



ROWAN COUNTY COMMISSION AGENDA

April 3, 2023 - 3:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building

130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device:

<https://bit.ly/rowanboc3pm>

Password: 028144

Or join by phone:

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

Webinar ID: 975 6995 5631

Password: 028144

Call to Order

Invocation

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

1 Consider Approval of Consent Agenda

- A. Proclamation Recognizing Telecommunicators Week
- B. National Cinemedia Agreement
- C. Budget Amendments
- D. RCCC Design Funding Request
- E. Vaya Health Update

- F. Request to Use West End Plaza Parking Lot
 - G. Budget Appropriation Increase for Rowan Museum
 - H. Consider Approval of the Minutes 3/20/23
 - I. South Data Inc. Amendment & Approval
 - J. Wharton Smith Office Lease at West End Plaza
 - K. Title Change Only Requested by DSS
 - L. Title Change Only Requested by Sheriff Travis Allen
 - M. CivicClerk Sole Source
 - N. Schedule Public Hearing for Revisions to County Incentive Policy for 4/17/23
 - O. Award Woodleaf Park Project Bid to Randolph & Sons Builders Inc.
- 2 Public Comment Period
 - 3 Reports
 - A. Child Abuse Prevention Month
 - 4 Public Hearing and Finding Resolution for Installment Financing Airport Hangars
 - 5 GRANT PROGRAM PROPOSAL: Plumbing Repair/Replacement for Eligible Customers of NE Rowan Water System
 - 6 Updated Rowan County Lease Proposal to USDA for Space in WEP
 - 7 Board Appointments
 - 8 Closed Session
 - Closed Session
 - 9 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 4/3/23
SUBJECT: Proclamation Recognizing Telecommunicators Week

ATTACHMENTS:

Description

Proclamation

Upload Date

2/23/2023

Type

Cover Memo

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



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

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

PROCLAMATION RECOGNIZING APRIL 9-15, 2023, AS PUBLIC SAFETY TELECOMMUNICATORS WEEK

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

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

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

NOW THEREFORE the Rowan County Board of Commissioners does hereby proclaim ***April 9-15, 2023, as "Public Safety Telecommunicators Week"*** in Rowan County and urges all citizens to acknowledge the contributions of these loyal public servants.

This the 3rd day of April 2023.

Gregory C. Edds, Chairman

ATTEST:

Sarah Pack
Clerk to the Board

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

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Micah Ennis; DSS Director
DATE: 4/3/2023
SUBJECT: National Cinemedia Agreement

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; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County DSS seeks to continue an increase in the number of families licensed to provide foster care in Rowan County. DSS has been working in partnership with National Cinemedia (NCM) and respectfully requests permission to actualize an agreement with NCM as a sole source provider of marketing in Salisbury's Tinseltown (Cinemark) Theatre. NCM provides advertising for foster and adoptive families, which is supported by Adoption Promotion Funds and involves no county dollars. Adoption Promotion Funds are awarded to the county by the state to use for a variety of allowable expenditures including direct provision or purchase by contract of services in areas of Recruitment, Training, Placement Support & Supervision and Legal Services. It is our responsibility to recruit and license a diverse group of foster families that represent the Rowan County community and develop potential adoptive resources for children in foster care who are not able to safely reunify with their birth families.

There are no other similar providers of advertising in the local theatre, and NCM also pushes ads to mobile and other digital devices of moviegoers in Rowan County zip codes. We are formally requesting that our County pursue this sole source provider for this unique advertising service.

Board of Commissioners to approve Sole-Source with National Cinemedia (NCM).

ATTACHMENTS:

Description

Sole Source Letter

Memo From Director

Upload Date

3/17/2023

3/17/2023

Type

Cover Memo

Cover Memo



January 5, 2023

Re: Sole Source Advertising

To Whom It May Concern:

Please be advised that National CineMedia ("NCM") is the single, exclusive sales and marketing representative for the sales of all on-screen and other in-theatre advertising and promotions for the following theatre exhibitors ("Exhibitors"):

Aliance Management (Xscape), AMC*, Atrium Stadium Cinemas, Ayrsley Theatre, Bernardsville Cinema, Cinemark*, Cinepolis* (only former Movie House & Eatery locations), Cinergy, Coming Attractions, Fairchild, Far Away Entertainment*, Fox Theatres, Fountain Stone Theaters, Fremont Theaters, Galaxy Theatres*, Georgia Theatre Company, Golden Star, Goodrich, Harkins Theatres*, High Sierra, Kerasotes/ICON, LA Live*, Legacy Theaters, Looks/Celebration Cinemas/Studio C, Main Street Theatres, Marquee, MCIC, Metropolitan, Misty Fairchild, MJR*, MovieScoop, Movie Tavern*, Odyssey, O'Neil*, PictureShow Cinemas, Regal Cinemas*, Santikos*, ShowBiz, Southeast Cinemas, Southern Theatres, Star Cinema Grill, Texas Cinema/EVO, UEC Theatres, Venue Cinema, West Mall Theater, White Mountain Entertainment.

* Please note: Exhibitors marked with an asterisk may have limited exceptions to NCM's exclusivity.

In addition, NCM is the single, exclusive sales and marketing representative for the sales of national on-screen advertising for all Exhibitors partnered with Pecan Pie Productions.

Best regards,

A handwritten signature in black ink, appearing to read "Scott Felenstein", with a long horizontal flourish extending to the right.

Scott Felenstein
President
National CineMedia

MEMORANDUM

DATE:

TO: Rowan County Board of Commissioners

FROM: Jody Farrow-Bennett, Purchasing Director

Micah Ennis, Social Services Director

REGARDING: National Cinemedia Agreement-Sole Source Request

Rowan County DSS seeks to continue an increase in the number of families licensed to provide foster care in Rowan County. DSS has been working in partnership with National Cinemedia (NCM) and respectfully requests permission to actualize an agreement with NCM as a sole source provider of marketing in Salisbury's Tinseltown (Cinemark) Theatre. NCM provides advertising for foster and adoptive families, which is supported by Adoption Promotion Funds and involves no county dollars. Adoption Promotion Funds are awarded to the county by the state to use for a variety of allowable expenditures including direct provision or purchase by contract of services in areas of Recruitment, Training, Placement Support & Supervision and Legal Services. It is our responsibility to recruit and license a diverse group of foster families that represent the Rowan County community and develop potential adoptive resources for children in foster care who are not able to safely reunify with their birth families.

There are no other similar providers of advertising in the local theatre, and NCM also pushes ads to mobile and other digital devices of moviegoers in Rowan County zip codes. We are formally requesting that our County pursue this sole source provider for this unique advertising service.

NCGS 143-129(e)(6)

Purchases of apparatus, supplies, materials, or equipment when:

- (i) performance or price competition for a product are not available;*
- (ii) a needed product is available from only one source of supply;*
- (iii) standardization or compatibility is the overriding consideration.*

Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

Thank you for your consideration of this request.

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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 4/3/23
SUBJECT: Budget Amendments

Please see attached budget amendments.

Board of Commissioners to approve attached budget amendments.

ATTACHMENTS:

Description

budget amendments

Upload Date

3/23/2023

Type

Budget Amendment

DEPARTMENTAL REQUEST FOR BUDGET ACTION

This amendment is to budget the funding authorization received for APS Essential Services.

Date: 3/10/2023

[illegible]

Mar 13, 2023

DEPARTMENTAL REQUEST FOR BUDGET ACTION

This amendment is to budget the funding authorization received for APS Essential Services

[illegible]



DIVISION OF SOCIAL SERVICES

APS Essential Services

FUNDING SOURCE: 1510-8004-TII

EFFECTIVE DATE: 1/1/2023

AUTHORIZATION NUMBER: 2

ALLOCATION PERIOD

FROM JANUARY 2023 THRU JUNE 2023 SERVICE MONTHS

FROM FEBRUARY 2023 THRU JULY 2023 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	17,887.60	17,887.60	0.00	0.00	17,887.60	17,887.60
02	ALEXANDER	1,873.18	1,873.18	0.00	0.00	1,873.18	1,873.18
03	ALLEGHANY	2,949.74	2,949.74	0.00	0.00	2,949.74	2,949.74
04	ANSON	1,513.50	1,513.50	0.00	0.00	1,513.50	1,513.50
05	ASHE	1,939.05	1,939.05	0.00	0.00	1,939.05	1,939.05
06	AVERY	698.91	698.91	0.00	0.00	698.91	698.91
07	BEAUFORT	7,659.76	7,659.76	0.00	0.00	7,659.76	7,659.76
08	BERTIE	2,072.80	2,072.80	0.00	0.00	2,072.80	2,072.80
09	BLADEN	3,300.39	3,300.39	0.00	0.00	3,300.39	3,300.39
10	BRUNSWICK	4,231.22	4,231.22	0.00	0.00	4,231.22	4,231.22
11	BUNCOMBE	24,541.45	24,541.45	0.00	0.00	24,541.45	24,541.45
12	BURKE	4,886.87	4,886.87	0.00	0.00	4,886.87	4,886.87
13	CABARRUS	3,943.90	3,943.90	0.00	0.00	3,943.90	3,943.90
14	CALDWELL	9,061.39	9,061.39	0.00	0.00	9,061.39	9,061.39
15	CAMDEN	292.69	292.69	0.00	0.00	292.69	292.69
16	CARTERET	5,489.16	5,489.16	0.00	0.00	5,489.16	5,489.16
17	CASWELL	839.21	839.21	0.00	0.00	839.21	839.21
18	CATAWBA	10,002.45	10,002.45	0.00	0.00	10,002.45	10,002.45
19	CHATHAM	2,583.13	2,583.13	0.00	0.00	2,583.13	2,583.13
20	CHEROKEE	2,126.26	2,126.26	0.00	0.00	2,126.26	2,126.26
21	CHOWAN	1,326.83	1,326.83	0.00	0.00	1,326.83	1,326.83
22	CLAY	1,559.81	1,559.81	0.00	0.00	1,559.81	1,559.81
23	CLEVELAND	5,816.29	5,816.29	0.00	0.00	5,816.29	5,816.29
24	COLUMBUS	3,522.45	3,522.45	0.00	0.00	3,522.45	3,522.45
25	CRAVEN	6,157.52	6,157.52	0.00	0.00	6,157.52	6,157.52
26	CUMBERLAND	15,090.19	15,090.19	0.00	0.00	15,090.19	15,090.19
27	CURRITUCK	517.63	517.63	0.00	0.00	517.63	517.63
28	DARE	1,579.99	1,579.99	0.00	0.00	1,579.99	1,579.99
29	DAVIDSON	7,814.89	7,814.89	0.00	0.00	7,814.89	7,814.89
30	DAVIE	5,806.95	5,806.95	0.00	0.00	5,806.95	5,806.95
31	DUPLIN	2,941.73	2,941.73	0.00	0.00	2,941.73	2,941.73
32	DURHAM	13,230.36	13,230.36	0.00	0.00	13,230.36	13,230.36
33	EDGECOMBE	5,677.33	5,677.33	0.00	0.00	5,677.33	5,677.33
34	FORSYTH	8,413.02	8,413.02	0.00	0.00	8,413.02	8,413.02
35	FRANKLIN	2,820.96	2,820.96	0.00	0.00	2,820.96	2,820.96
36	GASTON	42,022.70	42,022.70	0.00	0.00	42,022.70	42,022.70
37	GATES	400.03	400.03	0.00	0.00	400.03	400.03
38	GRAHAM	224.79	224.79	0.00	0.00	224.79	224.79
39	GRANVILLE	2,155.21	2,155.21	0.00	0.00	2,155.21	2,155.21
40	GREENE	910.07	910.07	0.00	0.00	910.07	910.07
41	GUILFORD	9,325.16	9,325.16	0.00	0.00	9,325.16	9,325.16
42	HALIFAX	3,735.96	3,735.96	0.00	0.00	3,735.96	3,735.96
43	HARNETT	2,504.89	2,504.89	0.00	0.00	2,504.89	2,504.89
44	HAYWOOD	4,972.42	4,972.42	0.00	0.00	4,972.42	4,972.42
45	HENDERSON	9,650.03	9,650.03	0.00	0.00	9,650.03	9,650.03

