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes other than the security interest granted under this Contract.
- Security Interest. To secure the payment of all of the County's obligations under this Contract, the County grants to the Bank a security interest constituting a first lien on (a) the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to such Equipment, and (b) any and all proceeds of any of the foregoing, including any insurance proceeds paid because of loss or damage to the Equipment to the extent necessary to secure the County's payment obligations to the Bank under this Contract. The Bank may file, at the County's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code") of the General Statutes of North Carolina to perfect the Bank's first lien security interest by filing and to maintain that first lien security interest in perfected form. The Bank is authorized to (i) file financing statements as specified by the Uniform Commercial Code to perfect or maintain the Bank's security interest granted hereby and (ii) add, modify or delete any items shown on the financing statement to reflect the actual Equipment purchased by the County. The County agrees to execute and authorizes the Bank to file such other notices of assignment, chattel mortgages, financing statements and other documents in form satisfactory to the Bank, which the Bank deems necessary or appropriate to establish and maintain the Bank's security interest in the Equipment and the proceeds thereof. Upon termination of this Contract and payment and performance in full of all of the County's obligations to the Bank thereunder, the Bank's security interest or other interest in the Equipment purchased pursuant to this Contract shall terminate, and the Bank shall execute and deliver to the County such documents as the County may request to evidence the termination of the Bank's security interest in the Equipment.
- 6.3. <u>Personal Property</u>. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner

physically affixed or attached to real estate or any building thereon. Upon the request of the Bank, the County will, at the County's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any real estate or building on or in which the Equipment is or will be located.

6.4. <u>Liens</u>. The County shall not directly or indirectly create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim on or with respect to the Equipment (except the security interest granted to the Bank). The County shall promptly, at its own expense, take such action as may be necessary to duly discharge any such lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The County shall reimburse the Bank for any expense incurred by it in order to discharge or remove any such lien, security interest, encumbrance or claim.

### SECTION 7. INSURANCE AND UNFORESEEN LOSSES

Insurance. The County shall obtain and maintain, at its expense, at all times until 7.1. termination of this Contract a policy of insurance covering the Equipment and providing the insurance protection described in this Section. The County shall maintain at its own expense fire, casualty, public liability, property damage and theft insurance, and such other insurance in such amounts and with such deductibles, if permitted, as required by the Bank from time to time. The Equipment shall be insured in an amount equal to the total replacement value or the Loan Amount, whichever is greater. All such insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina and shall contain a clause designating the Bank as additional insured as its interest may appear. The County shall deliver to the Bank the policies of insurance or duplicates thereof or other evidence satisfactory to the Bank of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Bank of the cancellation or material modification of such policy; and (ii) the coverage of the Bank shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the County of any warranties, declarations and conditions of such insurance. The County agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The County shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy described above. In no event shall the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the Bank.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

7.2. <u>Damage or Destruction</u>. (a) The County shall notify the Bank immediately in the event of any damage to or destruction from fire or other casualty of any portion of the Equipment if the County determines in good faith that such damage, destruction or loss will cost more than \$1,000,000 to repair, replace and restore.

- (b) If any portion of the Equipment is damaged or destroyed as provided herein, to an extent that the County determines in good faith that the cost of repairing, replacing and restoring such damage or destruction will exceed \$1,000,000, then the County shall deposit the Net Proceeds with the Bank and shall, within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the Bank, and the Bank shall disburse such Net Proceeds in accordance with the option so elected:
  - Option A Repair and Restoration. The County may elect to repair and/or (i) replace that portion of the Equipment so lost, damaged or destroyed. If the County elects this Option A, then the County shall proceed forthwith to repair and/or replace the applicable portion of the Equipment to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the County may determine to be necessary or desirable and as will not impair the capacity or character of the applicable portion of the Equipment for the purposes for which it had been used prior to such damage or destruction or is intended to be used. So long as no Event of Default has occurred and is continuing under this Contract, the Bank, upon receipt of a request made by the County, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair and replacement, either on completion thereof or as the work progresses. Any such request may provide for Net Proceeds to be paid directly to third-party vendors or to be paid to the County for reimbursement of costs incurred in such repair, replacement or restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the County shall, subject to Section 5.12, pay so much of the cost thereof as may be in excess of such Net Proceeds. The County shall not by reason of the payment of such excess cost be entitled to any (A) reimbursement from the Bank, or (B) abatement or diminution of the Installment Payments.
  - (ii) Option B Prepayment of Installment Payments. The County may elect to have the Net Proceeds of insurance payable as a result of such loss, damage or destruction, together with other monies provided by the County, applied to the prepayment of Installment Payments in accordance with Section 3.5. Notwithstanding anything to the contrary, in the event that the County elects to make partial prepayment under this Option B, the County shall first provide to the Bank a certificate signed by the Manager to the effect that (i) the Equipment has been restored to its condition prior to the damage, or (ii) such damage will not impair the County's use of the Equipment for its intended purposes.
- (c) If the County determines in good faith that such cost will not exceed \$1,000,000, the County shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair and/or replace the Equipment so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, replacement and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the County shall, subject to Section 5.12, pay so much thereof as is in excess of such Net Proceeds.

#### SECTION 8. WARRANTIES AND REPRESENTATIONS OF THE COUNTY

The County warrants and represents to the Bank (all such representations and warranties being continuing) as follows:

- (a) The County is a political subdivision duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder;
- (b) This Contract has been duly and validly authorized, approved, executed and delivered by the County, and the performance by the County of its obligations under such documents has been approved and authorized under all laws, regulations and procedures applicable to the County, including, but not limited to, compliance with all applicable public meeting and bidding requirements, and the transactions contemplated by this Contract constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina;
- (c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Contract and the transactions contemplated hereby, or, if any such approval is required, it has been duly obtained;
- (d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County challenging the validity or enforceability of this Contract, or the performance of the County's obligations hereunder, and compliance with the provisions hereof, under the circumstances contemplated hereby, does not and will not in any material respect conflict with, constitute on the part of the County a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the County (except as contemplated herein) pursuant to any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject;
- (e) There are no liens or encumbrances on the Equipment other than the security interest granted to the Bank.
- (f) A resolution authorizing the execution, delivery and performance of the Contract has been duly adopted, is in full force and effect, and has not been in any respect amended, modified, revoked or rescinded;
- (g) The Equipment is essential to the proper, efficient and economical operation of the County and the delivery of its service and the Equipment will provide an essential use and permit the County to carry out public functions that it is authorized by law to perform; and
- (h) The security interest granted by the County to the Bank in the Equipment shall have been duly perfected and shall constitute a first lien security interest in the Equipment.

#### **SECTION 9. INDEMNIFICATION**

To the extent permitted by applicable law, the County hereby agrees to indemnify protect and save the Bank and the LGC and the members and employees of each of the foregoing harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment, including without limitation, the possession, condition or use thereof. The indemnification arising under this section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

#### SECTION 10. DISCLAIMER OF WARRANTIES

- 10.1. <u>No Representations by the Bank</u>. The County acknowledges that it has inspected the Equipment and found the Equipment to be satisfactory and acknowledges and agrees that it has acquired the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by the Bank with respect thereto.
- 10.2. <u>Disclaimer By the Bank.</u> THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

### SECTION 11. DEFAULT AND REMEDIES

- 11.1. <u>Definition of Event of Default</u>. The County shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "Event of Default"):
- (a) The County (i) shall fail to make any Installment Payment when due or (ii) shall fail to pay any other sum hereunder within ten (10) days after receipt of written notice of such failure; or
- (b) The County fails to budget and appropriate money sufficient to pay all Installment Payments coming due in any fiscal year; or
- (c) The County shall fail to perform or observe any term, condition or covenant of this Contract or shall breach any warranty by the County herein or therein contained; or
- (d) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the County, or a receiver, custodian or similar officer shall be appointed for the County or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or
- (e) Any warranty, representation or statement made by the County herein or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made;

- 11.2. <u>Remedies on Default</u>. Subject to Section 13 hereof entitled "Limited Obligation of the County," upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following remedies as the Bank in its sole discretion shall elect:
- (a) Declare the entire principal amount of the Installment Payments and all accrued interest and other charges immediately due and payable without notice or demand to the County;
- (b) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or to recover for the breach thereof;
- (c) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the Equipment and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the County, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the County;
  - (d) Take possession of any proceeds of the Equipment, including Net Proceeds; or
  - (e) Pursue any other remedy available at law or equity to the Bank.

In addition to the foregoing, from and after the occurrence and during the continuance of an Event of Default, the Interest Rate used to calculate Installment Payments hereunder shall be the Default Rate.

11.3. <u>Further Remedies</u>. All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. The County agrees to pay to the Bank all court costs and reasonable attorney fees incurred by Bank in enforcing the Bank's rights and remedies under this Contract.

Upon the occurrence, and during the continuance, of an Event of Default, the interest component of the Installment Payments will be calculated at the Default Rate.

## SECTION 12. ASSIGNMENT

- 12.1. <u>Assignment by the County</u>. The County agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Contract or the Equipment (except for the lien and security interest of the Bank or as permitted by Section 5.3) without the Bank's prior written consent.
- 12.2. <u>Assignment by the Bank</u>. (a) The Bank may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Contract, including, without limitation, Bank's rights to receive Installment Payments payable to Bank hereunder or thereunder, in

accordance with this Section 12.2. Any assignment made by the Bank or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Contract. The Bank or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract, or making this Contract part of a pool of obligations without the consent of the LGC, so long as such assignment or reassignment is to (i) a bank, insurance company or similar institution or any other entity approved by the LGC; or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Contract, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the LGC. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Bank, no assignment or reassignment of the Bank's interest in the Contract shall be effective unless and until the County shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

- (b) The County further agrees that the Bank's interest in this Contract may be assigned in whole or in part (subject to the limitations on assignment contained in Section 12.2(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the County receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.
- (c) The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County and the County shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.
- (d) The Bank represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is entering into this Contract for its own account and has no present intention of making any sale or other distribution of this Contract in violation of such legislation, rules or regulations. The Bank represents that it is familiar with the operations and financial condition of the County, based upon information furnished to the Bank by the County, and has made such inquiries as it deems appropriate in connection with the Loan Amount.

## SECTION 13. LIMITED OBLIGATION OF THE COUNTY

NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A

LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS CONTRACT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE COUNTY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE THE EVENT OF DEFAULT RESULTING FROM SUCH OCCURRENCE OF NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS CONTRACT, AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS CONTRACT.