46	HERTFORD	1,854.64	1,854.64	0.00	0.00	1,854.64	1,854.64
47	HOKE	2,279.84	2,279.84	0.00	0.00	2,279.84	2,279.84

APS Essential Services

AUTHORIZATION NUMBER: 2

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	712.63	712.63	0.00	0.00	712.63	712.63
49	IREDELL	3,342.80	3,342.80	0.00	0.00	3,342.80	3,342.80
50	JACKSON	1,511.13	1,511.13	0.00	0.00	1,511.13	1,511.13
51	JOHNSTON	12,508.58	12,508.58	0.00	0.00	12,508.58	12,508.58
52	JONES	223.71	223.71	0.00	0.00	223.71	223.71
53	LEE	1,631.01	1,631.01	0.00	0.00	1,631.01	1,631.01
54	LENOIR	2,114.37	2,114.37	0.00	0.00	2,114.37	2,114.37
55	LINCOLN	7,644.33	7,644.33	0.00	0.00	7,644.33	7,644.33
56	MACON	1,505.07	1,505.07	0.00	0.00	1,505.07	1,505.07
57	MADISON	1,801.91	1,801.91	0.00	0.00	1,801.91	1,801.91
58	MARTIN	1,446.50	1,446.50	0.00	0.00	1,446.50	1,446.50
59	MCDOWELL	2,534.18	2,534.18	0.00	0.00	2,534.18	2,534.18
60	MECKLENBURG	29,509.79	29,509.79	0.00	0.00	29,509.79	29,509.79
61	MITCHELL	756.55	756.55	0.00	0.00	756.55	756.55
62	MONTGOMERY	5,193.92	5,193.92	0.00	0.00	5,193.92	5,193.92
63	MOORE	5,396.21	5,396.21	0.00	0.00	5,396.21	5,396.21
64	NASH	3,047.86	3,047.86	0.00	0.00	3,047.86	3,047.86
65	NEW HANOVER	15,300.95	15,300.95	0.00	0.00	15,300.95	15,300.95
66	NORTHAMPTON	1,867.62	1,867.62	0.00	0.00	1,867.62	1,867.62
67	ONSLOW	8,340.77	8,340.77	0.00	0.00	8,340.77	8,340.77
68	ORANGE	2,076.16	2,076.16	0.00	0.00	2,076.16	2,076.16
69	PAMLICO	336.15	336.15	0.00	0.00	336.15	336.15
70	PASQUOTANK	1,336.51	1,336.51	0.00	0.00	1,336.51	1,336.51
71	PENDER	3,967.16	3,967.16	0.00	0.00	3,967.16	3,967.16
72	PERQUIMANS	554.41	554.41	0.00	0.00	554.41	554.41
73	PERSON	1,716.84	1,716.84	0.00	0.00	1,716.84	1,716.84
74	PITT	11,008.93	11,008.93	0.00	0.00	11,008.93	11,008.93
75	POLK	1,332.45	1,332.45	0.00	0.00	1,332.45	1,332.45
76	RANDOLPH	2,823.75	2,823.75	0.00	0.00	2,823.75	2,823.75
77	RICHMOND	2,125.68	2,125.68	0.00	0.00	2,125.68	2,125.68
78	ROBESON	27,207.22	27,207.22	0.00	0.00	27,207.22	27,207.22
79	ROCKINGHAM	11,287.76	11,287.76	0.00	0.00	11,287.76	11,287.76
80	ROWAN	5,583.80	5,583.80	0.00	0.00	5,583.80	5,583.80
81	RUTHERFORD	2,743.62	2,743.62	0.00	0.00	2,743.62	2,743.62
82	SAMPSON	7,002.44	7,002.44	0.00	0.00	7,002.44	7,002.44
83	SCOTLAND	864.27	864.27	0.00	0.00	864.27	864.27
84	STANLY	3,512.80	3,512.80	0.00	0.00	3,512.80	3,512.80
85	STOKES	1,932.35	1,932.35	0.00	0.00	1,932.35	1,932.35
86	SURRY	7,472.17	7,472.17	0.00	0.00	7,472.17	7,472.17
87	SWAIN	2,814.42	2,814.42	0.00	0.00	2,814.42	2,814.42
88	TRANSYLVANIA	1,768.51	1,768.51	0.00	0.00	1,768.51	1,768.51
89	TYRRELL	2,680.28	2,680.28	0.00	0.00	2,680.28	2,680.28
90	UNION	4,493.63	4,493.63	0.00	0.00	4,493.63	4,493.63
91	VANCE	2,388.35	2,388.35	0.00	0.00	2,388.35	2,388.35
92	WAKE	13,574.17	13,574.17	0.00	0.00	13,574.17	13,574.17
93	WARREN	1,114.40	1,114.40	0.00	0.00	1,114.40	1,114.40
94	WASHINGTON	634.86	634.86	0.00	0.00	634.86	634.86
95	WATAUGA	1,884.44	1,884.44	0.00	0.00	1,884.44	1,884.44
96	WAYNE	9,227.17	9,227.17	0.00	0.00	9,227.17	9,227.17
97	WILKES	5,736.60	5,736.60	0.00	0.00	5,736.60	5,736.60
98	WILSON	8,199.18	8,199.18	0.00	0.00	8,199.18	8,199.18
99	YADKIN	869.23	869.23	0.00	0.00	869.23	869.23
100	YANCEY	1,835.06	1,835.06	0.00	0.00	1,835.06	1,835.06
	Total	528,699.00	528,699.00	0.00	0.00	528,699.00	528,699.00

APS Essential Services

AUTHORIZATION NUMBER: 2

FUNDING SOURCE: 1510-8004-TH

CFDA Number: 93.747

CFDA Name: Elder Abuse Prevention Interventions Program

Award Name: (APC6) American Rescue Plan (ARP) for APS under SSA Title XX Section 2042(b)

Award Number: 2101NCAPC6

Award Date: August 3, 2021

Federal Agency: DHHS/ACL

GRANT INFORMATION: This represents 100% federal dollars.

XS411 Heading: APS Essential Svcs

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASSEMBLY.

THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

March 9, 2023



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

JOYCE MASSEY-SMITH, MPA •
Director, Division of Aging and Adult Services

March 10, 2023

DEAR COUNTY DIRECTOR OF SOCIAL SERVICES

ATTENTION: ADULT SERVICES SUPERVISORS AND PROGRAM MANAGERS

SUBJECT: ADULT PROTECTIVE SERVICES ESSENTIAL SERVICES FUND (Funding Allocation-2, FA-2 and Funding Allocation-3, FA-3)

REQUIRED ACTION: ☐ Information Only ☒ Time Sensitive ☒ Action Required

The Division of Aging and Adult Services (DAAS) established the Adult Protective Services (APS) Essential Services Fund during SFY 21-22 to help county departments of social services provide vital services to disabled adults for whom the need for protective services had been substantiated. The funding was used to help in nearly 900 instances with housing, medications, food and other much needed services. It allows vulnerable adults to age in place and helps to eliminate unnecessary institutionalization and promotes opportunities for them to return to community-based settings.

In response to the extensive use of the first allocation of funding, DAAS has allocated two additional nonrecurring allocations to the APS Essential Services Fund. The second funding allocation (FA-2) of \$528,699 will be dispersed during SFY 22-23 and cover service months January 2023 through June 2023. The third funding allocation (FA-3) of \$1,000,000 will be dispersed during SFY 23-24 and cover service months July 2023 through June 2024.

As with the first allocation, both FA-2 and FA-3 allocations are intended to assist county departments of social services in addressing identified protective services needs and mobilizing protective services where limited county funding and limited local resources may be a barrier. The funds are being made available in addition to any funds already allocated by the county and are not intended to replace funds already in place. Counties should ensure no other funding sources or resources are available to assist the individual prior to using this funding.

The APS Essential Services Fund must be used to provide and arrange for essential needs on behalf of an individual receiving Protective Services for Adults Planning and Mobilizing Services (SIS Code 204). The individual must be opened for SIS Code 204 services on a signed DSS-5027. If the individual is a recipient of the Community Alternatives Program (CAP) or the Special Assistance In Home Program (SAIH), counties should ensure that APS Essential Services Funds are used for needs that are not being covered through either of the programs.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF AGING AND ADULT SERVICES

LOCATION: 693 Palmer Drive, Taylor Hall, Raleigh, NC 27603

MAILING ADDRESS: 2101 Mail Service Center, Raleigh, NC 27699-2101

www.ncdhs.gov • TEL: 919-855-3400 • FAX: 919-733-0443

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

These essential services needs include the provision of medical care for physical and mental health, assistance in personal hygiene, assistance with obtaining appropriate food, clothing, seeking and providing heated and ventilated shelter, providing for protection from health and safety hazards, and protection from abuse, neglect, and exploitation.

The APS Essential Services Fund Reporting Tool will continue to be a required component to receive reimbursement for this funding. The completion of the tool is similar to the previous allocation and is an attachment to this letter, the information required by the tool includes:

- The county name
- The first and last name of the county staff completing the tool
- The email address of the staff completing the tool
- The SIS ID of the individual open for 204 services receiving services through the Essential Services Fund
- The amount spent in each of the applicable categories for that individual:
 - Medication/medical care
 - Housing supports (rent/mortgage payments, taxes, hotels)
 - Groceries
 - Personal hygiene/clothing
 - Household supplies (appliances/furniture)
 - Home repairs/modifications
 - Personal Care (sitter/respite/personal care aid, life alert, adult day care)
 - Utilities (electric, gas, telephone, water, internet)
 - Health and wellness supplies
 - Transportation
 - Other (please describe)

Please continue to complete one tool for each individual receiving the APS Essential Services funding for each month funding is available. A link to submit the monthly tool is provided in the attachment, APS Essential Services Fund Reporting Tool FA2. As with the previous allocation, all tools must be completed by 5:00 p.m. on the first working day of the month for the previous month. For example, all requested reimbursements for March 2023 should be entered in the monthly tool by 5:00 p.m. on April 3, 2023. If you are unable to submit an invoice in the APS Essential Services Reporting Tool by the due date, you may submit the invoice the following month for reimbursement. To claim reimbursements for January 2023 and February 2023, the tool should be completed by April 3, 2023.

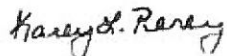
No prior approval is needed by your agency to utilize this funding. Your agency will complete the DSS-1571 Part II to receive reimbursement for the previous month. The invoices should be submitted to DAAS via the APS Essential Services Fund Reporting Tool as a part of this reimbursement process.

Please see the attached document, APS Essential Services Funding Authorization FA2, with each county's allocation. This document contains the FA-2 allocation. FA-3 allocations will be sent in July 2023. Counties should track their monthly reimbursements to ensure you do not expend beyond your allocation. DAAS used the same funding formula for allocations, the number of individuals who received Protective Services in each county in SFY 2022-2023 and a weighted percent of 10% for SIS Code 202, 70% for SIS Code 204, and 20% based on the number of citizens at or below the poverty level for 2019.

The remaining funding from the initial allocation can be used for essential needs that were provided for SIS Code 204 clients during service months February 2022 through December 2022 as well as service months January 2023 through June 2023.

If you have questions or need additional information, please contact Sarah M. Richardson at sarah.richardson@dhhs.nc.gov or the Adult Services listserv at dssasup@listserv.unc.edu.

Sincerely,



Karey Perez
Adult Services Section Chief

DAAS_AS_06_2023

Attachments: APS Essential Service Funding Authorization FA2
APS Essential Services Fund Reporting Tool FA2





BA-09-362 - BOC 04-03

Final Audit Report

2023-03-14

Created:	2023-03-13
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvLc7GlfNobr82KCzHAeW79HpYbs_AGz

"BA-09-362 - BOC 04-03" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-03-13 - 4:44:04 PM GMT - IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-03-13 - 4:44:43 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-03-14 - 1:45:22 AM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-03-14 - 1:45:22 AM GMT



Adobe Acrobat Sign

Alyssa Harris, MPH
Public Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991



Rowan County Health Department
1811 East Innes Street - Salisbury, NC 28146-6030

March 9, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to increase budget for Child Health and Maternal Health salary and fringes due to an increase in the Smart-Start Healthy Beginnings contract.

Kind Regards,

A handwritten signature in black ink, appearing to read "Alyssa Harris", is written over a horizontal line.

Alyssa Harris, Public Health Director

AMENDMENT # 1
CONTRACT # RCHD22-23

This agreement amends the Contract bearing the effective date of July 1, 2022 between the Smart Start Rowan, Inc. (the "Local Partnership"), and the Rowan County Health Department (the "Contractor") (referred to collectively as the "Parties"). This Amendment is hereby effective on **January 15, 2023**.

As provided for under the terms of this Contract, the Local Partnership and the Contractor agree to amend the following provisions:

1. Reference Section 3. "Amount of Payment:" The not-to-exceed amount is being increased by **\$13,845 from \$137,722 to \$151,567.**

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Contract.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Amendment to the Contract.

In Witness Whereof, the Local Partnership and the Contractor have executed this Amendment in duplicate originals, with one original being retained by each Party.

SMART START ROWAN, INC

BY: _____ Date _____
Amy Brown, Executive Director

ROWAN COUNTY HEALTH DEPARTMENT

BY: *Alyssa Harris* Date 03/09/23
Alyssa Harris, Health Director

CH 10,590
Salary + fringe

Budget Change Sheet

Local Partnership: Smart Start Rowan, Inc.
 DSP: Rowan Health Department
 Purpose Service Code: 5415
 Activity: Healthy Beginnings
 AA Status: Approved

FISCAL YEAR: 2022-2023
 Eff. Date: 01/15/2023
 ActivityID: 209

Amendment#: 1
 Revision#:

G/L Acct.	Description	Budget Amount to Change	Amount Changed	New Amount
51XX	11) Personnel	78,455.00	13,845.00	92,300.00
52XX	12) Contracted Professional Services	0.00	—	0.00
	13) Total Personnel/Contracted Service	78,455.00	13,845.00	92,300.00
531X	14) Office Supplies & Materials	0.00	—	0.00
538X	15) Service Related Supplies	0.00	—	0.00
	16) Total Supplies & Materials Costs	0.00	0.00	0.00
541X	17) Travel	0.00	—	0.00
542X	18) Communications & Postage	0.00	—	0.00
5430	19) Utilities	0.00	—	0.00
5440	20) Printing and Binding	0.00	—	0.00
545X	21) Repair and Maintenance	0.00	—	0.00
546X	22) Meeting/Conference Expense	0.00	—	0.00
5470	23) Employee Training (no travel)	0.00	—	0.00
5480	24) Advertising and Outreach	0.00	—	0.00
549X	25) Board Member Expense	0.00	—	0.00
	26) Total Non-Fixed Operation Expenses	0.00	0.00	0.00
5510	27) Office Rent (Land Buildings Etc.)	0.00	—	0.00
5520	28) Furniture Rental	0.00	—	0.00
5530	29) Equipment Rental (Phones Computers etc.)	0.00	—	0.00
5540	30) Vehicle Rental	0.00	—	0.00
5550	31) Dues Subscriptions and Fees	0.00	—	0.00
5560	32) Insurance & Bonding	0.00	—	0.00
5570	33) Book/Library Reference Material	0.00	—	0.00
5580	34) Mortgage Interest and Bank Fees	0.00	—	0.00
5590	35) Other Expenses	0.00	—	0.00
	36) Total Fixed Charges & Other Expenses	0.00	0.00	0.00
5610	37) Buildings & Improvements	0.00	—	0.00
5620	38) Leasehold Improvements	0.00	—	0.00
5630	39) Furniture/Non-Computer Eqpt. \$500 + per item	0.00	—	0.00
5640	40) Computer Equipment/Printers \$500+ per item	0.00	—	0.00
5650	41) Furniture/Eqpt. under \$500 per item	0.00	—	0.00
	42) Total Property & Equipment Outlay	0.00	0.00	0.00
61XX	43) Purchases of Services	0.00	—	0.00
62XX	44) Contracts with Services Providers	0.00	—	0.00
66XX	45) Stipends/Scholarships	0.00	—	0.00
67XX	46) Cash Grants and Awards	0.00	—	0.00
69XX	47) Non-Cash Grants and Awards	0.00	—	0.00
	48) Total Services/Contracts/Grants	0.00	0.00	0.00
	Total Budgeted Expenditures	\$78,455.00	\$13,845.00	\$92,300.00

Aldridge, Karla L

From: Worley, Angela L.
Sent: Friday, February 17, 2023 10:47 AM
To: Aldridge, Karla L
Cc: Littell, Meredith L
Subject: CCHC Budget

Follow Up Flag: Follow up
Flag Status: Flagged

Karla

As we are looking at the budgets, I realized that the numbers in the CCHC budget do not line up with the budget we have been working with this year. Can we take a look at that?