To the extent of any conflict between this Section and any other provision of this Contract, this Section shall take priority.

### SECTION 14. TAX-EXEMPT INTEREST

- 14.1. <u>Intent of Parties</u>. It is the intention of the parties hereto that the interest portion of the Installment Payments paid by the County to the Bank under this Contract shall be tax-exempt under Section 103 of the United States Internal Revenue Code.
- 14.2. <u>Determination or Event of Taxability</u>. If at any time there is a Determination of Taxability or Event of Taxability, as such terms are hereinafter defined, the principal portion of the indebtedness of the County to the Bank which is represented by the Installment Payments shall, from and after the Date of Taxability, as hereinafter defined, bear interest at the rate which will provide to the Bank the effective yield which it would have received if there had not been a Determination of Taxability or an Event of Taxability, such rate to be determined by the Bank (the "Alternative Rate of Interest"), payable from the Date of Taxability to such time. In such event, the County also shall be required to pay to the Bank all amounts, if any, which may be necessary to reimburse the Bank for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Bank by reason of the Bank's failure to include the interest portion of the Installment Payments (hereinafter called "Interest") in its gross income for income tax purposes. Installment Payment amounts under this Contract shall be increased as a result of the increased interest rate and additional interest as a result of said rate increase on all previous payments shall be paid to the Bank upon demand therefor. The County shall pay to the Bank the Interest calculated at the above-mentioned Alternative Rate of Interest notwithstanding any transfer by the Bank or payment or prepayment by the County prior to the date such Determination of Taxability was made.

An Event of Taxability shall mean any event, occurrence or situation, resulting from an action, or failure to act, by the County, the effect of which is to cause the interest portion of the Installment Payments to be includible in the gross income of the Bank for federal income tax purposes. A Determination of Taxability shall mean a determination that the Interest is included in gross income of the Bank for federal income tax purposes, which determination shall be deemed to have been made

upon the occurrence of the first to occur of the following: (a) the date on which the Bank is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an action, or failure to act, by the County, the Interest is included in the gross income of the Bank for federal income tax purposes; (b) the date on which the County receives notice from the Bank that the Bank has been advised (i) in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Bank which asserts, in effect, that Interest received by the Bank is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the County, or (ii) by an opinion of counsel received by the Bank which concludes, in effect, that Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the County; (c) the day on which the County is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the County; or (d) the day on which the County is advised in writing by counsel to the Bank that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the County has been given written notice and an opportunity to participate and defend that the Interest is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the County.

The Date of Taxability shall mean the first date upon which Interest is included in the gross income of the Bank for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

14.3. <u>Duty to Notify the Bank</u>. The County agrees to give prompt written notice to the Bank upon the County's receipt of any oral or written notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability or Change in Deductibility has occurred.

### SECTION 15. MISCELLANEOUS

- 15.1. <u>Waiver</u>. No covenant or condition of this Contract can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the County or any waiver by the Bank of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.
- 15.2. <u>Severability</u>. In the event any portion of this Contract shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.
- 15.3. <u>Governing Law</u>. This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.
- 15.4. <u>Notices</u>. Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as described below, and shall be deemed to be

received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

County:	County of Rowan		
	130 W. Innes Street		
	Salisbury, North Carolina 28144		
	Attn: Finance Director		
Bank's Address:			

- 15.5. <u>Section Headings</u>. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.
- 15.6. <u>Entire Contract</u>. This Contract, together with the Exhibits and attachments hereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.
- 15.7. <u>Binding Effect</u>. Subject to the specific provisions of this Contract, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
  - 15.8. <u>Time</u>. Time is of the essence of this Contract and each and all of its provisions.
- 15.9. <u>Execution in Counterparts</u>. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 15.10. No Advisory Services. The County acknowledges and agrees that: (i) the transaction contemplated by this Contract is an arm's length, commercial transaction between the County and the Bank in which the Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the County; (ii) Bank has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to the County on other matters); (iii) the only obligations Bank has to the County with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (iv) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.
- 15.11. <u>E-Verify</u>. The Bank understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Bank uses E-Verify to verify the work authorization of its employees in accordance

with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Bank will not use any subcontractor in connection with the transactions contemplated by this Contract.

- 15.12. <u>Iran Divestment List</u>. As of the date of this Contract, the Bank is not included on a list of persons engaged in investment activities in Iran created and maintained by the North Carolina Department of State Treasurer pursuant to Section 147-86.58 of the Iran Divestment Act of 2015, Article 6E, as amended, of Chapter 147 of the General Statutes of North Carolina. The Bank will not utilize any subcontractor in connection with the transactions contemplated by this Contract.
- 15.13. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

# COUNTY OF ROWAN, NORTH CAROLINA

(SEAL) Attest: Carolyn Barger, Clerk	By:Aaron Church, County Manager
	By:

# EXHIBIT A

# PAYMENT SCHEDULE

Installment Financing Contract Date: October, 2022
County: County of Rowan, North Carolina
Loan Amount: \$[8,650,000]
Interest Rate/Payment Terms
Fixed Rate is%
The interest rate is% per annum fixed. Interest is calculated and imposed on the unpaid balance of the Loan Amount based on the payment schedule described herein. The Loan Amount plus interest shall be repaid by County to the Bank as shown on Exhibit A-1. All remaining principal and accrued but unpaid interest shall be due and payable on October 1, [2027].  An amortization schedule is attached hereto as Exhibit A-1.
COUNTY OF ROWAN, NORTH CAROLINA
By: Name: Title:
Date: October , 2022

# EXHIBIT A-1 AMORTIZATION SCHEDULE

#### **EXHIBIT B**

## INCUMBENCY AND AUTHORIZATION CERTIFICATE

"County") of an Installment Fina	ncing Contract dated Oct	County of Rowan, North Carolina (the ober, 2022 (the "Contract") with County hereby certify as follows:
of the County and as such are fam	iliar with its books and con low are duly elected, qual	incumbents of their respective offices porate records. As of the date of this lifted and acting incumbents of their its books and corporate records.
presently the duly appointed Cou	inty Finance Director. C	County Manager. Anna Bumgarner is arolina Barger is presently the duly ch appointments are in full force and
and are on the date hereof the duly	appointed and qualified in ective names and the sign	dates of the execution of the Contract cumbents of the offices of the County atures appearing at the right of their
<u>Title</u>	Name	Signature
Aaron Church	County Manager	
Anna Bumgarner	Finance Director	
Carolyn Barger	Clerk to the Board of Commissioners	
(4) The persons named	below were authorized, tog	rether and individually, by a resolution

- of the governing body of County passed in a regular meeting held on October 17, 2022 to execute and deliver on behalf of the County the Contract to evidence the obligation of the County in connection with the financing of the Equipment (all as defined in the Contract), and all other documents and instruments required and contemplated by the Contract, and to carry out the terms of all of the foregoing, all under and pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended. Such resolution was adopted at a meeting duly called and held on such date, at which meeting a quorum was present and acting throughout. Such resolution has not been amended, rescinded, terminated or otherwise revoked and is in full force and effect.
- (5) No litigation of any kind is now pending or, to the best of my information, knowledge and belief, threatened to restrain or enjoin the execution or delivery of the Contract, or in any manner

questioning the proceedings and authority under which the Contract have been executed and delivered, or affecting the validity of such documents.

- (6) The County has obtained the proper authorization to execute and deliver the Contract and all related documents necessary to complete the transaction contemplated thereby.
- Assuming the due authorization, execution and delivery thereof by the Bank, such agreement constitutes a legal, valid and binding agreement of the County enforceable against the County in accordance with its terms. Such obligation does not constitute a pledge of the faith and credit of the State of North Carolina or of any county, city or other political subdivision of the State, including the County. The rights and enforceability of the obligations of the County under such agreement may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity.
- (8) There has been no material adverse change in the financial condition of the County since the date of the last annual financial statement of the County provided to the Bank.

IN WITNESS WHEREOF, we have duly executed this certificate and have affixed to it the official seal of the County of Rowan, North Carolina on this 20th day of September, 2017.

County Manager
, .
Finance Director
 Clerk to the Board of Commissioners
Clerk to the Board of Commissioners

(SEAL)

# EXHIBIT C

# DESCRIPTION OF THE EQUIPMENT

The Equipment consists of [description of radios] used by the County's public safety departments and services.

## **FINANCING AGREEMENT**

THIS FINANCING AGREEMENT (this "Contract") is dated as of ,20, and is between [Borrower], NORTH CAROLINA, a [public body] [political subdivision] [body corporate and politic] of the State of North Carolina (the "Borrower"), and TRUIST BANK ("Lender").

#### RECITALS:

The Borrower has the power, pursuant to Section 160A-20 of the North Carolina General Statutes, to enter into installment contracts to finance or refinance the purchase of personal property, or the repair of fixtures or improvements on real property, and to secure its obligations under such contracts by security interests in all or a portion of the property purchased or improved. This Contract provides for Lender to advance \$\frac{1}{2}\$ to the Borrower to enable the Borrower to acquire [and install] the Equipment (as defined below), and provides for securing the Borrower's obligations under this Contract by creating certain security interests in favor of Lender.

This Contract secures current advances of \$\_\_\_\_\_. The current scheduled date for final repayment is on \_\_\_\_\_\_, 20\_\_\_.

**NOW THEREFORE**, for and in consideration of the mutual promises in this Contract, and other good and valuable consideration, the parties hereby agree as follows:

#### **ARTICLE I**

#### **DEFINITIONS; INTERPRETATION**

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined shall have the following meanings:

"Additional Payments" means any of Lender's reasonable and customary fees and expenses related to the transactions contemplated by this Contract, any of Lender's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Contract, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which Lender is required to pay as a result of this Contract, inspection and re-inspection fees, and any other amounts payable by the Borrower (or paid by Lender on the Borrower's behalf) as a result of its covenants under this Contract (together with interest that may accrue on any of the above if the Borrower shall fail to pay the same, as set forth in this Contract).

"Amount Advanced" has the meaning assigned in Section 2.02.

"Bond Counsel Opinion" means a written opinion (in form and substance acceptable to Lender) of an attorney or firm of attorneys acceptable to Lender.

"Borrower" means the Borrower, North Carolina.

"Borrower Representative" means the Borrower's finance officer, investment officer or such other person or persons at the time designated, by a written certificate in the form of Exhibit D attached hereto furnished to Lender and signed on the Borrower's behalf by an authorized representative of the Borrower, to act on the Borrower's behalf for any purpose (or any specified purpose) under this Contract.

"Budget Officer" means the Borrower officer from time to time charged with preparing the Borrower's draft budget as initially submitted to the Governing Board for its consideration.

"Business Day" means any day on which banks in the State are not by law authorized or required to remain closed.

"Closing Date" means the date on which this Contract is first executed and delivered by the parties.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Borrower's obligations under this Contract and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

"Equipment" has the meaning assigned in Section 2.03, and is generally expected to include the personal property described in Exhibit A.

"Event of Default" means one or more events of default as defined in Section 7.01.

"Event of Nonappropriation" means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Borrower that includes an appropriation for Required Payments, or the Governing Board's amendment of the annual budget to remove an appropriation for Required Payments, in each case as contemplated by Section 3.05.

"Fiscal Year" means the Borrower's fiscal year beginning July 1, or such other fiscal year as the Borrower may later lawfully establish.

"Governing Board" means the Borrower's governing board as from time to time constituted.

"Installment Payments" means the payments payable by the Borrower pursuant to Section 3.01.

"LGC" means the North Carolina Local Government Commission.

"Net Proceeds," when used with respect to any amounts derived from claims made on account of insurance coverages required under this Contract, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross

proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Borrower or Lender for amounts previously expended to remedy the event giving rise to such payment or proceeds.

"Payment Dates" means the dates indicated in Exhibit B.

"Prime Rate" means the interest rate so denominated and set by Lender (whether or not such bank, or any affiliate thereof, is at any time the counterparty to this Contract) as its "Prime Rate," as in effect from time to time.

"Project Costs" means all costs of the design, planning, acquiring and installing the Equipment as determined in accordance with generally accepted accounting principles [and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the Borrower under this Contract][NOTE: delete if transaction is taxable], including (a) sums required to reimburse the Borrower or its agents for advances for any such costs, (b) interest during the period of the acquisition and installation of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Contract and all related transactions.

"Project Fund" has the meaning assigned in Section 2.02.

"Required Payments" means Installment Payments and Additional Payments.

"Section 160A-20" means Section 160A-20 of the North Carolina General Statutes, as amended, or any successor provision of law.

"Security Property" means the Equipment and all amounts on deposit from time to time in the Project Fund.

"State" means the State of North Carolina.

"UCC" means the Uniform Commercial Code or any successor law as in effect from time to time in the State, currently Chapter 25 of the North Carolina General Statutes.

All references in this Contract to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Contract. The words "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

#### **ARTICLE II**

## SECURITY PROVIDED BY THIS CONTRACT; ADVANCE

- **2.01.** Security for Payment and Performance. This Contract secures the Borrower's payment, as and when the same shall become due and payable, of all Required Payments and the Borrower's timely compliance with all terms, covenants and conditions of this Contract.
- 2.02. Advance. Lender shall advance \$\textstyle (\text{the "Amount Advanced"}) to the Borrower by making a deposit of \$\textstyle (\text{the Amount Advanced less a fee of \$\text{to be paid directly} by Lender to its legal counsel)} on the Closing Date to a Project Fund (the "Project Fund") as provided in Article IV herein, and the Borrower hereby accepts the Amount Advanced from Lender.

## 2.03. UCC Security Agreement.

- (a) This Contract is intended as and constitutes a security agreement pursuant to the UCC with respect to the following:
  - (i) all moneys on deposit from time to time in the Project Fund; and
  - (ii) all property acquired by the Borrower with funds advanced by Lender pursuant to this Contract, all personal property obtained in substitution or replacement therefor, and all personal property obtained in substitution or replacement for any portion of the Security Property, and all proceeds of the foregoing (collectively, the "Equipment").

To secure the Required Payments, the Borrower hereby grants to Lender a security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

- (b) The Borrower shall allow Lenderto deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined by Lender) in such form as Lender may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.
- 2.04. Borrower's Limited Obligation. (a) THE PARTIES INTEND THAT THIS TRANSACTION COMPLY WITH SECTION 160A-20. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE BORROWER'S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS A DELEGATION OF GOVERNMENTAL POWERS OR AS AN IMPROPER DONATION OR A LENDING OF THE BORROWER'S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE BORROWER IN VIOLATION OF SECTION 160A-20. No provision of this Contract shall be construed to pledge or to create a lien on any class or source of the Borrower's

moneys (other than the funds held under this Contract), nor shall any provision of this Contract restrict the future issuance of any of the Borrower's bonds or obligations payable from any class or source of the Borrower's moneys (except to the extent this Contract restricts the incurrence of additional obligations secured by the Security Property). In the event of any conflict between this Section or Section 160A-20 and any other provision of this Contract, this Section and Section 160A-20 take precedence over any other provisions of this Contract.

- (b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Contract.
- **2.05.** Borrower's Continuing Obligations. The Borrower shall remain liable for full performance of all its covenants under this Contract (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:
  - (a) Lender's waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Contract, whether granted to the Borrower, a subsequent owner of the Equipment or any other person;
- (c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;
- (d) Any act or omission by Lender (but this provision does not relieve Lender of any of its obligations under this Contract);
  - (e) The sale of all or any part of the Equipment; or
  - (f) Another party's assumption of the Borrower's obligations under this Contract.

## **ARTICLE III**

## BORROWER'S PAYMENT OBLIGATION AND RELATED MATTERS

- **3.01.** <u>Installment Payments</u>. The Borrower shall repay the Amount Advanced by making Installment Payments to Lender in lawful money of the United States at the times and in the amounts set forth in Exhibit B, except as otherwise provided in this Contract. As indicated in Exhibit B, the Installment Payments reflect the repayment of the Amount Advanced and include designated interest components.
- **3.02.** Additional Payments. The Borrower shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

- **3.03.** Prepayment. The Borrower may prepay the outstanding principal component of the Amount Advanced, at its option on [any regularly scheduled Payment Date] [any date], in whole but not in part, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 101% of the outstanding principal amount. [Note: to be adjusted depending on prepayment provisions of proposal]
- **3.04.** Late Payments. If the Borrower fails to pay any Installment Payment when due, the Borrower shall pay additional interest on the principal component of the late Installment Payment (as permitted by law) at an annual rate equal to the Prime Rate from the original due date.
- **3.05.** Appropriations. (a) The Budget Officer shall include in the initial proposal for each of the Borrower's annual budgets the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the Borrower's final budget for such Fiscal Year.
- (b) The Budget Officer shall deliver notification to Lender within 15 days after the adoption of the annual budget if an amount equal to the Installment Payments and estimated Additional Payments coming due during the next Fiscal Year has not been appropriated by the Borrower in such budget for such purposes. If such amount has not been so appropriated, the Budget Officer shall send a copy of such notification to the LGC, to the attention of its Secretary, at 3200 Atlantic Avenue, Raleigh, NC 27604.
- (c) The actions required of the Borrower and its officers and/or officials pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Borrower official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Borrower to carry out and perform the actions required pursuant to this Section and the remainder of this Contract to be carried out and performed by the Borrower.
- (d) The Borrower reasonably believes that it can obtain funds sufficient to pay all Required Payments when due.
- **3.06.** No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Contract. The Borrower assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Installment Payments shall be made in all events unless the Borrower's obligation to make Installment Payments is terminated as otherwise provided in this Contract.
- **3.07.** Interest Rate and Payment Adjustment. (a) "Rate Adjustment Event" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, or (ii) receipt by Lender of an opinion of nationally recognized bond counsel to the effect, (A) that the interest component of Installment Payments, or any portion thereof, is includable in any beneficiary's gross income for federal income tax purposes

or (B) that the Borrower's obligations under this Contract are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event").

- (b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Installment Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any beneficiary's gross income for federal income tax purposes (or in the case of a 265 Event, retroactively to the Closing Date).
- (c) The Borrower shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected beneficiary, notwithstanding the fact that any particular beneficiary may not necessarily be a beneficiary to this Contract on the date of a Rate Adjustment Event. The Borrower shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such beneficiary and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary. [Note: delete this Section 3.07 for taxable transactions][Note: delete the highlighted sections for NBQ transactions]

#### **ARTICLE IV**

#### PROJECT FUND

- **4.01.** Project Fund. Pursuant to Section 2.02, on the Closing Date, Lender shall deposit sinto the Project Fund, which shall be a special account of the Borrower at Truist Bank to be designated "20\_-000\_ [Account Name] Project Fund". The Project Fund shall be held separate and apart from all other funds or accounts of the Borrower. The Project Fund is the Borrower's property, but the Borrower may withdraw amounts on deposit in the Project Fund only as provided herein and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 4.03 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of Lender to secure the Borrower's obligations hereunder.
- **4.02.** Requisitions from Project Fund. The Borrower may withdraw funds from the Project Fund only after authorization from Lender. Lender shall authorize the disbursement of funds from the Project Fund only to the Borrower and only upon its receipt of one or more written requisitions in the form set forth in Exhibit C attached hereto signed by one of the designated Borrower Representatives. The Borrower shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Borrower, Lender shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) Business Days after such receipt shall notify the Borrower if it does not approve the requisition with the reasons for its disapproval. Lender has no obligation to make a review and any review by Lender is only for Lender's benefit. Lender shall not unreasonably withhold payment of any requisition.

4.03. Disposition of Project Fund Balance. (a) Promptly after the acquisition of the

Equipment, and when the Borrower has withdrawn from the Project Fund all of the funds needed to acquire the Equipment, the Borrower shall deliver to Lender a written certificate of completion executed by a Borrower Representative stating that (i) the Equipment has been acquired, (ii) there are no mechanic's or other liens against the Equipment for labor or materials furnished in connection with the acquisition of the Equipment, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. Lender may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.

- (b) Upon the occurrence of an Event of Default, Lender may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.
- (c) If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from Lender's most recent receipt of a requisition for Project Costs, then Lender, upon 30 days' notice from Lender to the Borrower, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.
- (d) Lender may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to Lender under this Contract, (ii) to the payment of any interest accrued to the Project Fund disposition date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of this Contract, and (v) to the payment of future Installment Payments in inverse order of maturity; provided, however, that [(1)] at the option of Lender, Lender may deliver funds held in the Project Fund to the Borrower to be applied to additional Project Costs or future debt service payments [, and (2) in no event will Lender apply any funds in the manner set forth herein if it is advised in an opinion of bond counsel provided by the Borrower that such a use of funds could adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Installment Payments [Note: delete in taxable transactions]. Any prepayment pursuant to this Section shall not affect any other Borrower payment obligation hereunder. Lender shall notify the Borrower of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.
- **4.04.** <u>Investment.</u> (a) The Borrower and Lender agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account, as directed by Lender, that meets the requirements of Section 159-30 of the General Statutes of North Carolina, as amended.
- (b) From and after the date that is three years from the Closing Date, the Borrower and Lender agree that money in the Project Fund will not be invested at a "yield," as determined under the Code, in excess of the "yield" on the Borrower's obligations under this Contract, unless the Borrower has supplied Lender with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled. [Note: this provision is not required in taxable transactions]
- (c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized

upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 4.03 hereof.