Also, Smart Start always give us the additional amount of out budgets in January. Because we did not have anyone in the CCHC position we are able to complete this fiscal year without the additional monies, so our CCHC budget will be the \$59,267.00. Since the Healthy Beginnings is short on money, I have taken a look at the current CCHC remaining budget and feel that we have an extra \$5000.00 there now.

Thanks

Angie

Angela L. Worley

Public Health Nursing Supervisor II

Angela.Worley@rowancountync.gov

Rowan County Public Health

1811 E. Innes St., Salisbury, NC 28146

Office: (704) 216-8811 | Fax: (704) 216-7991

ROWAN COUNTY
PUBLIC HEALTH

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PARTNERSHIP: Smart Start Rowan, Inc.		LP C&G
CONTRACT TYPE: Standard		Rowan County Health Department
Amendment #: Initial		
FISCAL YEAR: 2022-2023		Child Care Health Consultation
Eff. Date: 07/01/2022		3414
		214
		07/01/2022
		Executed
G/L Acct.	Description	
51XX	11) Personnel	\$56,572.00
52XX	12) Contracted Professional Services	\$0.00
	13) Total Personnel/Contracted Service	\$56,572.00
531X	14) Office Supplies & Materials	\$1,000.00
538X	15) Service Related Supplies	\$0.00
	16) Total Supplies & Materials Costs	\$1,000.00
541X	17) Travel	\$1,200.00
542X	18) Communications & Postage	\$0.00
5430	19) Utilities	\$0.00
5440	20) Printing and Binding	\$0.00
545X	21) Repair and Maintenance	\$0.00
546X	22) Meeting/Conference Expense	\$0.00
5470	23) Employee Training (no travel)	\$200.00
5480	24) Advertising and Outreach	\$0.00
549X	25) Board Member Expense	\$0.00
	26) Total Non-Fixed Operation Expenses	\$1,400.00
5510	27) Office Rent (Land Buildings Etc.)	\$0.00
5520	28) Furniture Rental	\$0.00
5530	29) Equipment Rental (Phones Computers etc.)	\$0.00
5540	30) Vehicle Rental	\$0.00
5550	31) Dues Subscriptions and Fees	\$295.00
5560	32) Insurance & Bonding	\$0.00
5570	33) Book/Library Reference Material	\$0.00
5580	34) Mortgage Interest and Bank Fees	\$0.00
5590	35) Other Expenses	\$0.00
	36) Total Fixed Charges & Other Expenses	\$295.00
5610	37) Buildings & Improvements	\$0.00
5620	38) Leasehold Improvements	\$0.00
5630	39) Furniture/Non-Computer Eqpt. \$500 + per item	\$0.00
5640	40) Computer Equipment/Printers \$500+ per item	\$0.00
5650	41) Furniture/Eqpt. under \$500 per item	\$0.00
	42) Total Property & Equipment Outlay	\$0.00
61XX	43) Purchases of Services	\$0.00
62XX	44) Contracts with Services Providers	\$0.00
66XX	45) Stipends/Scholarships	\$0.00
67XX	46) Cash Grants and Awards	\$0.00
69XX	47) Non-Cash Grants and Awards	\$0.00
	48) Total Services/Contracts/Grants	\$0.00
	Total Budgeted Expenditures	\$59,267.00

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
 Object code: 510005 SALARIES-REGULAR
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5210 CHILD HEALTH
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: SALARIES-REGULAR
 Reference Acct:

Short desc: SAL-REG
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-451.90	.00	.00	197,856.00
02	48,239.46	.00	.00	.00
03	22,210.61	.00	.00	.00
04	18,034.59	.00	.00	.00
05	15,819.53	.00	.00	.00
06	24,408.30	.00	.00	.00
07	15,952.83	.00	.00	.00
08	18,850.28	.00	.00	.00
09	9,939.71	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	173,003.41	.00	.00	197,856.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	173,003.41	Original Budget	197,856.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	173,003.41	Carry Fwd Budget	.00
Available Budget	24,852.59	Carry Fwd Bud Tfr	.00
Percent Used	87.44	Revised Budget	197,856.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	197,856.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	197,856.00	PRESENT	197,856.00
	.00	COMMISSION	.00
		APPROVED	197,856.00

Handwritten:
 increase
 \$1073

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
 Object code: 520010 MEDICARE TAX
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5210 CHILD HEALTH
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: MEDICARE TAX
 Reference Acct:

Short desc: MEDI TAX
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	10.78	.00	.00	2,723.00
02	673.42	.00	.00	.00
03	295.54	.00	.00	.00
04	238.98	.00	.00	.00
05	209.22	.00	.00	.00
06	334.49	.00	.00	.00
07	213.36	.00	.00	.00
08	250.33	.00	.00	.00
09	131.68	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	2,357.80	.00	.00	2,723.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	2,357.80	Original Budget	2,723.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	2,357.80	Carry Fwd Budget	.00
Available Budget	365.20	Carry Fwd Bud Tfr	.00
Percent Used	86.59	Revised Budget	2,723.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	2,723.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	2,723.00	PRESENT	2,723.00
	.00	COMMISSION	.00
		APPROVED	2,723.00

increase
\$22

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
 Object code: 520015 RETIREMENT
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5210 CHILD HEALTH
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: RETIREMENT
 Reference Acct:

Short desc: RETIREMENT
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-54.91	.00	.00	23,825.00
02	5,861.08	.00	.00	.00
03	2,698.62	.00	.00	.00
04	2,191.18	.00	.00	.00
05	1,921.95	.00	.00	.00
06	2,965.57	.00	.00	.00
07	1,938.26	.00	.00	.00
08	2,290.30	.00	.00	.00
09	1,207.66	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	21,019.71	.00	.00	23,825.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	21,019.71	Original Budget	23,825.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	21,019.71	Carry Fwd Budget	.00
Available Budget	2,805.29	Carry Fwd Bud Tfr	.00
Percent Used	88.23	Revised Budget	23,825.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	22,350.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	23,825.00	PRESENT	23,825.00
	.00	COMMISSION	.00
		APPROVED	23,825.00

increase
 \$187

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
 Object code: 520020 SOCIAL SECURITY TAX
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5210 CHILD HEALTH
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: SOCIAL SECURITY TAX
 Reference Acct:

Short desc: SS TAX
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	46.17	.00	.00	11,723.00
02	2,879.48	.00	.00	.00
03	1,263.71	.00	.00	.00
04	1,022.17	.00	.00	.00
05	894.55	.00	.00	.00
06	1,430.29	.00	.00	.00
07	912.21	.00	.00	.00
08	1,070.27	.00	.00	.00
09	562.88	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	10,081.73	.00	.00	11,723.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	10,081.73	Original Budget	11,723.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	10,081.73	Carry Fwd Budget	.00
Available Budget	1,641.27	Carry Fwd Bud Tfr	.00
Percent Used	86.00	Revised Budget	11,723.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	11,723.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	11,723.00	PRESENT	11,723.00
	.00	COMMISSION	.00
		APPROVED	11,723.00

increase
\$ 91

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
 Object code: 520025 WORKERS COMPENSATION
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5210 CHILD HEALTH
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: WORKERS COMPENSATION
 Reference Acct:

Short desc: WKER COMP
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-18.78	.00	.00	3,970.00
02	1,185.96	.00	.00	.00
03	535.09	.00	.00	.00
04	433.80	.00	.00	.00
05	379.75	.00	.00	.00
06	587.11	.00	.00	.00
07	384.11	.00	.00	.00
08	453.75	.00	.00	.00
09	238.45	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	4,179.24	.00	.00	3,970.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	4,179.24	Original Budget	3,970.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	4,179.24	Carry Fwd Budget	.00
Available Budget	-209.24	Carry Fwd Bud Tfr	.00
Percent Used	105.27	Revised Budget	3,970.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	3,970.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	3,970.00	PRESENT	3,970.00
	.00	COMMISSION	.00
		APPROVED	3,970.00

increase
\$37

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155210 CHILD HEALTH EXPENDITURES
 Object code: 520030 401(K) CONTRIBUTIONS
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5115 CHILD HEALTH & PRIMARY CARE
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5210 CHILD HEALTH
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: 401(K) CONTRIBUTIONS
 Reference Acct:

Short desc: 401K CONTR
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	19.59	.00	.00	5,855.00
02	1,286.75	.00	.00	.00
03	606.28	.00	.00	.00
04	521.34	.00	.00	.00
05	454.81	.00	.00	.00
06	695.66	.00	.00	.00
07	466.09	.00	.00	.00
08	565.54	.00	.00	.00
09	298.21	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	4,914.27	.00	.00	5,855.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	4,914.27	Original Budget	5,855.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	4,914.27	Carry Fwd Budget	.00
Available Budget	940.73	Carry Fwd Bud Tfr	.00
Percent Used	83.93	Revised Budget	5,855.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	5,855.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	5,855.00	PRESENT	5,855.00
	.00	COMMISSION	.00
		APPROVED	5,855.00

INCREASE
\$44

G/L ACCOUNT - MASTER INQUIRY

Org code: 1155255 MATERNAL HEALTH EXPENDITURES
 Object code: 510005 SALARIES-REGULAR
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 51 HUMAN SERVICES
 Sub Function 5117 MATERNAL HEALTH
 Department 5100 HEALTH DEPARTMENT
 Division 5120 DIRECTOR OF NURSING
 Program 5255 MATERNAL HEALTH
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: SALARIES-REGULAR
 Reference Acct:

Short desc: SAL-REG
 Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	34,110.14	.00	.00	388,635.00
02	15,184.09	.00	.00	.00
03	20,668.37	.00	.00	.00
04	19,184.49	.00	.00	.00
05	21,945.76	.00	.00	.00
06	31,640.25	.00	.00	.00
07	23,775.52	.00	.00	.00
08	21,501.67	.00	.00	.00
09	11,404.50	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	199,414.79	.00	.00	388,635.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	199,414.79	Original Budget	388,635.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	199,414.79	Carry Fwd Budget	.00
Available Budget	189,220.21	Carry Fwd Bud Tfr	.00
Percent Used	51.31	Revised Budget	388,635.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	388,635.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	388,635.00	PRESENT	388,635.00
	.00	COMMISSION	.00
		APPROVED	388,635.00

increase
\$ 61167

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Totals

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Project Strings

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User Defined Fields

Account Inquiry [Rowan County]

Account

Fund	1010	GEN FD	Acct	1010-51-5117-5100-5120-5255-000-5-520-005-
Org	1155255	MTNL H EXP	Acct name	HEALTH INSURANCE
Object	520005	HLTH INSUR	Type	Expense
Project			Rollup	
			Sub-Rollup	

Account Notes

MULTIPLY FUND

4 Year Comparison	GAAP w/Carry Forward	History	4 Year Graph	History Graph
Yr/Per 2023/09	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	77,128.00	60,284.00	54,986.00	.00
Transfers In	.00	.00	4,000.00	.00
Transfers Out	.00	.00	-11,392.00	.00
Revised Budget	77,128.00	60,284.00	47,594.00	.00
Actual (Memo)	39,350.36	45,385.59	44,229.91	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	37,777.64	14,898.41	3,364.09	.00
Percent used	51.02	75.29	92.93	.00

INCREASE
\$ 3000

Account Notes

Account Inquiry (Rowan County)

Account

Fund	GEN FD	Acct
1010	1010	1010-51-5117-5100-5255-000-5-520-010-

Org	1155255	MTNL H EXP	Acct name	MEDICARE TAX
-----	---------	------------	-----------	--------------

Object	520010	MEDTAX	Type	Expense
--------	--------	--------	------	---------

Project Rollup

Sub-Audio

— **Mutual Fund** —

4 Year Comparison	GAAP w/Carry Forward	History	4 Year Graph	History Graph
-------------------	----------------------	---------	--------------	---------------

Yr/Per	2023/03	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget		5,432.00	4,216.00	4,174.00	.00
Transfers In		.00	.00	.00	.00
Transfers Out		.00	.00	-865.00	.00
Revised Budget		5,432.00	4,216.00	3,309.00	.00
Actual (Memo)		2,683.99	3,091.62	2,959.90	.00
Encumbrances		.00	.00	.00	.00
Requisitions		.00			.00
Available		2,748.01	1,124.38	349.10	.00
Percent used		49.41	73.33	89.45	.00

1801 #

Account Inquiry [Rowan County]

三

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Account Inquiry [Rowan County]

Account

Fund	1010	Acct	1010-51-5117-5100-5120-5255-000-5-520-015-
------	------	------	--

Org	1155255	MTNL H EXP	Acct name	RETIREMENT
-----	---------	------------	-----------	------------

Object	520015	RETIREMENT	Type	Expense	Status	Active

Project Rollup

Sub-Ratup

Fund 40000 -

	GAAP w/Carry Forward	History	4 Year Graph	History Graph
Yr/Per 2023/09	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	46,887.00	31,429.00	29,969.00	.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	-6,209.00	.00
Revised Budget	46,887.00	31,429.00	23,760.00	.00
Actual (Memo)	24,228.72	25,996.52	21,934.09	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	22,658.28	5,432.48	1,825.91	.00
Percent used	51.67	82.72	92.32	.00

increasing

#15932

☐ Account Notes

Account Inquiry (Rowan County)

Account

















Fund	1010	GEN FD	Acct	1010-51-5117-5100-5120-5255-000-5-520-020-
------	------	--------	------	--

Acci name SOCIAL SECURITY TAX

Type	Expense	Status	Active
------	---------	--------	--------

Rollup Sub-Rollup

Multi-Fund

4 Year Comparison	GAAP w/Carry Forward	History	4 Year Graph	History Graph
Yr/Per 2023/09				
Original Budget	23,183.00 	Fiscal Year 2023	17,996.00 	Fiscal Year 2021
Transfers In	.00 		.00 	17,814.00 
Transfers Out	.00 		.00 	.00 
Revised Budget	23,183.00		17,996.00	-3,691.00 
Actual (Memo)	11,476.52 		13,219.44 	14,123.00
Encumbrances	.00 		.00 	12,515.57 
Regulations	.00 			.00 
Available	11,706.48		4,776.56	1,607.43
Percent used	49.50		73.46	88.62

increase
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Project Strings

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User Defined Fields

Account Inquiry [Rowan County]

Account

Fund 1010 GEN FD 1010-51-5117-5100-5120-5255-000-5-520-025-

Org 1155255 MTNL H EXP Acct name WORKERS COMPENSATION

Object 520025 WKER COMP Type Expense Status Active

Project ☐ Rollup ☐ Sub-Rollup ☐

☐ Account Notes

☐ Multi-Fund

4 Year Comparison	GAAP w/Carry Forward	History	4 Year Graph	History Graph
Yr/Per 2023/09	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	9,262.00	5,626.00	6,402.00	.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	-1,344.00	.00
Revised Budget	9,262.00	6,626.00	5,058.00	.00
Actual (Memo)	4,856.86	5,344.57	4,507.43	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	4,405.14	1,281.43	550.57	.00
Percent used	52.44	80.66	89.11	.00

INVOICED
#310

Account Inquiry [Rowan County]

二















D M S T P
 Detail Montha Seq Flood Totals Project
 User Defined Fields

Account Inquiry [Rowan County]

Account

Fund	1010	GEN FD	Acct
Org	1155255	MTNL H EXP	Acct name
Object	520030	401K CONTR	Type
Project		Expense	Status
			AC

Mutiple Fund

4 Year Comparison	GAAP w/Carry Forward	History	4 Year Graph	History Graph	
Yr/Per 2023/09	Fiscal Year 2023		Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	11,574.00		9,133.00	8,811.00	.00
Transfers In	.00		.00	.00	.00
Transfers Out	.00		.00	-1,850.00	.00
Revised Budget	11,574.00		9,133.00	6,961.00	.00
Actual (Memo)	5,686.20		6,268.34	6,063.64	.00
Encumbrances	.00		.00	.00	.00
Requisitions	.00				.00
Available	5,887.80		2,864.66	897.36	.00
Percent used	49.13		68.63	87.11	.00

increase 2158

Display detail information for current account.





BA-09-378 - BOC 04-03

Final Audit Report

2023-03-14

Created:	2023-03-13
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgEsxer-v2ELSdaoDKUKI78h97c1qBfXG

"BA-09-378 - BOC 04-03" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-03-13 - 4:56:22 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-03-13 - 4:56:58 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-03-14 - 1:43:13 AM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-03-14 - 1:43:13 AM GMT



Adobe Acrobat Sign

Sharpless, Teresa F.

From: Nance, Pam
Sent: Tuesday, March 14, 2023 8:28 AM
To: Bevis, Lisa F; Oleen, Melissa J; Sharpless, Teresa F.
Cc: Kitalong-Will, Ann M; Lyda, Laurie L
Subject: RE: Salisbury-Rowan Community Foundation - BA catch-up

List of Temporary Part-time staff include:

Blevins, Holly-Anne
Cummings, Diana
Earnhardt, Sharon
Eller, Melissa
Freeze, Gary
Harvey, Larry
Mabe, Catherine
Moody, Denise
Morris, William
Smith, Deerdre
Teague, Sherin

Pam Nance

Administrative Assistant

704-216-8231

Pam.Nance@rowancountync.gov

201 West Fisher Street

Salisbury, NC 28144

From: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Sent: Tuesday, March 14, 2023 8:25 AM
To: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Nance, Pam <Pam.Nance@rowancountync.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Lyda, Laurie L <Laurie.Lyda@rowancountync.gov>
Subject: RE: Salisbury-Rowan Community Foundation - BA catch-up

Teresa,

Can you check the grant budget and prepare a BA please? If you have any questions I can help.

Melissa,

Do you know the names of the employees who will be paid from this grant? Or the positions, and how many hours a week? This will help Teresa in the budgeting process.

To my knowledge, a check has not been received yet. I will keep checking.

Thanks.
Lisa

From: Oleen, Melissa J <Melissa.Oleen@rowan-county.nc.gov>
Sent: Monday, March 13, 2023 6:36 PM
To: Bevis, Lisa F <Lisa.Bevis@rowan-county.nc.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowan-county.nc.gov>
Cc: Nance, Pam <Pam.Nance@rowan-county.nc.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowan-county.nc.gov>;
Lyda, Laurie L <Laurie.Lyda@rowan-county.nc.gov>
Subject: Salisbury-Rowan Community Foundation - BA catch-up

Hello Lisa and Teresa –

I am playing catch-up on this grant award. I do not know the Project Code.

The commissioners approved to accept the Salisbury-Rowan Community Foundation funds (\$3,500) on January 3, 2023. These funds will be used to pay temporary staff to work on the Salisbury Post Morgue Preservation Project.

I was out of town December 27 through January 13 and this is the first time I am following up with Finance about the preparation of a BA to budget salaries and benefits for temporary SPMPP staff. The library has not received a physical grant check in the amount of \$3,500.

These funds will be used just like Project Code 30008 (Robertson Grant) so a BA that reflects salaries, medicare, SS Tax, and W/C is needed. Lisa prepared this for us with Project 20008.

So my questions are –

- 1) Has the funding been received by Finance?
- 2) The Salisbury-Rowan Grant funds require expense lines unique to it, correct? Staff may ask me if *all* grant funds will be/can be put in the same expense pots or if we will have multiple pots to monitor and I want to be sure I tell them correctly.
- 3) What do you need from me to help prepare the BA?

Thank you for your assistance,
Melissa

Salisbury-Rowan Community Foundation: SPMPP grant timeline:

Jan 3, 2023: Grant funding accepted by commissioners

Dec 19, 2022: Library notified SRCF has awarded grant funding in the amount of \$3,500.

Sept 1, 2022: SRCF Grant application submitted by library

Aug 15, 2022: Salisbury-Rowan Community Foundation Grant application approved by commissioners for submission

Melissa J. Oleen
Director, Rowan Public Library
704-216-8233

Sharpless, Teresa F.

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To: Bevis, Lisa F; Oleen, Melissa J; Sharpless, Teresa F.
Cc: Kitalong-Will, Ann M; Lyda, Laurie L
Subject: RE: Salisbury-Rowan Community Foundation - BA catch-up

List of Temporary Part-time staff include:

Blevins, Holly-Anne
Cummings, Diana
Earnhardt, Sharon
Eller, Melissa
Freeze, Gary
Harvey, Larry
Mabe, Catherine
Moody, Denise
Morris, William
Smith, Deedre
Teague, Sherin

Pam Nance

Administrative Assistant

704.216.8231

Pam.Nance@rowancountync.gov

201 West Fisher Street

Salisbury, NC 28144

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To: Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Nance, Pam <Pam.Nance@rowancountync.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Lyda, Laurie L <Laurie.Lyda@rowancountync.gov>
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Sent: Monday, March 13, 2023 6:36 PM
To: Bevis, Lisa F <Lisa.Bevis@rowan-county.nc.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowan-county.nc.gov>
Cc: Nance, Pam <Pam.Nance@rowan-county.nc.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowan-county.nc.gov>; Lyda, Laurie L <Laurie.Lyda@rowan-county.nc.gov>
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Aug 15, 2022: Salisbury-Rowan Community Foundation Grant application approved by commissioners for submission

Melissa J. Oleen
Director, Rowan Public Library
704-216-8233

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name					
Position Title					
Hours (per week)	40	Increase	\$ 3,500.00	Grade	26
Position Title, Salary, Grade - confirmed with Human Resources:			Yes	No	

<u>Salary / Benefits</u>		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ 3,230.00	\$ -	\$ -	\$ 3,230.00 *
	\$1,000				
Health Insurance	/ Mo	-	-	-	-
Medicare	1.45%	47.00	-	-	50.00
Retirement	12.85%	-	-	-	-
Social Security	6.20%	201.00	-	-	210.00
Workers Comp (Varies)	0.25%	9.00	-	-	10.00
401(k)	3.00%	-	-	-	-
Total Salary / Benefits		3,487.00	-	-	3,500.00 *
<u>Other Costs</u>					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		\$ 3,487.00	\$ -	\$ -	\$ 3,500.00









BA-09-418 - BOC 04-03

Final Audit Report

2023-03-14

Created:	2023-03-14
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAozSyoLNQDW9eoasU0E_y56BAU31ZAY9-

"BA-09-418 - BOC 04-03" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-03-14 - 1:15:31 PM GMT- IP address: 24.123.188.14
-  Document emailed to melissa.oleen@rowancountync.gov for signature
2023-03-14 - 1:16:26 PM GMT
-  Email viewed by melissa.oleen@rowancountync.gov
2023-03-14 - 2:18:58 PM GMT- IP address: 104.47.58.254
-  Signer melissa.oleen@rowancountync.gov entered name at signing as Melissa J. Oleen
2023-03-14 - 2:20:26 PM GMT- IP address: 24.123.188.14
-  Document e-signed by Melissa J. Oleen (melissa.oleen@rowancountync.gov)
Signature Date: 2023-03-14 - 2:20:28 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-03-14 - 2:20:29 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-03-14 - 7:26:51 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-03-14 - 7:26:51 PM GMT



Adobe Acrobat Sign

Sharpless, Teresa F.

From: Bevis, Lisa F
Sent: Monday, March 13, 2023 11:48 AM
To: Bumgarner, Anna R; Sharpless, Teresa F.
Cc: Odell, Mitzi C
Subject: FW: NRA Grant

FYI.

Mitzi, can your team please prepare the journal entry? Teresa, please let Mitzi know the revenue and expense account numbers for the journal entry.

Thanks everyone.

R 1144955-433101-30012
E 1154955-585000-30012

From: Tonya L. Thompson <tthompson@msa.cpa>
Sent: Monday, March 13, 2023 11:44 AM
To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: RE: NRA Grant

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Good morning Lisa,

The noncash portion should be considered for the BA, so the total of the BA should be the full \$2,300.

To record the noncash portion, you will need to do a journal entry for the ~\$1,916 to credit the revenue and debit the expenditure account for the ammo received.

From: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Sent: Friday, March 10, 2023 8:17 AM
To: Tonya L. Thompson <tthompson@msa.cpa>
Subject: NRA Grant

Good morning Tonya,

Cooperative Extension has been awarded a grant from the NRA, for \$384 in funds to purchase clay targets, and the balance in actual ammunition that we have received. The total award in grant value is \$2,300.

We are not sure how to record this in a BA, and a journal entry.

Can you give us direction, please?

Thanks.

Lisa



NORTH CAROLINA

Be an original.

Lisa F. Bevis | Assistant Finance Director
Rowan County Finance Department
130 West Innes St. Salisbury, NC 28144
[p] 704-216-8162 [f] 704-216-8166

www.rowancountync.gov

Tonya L. Thompson

Member State & Local Bar of the U.S.

Senior Manager, CPA

614-251-2727 ext. 416 or 614-251-2727 x23

614-251-2582, 614-251-2582 ext. 416 or 614-251-2582 x23

Any tax advice (including attachments) contained in this communication is not to be used for the purpose of (i) avoiding tax-related penalties or (ii) recommending to another party any tax-related matters addressed in this communication.

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BA-09-488 - BOC 04-03

Final Audit Report

2023-03-22

Created:	2023-03-15
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaOI_RVMs2lb7ml9Uneqi0_FGxEikt0

"BA-09-488 - BOC 04-03" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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Rowan County

G/L ACCOUNT - MASTER INQUIRY

Org code: 1144955 CE-OTHER PROG REVENUES Type: R
 Object code: 449001 EXTENSION GENERAL REVENUE Status: A
 Project code: Budgetary: Y

Fund 1010 GENERAL FUND
 Function 48 ECONOMIC DEVELOPMENT
 Sub Function 4850 COOPERATIVE EXTENSION
 Department 4950 COOPERATIVE EXTENSION
 Division 4955 CE-OTHER PROGRAMS
 Program 0000 NON PROGRAM
 Activity 000 NON ACTIVITY
 Type 4 REVENUES

Full description: EXTENSION GENERAL REVENUE Short desc: EXT GEN RE
 Reference Acct:

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	-4,000.00
02	-60.00	.00	.00	.00
03	.00	.00	.00	.00
04	-107.96	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	-4,376.00	.00	.00	.00
08	-1,838.00	.00	.00	.00
09	-3,698.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-10,079.96	.00	.00	-4,000.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	-10,079.96	Original Budget	-4,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-10,079.96	Carry Fwd Budget	.00
Available Budget	6,079.96	Carry Fwd Bud Tfr	.00
Percent Used	252.00	Revised Budget	-4,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-4,000.00	PRESENT	-4,000.00
	.00	COMMISSION	.00
		APPROVED	-4,000.00

Increase 5,000

Rowan County

G/L ACCOUNT - MASTER INQUIRY

Org code: 1154955 CE-OTHER PROGRAM EXPENSES
 Object code: 583079 EXTENSION-GENERAL EXPENSE
 Project code:

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 48 ECONOMIC DEVELOPMENT
 Sub Function 4850 COOPERATIVE EXTENSION
 Department 4950 COOPERATIVE EXTENSION
 Division 4955 CE-OTHER PROGRAMS
 Program 0000 NON PROGRAM
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES

Full description: EXTENSION-GENERAL EXPENSE
 Reference Acct:

Short desc: EXT GEN RE
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	30.00	.00	.00	2,000.00
02	701.57	.00	12,029.00	12,029.00
03	3,383.27	.00	.00	.00
04	35.59	.00	.00	.00
05	189.72	1,034.33	.00	.00
06	1,207.78	-1,034.33	.00	.00
07	65.47	.00	.00	.00
08	889.80	1,000.00	.00	.00
09	2,308.19	-1,000.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	8,811.39	.00	12,029.00	14,029.00

	CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	8,811.39	Original Budget	2,000.00
Encumbrances	.00	Budget Tranfr In	12,029.00
Requisitions	3,607.40	Budget Tranfr Out	.00
Total	12,418.79	Carry Fwd Budget	.00
Available Budget	1,610.21	Carry Fwd Bud Tfr	.00
Percent Used	88.52	Revised Budget	14,029.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	2,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	14,029.00	PRESENT	2,000.00
	.00	COMMISSION	.00
		APPROVED	2,000.00

Increase 5,000





BA-09-494 - BOC 04-03

Final Audit Report

2023-03-21

Created:	2023-03-15
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq5oAeUvE1HIL6VRfFy7Q9XgKNy0Ti9vf

"BA-09-494 - BOC 04-03" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
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IV. Revaluation and Taxes

Rowan County is scheduled for revaluation during the coming fiscal year, which will be effective for the 2024 Budget. The revaluation process started in November 2021 and is expected to be 98% complete by December 1, 2022. The notices will be mailed by February 1, 2023. Staff should have preliminary estimates before Thanksgiving. According to our County Tax Assessor, based on today's economic climate our value could increase by as much as 4 billion dollars, which would create over \$20 million additional dollars in revenue. However, this estimation is subject to current economy's variability which cannot be predicted with certainty.