#### **ARTICLE V**

#### BORROWER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

- **5.01.** <u>Indemnification.</u> To the extent permitted by law, the Borrower shall indemnify, protect and save Lender and its officers and directors, and the LGC's members and employees, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Security Property or the transactions contemplated by this Contract, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive this Contract's termination.
- **5.02.** Covenant as to Tax Exemption. (a) The Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Contract under Section 103 of the Code. In particular, the Borrower covenants that it will not directly or indirectly use or permit the use of any proceeds of any fund created under this Contract, any funds of the Borrower or any property financed or refinanced with funds provided to the Borrower under this Contract, or otherwise take or omit to take any action, that would cause the obligation created by this Contract to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" under Section 141 of the Code. The Borrower will maintain books on which will be recorded (i) Lender or (ii) any assignee of the Installment Payments due under this Contract, as the registered owner of such Installment Payments. To that end, the Borrower has executed the Use of Proceeds Certificate dated the date hereof (the "Use of Proceeds Certificate"), and will comply with all requirements of Section 141 and Section 148 of the Code to the extent applicable.
- (b) The Borrower hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Contract, and its use of any property financed or refinanced with funds provided under this Contract, are true, correct and complete.
- (c) Without limiting the generality of the foregoing, the Borrower agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Contract from time to time. This covenant shall survive the termination of this Contract.
- (d) Notwithstanding any provision of this Section, if the Borrower shall provide to Lender a Bond Counsel Opinion to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is required, to

maintain the exclusion from gross income of the interest on the obligation created by this Contract pursuant to Section 103 of the Code, the Borrower and Lender may rely conclusively on such opinion in complying with the provisions thereof.

- (e) To the extent permitted by law, the Borrower hereby designates and authorizes Lender and its employees as its agents and attorneys-in-fact of the Borrower for the purpose of preparing and filing with the IRS a form 8038-G (or other form required under Section 149(e) of the Code) with respect to this Contract.
- (f) The Borrower acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Installment Payments depends upon continuing compliance with such rules. The Borrower therefore covenants to take all reasonable action to assure that Borrower personnel responsible for the investment of and accounting for financing proceeds comply with such rules.
- (g) The Borrower represents that the aggregate face amount of all tax-exempt obligations issued by the Borrower during the current calendar year does not, and will not, exceed \$10,000,000. The Borrower also represents that it has designated each of the Installment Payments under this Contract as a "qualified tax-exempt obligation" for the purposes of the Code. [Note: remove this paragraph if transaction is not bank qualified] [Note: remove this Section 5.03 in taxable transactions]
- **5.03.** Validity of Organization and Acts. The Borrower is validly organized and existing under State law, has full power to enter into this Contract and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Contract. This Contract is a valid, legal and binding obligation of the Borrower.
- **5.04.** Maintenance of Existence. The Borrower shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Borrower's obligations under this Contract.
- **5.05.** Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Borrower's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Contract, the consummation of the transactions contemplated by this Contract and the acquisition [and installation] of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.
- **5.06.** No Breach of Law or Contract. Neither the execution and delivery of this Contract nor the consummation of the transactions contemplated by this Contract, nor the fulfillment of or compliance with the terms and conditions of this Contract, (a) to the best of the Borrower's knowledge, constitutes a violation of any provision of law governing the Borrower or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Borrower is a party or by which the Borrower is bound.

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- **5.07.** No Litigation. There is no litigation or any governmental administrative proceeding to which the Borrower (or any official thereof in an official capacity) is a party that is pending or, to the best of the Borrower's knowledge after reasonable investigation, threatened with respect to (a) the Borrower's organization or existence, (b) its authority to execute and deliver this Contract or to comply with the terms of this Contract, (c) the validity or enforceability of this Contract or the transactions contemplated by this Contract, (d) the title to office of any Governing Board member or any other Borrower officer, (e) any authority or proceedings relating to the Borrower's execution or delivery of this Contract, or (f) the undertaking of the transactions contemplated by this Contract.
- **5.08.** No Current Default or Violation. (a) The Borrower is not in violation of any existing law, rule or regulation applicable to it, (b) the Borrower is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets are subject, including this Contract, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Contract, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.
- **5.09.** No Misrepresentation. No representation, covenant or warranty by the Borrower in this Contract is false or misleading in any material respect.
- **5.10.** Environmental Warranties and Indemnification. (a) The Borrower warrants and represents to Lender that, to the best of the Borrower's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials (as defined herein).
- (b) The Borrower covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the Borrower shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Borrower or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.
- (c) The Borrower shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Borrower receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Borrower shall immediately notify Lender. The Borrower shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to Lender's satisfaction.
- (d) "Hazardous Materials" means any explosives, radioactive materials, hazardous materials, hazardous or toxic substances, or related materials, asbestos or any

materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

- (e) To the extent permitted by law, the Borrower shall indemnify and hold Lender harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lender as a direct or indirect result of any warranty or representation made by the Borrower in subsections (a) through (c) of this Section being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Lender or the Borrower or any transferee or assignee Lender or the Borrower.
- (f) The Borrower's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Contract.
- **5.11.** Further Instruments. Upon Lender's request, the Borrower shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by Lender to carry out more effectively the purposes of this Contract or any other document related to the transactions contemplated by this Contract, and to subject to the liens and security interests hereof and thereof all or any part of the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Contract.
- **5.12.** Lender's Advances for Performance of Borrower's Obligations. If the Borrower fails to perform any of its obligations under this Contract, Lender is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by Lender (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Security Property, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Contract. The Borrower promises to pay all such amounts to Lender immediately upon demand.
- **5.13.** Equipment Will Be Used and Useful. The acquisition [and installation] of the Equipment is necessary and expedient for the Borrower, and will perform essential functions of the Borrower appropriate for units of local government. The Borrower has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of this Contract. The Equipment will not be used in any private business or put to any private business use.
- **5.14.** <u>Financial Information</u>. (a) The Borrower shall send to Lender a copy of the Borrower's audited financial statements for each Fiscal Year within 30 days of the Borrower's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal

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Year.

- (b) The Borrower shall furnish Lender, at such reasonable times as Lender shall request, all other financial information (including, without limitation, the Borrower's annual budget as submitted or approved) as Lender may reasonably request. The Borrower shall permit Lender or its agents and representatives to inspect the Borrower's books and records and make extracts therefrom.
- **5.15.** Taxes and Other Governmental Charges. The Borrower shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Contract. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Borrower shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the term of this Contract. The Borrower shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including Lender's interest, or the rentals and revenues derived therefrom or hereunder).
- **5.16.** Borrower's Insurance. (a) The Borrower shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value of the Equipment. Such property damage insurance shall include Lender as loss payee. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.15.
- (b) The Borrower shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance (and auto liability insurance, if applicable) in accordance with State statute or as customarily held by similar entities in the State.
- (c) The Borrower shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Borrower against liability for compensation under applicable State law as in effect from time to time.
- (d) All insurance shall be maintained with generally recognized responsible insurers in accordance with State law and may carry reasonable deductible or risk-retention amounts.
- (e) Lender shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by Lender.
- (f) Upon request by Lender, the Borrower shall deliver to Lender a certificate stating that the risk coverages required by this Contract are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

## **ARTICLE VI**

### THE EQUIPMENT

- **6.01.** Acquisition and Installation. The Borrower shall comply with the provisions of Article 8 of Chapter 143 of the North Carolina General Statutes, accept all portions of the Equipment when properly delivered, provide for the proper installation thereof and thereafter promptly place each such portion in service.
- **6.02.** Changes in Location. The Borrower shall promptly inform Lender if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.
- 6.03. Acquisition and Installation within Funds Available. The Borrower represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the Borrower promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Borrower under this Contract.
- **6.04.** Disclaimer of Warranties. The Borrower agrees that Lender has not designed the Equipment, that Lender has not supplied any plans or specifications with respect thereto and that Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Borrower intends therefor, or (iii) is safe in any manner or respect.

Lender MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the Borrower is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Contract, and the Borrower hereby waives the benefits of any and all implied warranties and representations of Lender.

The provisions of this Section shall survive this Contract's termination.

**6.05.** Right of Entry and Inspection. Lender and its representatives and agents shall have the right to enter upon the Borrower's property and inspect the Equipment from time to time during installation and after the completion of installation, and the Borrower shall cause any vendor, contractor or sub-contractor to cooperate with Lender and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon Lender any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by Lender shall be deemed to impose upon Lender any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon Lender, and no warranties (either express or implied) are made by Lender as to the quality or fitness of any improvement, any such inspection and approval being made solely for Lender's benefit.

- **6.06.** Compliance with Requirements. (a) The Borrower shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.
- (b) The Borrower shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.
- (c) The Borrower shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.
- (d) The Borrower shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.
- **6.07.** <u>Use and Operation</u>. The Borrower shall use and operate the Equipment and related property for its reasonably intended use and purpose, and for no other purpose unless required by law. The Borrower shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.
- **6.08.** Maintenance and Repairs; Additions. (a) The Borrower shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

- (b) The Borrower may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The Borrower shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all Lender's rights under this Contract.
- (c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Contract and included in the "Equipment" for the purposes of this Contract.
- (d) Notwithstanding the provisions of subsection (c) of this Section, however, the Borrower may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Borrower's sole property in which Lender shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Contract if Lender shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.
- **6.09.** Security. The Borrower shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Borrower's personal property that is not subject to this Contract.
- **6.10.** <u>Utilities.</u> The Borrower shall pay all charges for utility services furnished to or used on or in connection with the Equipment.
- **6.11.** Risk of Loss. The Borrower shall bear all risk of loss to and condemnation of the Equipment.
- 6.12. Condemnation. The Borrower shall immediately notify Lender if any governmental authority shall institute, or shall notify the Borrower of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The Borrower shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to Lender, and to the extent permitted by law hereby irrevocably authorizes and empowers Lender, in the Borrower's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Borrower receives any Net Proceeds arising from any such action, the Borrower shall apply such Net Proceeds as provided in Section 6.15.
- **6.13.** <u>Title</u>. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Borrower, subject to the lien of this Contract. Upon the Borrower's payment in full of all Required Payments, Lender, at the Borrower's expense and request, shall cancel this Contract.
  - **6.14.** No Encumbrance, Mortgage or Pledge of Equipment. (a) The Borrower shall not

directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The Borrower shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

- (b) The Borrowershall reimburse Lender for any expense incurred by Lenderto discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.
- **6.15.** Damage and Destruction; Use of Net Proceeds. (a) The Borrower shall promptly notify Lender if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.
- (b) The Borrower shall apply Net Proceeds (i) to the prompt completion, repair or restoration of the Equipment (and pay any costs in excess of the Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03. The Borrower shall promptly report to Lenderregarding the use of Net Proceeds.
- (c) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Borrower's property and shall be part of the Equipment.