This budget addresses inflation and increased debt service with two one-time funding sources, while also anticipating that the revaluation will increase our revenue without raising taxes in 2024.

The larger one-time funding sources are:

1. ARPA Funding \$10,000,000
2. Property Sale \$3,053,000

These one-time funding sources are allowing the following to proceed WITHOUT a tax increase, as detailed below:

1. Bond Issuance to build the RCCC facility	\$2,105,725	
2. Principal Rowan Salisbury Schools \$55 Million	\$2,750,000	
3. Interest Rowan Salisbury Schools \$55 Million	\$807,000	
4. RCCC Operating Expense Increase	\$164,562	
5. RSSS Operating Expense Increase	\$1,427,830	
6. Kannapolis Operating Expense Increase	\$285,812	
7. Charter Schools Operating Expense Increase	\$331,078	
8. 5 New Positions (Planning, Inspection & Animal Control)	\$508,13	
9. Cost of Living Expense	\$5,657	
10. Fuel and Utility Increases	\$1,172	
TOTAL	\$15,280,1	74,970,000 + 9,685,000 + 9,256,000 + 92,911,000 *

We are in a unique situation where the funding is needed due to inf new values have not been set. If the new values do not create at le new revenue, taxes will need to be raised or across the board cuts w. for the FY 2024 budget.

On May 24, 2022 Billionaire Pershing Square hedge fund manager Bill Ackman said, "There is no prospect for material reduction in inflation unless the Fed aggressively raises rates, or the stock market crashes, catalyzing an economic collapse and demand

deducted from a/c
shall not
deducted it
from spread
sheet only

ORG	OBJECT	ACCOUNT DESCRIPTION	ORIGINAL ESTIM	REVISED ESTIM	ACTUAL YTD	ACTUAL MTD	REMAINING	ANNUALIZED	OVER/UNDER	BA AMOUNT
1154124	562020	562020 MOTOR FUELS & LUBRICANT	3,400.00	3,400.00	866.88	130.79	2,533.12	1,300.32	2,099.68	
1154134	562020	562020 MOTOR FUELS & LUBRICANT	135,000.00	85,000.00	24,710.84	2,704.99	60,285.16	37,066.26	47,933.74	20,000.00
1154220	562020	562020 MOTOR FUELS & LUBRICANT	10,500.00	10,500.00	1,591.24	175.45	8,908.76	2,386.86	8,313.14	2,000.00
1154250	562020	562020 MOTOR FUELS & LUBRICANT	42,000.00	42,000.00	18,750.09	2,057.32	23,249.91	28,125.14	13,874.87	5,000.00
1154331	562020	562020 MOTOR FUELS & LUBRICANT	2,100.00	2,100.00	-	-	2,100.00	-	2,100.00	
1154332	562020	562020 MOTOR FUELS & LUBRICANT	15,000.00	10,000.00	-	-	10,000.00	-	10,000.00	8,000.00
1154371	562020	562020 MOTOR FUELS & LUBRICANT	298,500.00	298,500.00	167,557.56	17,202.92	130,942.44	251,336.34	47,163.66	20,000.00
1154410	562020	562020 MOTOR FUELS & LUBRICANT	1,050,000.00	740,000.00	337,383.17	40,409.34	402,616.83	506,074.76	233,925.25	
1154412	562020	562020 MOTOR FUELS & LUBRICANT	7,500.00	7,500.00	-	-	7,500.00	-	7,500.00	
1154529	562020	562020 MOTOR FUELS & LUBRICANT	293,096.00	310,355.00	92,293.58	10,739.26	218,061.42	338,440.37	171,914.53	16,411.00
1154830	562020	562020 MOTOR FUELS & LUBRICANT	9,450.00	9,450.00	1,975.85	268.04	7,474.15	2,963.78	6,486.23	2,000.00
1154950	562020	562020 MOTOR FUELS & LUBRICANT	1,500.00	1,500.00	549.68	84.87	950.32	824.52	675.48	
1155185	562020	562020 MOTOR FUELS & LUBRICANT	15,000.00	15,000.00	6,975.55	845.64	8,024.45	10,463.33	4,536.68	1,500.00
1155215	562020	562020 MOTOR FUELS & LUBRICANT	5,000.00	23,289.00	51.73	51.73	23,237.27	77.60	23,211.41	
1155228	562020	562020 MOTOR FUELS & LUBRICANT	500.00	500.00	-	-	500.00	-	500.00	
1155310	562020	562020 MOTOR FUELS & LUBRICANT	18,000.00	18,000.00	4,388.91	510.95	13,611.09	6,583.37	11,416.64	5,000.00
1156110	562020	562020 MOTOR FUELS & LUBRICANT	16,500.00	16,500.00	3,178.17	509.15	13,321.83	4,767.26	11,732.75	5,000.00
1156230	562020	562020 MOTOR FUELS & LUBRICANT	63,000.00	53,000.00	20,310.12	3,940.42	32,689.88	30,465.18	22,534.82	5,000.00
1156237	562020	562020 MOTOR FUELS & LUBRICANT	5,250.00	5,250.00	1,884.94	239.91	3,365.06	2,827.41	2,422.59	
1156338	562020	562020 MOTOR FUELS & LUBRICANT	32,000.00	12,000.00	2,803.71	977.70	9,196.29	4,205.57	7,794.44	3,000.00
1156240	562020	562020 MOTOR FUELS & LUBRICANT	1,500.00	1,500.00	-	-	1,500.00	-	1,500.00	
1156410	562020	562020 MOTOR FUELS & LUBRICANT	1,350.00	1,350.00	562.09	63.65	787.91	843.14	506.87	
1156420	562020	562020 MOTOR FUELS & LUBRICANT	69,000.00	69,000.00	20,902.15	2,515.90	48,087.85	31,353.23	37,646.78	
1156440	562020	562020 MOTOR FUELS & LUBRICANT	3,300.00	3,300.00	1,113.61	185.68	2,186.39	1,670.42	1,629.59	
1010	GENERAL FUND		2,078,446.00	1,738,994.00	707,849.87	83,493.71	1,031,144.13	1,061,774.81	677,219.20	92,911.00

AMT NEEDED TO BUDGET BACK TO SCHOOLS CURRENT EXPENSE
DIFFERENCE

92,911.00






BA-09-753 - BOC 04-03

Final Audit Report

2023-03-23

Created:	2023-03-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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"BA-09-753 - BOC 04-03" History

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2023-03-23 - 6:21:20 PM GMT- IP address: 104.47.58.254
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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Aaron Church, County Manager and Anna Bumgarner, Finance Director
DATE: 04/03/2023
SUBJECT: RCCC Design Funding Request

Rowan Cabarrus Community College is requesting additional funding from Rowan County to cover the Design Contract with ADW and other firms related to the construction approved by the GO Bond. The County has already provided \$1,000,000 toward this part of the project and RCCC is requesting an additional \$3.5 million. According to RCCC:

- Design contract is estimated assuming a \$36M project @ 12% fee less 20% which is admin that can be encumbered and paid after bond proceeds are received.
- We are unsure of the amount of the project at this point but using \$36M as the placeholder.
- Fee of 12% is the standard fee for state construction projects. Community Colleges are required to use state construction. We are aware the fee is higher than counties and schools pay.

Vendor	Amount	Status	Note
ADW	3,500,000.00	Estimated contract	Design
Concord Engineering	80,217.20	Payments	borings, testing, survey
Concord Engineering	25,372.80	Outstanding PO	borings, testing, survey
Turner Construction	443,000.00	Outstanding PO	Preconstruction
CMTA	194,000.00	Outstanding PO	Commissioning
ADW	221,500.00	Outstanding PO	Preliminary Design
Total	4,464,090.00		
Less funds previously allocated	(1,000,000.00)		
Total	3,464,090.00		

Attached is a Budget Amendment to appropriate Fund Balance to cover the \$3.5 million.

Board of Commissioners to approve budget amendment to appropriate \$3.5 million in Fund Balance to Rowan Cabarrus Community College for design services related to GO Bonds.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Zack Shepherd, Vaya Health
DATE: 4/3/23
SUBJECT: Vaya Health Update

Please see the attached update regarding Vaya Health.

ATTACHMENTS:

Description

Vaya Health Update

Upload Date

3/22/2023

Type

Cover Memo



Rowan County Board of Commissioners

Zack Shepherd, Community Relations
Regional Director

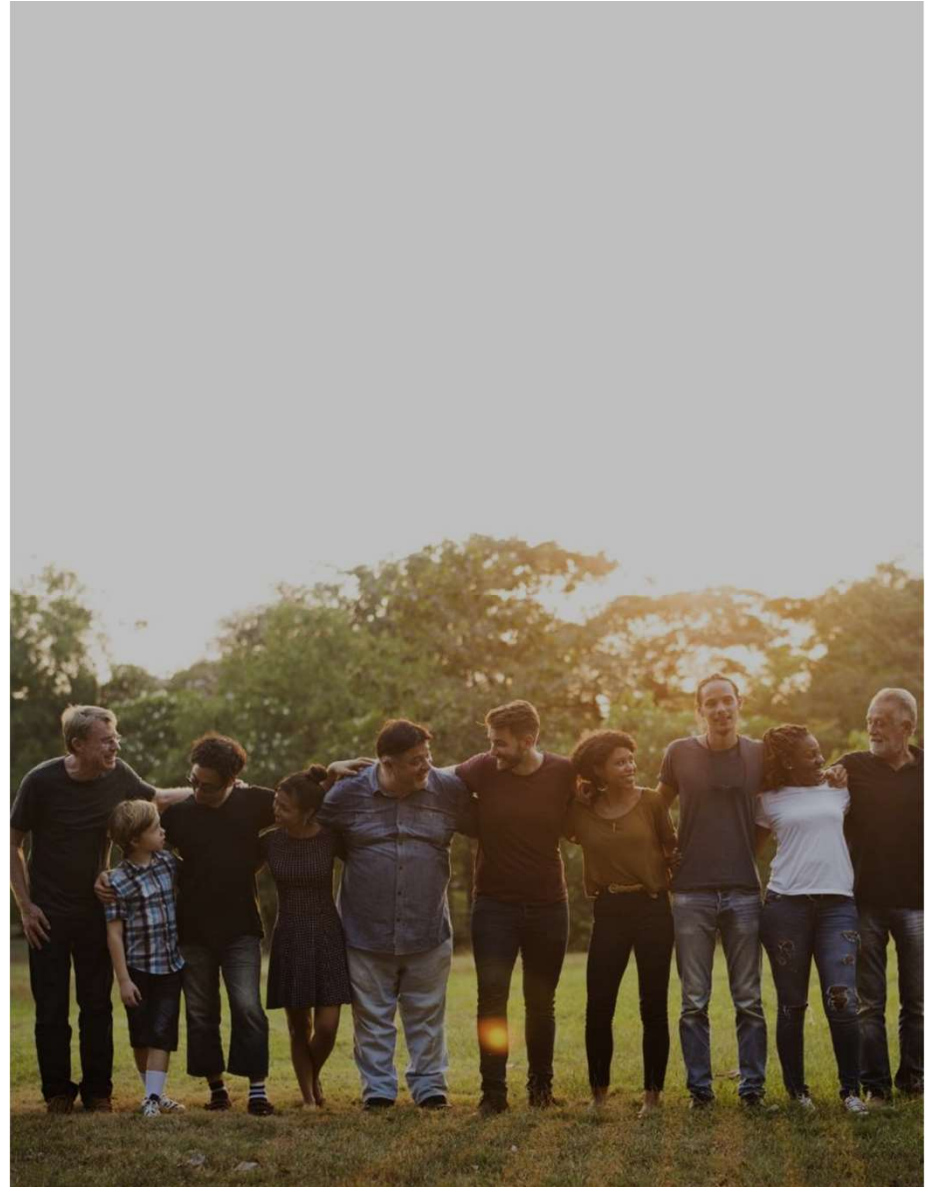
April, 2023



WHO WE ARE

Our Mission: Who We Are

- Vaya Health manages publicly-funded mental health, substance use disorder, intellectual/developmental disability, and traumatic brain injury services.
- Our goal is to successfully evolve in the health care system by embracing innovation, adapting to a changing environment and maximizing resources for the long-term benefit of the people and communities we serve.





Who We Are Today

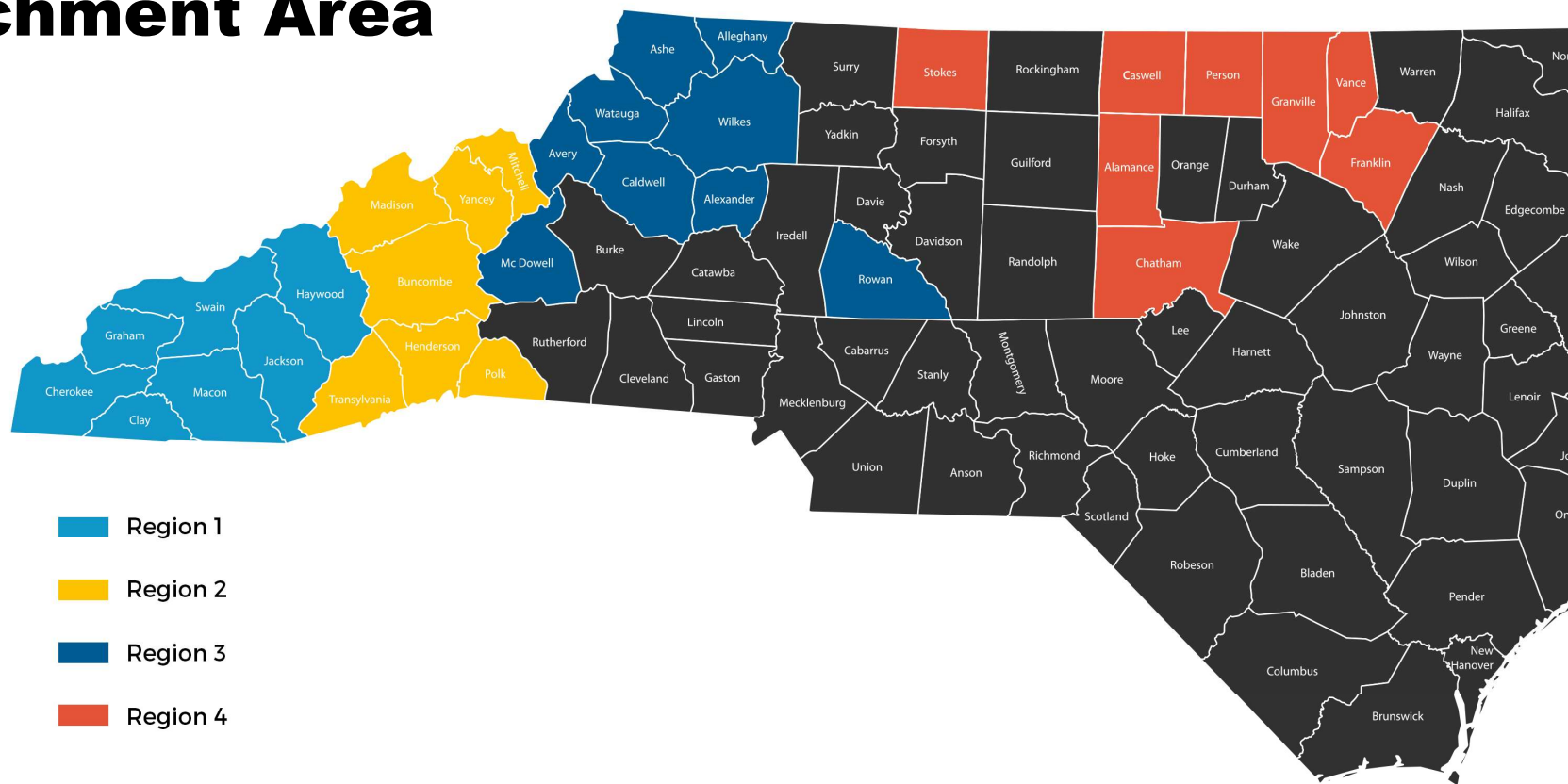
- Vaya is a local political subdivision of the state of North Carolina and a Local Management Entity/Managed Care Organization (LME/MCO) governed by Chapter 122C of the North Carolina General Statutes
- NCGS § 122C-115.4(a): “Local management entities are responsible for the management and oversight of the public system of mental health, developmental disabilities, and substance abuse services at the community level. An LME shall plan, develop, implement, and monitor services within a specified geographic area to ensure expected outcomes for consumers within available resources.”
- Vaya is also a Medicaid Prepaid Inpatient Health Plan (PIHP) as set forth in 42 CFR Part 438, the federal Medicaid Managed Care rules, and currently operates the 1915(b)/(c) combined Medicaid waiver in Vaya’s 31-county region.



What We Are Becoming

- In December 2022, Vaya launched Tailored Care Management (TCM) integrated care that addresses the whole person: physical health, behavioral health, I/DD, TBI, pharmacy, long-term services and supports (LTSS) and unmet health-related resource needs.
- Starting October 2023, Vaya will become a Prepaid Health Plan (PHP) responsible for managing a Behavioral Health I/DD Tailored Plan, an integrated health plan designed for individuals with significant behavioral health and I/DD needs
- As a Tailored Plan, Vaya will also serve other special populations, including Innovations and Traumatic Brain Injury (TBI) waiver enrollees, and waitlist members, and be responsible for managing the state's non-Medicaid behavioral health, I/DD, and TBI services for uninsured and underinsured North Carolinians.

Vaya Health Catchment Area





Benefit Plans – Current State

Technically we have two health plans

“One” authorized under the combined 1915(b)/(c) Waiver, which encompasses two “benefit” plans

→ 1915(b) MH/DD/SA Health Plan Waiver (which allows State to waive freedom of choice (closed network) and enroll members in managed care, and allows Vaya to use managed care savings to offer additional benefits under Section 1915(b)(3) authority)

→ 1915(c) HCBS Innovations Waiver

One authorized under our contract with DMH/DD/SAS to manage non-Medicaid services (county, state, grant funding)

None of our current health plans include NC Health Choice, 0-3 population, or physical health/ pharmacy

Benefit Plans – Future State

We will have two distinct health plans (“products”) listed separately on our website

One plan authorized under the 1115 Medicaid Reform Demonstration Waiver, 1915(i) Waiver, 1915(c) HCBS Innovations Waiver, and our TP contract with DHB. Collectively, this is referred to as the **BH and I/DD Tailored Plan**.

- Moving forward we will be branding this as **Vaya Total Care™** (e.g., BCBSNC refers to their Standard Plan as “Healthy Blue”).
- *Integrated (physical, pharmacy, BH, IDD, TBI, LTSS) plan for Medicaid & NC Health Choice populations, including 0-3, who meet TP eligibility criteria and don’t opt out*
- *BH/IDD/TBI-only plan for State-funded Services Recipients*
- *This will look like three “benefit” plans (Medicaid/NCHC, Innovations, State-funded)*
- *Will add the 1915(c) TBI Waiver when expanded to the Vaya region*

One plan authorized by DHB contract (not a waiver) to operate the **Medicaid Direct PIHP**

- *Populations include Medicaid & NC Health Choice who were carved out of managed care (e.g., CAP-C, CAP-DA, dual eligible) or opted out (e.g., tribal)*
- *BH/ IDD/ TBI Only*
- *Physical health, pharmacy, and LTSS will continue to be managed by DHB on a fee-for-service basis*
- *Medicaid Direct population is larger than TP population*



Provider Staffing Stabilization Plan



Vaya's Aim

- **Track staffing and services** at all Comprehensive Care Centers (CCCs).
 - Vaya posts results on Vaya's SharePoint site to alert where services are impacted by staff shortages
- Develop additional strategies to **support providers**, in coordination with the Workforce Development Workgroup of Vaya's Provider Advisory Council
- **Engage community organizations** to explore system-wide solutions



Network Stabilization Priorities

Current Provider Network Stabilization Priorities:

1. Supporting **providers delivering a required crisis service** to Vaya Members
2. Supporting **providers delivering emergency walk-in services** in the Vaya catchment area
3. Supporting providers **unable to provide their contracted services due to workforce shortages**

Network Stabilization Strategies

Current Strategies:

- ✓ **Enhanced rates** for Mobile Crisis and Facility Based Crisis services to recruit and retain crisis staff
- ✓ **Enhanced rates** for all rural crisis walk-in centers to stabilize staffing in rural communities
- ✓ Executed **retro Medicaid payments** in FY21 and FY22 to stabilize provider cash flow
- ✓ **Reconfigured contracts** to move funding into non-unit cost reimbursement or through capitation payments to allow for sign-on bonuses, retention bonuses, and other financial supports
- ✓ **Enhanced rates** for all Mental Health and I/DD providers through 11/30/22

Network Stabilization Strategies (cont'd)

Current Strategies:

- ✓ **Expanded use of Telemedicine** in line with the revised NC Medicaid Clinical Coverage Policy 1H
- ✓ **Improved communication** between providers and local communities on where and how to access services
- ✓ **Continued COVID-19 approved In Lieu of Services (ILOS)** to provide service flexibilities to providers
- ✓ **Removed prior authorization approvals** to reduce provider administrative efforts while improving access to medically necessary services
- ✓ Continued to work with **school-based behavioral health services** to explore and remove barriers in accessing care
- ✓ **Engage county government resources**, such as economic development and county resources
- ✓ Continue to **support Appendix K flexibilities** for I/DD Providers



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Justan Mounts, Veterans Services Director
DATE: 3/20/23
SUBJECT: Request to Use West End Plaza Parking Lot

The City of Salisbury is hosting the 2023 Cheerwine Festival in partnership with Cheerwine, Saturday, May 20, 2023 in downtown Salisbury from 12 noon to 10 P.M. The City of Salisbury is requesting permission to use the West End Plaza parking lot for satellite parking from 6:00 P.M. On Friday, May 19, 2023 through midnight on Saturday, May 20, 2023. Visitors will use public transportation as a mobility option during the Cheerwine Festival. We will use our current bus stops.

Approve the use of the West End Plaza parking lot for the Cheerwine Festival with a provision to the contract added for a required parking attendant provided by Salisbury, not to include the law enforcement officer.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Evin Burleson, Executive Director
DATE: 4/3/23
SUBJECT: Budget Appropriation Increase for Rowan Museum

ATTACHMENTS:

Description

Rowan Museum Request

Upload Date

3/24/2023

Type

Cover Memo



ROWAN MUSEUM

PROPERTIES

1766 Michael Braun House
1819 Utzman - Chambers House
1840 Woodson - Valentine House
1857 Third Rowan County Courthouse
1903 China Grove Roller Mill

BOARD OF DIRECTORS

Norman Ribelin, *President*
Terry Holt, *Vice President*
Amy Pruitt, *Secretary*
Larry C. Brown, *Treasurer*

Michael Birzer
Stephen Brown
Graham Corriher
Ben Fisher
Joy Fisher
Justin Fisher
Doug Glasgow
Judy Haire
John Kesler
Randy Lassiter
James Miller
Terri Myers
Theresa Pierce
Sandra Roakes
Angela Thompson
Kay Wilson

STAFF

Evin Burleson
Executive Director

Tricia Denton Creel
Education Coordinator

John Giudice
Facilities Manager

March 23, 2023

Chairman Greg Edds
Rowan County Commission
130 West Innes Street
Salisbury, NC 28144

RE: Budget Appropriation Increase for the Rowan Museum, Inc.

Dear Mr. Chairman and Commissioners:

The Rowan Museum requests to be included on the agenda for the Board of Commissioners meeting on April 3rd at 3pm. We would like to give a presentation highlighting the Rowan Museum's mission and works in the community, as well as our commitment to history education in Rowan County. We just entered our 70th year of service and face unexpected changes and financial uncertainty.

Thank you for your consideration and the great work you do for our county.

Evin Burleson
Executive Director

To the Members of the Rowan County Commissioners

The history of our county is invaluable to our citizens and visitors. Education is at the forefront of our mission. We want to thank you for your past financial support, the West End Plaza storage space, and continued exterior maintenance of the Old Courthouse. Recently, the Rowan-Salisbury School system directed Horizons Unlimited to teach STEM exclusively. The elimination of history left the Setzer School in flux. Horizons requested that we take over the use of Setzer School as to not leave it abandoned. At present our staff consists of two full time and one limited consultant. As you are aware we operate the Old Court House, Utzman-Chambers House, Old Stone House, and China Grove Roller Mill through your support.

The Rowan Museum offers dozens of educational opportunities for all ages throughout the year. We have educational events like Springtime in the Backcountry, Farmers Day, Germanfest, and Old Stone Christmas which create fun, family-friendly learning opportunities. During the year, we provide in-class school lessons, schools tours, group tours, summer camps, children's craft events, history lectures, and a 9-week Rowan County history class, which currently has 107 attendees. Our goal is to provide history lessons for all age groups that are not cost prohibitive.

Now, we could use more financial help from the county if the budget allows. Additional funding would help us cover Setzer and more staff to keep continue our educational mission. While many counties operate and fund their own county museums, appropriating funds to the Rowan Museum helps keep our museum functioning and saves the county a significant amount of money. Our public/private partnership is advantageous to both parties. With an aging donor base and lower grant funding than previous years, our museum worries annually about whether we will meet our budget. Thankfully, we have been finally stable since the end of the recession, due to a few generous donors and creative fundraising. With rising inflation and higher costs, the Rowan Museum desperately needs more county funding to pick up where the school system falls short in history education. Typically, Rowan County appropriates \$18,000 to the museum, we are requesting \$25,000 to meet the current economic climate.

Again, please consider our request for additional educational funding.

Evin Burleson, Executive Director
Terry Holt, Board President
Rowan Museum

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: Sarah Pack, Clerk to the Board
DATE: 4/3/23
SUBJECT: Consider Approval of the Minutes 3/20/23

Please approve the minutes from the 3/20/23 meeting.

ATTACHMENTS:

Description	Upload Date	Type
3/20/23 Minutes	3/24/2023	Cover Memo

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



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

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

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

March 20, 2023 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

PRESENT:

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

County Manager Aaron Church, Clerk to the Board Sarah Pack, County Attorney Jay Dees, and Finance Director Anna Bumgarner were also present.

Call to Order

Chairman Edds called the meeting to order at 6:00 p.m. Chaplain Michael Taylor provided the invocation. Chairman Edds lead the Pledge of Allegiance.

Consider Additions to the Agenda

Chairman Edds requested an addition to the agenda as Consent Agenda Item P:

- Sole Source and Contract with P&G Security for Dan Nicholas Park

Consider Deletions From the Agenda

There were no deletions from the agenda.

Consider Approval of the Agenda

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve the agenda as amended.

Consider Approval of the Consent Agenda

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve the Consent Agenda as amended, as follows:

- Courthouse Roof Replacement Change Order*
- Amendment #3 - Benesch - Woodleaf Park Project*
- Budget Amendments, as follows:*

<i>Social Services</i>	<i>To budget additional funding for Low Income Water Assistance Program and Refugee Assistance</i>	<i>\$249,690</i>
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<i>Public Health</i>	<i>To budget for University of North Carolina Medical South Lifestyle Study rewarded money</i>	<i>\$2,500</i>
<i>Finance</i>	<i>To reallocate funds for Postage</i>	<i>\$9,050</i>
<i>Public Library</i>	<i>To recognize State Aid for the Library as part of American Rescue Plan Act Fiscal Recovery Funds</i>	<i>\$109,834</i>

D. Contract Change Order - CST Fleet Services

E. GRANT AGREEMENT: Fiscal Year 2022 Rowan Transit 5310 ("Operating Grant")

F. Schedule Public Hearing for Z 01-23 (Rockwell Extra Territorial Jurisdiction Release) for April 17, 2023

G. Schedule Quasi-judicial Hearing for Special Use Permit 01-23: Millbridge Speedway for April 17, 2023

H. GRANT APPLICATION: Emergency Services request to apply for North Carolina Emergency Management Capacity Building Grant

I. Tax Refunds for Approval

J. Fiscal Year 2024 Federal Appropriations Requests

K. Consider Approval of the Minutes from the March 6, 2023, meeting

L. Unclaimed Property

M. GRANT AGREEMENT: Funding Agreement for Session Law 2022-74

N. Martin Starnes Audit Contract

O. Duke Energy Tower Site Agreement

P. Sole Source and Contract with P&G Security for Dan Nicholas Park (Agenda Addition)

Special Recognition

Vice-Chairman Greene recognized the West Rowan Girls Basketball team for their accomplishments during their 2022/2023 season and presented a Proclamation Honoring the 2022-2023 West Rowan High School Girls Basketball Team. Todd Bell is the athletic director at West Rowan High School was invited to the front of the room and presented with a framed copy of the Proclamation.