#### **ARTICLE VII**

## **DEFAULTS AND REMEDIES; EXECUTION**

- **7.01. Events of Default.** An "Event of Default" is any of the following:
- (a) The Borrower's failing to make any Installment Payment when due.
- (b) The occurrence of an Event of Nonappropriation.
- (c) The Borrower's breaching or failing to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as provided in subsections (a) or (b) of this Section, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Borrower by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration.
- (d) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Borrower as a debtor, or the appointment of a receiver, custodian or similar officer for the Borrower or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

- (e) Any warranty, representation or statement made by the Borrower in this Contract is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).
- (f) Any lien, charge or encumbrance prior to the security interest created under Section 2.03, or affecting the validity of this Contract, is found to exist, or proceedings are instituted against the Borrower to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Contract.
- (g) The Borrower's failing to pay when due any principal of or interest on any of its general obligation debt.
- **7.02.** Remedies on Default. Upon the continuation of any Event of Default, Lender may, without any further demand or notice, exercise any one or more of the following remedies:
- (a) Declare the unpaid principal components of the Installment Payments immediately due and payable;
- (b) Proceed by appropriate court action to enforce the Borrower's performance of the applicable covenants of this Contract or to recover for the breach thereof;
- (c) As provided in Article IV hereof, pay over any balance remaining in the Project Fund to be applied against outstanding Required Payments in any manner Lender may reasonably deem appropriate; and
- (d) Avail itself of all available remedies under this Contract, including execution as provided in Section 7.03, and recovery of attorneys' fees and other expenses.

Notwithstanding any other provision of this Contract, the Borrower and Lender intend to comply with Section 160A-20. No deficiency judgment may be entered against the Borrower in violation of Section 160A-20.

- **7.03.** Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Contract, Lender shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.
- **7.04.** Possession of Equipment. After a foreclosure sale, the Borrower shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of Lender), and thereupon the Borrower (a) shall pay monthly in advance to Lender a fair and reasonable rental value for the use and possession of the Equipment (in an amount Lender shall determine in its reasonable judgment), and (b) upon Lender's demand, shall deliver possession of the Equipment to Lender or, at Lender's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default, Lender, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii)

lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Borrower's account and in reduction of the Borrower's

corresponding Required Payments in such fashion as Lender shall reasonably deem appropriate. Lender shall be liable to account only for rents and profits it actually receives.

- **7.05.** No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by Lender, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Contract.
- **7.06.** Payment of Costs and Attorney's Fees. If Lender employs an attorney to assist in the enforcement or collection of Required Payments, or if Lender voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Contract, to enforce collection of the Required Payments or to enforce compliance by the Borrower with any of the provisions of this Contract, the Borrower agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

#### **ARTICLE VIII**

#### WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyberfraud and other means, Lender and the Borrower hereby agree to the provisions of this Article VIII.

- **8.01.** Wire Transfer Requirements. In the event a wire transfer is made by Lender to disburse funds as contemplated by this Contract (a "Disbursement"), said wire transfer shall be delivered as directed in a written "Disbursement Authorization" provided to Lender by a representative of the Borrower, subject to the terms and conditions set forth in this Article VIII. For the purposes of this Article, a representative of the Borrower shall include employees and elected and/or appointed officials of the Borrower, bond counsel, the Borrower's legal counsel, the Borrower's financial advisor and the LGC.
- **8.02.** Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Lender in person by a representative of the Borrower, Lender shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Borrower. The Borrower shall ensure that a representative of the Borrower will provide such verification to Lender. The Borrower shall not disclose, or allow to be disclosed, such Lender verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Borrower accepts the risk of such third party knowledge of the security procedures. If the Borrower has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any

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unauthorized transfer or of any discrepancy in a transfer request, then the Borrower shall notify Lender immediately.

- 8.03 Payee Identification. The Borrower is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Lender by a representative of the Borrower, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by Lender (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Borrower acknowledges that Lender may make payment on the basis of the account number alone, that Lender is not obligated to detect such errors, and that the Borrower assumes the risk of any loss resulting therefrom.
- 8.04 <u>Duty to Reconcile Written Confirmation</u>. Upon request from a representative of the Borrower, Lender shall use its best efforts to send a representative of the Borrower written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Borrower shall promptly review and reconcile the written confirmation of the Disbursement sent by Lender, and shall report to Lender in writing, promptly, but in no event later than ten Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Lender and the Borrower agree that ten Business Days is a reasonable time for the detection and reporting to Lender of such information. After that time, all items on the written confirmation will be considered correct and the Borrower will be precluded from recovering from Lender if such wire transfer identified in the written confirmation was actually made by Lender. For the avoidance of doubt, any such writings can be provided electronically.
- **8.05** <u>Unauthorized Payments</u>. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Borrower pursuant to Section 8.02, it shall be binding on the Borrower if Lender acted in good faith in making such Disbursement.
- **8.06** Recordation. Lender may record any telephone conversation between Lender and a representative of the Borrower in order to reduce the risk of unauthorized or erroneous transfers. Lender may retain such recordings for as long as Lender may deem necessary.
- **8.07** Indemnification and Hold Harmless. If Lender complies with the provisions of this Article VIII, the Borrower agrees that Lender shall not be responsible for any communication or miscommunication by a representative of the Borrower, and the Borrower further agrees to indemnify, to the extent allowed by law, Lender and hold Lender harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to this Contract.
- **8.08** Applicable Law. All wire transfer orders are governed by Article 4A of the UCC, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Lender and the Borrower regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

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#### **ARTICLE IX**

#### MISCELLANEOUS

- **9.01.** Notices. (a) Any communication required or permitted by this Contract must be in writing.
- (b) Any communication under this Contract shall be sufficiently given and deemed given when delivered by hand or on the date shown on a certified mail receipt, or delivery receipt from a national commercial package delivery service, if addressed as follows:
  - (i) If to the Borrower, to \_\_\_\_\_\_, North Carolina \_\_\_\_\_\_, Attention: Finance Officer: or
  - (ii) If to Lender, to Truist Bank, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.
- (c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.
- **9.02.** No Assignments by Borrower. The Borrower shall not sell or assign any interest in this Contract.
- **9.03.** Assignments by Lender. Lender may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Contract, including, without limitation, Lender's rights to receive Required Payments. Any assignment made by Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lender pursuant to this Contract.

The Borrower agrees that this Contract may become part of a pool of obligations at Lender's or its assignee's option. Lender or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by Lender may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of Lender's interest in the Equipment or this Contract shall be effective unless and until the Borrower shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Borrower further agrees that Lender's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the Borrower receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The Borrower agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Borrower, and the Borrower shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Borrower shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

- **9.04.** <u>Amendments</u>. No term or provision of this Contract may be amended, modified or waived without the prior written consent of the Borrower and Lender.
- **9.05.** Governing Law. The Borrower and Lender intend that State law shall govern this Contract.
- **9.06.** Liability of Officers and Agents. No officer, agent or employee of the Borrower shall be subject to any personal liability or accountability by reason of the execution of this Contract or any other documents related to the transactions contemplated by this Contract. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Borrower from the performance of any official duty provided by law.
- **9.07.** Severability. If any provision of this Contract shall be determined to be unenforceable, that shall not affect any other provision of this Contract.
- **9.08.** Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.
- **9.09.** Entire Agreement. This Contract constitutes the Borrower's entire agreement with respect to the general subject matter covered by this Contract.
- **9.10.** Binding Effect. Subject to the specific provisions of this Contract, and in particular Section 9.03, this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- 9.11 <u>E-Verify</u>. Lender understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Lender will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

The remainder of this page left blank intentionally; signature page follows.

**IN WITNESS WHEREOF,** the parties have duly signed, sealed and delivered this Contract by duly authorized officers, all as of the date first above written.

(SEAL)	
ATTEST:	<mark>[BORROWER]</mark> , NORTH CAROLINA
By:	By:
Printed Name:	Printed Name:
Title:	Title:
	TRUIST BANK
	By:
	Printed Name:
	Title:
	This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.
	By: Finance Director

[Signature page to the Financing Agreement between the [Borrower], and Truist Bank]

# [REMOVE LGC CERTIFICATE IF APPROVAL IS NOT REQUIRED]

## CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The foregoing	Installment Financing	Agreement has	been approved	under the provisions
of Article 8 of Chapter	159 of the General Sta	atutes of North (	Carolina, as am	ended.

Secretary, Local Government Commission of North Carolina

# EXHIBIT A – PROJECT AND EQUIPMENT DESCRIPTION

[INSERT DESCRIPTION OF EQUIPMENT HERE.]

# EXHIBIT B – PAYMENT SCHEDULE

[INSERT AMORTIZATION SCHEDULE HERE]

# **EXHIBIT C – FORM OF PROJECT FUND REQUISITION**

[TO BE PREPARED ON BORROWER'S LETTERHEAD FOR SUBMISSION]

# PROJECT FUND REQUISITION

[Date]
Email requisitions to: GFProjectfunds@truist.com
<u>Requisition Team</u> Truist Bank <u>Direct Dial: (252) 296-0452 or (252) 296-0659</u>
RE: Request for disbursement of funds from the Project Fund related to Contract No
To Whom It May Concern,
Pursuant to the terms and conditions of the Financing Agreement dated as of, 20 (the "Contract") between [Borrower] ("Borrower") and Truist Bank ("Lender"), the Borrower requests the disbursement of funds from the Project Fund established under the Contract for the following Project Costs:
This is requisition number from the Project Fund.
<u>Disbursements will be to the [Borrower]</u> .
Amount: \$
Attach copies of Certificates of Origin or Titles and vendor invoices to requisition when submitting.
Project Description: [describe project]
Location of Equipment/Project:
To receive funds via wire transfer please include:
ABA Routing Number:
Account Number:
Physical address of Borrower: [Borrower], [Address], Attention:

The Borrower makes this requisition pursuant to the following representations:

1. The Borrower has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current Fiscal Year.

- 2. The purpose of this disbursement is for partial payment of the cost of the Project provided for under the Contract referenced above.
- 3. The requested disbursement has not been subject to any previous requisition.
- 4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
- 5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
- 6. No Event of Default is continuing under the Contract, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
- 7. The Borrower shall allow Lender to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that Lender may request to evidence its security interest.
- 8. The Borrower has in place insurance on this portion of the Project that complies with the insurance provisions of the Contract.
- 9. Each amount requested for payment in this requisition either (a) represents a reimbursement to the Borrower for a Project Cost expenditure previously made [, and such reimbursement complies with the provisions of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt bond proceeds if (i) the issuer has declared its "official intent" to reimburse the expenditure no later than 60 days after the date the expenditure is paid and (ii) the expenditure is being reimbursed no later than the end of the permitted "reimbursement period" of at least 18 months, and at most 3 years, from the date the expenditure was paid)][Note: remove in taxable transactions], or (b) will be used by the Borrower promptly upon the receipt of funds from Lender to make payments for Project Costs to third parties described in this requisition.

Capitalized terms used in this requisition have the meanings ascribed in the Contract.

### Board of Education - replace 160A-20 with 115C-528

	ounts shown in this requisition are properly payable at this architects' payment certifications or other appropriate
IF REQUEST IS FINAL REQUE	ST, CHECK HERE $\square$ .
	[BORROWER]
	Ву:
	Printed Name:

Title:

# EXHIBIT D – FORM OF CERTIFICATE DESIGNATING BORROWER REPRESENTATIVES

"Contract") between [ designates the following	Borrower] (the "Borrower generated by the Borrower generated by the Bo	Financing Agreement dated wer") and Truist Bank ("Lender Representatives authorized to sign t (as such terms are defined in the	"), the Borrower
Printed Name:		Signature:	
the Federal Deposit In agent of the Borrower Borrower. Control of paccounts in an insured of	surance Corporation. To who has plenary authorublic funds includes podepository institution an	ted below an Official Custodian for the person listed below is an official, including control, over fun ossession of, as well as the author d to make deposits, withdrawals are dered the insured depositor.	cer, employee or ds owned by the ority to establish
Printed Name:	Signature:	Last 4 Numbers of SSN <sup>1</sup> :	Date of Birth:
-	otification to Lender, the requisitions, or (b) the	e Borrower may update (a) Borrow Official Custodian.	wer
		[Borrower]	
		Name: Title:	

<sup>\*</sup>The Official Custodian must provide a copy of his/her driver's license.

<sup>&</sup>lt;sup>1</sup> The last 4 digits of the official custodian's social security number will be used only to differentiate the official custodian from other Lender account holders with the same name.

### **ROWAN COUNTY**

#### DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget for radios and radio equipment for Rowan County

departments, Rowan County municipalities and fire departments.

Prepared by: Lisa Bevis
Date: 10/12/2022
Reviewed:

**BUDGET INFORMATION:** 

ACCOUNT TITLE		ACCOUNT#	INCREASE	DECREASE
OFS - Loan Proceeds	R	1143390-490010	8,050,000	
General Fund C/A Equip	Ε	1154112-575000	8,050,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING	G USE ONLY
Approved:		Approved:	Budget Revision #	
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date:		Date:	Posted by:	
			<b>—</b> ' ———	
Signature:	1	Signature:	Approved by:	

#### **CLOSING CERTIFICATE**

The undersigned officers of the [Borrower's Name] (the "Borrower") hereby certify as follows:

- 1. The Borrower's governing board (the "Board") adopted the attached resolution (the "Resolution"), authorizing and providing for an installment financing with Truist Bank ("Lender"). The Resolution was duly adopted at a meeting duly called and held at which a quorum was present and acting throughout. The Resolution has not been repealed, revoked, rescinded or amended, but remains in full effect as of today. Pursuant to N.C. Gen. Stat. § 143-318.12(a), a current copy of the Board's regular meeting schedule was on file with the Clerk for at least seven days prior to the date of the meeting. [REMOVE FOR ALABAMA TRANSACTIONS]
- 2. The signatures set forth below are the true and genuine signatures of the persons holding the indicated offices. The indicated persons have held such offices at all times since the Resolution was adopted.

<b>Printed Name</b>	<u>Title</u>	<u>Signature</u>
	<b>Manager</b>	
	Finance Director	

- 3. The Borrower has duly authorized, executed and delivered the Financing Agreement (the "Financing Agreement") provided for by the Resolution. We have reviewed the Borrower's representations as set forth in the Financing Agreement, and all of such representations are correct and complete in all material respects as if made today.
- 4. The seal impressed below is the Borrower's official seal, and has been the Borrower's official seal since prior to the adoption of the Resolution.
- 5. Neither (a) the adoption of the Resolution, nor (b) the execution and delivery of the Financing Agreement or the consummation of the transactions contemplated by the Financing Agreement, nor (c) the fulfillment of or compliance with the terms and conditions of the Financing Agreement, constitutes on the Borrower's part a material breach or violation of any provision of any contract, lease, instrument or other agreement or any judgment, order or decree of any court or other governmental authority to which the Borrower is a party or by which the Borrower is bound. No event or condition has happened or existed, or is happening or existing, which, at this time, constitutes a material default or which, with notice or lapse of time or both, would constitute an event of default under any such contract, lease, instrument or other agreement or any such judgment, order or decree, that would in any event be likely to have a material adverse effect (a) on the Borrower's financial condition or (b) otherwise on the Borrower's ability to carry out its obligations under the Financing Agreement.

- 6. There is no litigation or any proceeding before any court or other governmental authority pending or, to the best of our knowledge after reasonable investigation, threatened against the Borrower (or any official thereof in an official capacity) with respect to (a) the Borrower's organization or existence, (b) the Borrower's authority to execute and deliver the Financing Agreement, to adopt the Resolution or to comply with the terms thereof, or (c) the title to office of any member of the Board or any other Borrower officer. To the best of our knowledge, there is no litigation pending or threatened against the Borrower or any other person or entity in any manner affecting or pertaining to the execution or delivery of the Financing Agreement or the transactions contemplated by the Financing Agreement and the Resolution, or that would be likely (if decided adversely to the Borrower) to have a material adverse effect (a) on the Borrower's financial condition or (b) otherwise on the Borrower's ability to carry out its obligations under the Financing Agreement.
- 7. There has been no material adverse change in the Borrower's financial condition since the date of the last annual financial statement of the Borrower provided to Lender.

WITNESS our signatures and the seal of the	, this
day of	
	(SEAL)
By:	By:
City Manager	Finance Director

#### **USE OF PROCEEDS CERTIFICATE**

The undersigned Finance Officer of Name of Client (the "Borrower"), is among the Borrower's officers charged with responsibility for the Borrower's entering into a Financing Agreement dated as of Closing Date (the "Agreement"), with Truist Bank ("Lender"). This Certificate is delivered as part of the official record of the proceedings for the delivery of the Agreement, as contemplated by Treasury Regulations Section 1.148-2(b)(2). I am executing and delivering this Certificate on behalf of the Borrower to set forth in good faith the Borrower's reasonable expectations concerning the use and investment of financing proceeds and other related matters, in order to assure that interest on the Obligations (as defined below) will be excluded from gross income for federal income tax purposes. I understand that I have an obligation to make the representations in this Certificate both correct and complete.

All capitalized terms used in this Certificate and not otherwise defined have the meanings assigned to such terms under the Treasury Regulations applicable to tax-exempt bonds.

#### **PURPOSE OF AGREEMENT**

1. The Borrower is executing and delivering the Agreement today to provide funds to finance the [acquisition, installation] of the equipment set forth in the Agreement (the "Equipment"), and to pay certain financing costs. Lender will advance funds for the Equipment to the Borrower pursuant to the Agreement. Lender is entering into the Agreement for its own account with no current intention of reselling its rights under the Agreement or any interest therein, except that Lender may make an assignment of payment rights to an affiliate, in whole, at par and without recourse.

#### PROCEEDS; PAYMENT OBLIGATIONS

- 2. (a) In accordance with the Agreement, Lender will advance on behalf of the Borrower the amount of \$Amount (the "Proceeds") [by making a deposit into a Project Fund created pursuant to the Agreement].
- (b) Under the Agreement, the Borrower is obligated to pay Installment Payments (as defined in the Agreement) on the dates and in the amounts set forth in the Agreement (the Borrower's obligations to pay Installment Payments are referred to in this Certificate as the "Obligations"), subject to prepayment as provided in the Agreement.
- (c) The Installment Payments reflect the repayment of the Proceeds and include a designated interest component corresponding to an annual interest rate as set forth in the Agreement. The Borrower does not expect to prepay any of the Obligations prior to the scheduled payment dates.

#### **USE OF PROCEEDS; REIMBURSEMENT**

3. (a) All of the Proceeds and all investment earnings thereon will be used to pay Project Costs, including costs incurred in connection with the execution and delivery of the Agreement and interest on the Obligations during the construction period.

- (b) All of such costs will be incurred and expenditures made subsequent to today, except for reimbursement to the Borrower for (i) amounts (A) paid by the Borrower not more than 60 days prior to the Borrower's declaration of its official intent to reimburse itself for such expenditure, and (B) paid by the Borrower within 18 months of the later of (1) the date the original expenditure was paid, or (2) the date the project to which such expenditure relates was placed into service (but in no event more than three years after the original expenditure was paid); (ii) amounts representing preliminary expenditures such as engineering, design and similar preliminary expenses, as well as any legal, accounting, or other professional fees incurred in connection with the Borrower's entering into the Agreement and related transactions, in an aggregate amount not exceeding 20% of the principal amount of the Obligations, or (iii) an amount not exceeding the lesser of \$100,000 or 5% percent of the Proceeds.
- (c) All of the costs to be paid or reimbursed from Proceeds will be Capital Expenditures, and none will be Working Capital Expenditures. No portion of the Gross Proceeds will be used, directly or indirectly, to make or finance loans to two or more ultimate borrowers.