Coach Ashley Poole was invited to the front of the room to be recognized.

Vice-Chairman Greene read the Proclamation aloud and recognized each member individually.

Coach Poole commended the players for their hard work. Mr. Bell said the community support for the team was tremendous.

The Board congratulated the team, coach, and athletic director for their achievements. Coach Poole presented each team member with a copy of the Proclamation.

On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve a Proclamation Honoring the 2022-2023 West Rowan High School Girls Basketball Team, as follows:

PROCLAMATION HONORING THE 2022-2023 WEST ROWAN HIGH SCHOOL GIRLS BASKETBALL TEAM

WHEREAS, the West Rowan High School Girls Basketball Team, under Head Coach Ashley Poole, is hereby recognized and honored for their 2022-2023 victorious basketball season; and

WHEREAS, by their extraordinary efforts, the following members of this dynamic and talented team are to be congratulated for their remarkable and triumphant season: Makaylah Tenor, Dede Cuthbertson, Demya Phifer, Sarah Durham, Aubrey Martin, Kennedy Clawson, Jamecia Huntley, Mya Edwards, Lauren Arnold, Emma Clarke, Tiara Thompson, and Katie Hoffner; and

WHEREAS, due to the hard work, dedication, and their exceptional chemistry, this outstanding group of Falcons made school history as they finished out a perfect 31-0 season by claiming the 3A State Championship title on March 11, 2023, the first-ever girls basketball team state championship earned in West Rowan High School's history; and

WHEREAS, the individual contributions from each team member were crucial to the successful season; and the tremendous commitment and excellent performance of these young Rowan County women, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Rowan County.

NOW, THEREFORE BE IT PROCLAIMED, that the Rowan County Board of Commissioners does hereby honor and congratulate the West Rowan High School 2022-2023 Girls Basketball Team and Coaching Staff for their incredible achievements and commends them for their display of sportsmanship and leadership as they represented Rowan County.

Attorney Jay Dees commended other local teams on their outstanding athletic accomplishments.

Public Comment Period

John Herbert Morrison, 1710 Statesville Boulevard, Salisbury, said the tax value on his real property increased by 60%. Costs are rising across the board. He asked the Board to consider a revenue neutral tax rate for the upcoming year.

Connie Byrne, 216 Goldston Street, Kannapolis, said she understands that the Board doesn't have control over the property value increase; it is a direct result of the national housing market increase. Expenses for the County are increasing. She commended the Board for their work. She suggested senior citizens apply for tax deferment.

John Mitchell, 4215 Hampton Road, Salisbury, said the Board should tell citizens how much the tax value of real property will increase before the new values are released.

Lisa Lennox, 120 Topsail Road, Salisbury, asked the Board to reconsider the tax revaluation. The COVID-19 pandemic has impacted the housing market dramatically. She discussed the cause and effect relationship of the increased real property tax values and gave related statistics. She gave multiple suggestions as to how to approach this issue.

Charles Isenhour, 820 Mocksville Road, Salisbury, said he has family that had a 128% increase to the tax value of their house. He is more concerned about tax collection than the value increase. Approximately 20% of the time, he sees expired vehicle tags on the road, meaning those people aren't paying taxes and don't have insurance. He showed photographs of homes that don't match the new tax values. He does not agree with how some homes have been valued. Some of the valuations are not fair.

Mike Taylor, 2122 Hopedale Street, Kannapolis, prayed for Sheriff Travis Allen, whose father recently passed away.

Chairman Edds said the revaluation amount comes out in stages. The bill will show the dollar amount. He agreed with Mr. Isenhour about some people not paying taxes. The collection rate is 97.88% which is great, but 100% is better. Often there is a tax lien on these homes, and those taxes are eventually collected. The commissioners are bystanders when it comes to the revaluation process. There is a standard method used to calculate property values, and the Board does not know what the values will be. Some adjacent counties are on the same revaluation schedule as Rowan, and some are not. Chairman Edds gave statistics regarding the average value increase in other counties. This is a state issue and we are in unprecedented times. There are a number of outside factors impacting the process; costs are high all around. He gave statistics to support the value increase. Chairman Edds said the Board understands that some mistakes will be made. The Board expects a tax rate decrease and is working with the County Manager to address a lower rate. Industrial and business development is "the answer." Growth is the hedge against inflation for residential taxation.

Vice-Chairman Greene said the County does not have responsibility for roads. The local municipality or the State of North Carolina is responsible for the maintenance of roads.

Consider Permit to Exceed Noise Ordinance Request (PE 01-23)

Shane Stewart, Planning and Development Assistant Director, said Rod Weaver and Misty Thomas are requesting a permit to exceed the amplified noise ordinance standards for an event on Saturday, May 6th between 1:00 PM and 9:00 PM on their property at 4860 Patterson Road China Grove (Parcel ID 223-003). According to information provided by the property owners, the event, referenced as "One Love Music Festival", will feature a day of "music, food, and fellowship" including miscellaneous vendors, information regarding the American Cancer Society and other assistance organizations, and activities for children. The owners indicated a portion of the proceeds will fund their non-profit organization, Wisdom Way Inc.'s mission – Hands of Hope.

Mr. Stewart showed a site plan of the property and described the layout of the festival. There will be private security. Nineteen letters were sent to neighbors, who were invited as special guests, but no responses were received.

Rod Weaver is the property owner. He said the property is for the community to share and enjoy. He is a humanitarian and sees the need for people to come together.

Chairman Edds invited public comment, but no one spoke.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the permit to exceed the noise ordinance standards, request PE 01-23, for an event on Saturday, May 6th between 1:00 PM and 9:00 PM on their property at 4860 Patterson Road China Grove (Parcel ID 223-003).

Public Hearing – Road Name Change (Brownstone Drive and Tulip Road)

Shane Stewart, Assistant Planning and Development Director, said the following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by North Carolina General Statute 153A-239.1, a public hearing will be held to consider and receive comment for the following road name requests:

1. Currently Known As: **Not Applicable**
Proposed Name: ***Brownstone Drive***
Location: driveway that connects to Jim Neely Road in the 100 block and then connects to US 601 Highway in the 7400 block.
Property Owner: The Equity Group
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: **Not Applicable**
Proposed Name: ***Tulip Road***
Location: driveway that connects to Bull Hill Road in the 100 block and then connects to Jim Neely Road in the 100 block.
Property Owner: The Equity Group
Reason for Change: Change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

At 7:20 p.m. Chairman Edds opened the Public Hearing.

James Hamm, Junior, 155 Jim Neely Drive, Salisbury, said his property is impacted by the name changes. He is a member of the volunteer fire department and is familiar with nearby locations. There have been renumbered and renamed sites at this location.

Mr. Stewart explained the changes and pointed them out on a map. This request did pass a 911 communications review.

Mr. Hamm said there has been confusion with people driving down his driveway looking for the campground.

Hearing no further comments, Chairman Edds closed the Public Hearing at 7:25 p.m.

On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve the proposed road name changes as presented.

Financial Reports

Finance Director Anna Bumgarner presented the financial reports. She compared annual cumulative expenditures, with 2023 totaling \$105,077,293 for February. Annual cumulative revenue is up for 2023, with \$149,418,303 for February. She explained revenues that were one-time drawdowns that factored into this total. In January, the annual cumulative property tax for 2023 was \$87,112,133. In November 2022, the annual cumulative sales tax was \$16,868,940. Ms. Bumgarner compared monthly sales taxes from 2020 to 2023.

Adjournment

At 7:30 p.m., on motion of Pierce, seconded by Greene, the Board voted 5-0 to adjourn.

Sarah Pack, NCCCC
Clerk to the Board

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

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Casey Robinson; Tax Collector
DATE: 4/3/2023
SUBJECT: South Data Inc. Amendment & Approval

Rowan County entered into an agreement with South Data as the Tax Office's main print and mail fulfillment service provider. The contract was originally signed in 2019.

The County request approval to amend the contract with the revised fee schedule provided by South Data and approval to increase the contracted amount for FY23 from \$84,000.00 to \$102,500.00 based on revised fee schedule.

Attached is fee schedule and corresponding email from vendor and the original contract.

Board of Commissioners authorize the County Manager to approve amending the contract to include the revised fee schedule and to increase the contract for FY23 from \$84,000.00 to \$102,500.00 based on revised fee schedule.

ATTACHMENTS:

Description	Upload Date	Type
Original Contract	3/24/2023	Cover Memo
Quote	3/24/2023	Cover Memo

21245

Vendor # 14135

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SOUTHDATA/OSG PRINT AND MAIL FULFILLMENT SERVICES AGREEMENT

THIS CONTRACT IS ENTERED INTO THIS 14th day of Feb., 2017 (hereinafter referred to as the "Contract"). The contract effective date is concurrent with the CLIENT's first live production run with SOUTHDATA/OSG or November 1, 2017, whichever date begins first within the 2017 calendar year.

WHEREAS, OUTPUT SERVICES GROUP is a company organized and existing under the laws of the State of New Jersey, having its principal place of business located at 100 Challenger Road, Suite 303, Ridgewood Park New Jersey 07860, U.S.A. (hereinafter referred to as "SOUTHDATA/OSG"), and is engaged in the business of providing print and mail fulfillment and other related services (hereinafter referred to as the "SOUTHDATA/OSG Services"); and

WHEREAS, Rowan County Tax Administration, is an entity organized and existing under the laws of the State of North Carolina, having its principal place of business located at 402 N Main St., Salisbury, NC 28144 (hereinafter referred to as the "CLIENT"); and

WHEREAS, the CLIENT has agreed to engage SOUTHDATA/OSG, and SOUTHDATA/OSG has agreed to be engaged by CLIENT to provide the SOUTHDATA/OSG Services to CLIENT in accordance with the terms of the Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

SCOPE OF THE CONTRACT

1.1 SOUTHDATA/OSG hereby agrees to provide the SOUTHDATA/OSG Services to CLIENT, and CLIENT hereby agrees to purchase exclusively from SOUTHDATA/OSG the SOUTHDATA/OSG Services in accordance with the terms and conditions provided herein.

1.2 Unless otherwise agreed by the parties, the SOUTHDATA/OSG Services to be provided by SOUTHDATA/OSG shall consist of the print and mail fulfillment and related services described in Appendix A attached hereto.

PRICING AND BILLING

2.1 The prices and compensation to be paid by CLIENT to SOUTHDATA/OSG for the SOUTHDATA/OSG Services shall be in accordance with the amounts provided in Appendix B hereto (the "SOUTHDATA/OSG Prices").

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2.2 The SOUTHDATA/OSG Prices set forth in Appendix B shall remain unchanged for a period of twelve (12) months from the date of this Contract (the "Initial Pricing Period"). Following the termination of the Initial Pricing Period and at the end of every subsequent twelve month pricing period (collectively the "Pricing Periods"), notwithstanding anything to the contrary contained in this Agreement, SOUTHDATA/OSG in its sole discretion shall have the right, to increase SOUTHDATA/OSG Prices contained in Appendix B for the "Affected Items" during the Pricing Period by the greater of 5.0% or the change in the Consumer Price Index - All Urban Consumers, U.S. city average, base period 1982-84 ("CPI") as reported for the most recently completed Pricing Period.

2.3 The SOUTHDATA/OSG Prices may be revised and amended at any time by the parties hereto in a written amendment signed by each of the parties, in accordance with the terms prescribed herein.

2.4 Any and all statements and bills for SOUTHDATA/OSG Services, including, but not limited to processing fees, and any costs and expenses, shall be due and payable by the CLIENT to SOUTHDATA/OSG upon receipt, and in any event, no less than five (5) days in advance of the next scheduled corresponding production date. SOUTHDATA/OSG may accept orders and customer information and files from CLIENT, but will not commence processing procedures or provision of the SOUTHDATA/OSG Services unless and until payments have been received from the CLIENT with respect to said orders and customer files. SOUTHDATA/OSG shall bill the CLIENT on a monthly basis or more frequently, if the Cycle Requirements dictate.

2.5 During the term of this Contract and any renewals thereof, CLIENT shall be responsible for the payment of any and all applicable federal, state, and local taxes, including, but not limited to sales, excise, use and taxes. Exemption from tax payment will be allowed upon the presentation of written proof of exemption and a valid tax exemption number.

2.6 All statements shall be payable to SOUTHDATA/OSG in the form of cash, or check made payable to "SouthData" at 201 Technology Lane, Mount Airy, NC 27030 the address listed herein, or by electronic funds transfer to SOUTHDATA/OSG in accordance with written electronic transfer instructions provided by SOUTHDATA/OSG to the CLIENT.

2.7 In the event that the CLIENT defaults upon or fails to make any payment as scheduled, SOUTHDATA/OSG shall have the right to immediately cease any and all production for the account of the CLIENT.

COSTS AND EXPENSES

3.1 CLIENT shall be responsible for the payment of all costs and expenses incurred by SOUTHDATA/OSG, including, but not limited to expenses for postage, shipping, freight, paper, electronic forms, envelopes, flats and other required supplies in connection with providing the SOUTHDATA/OSG Services in accordance with the terms of this Contract.



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3.2 Payment for any of the foregoing costs and expenses shall be made in accordance with paragraph 2.8 herein. In addition, CLIENT shall establish a Postage Account in the name of, and for the benefit of SOUTHDATA/OSG, with SOUTHDATA/OSG. Each month, CLIENT shall deposit into the Postage Account an amount equal to the prior month's volume and actual postage expenses. A postage deposit equaling two (2) months of estimated postage is required and shall be due and payable two (2) weeks prior to the first scheduled production run. Statements for costs and expenses for postage, shipping and freight shall be billed to CLIENT, and payment may be made to SOUTHDATA/OSG from the Postage Account. SOUTHDATA/OSG reserves the right to monitor the Postage Account and to increase or decrease the required deposit by CLIENT at the sole discretion of SOUTHDATA/OSG.