#### **QUALIFICATION FOR TEMPORARY PERIOD**

4.	Acquisition, Installment of the Equipment will begin, or did begin, on or about
	Acquisition, Installment of the Equipment will proceed with due diligence, and the
Equipment	will be placed in service beginning on or about Within six months of to day
(if it has no	t already done so), the Borrower will enter into substantial binding obligations to third
parties to sp	pend Proceeds on Project Costs that are Capital Expenditures in an amount exceeding 5%
of the amo	unt financed. The Borrower estimates that all the Proceeds and all the investment
earnings the	ereon will be fully expended within months from today.

#### **INVESTMENT PROCEEDS**

- 5. (a) Any earnings or net profit derived from the investment of the Proceeds will be used to pay additional Project Costs or interest on the Obligations not later than the date that is the later of (i) three years from today or (ii) twelve months from the date of the receipt of such earnings.
- (b) After the date that is three years from today, the Borrower will not invest any of the Gross Proceeds at a Yield in excess of the Yield on the Obligations.
- (c) No investment will be acquired or disposed of at a cost or price that exceeds its Fair Market Value as of the acquisition date, or which is less than its Fair Market Value as of the disposition date. No portion will be invested in any investment as to which the economic return is substantially guaranteed for more than three years.
- (d) No portion of the Gross Proceeds will be used, directly or indirectly, to replace funds that the Borrower used (directly or indirectly) to acquire securities or obligations producing (or expected to produce) a Yield higher than the Yield on the Obligations.

#### NO OVER-ISSUANCE OR EXCESSIVE MATURITY

- 6. (a) The sum of the Proceeds and the reasonably expected investment earnings thereon does not exceed the amount reasonably expected to be required to pay Project Costs, including interest on the Obligations during construction and financing costs.
- (b) The term of the Obligations is not longer than reasonably necessary for the governmental purposes thereof, and is not longer than the expected remaining useful life of the Equipment.
- (c) In connection with the issuance of the Obligations, the Borrower has not utilized any device (not described in this Certificate) which attempts to circumvent the restrictions of the Code to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage. The Borrower has not attempted to increase improperly the burden on the market for tax-exempt securities (for example, by selling its obligations in larger amounts or with longer maturities, or selling them sooner, than would otherwise be necessary).

#### COMPLIANCE WITH REBATE REQUIREMENT

7. In the Agreement, the Borrower has agreed to comply with provisions of the Code which in some circumstances require the Borrower to pay some of its investment earnings to the United States, as provided in Code Section 148.

#### **PRIVATE ACTIVITY TESTS**

8. No payment on the Obligations is secured by property to be used in any private business (meaning any trade or business carried on by any person, including the federal government, that is not a state or local government, but excluding uses by any person as a member of the general public). None of the Proceeds are to be used for any such private business use. The Borrower has no leases, management contracts or other agreements with private entities or the federal government for either (a) management or operation of the Equipment, or (b) the use of designated portions of the Equipment.

# QUALIFIED TAX-EXEMPT OBLIGATIONS Remove this section for NBQ transactions and renumber

- 9. (a) For the reasons set forth in Section 8 above, none of the Obligations are "private activity bonds" within the meaning of Code Section 141. The aggregate amount of tax-exempt obligations, including the Obligations, issued and reasonably expected as of today to be issued in the current calendar year by (i) the Borrower, (ii) all entities on behalf of which the Borrower issues tax-exempt obligations, (iii) all governmental units that are "subordinate" to the Borrower, within the meaning of Code Section 265(b)(3), and (iv) all entities that issue tax-exempt obligations on behalf of the same such entities, does not exceed \$10,000,000. The Borrower has no reason to believe that the Borrower and such other entities will issue tax-exempt obligations in the current calendar year in an aggregate amount that will exceed such \$10,000,000 limit.
  - (b) In making the statements in subparagraph (a) above, I have taken into account (i)

all the Borrower's departments and agencies and (ii) all political subdivisions or other entities (x) which have the power to borrow money or enter into contracts and (y) of which the Borrower is a member or over which it has legal or practical control. For all of such entities, I have taken into account all bonds, bond anticipation notes, installment or lease-purchase contracts and all other obligations to pay money (excluding only current accounts payable and private activity bonds) issued or to be issued or contracted by such entities in the current calendar year. I have not included any private activity bonds or any refunding obligations excluded from the annual \$10,000,000 calculation by Code Section 265(b)(3).

(c) The Borrower designates each of the Installment Payments under the Agreement as a "qualified tax-exempt obligation" for the purposes of the Code.

#### **INVESTED SINKING FUNDS**

10. There are no funds (a) to be held under the Agreement or (b) which are pledged as security for the Obligations (including by way of negative pledges), or which will be used to pay the Obligations, or which could be reasonably be expected to be available to pay the Obligations if the Borrower were to encounter financial difficulty, [other than the Project Fund referenced above]. The Borrower will pay the Obligations from its general funds, with there being no obligation (or expectation) on the part of the Borrower or any other entity to segregate or identify any particular funds or accounts for the payment of or security for the Obligations.

#### **MISCELLANEOUS**

- 11. (a) No substantial part of the Equipment will be sold, no arrangement has been or will be entered into with respect to the Equipment that would be treated as a sale for federal income tax purposes, and the Borrower expects to use the Equipment for their currently-intended purpose at least until the stated date for final payment of the Obligations, in all cases other than such insubstantial portions as may be disposed of in the ordinary course of business due to normal wear or obsolescence.
- (b) There are no other tax-exempt bonds, notes or obligations of the Borrower which (1) were or will be sold within 15 days of the date the Agreement was entered into, (2) were or will be sold pursuant to a plan of financing common with the plan of financing for the Agreement, and (3) are reasonably expected to be paid from substantially the same source of funds as the Agreement.
- (c) None of the Proceeds will be used to make any payment on any other Borrower obligation that was contracted in the exercise of the Borrower's borrowing power.
  - (d) No portion of the Obligations is Federally Guaranteed.
- (e) The Borrower will cooperate with Lender in preparing, executing, and filing in a timely manner IRS Form 8038 and such other reports and documents as may be required in order for the interest on the Obligations to be excluded from gross income for federal income tax purposes.

### **REASONABLENESS; BINDING EFFECT**

12. To the best of my knowledge and belief, the expectations set forth above are reasonable and the statements set forth above are correct. The Borrower's covenants made as described in this Certificate are intended as binding covenants of the Borrower.

WITNESS my signature this	day of	,20		
			[Finance Officer]	
			[Name of Client]	



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

### **MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board

**DATE:** October 11, 2022

**SUBJECT:** Discussion Regarding December Meeting Schedule

The Board of Commissioners typically holds one (1) meeting in the month of December, when possible, due to the holidays.

The Board is asked to consider whether it wishes to cancel the second regular meeting in December, which is currently scheduled for December 19, 2022.



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

#### **MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director

**DATE:** 10/17/2022

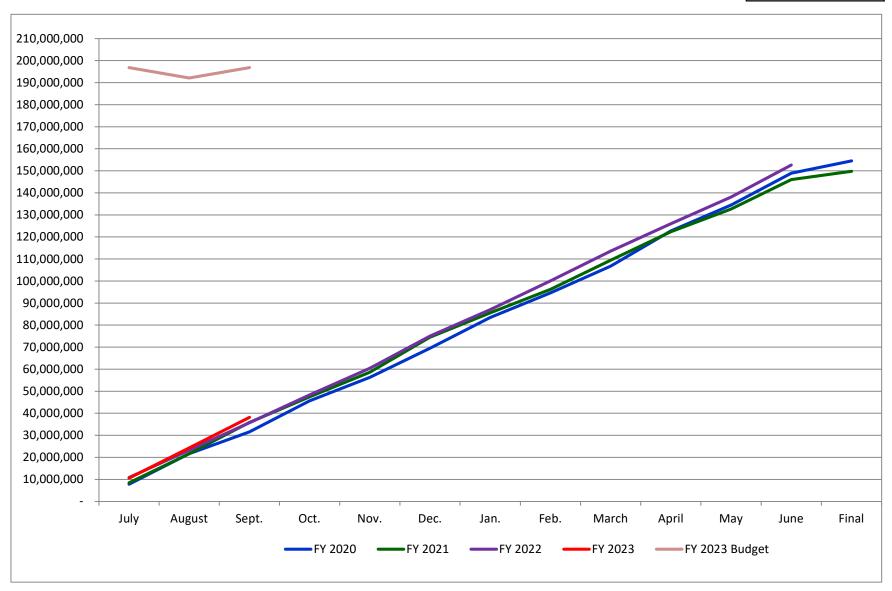
**SUBJECT:** Financial Reports

Please see attached Financial Graphs.

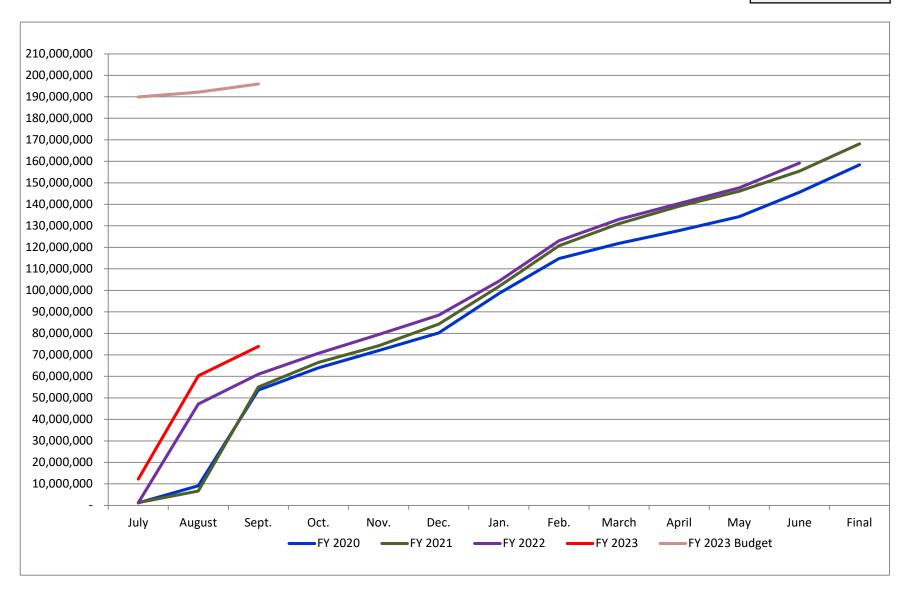
#### **ATTACHMENTS:**

DescriptionUpload DateTypeFinancial Reports10/10/2022Backup Material

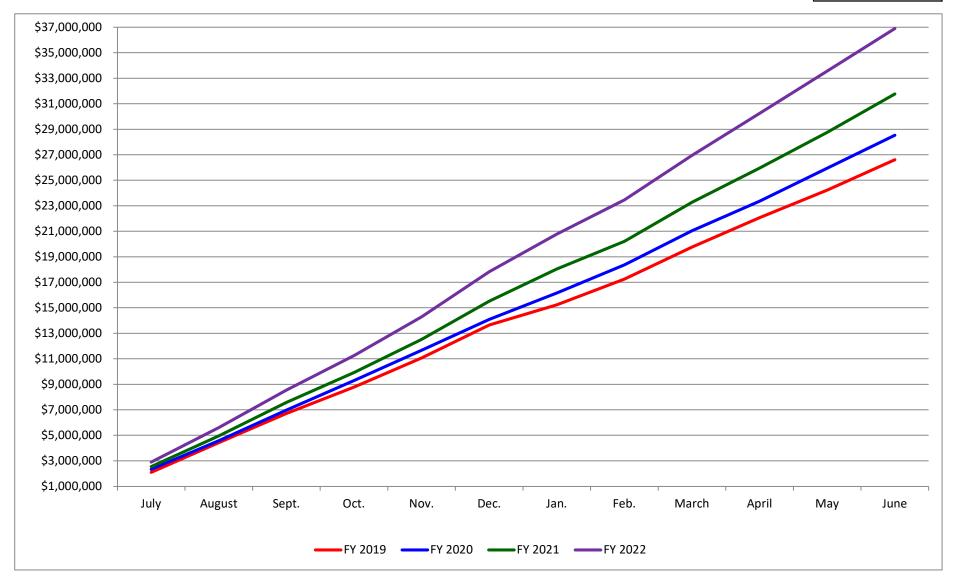
September			
2023	\$	38,175,708	
2022	\$	35,657,267	
2021	\$	35,789,981	
2020	\$	31,561,355	



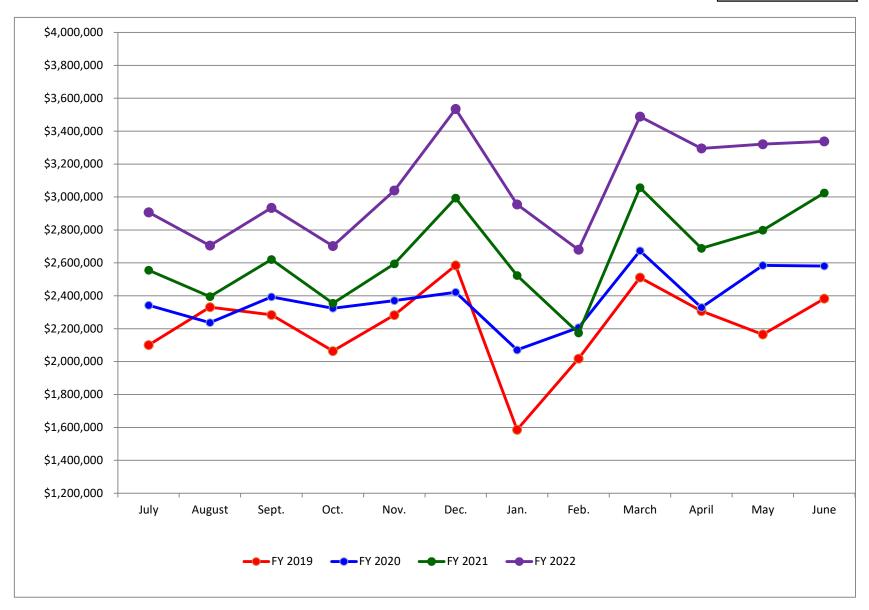
September			
2023	\$	73,974,458	
2022	\$	60,970,620	
2021	\$	55,010,654	
2020	\$	53,642,846	



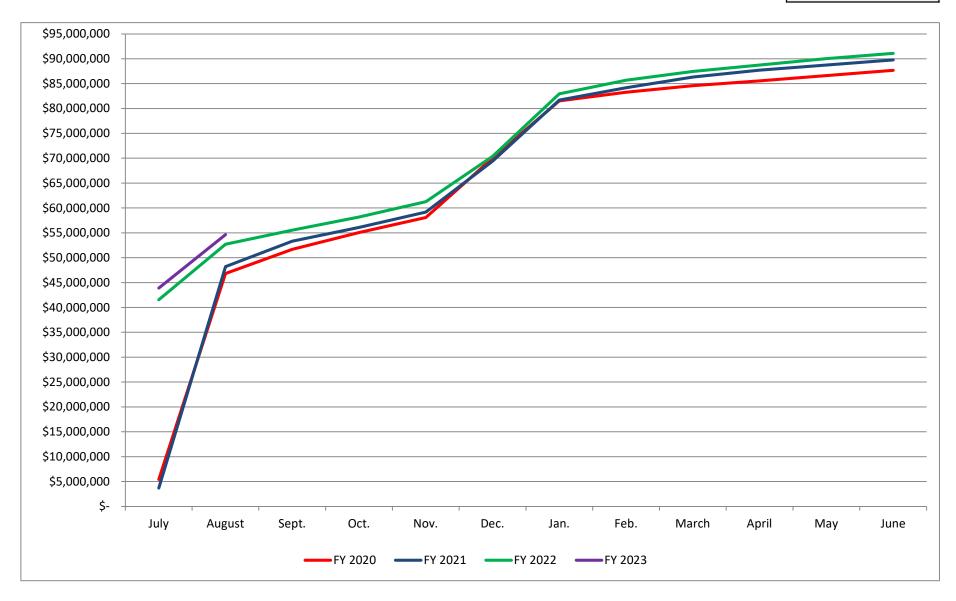
June		
2022	\$	36,902,037
2021	\$	31,779,433
2020	\$	28,531,122
2019	\$	26,614,717



June		
2022	\$	3,337,810
2021	\$	3,024,573
2020	\$	2,580,570
2019	\$	2,383,194



August			
2023	\$	54,668,249	
2022	\$	52,696,594	
2021	\$	48,192,966	
2020	\$	46,825,645	





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

#### **MEMO TO COMMISSIONERS:**

Anna Bumgarner, Finance Director FROM:

DATE: 10/17/2022

**SUBJECT: Budget Amendments** 

Please see attached budget amendments.

Please approve attached budget amendments.

#### **ATTACHMENTS:**

**Description Upload Date** Type 10/12/2022 budget amendments Budget Amendment

### **ROWAN COUNTY**

#### DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

Signature?

FROM: FINANCE									
EXPLANATION IN DETAIL:		To budget salaries and benefits for library staff that will be paid from the Robertson Foundation Grant.							
BUDGET INFORMATION:			Prepared by: Date: Reviewed:	Lisa Bevis 09/30/22					
ACCOUNT TITLE		ACCOUNT#	INCREASE	DECREASE					
Appropriated Fund Balance Rest Salaries PT Robertson Grant Medicare Robertson Grant SS Tax Robertson Grant W/C Robertson Grant	R E E E	1146110-495010 1156110-510015-30008 1156110-520010-30008 1156110-520025-30008 1156110-520025-30008	50,000 46,361 2,856 668 115						
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNT	NG USE ONLY					
Approved:		Approved: Disapproved:		04-095					
Date: Oct 6, 2022		Date:	Posted by:						

Signature:

Approved by: \_

# Salisbury Post Morgue Preservation Project Part time, non-benefitted, temporary library staff hires

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	Temporary PT Service Librarians	Hrs/wk	Hourly Rate	PT Salaries	Social Security	Medicare	w/c	Total Cost Per Week	HR Action Form submissio n date	Start Date
1	Morris, William	16-20	\$23.50	\$470.00	\$29.14	\$6.82	\$1.18	\$507.13		
2	Freeze, Gary	16-20	23.50	470.00	29.14	6.82	1.18	507.13		

Pos	iti	ion	Ħ
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<b>Q</b> SITIO	Temporary PT Service Associates	Hrs/wk	Hourly Rate	PT Salaries	Social Security	Medicare	w/c	Total Cost Per Week	HR Action Form submissio n date	Start Date
1	Teague, Shearin	8-16	16.00	256.00	15.87	3.71	0.64	276.22		
- 2	Mabe, Catherine	8-16	16.00	256.00	15.87	3.71	0.64	276.22		
3	Smith, Deirdre Parker	8-16	16.00	256.00	15.87	3.71	0.64	276.22		
4	Cummings, Diane	8-16	16.00	256.00	15.87	3.71	0.64	276.22		
5	Linh, Le	8-16	16.00	256.00	15.87	3.71	0.64	276.22		
6	ореп	277 E						Carlo		
7	open						400			200
8	open		<u></u>	\$2,220.00	\$137.64	\$32.19	\$5.55	\$2,395.38	L.	

per week

per week

\$295.87

\$2,395.38

per week

per week

All positions will be paid using Robertson Foundation grant funds.

Additional \$ to budget in PT Salaries

PT Salaries	\$46,065.00
Social Security 6.2%	2,856.03
Medicare 1.45%	667.94
W/C .25%	115.16
	\$49,704.14
Grant Amount	\$50,000.00
Costs at 20.75 weeks at max hours	49,704.14

# BA-04-095 - BOC 10-17

Final Audit Report 2022-10-07

Created: 2022-10-05

By: Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAA2cyjc2VeGvavFa32kuknJPP9BX40vRor

## "BA-04-095 - BOC 10-17" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov) 2022-10-05 - 3:42:10 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature 2022-10-05 - 3:43:50 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2022-10-07 - 1:19:30 AM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed. 2022-10-07 - 1:19:30 AM GMT



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

#### **MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board

**DATE:** October 11, 2022

**SUBJECT:** To Consider Approval of Closed Session Minutes

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on October 3, 2022.



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

### **MEMO TO COMMISSIONERS:**

**FROM:** County Attorney Jay Dees

**DATE:** October 11, 2022

**SUBJECT:** For Attorney-Client Privileged Communication Regarding Zoning Compliance

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication regarding zoning compliance.



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

### **MEMO TO COMMISSIONERS:**

**FROM:** County Attorney Jay Dees

**DATE:** October 11, 2022

**SUBJECT:** For Attorney-Client Privileged Communication Regarding a Settlement Agreement

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication regarding a settlement agreement.



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

### MEMO TO COMMISSIONERS:

**FROM:** County Attorney Jay Dees

**DATE:** October 11, 2022

**SUBJECT:** For Attorney-Client Privileged Communication Regarding a Lease at the Airport

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication regarding an airport lease.