REPRESENTATIONS AND WARRANTIES

4.1 SOUTHDATA/OSG and the CLIENT jointly and severally represent, warrant and agree as follows:

(a) they have the full legal right, power and authority to enter into this Contract and to consummate all of the transactions contemplated herein;

(b) that in executing and delivering this Instrument, they do so freely and voluntarily, with full legal competency to the best of their knowledge, having received adequate independent legal advice from legal counsel, if desired, and under no duress, pressure or coercion which could negate or adversely affect the intentions of the parties as expressed herein; and

(c) that this Agreement, and each and every covenant, promise, representation, warranty and agreement herein, shall be fully binding upon and shall inure to the benefit of the respective heirs, successors, representative, assigns, parents, subsidiaries and other affiliates, of each party hereto.

4.2 The CLIENT acknowledges and agrees that any and all data, documents and information provided by SOUTHDATA/OSG to the CLIENT, including, but not limited to computer software programs, computer data and information, and other proprietary information, are and shall remain the sole and exclusive property of SOUTHDATA/OSG.

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is acknowledged and agreed that SOUTHDATA/OSG shall not be considered an agent, employee or representative of the CLIENT. SOUTHDATA/OSG shall not act on behalf of the CLIENT, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between SOUTHDATA/OSG and the CLIENT, nor is it the intention of the Parties to establish any such relationship.

5.2 Neither SOUTHDATA/OSG nor the CLIENT is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.



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5.3 The Parties shall each use reasonable efforts to take all actions as the other may from time to time reasonably request and to otherwise cooperate with the other in order to avoid or minimize any delay or impairment of the performance of the other's obligations under this Contract.

LIMITATION OF LIABILITY/INDEMNIFICATION

6.1 Except for acts constituting fraud, willful misconduct or gross negligence, SOUTHDATA/OSG, its shareholders, principals, directors, officers, agents, employees and representatives shall not be liable for any damages arising out of the performance of SOUTHDATA/OSG's obligations under this Contract. Notwithstanding the foregoing, under no circumstances will SOUTHDATA/OSG be liable for the damages arising out of the performance of its obligations hereunder or damages arising out of this Contract to the extent that said damages exceed the compensation paid by the Client to SOUTHDATA/OSG for the performance of the SOUTHDATA/OSG Services, nor will SOUTHDATA/OSG be liable for damages for any loss of profits, goodwill, consequential damages.

CONFIDENTIALITY

7.1 Except as provided herein, SOUTHDATA/OSG, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from the CLIENT, including but not limited to any customer lists and information, financial data or other information designated in writing by the CLIENT as proprietary information ("Client Information").

7.2 Except as provided herein, the CLIENT, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from SOUTHDATA/OSG, including but not limited to any operating programs, computer programs, data or other information, and other information designated in writing by SOUTHDATA/OSG as proprietary information (the "SOUTHDATA/OSG Information") (the Client Information and the SOUTHDATA/OSG Information shall be referred to collectively as the "Confidential Information").

7.3 Neither party shall use the Confidential Information for any purpose other than the performance of that party's obligations hereunder nor disclose such information to any third party, without the prior written consent of the other party hereto; provided, however, that the obligation to keep the Confidential Information confidential shall not be applied to information and data that:

- (a) is already lawfully in the possession of the disclosing party, and is not subject to any confidentiality provisions;
- (b) is or hereafter becomes a matter of public knowledge or is available in the public domain independent of any disclosure by the disclosing party;
- (c) is thereafter acquired lawfully from a third party who is not subject to any confidentiality provisions; or
- (d) the disclosing party is legally obligated to disclose.

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TERM

8.1 This Contract shall come into effect immediately as of the date of execution hereof by both parties, and shall remain in force for a period of thirty six (36) months, except as provided for herein. At the expiration of the term, the Contract, including any modifications thereto, shall automatically renew for successive 12 month term, unless either party provides written notice of non-renewal ninety (90) days prior to the expiration of the term of the Contract, or the renewal period, as the case may be.

8.2 In the event that this Contract shall renew in accordance with paragraph 8.1 herein, the terms of the Contract, including any modifications thereto, shall remain unchanged, except that the pricing terms shall be modified in accordance with paragraph 2.2 herein.

TERMINATION

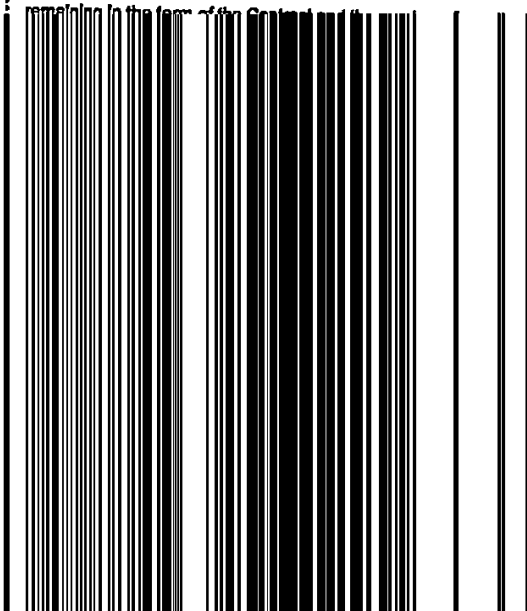
8.1 Either SOUTHDATA/OSG or CLIENT may terminate this Contract with regard to its respective obligations hereunder at any time by giving the other party written notice of such termination, upon the occurrence of any of the following:

(a) any material breach of any of the terms or conditions hereof having been committed by either party, if the breaching party fails to remedy such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party; or

(b) the bankruptcy or insolvency of either party, including, but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency or authority; or

(c) the mutual consent of the CLIENT and SOUTHDATA/OSG to terminate this Contract.

8.2 In the event that SOUTHDATA/OSG terminates this Contract in accordance with paragraph 8.1(a) herein, or if the CLIENT terminates this Contract for any reason other than those specified in paragraph 8.1(a) prior to satisfying its Minimum Commitment, the CLIENT agrees that it shall be liable to SOUTHDATA/OSG for liquidated damages ("Liquidated Damages") for its early termination, it being understood and agreed to by the parties that the measure of actual damages noted would be difficult to determine. The Liquidated Damages shall be an amount equal to the product of (a) the Minimum Commitment and (b) the sum of the number of months



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obligations hereunder, and the confidentiality provisions defined in paragraphs 7.1, 7.2 and 7.3 herein shall remain in full force and effect for a period of one (1) year.

NOTICES

10.1 All notices or other communications between the Parties hereunder shall be in writing, and shall be delivered, or sent via first class mail and/or facsimile transmission to the following addresses:

To SOUTHDATA/OSG:

201 Technology Lane
Mount Airy, NC 27030
Telephone: (800)-549-4722

Attn: Lora Southard

To Rowan County Tax Administration

402 N Main St.
Salisbury, NC 28144
Telephone: (704) 216-8585

Attn: Kelvin Byrd

10.2 Any party may change its address at any time by giving notice thereof to the other parties in the manner provided in this Article.

10.3 Notices sent via first class mail shall be deemed to have been given at the time when mailed, enclosed in a registered or certified, postage pre-paid envelope addressed to the party at the respective addresses set forth in this Contract, or to such other address which may have been fixed by notice, provided, however, that any change of address shall be effective only upon receipt.

10.4 Notices sent via facsimile shall be deemed to have been given at the time when return confirmation of the said facsimile transmission shall be received by the party providing notice.

DISPUTE RESOLUTION

11.1 In the event that a dispute arises between or among the Parties directly or indirectly arising out of or concerning the meaning or interpretation of this Contract, the Parties shall first attempt to settle such dispute through friendly discussion. In the event that such dispute cannot be resolved in such manner, the matter shall be submitted to binding arbitration.

11.2 Any arbitration proceeding shall be conducted within the state of North Carolina, in accordance with the procedural rules of the American Arbitration Association. The decision of the arbitrator may be appealed to a court of competent jurisdiction in accordance with the laws of the state of North Carolina.

11.3 Any action or proceeding, including but not limited to any arbitration or litigation, directly or indirectly arising out of or concerning the meaning or interpretation of this Contract shall be settled in the state of North Carolina, United States of America, and the Parties expressly submit to and consent that the courts and authorities of the state of North Carolina shall have exclusive jurisdiction over any such arbitration or litigation. The Parties hereby consent to service, jurisdiction and venue of such courts for any litigation.

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11.4 In the event that any action or proceeding, including, but not limited to an arbitration or litigation, is commenced between CLIENT and SOUTHDATA/OSG concerning this Contract regarding the rights and duties of either of the Parties under this Contract, then the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such action or proceeding which may be determined by the arbitrator or court in such action or proceeding or in a separate action brought for that purpose.

CONFLICTS OF INTEREST

12.1 The CLIENT acknowledges and agrees that it shall obtain the SOUTHDATA/OSG Services or similar services exclusively from SOUTHDATA/OSG. The CLIENT shall not directly or indirectly enter into any contracts with persons who are in direct competition with SOUTHDATA/OSG for the purposes of providing the same or similar services as the SOUTHDATA/OSG Services without the prior written consent of SOUTHDATA/OSG.

GOVERNING LAW

13.1 This Contract shall be construed in accordance with and governed by the laws of the State of North Carolina.

MODIFICATION AND ASSIGNMENT

14.1 This Contract may not be modified or terminated orally and no modification, termination or alteration shall be valid unless in writing signed by the party against whom enforcement is sought.

14.2 Neither party shall assign any of its rights or obligations, or this Contract in whole or in part, to a third party without obtaining the express, prior written consent of the other party, which consent may be withheld for any reason whatever, and any attempted assignment by either party without such prior written consent will be ineffective and will constitute a breach of this Contract.

ADDITIONAL DOCUMENTS

15.1 The Parties shall execute all additional Contracts and Instruments that may be reasonably required in order to carry out the purposes and intent of this Contract and to fulfill the obligations of the Parties hereunder.

COUNTERPARTS

16.1 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and shall be fully binding and effective.

1-800-549-4722
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AN OSG COMPANY

ENTIRE CONTRACT

17.1 This document constitutes the entire agreement between the Parties relating to the SOUTHDATA/OSG Services, and the Parties agree that there are no other understandings or Contracts between them whatsoever relating to the SOUTHDATA/OSG Services.

HEADINGS

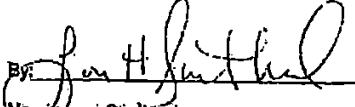
18.1 The headings used in this Contract are for convenience only and shall not be used to Interpret or construe any of its provisions.

Non-Appropriation

19.1 Contractor acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated 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 Contractor 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 Contractor of such limitation or change in Rowan County's legal authority.

SouthData/OSG

By: 

Name: Lora Southard

Title: Vice President Sales

Date: 11-29-17

Rowan County Tax Administration

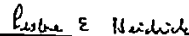
By: 

Name: Aaron Church

Title: County Manager

Date: 2-14-19

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



FINANCE DIRECTOR

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APPENDIX A
STATEMENT OF WORK

SOUTHDATA/OSG Control Standards

I. Inventory Controls

- A. Inventory controls are maintained by SOUTHDATA/OSG.
- B. Paper and Envelope stock will be supplied as part of the SOUTHDATA/OSG packaged services
- C. Items included are:
 - 1. 24lb. OCR bond 8 1/2 x 11 micro perforated paper
 - 2. # 10 double window envelope
 - 3. # 9 business reply envelope

II. Input Controls

- A. Client submits data files via secure SouthData website.
- B. Successful transmission is indicated when system provides user an order number (ticket number)
- C. Files are processed
- D. Pre-production sampling is performed to check the accuracy of the invoice dates, messages, alignment, etc.
- E. Once all input controls are verified, the file is scheduled for production

III. Printing Controls

- A. High Speed Web Printers are utilized within SOUTHDATA/OSG's Customized Workflow System
- B. Throughout the printing process:
 - 1. Monitor print quality and output sequences.
 - 2. Final review of output, and verification of present mailing information
- C. Reprint any statements via account recovery program
- D. Provide accurate workflow tracking throughout the process

IV. Inserting Controls

- A. Pre-production machine inspection insures proper material use
- B. Verify control totals to ensure all printed pages are inserted
- C. "Intelligent" Inserters electronically monitor insertion and folding integrity through out
- D. Postage totals are verified after each mailing
- E. Ability to monitor piece, set, and set to set integrity
- F. Verify all totals prior to release to the post office

V. Turnaround Commitments

- A. Files will be printed within 48 hours after client approval. Weekends and Holidays are excluded.
- B. New set-up requires 30 business days.
- C. Programming changes to existing products require 15 business days.



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APPENDIX B

FEE SCHEDULE

Product	Cost	Includes
Property Tax Notice Gap Notice Final Property Tax Notice	\$0.105	8.5 x 11, 24# paper, duplex, full color, processing, printing, folding, Inserting, #10 standard double window mailing envelope, #9 standard single window, delivery to USPS
Business Property Listings	\$0.215	2 Pages, 8.5 x 11, 24# paper, duplex, full color, processing, printing, folding, Inserting, custom #10 single window mailing envelope, custom #9 non-window remi envelope, delivery to USPS
Farm Listings Personal Property Listings	\$0.118	8.5 x 11, 24# paper, duplex, full color, processing, printing, folding, Inserting, custom #10 single window mailing envelope, custom #9 non-window, delivery to USPS
Certified Mail	\$6.610	2 Pages, 8.5 x 11, 24# paper, simplex, processing, printing, folding, Inserting, custom #10 double window mailing envelope, all certified mail fees & postage, delivery to USPS, online tracking
Imaging	\$0.085	Receive, prep, scan and QC received documents. FTP delivery
Indexing	\$0.080	Index based on client requested fields
Extra Pages	\$0.050	
House holding	\$0.030	
Client Supplied Inserts	\$0.010	
E-Billing		
Price Per Statement	Same as Product	
Changes		
Programming Changes after initial set-up	\$125/hr.	
Graphic Changes After Initial Set-up	\$95/hr.	
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Additional Services		
NCOA	\$400/yr.	Addresses are processed through CASS, LACS, DPV, NCOA
IMB Tracing	\$500/yr.	Tracking of individual mail pieces through the USPS
Secure Archive	\$1,000/yr.	Archival and retrieval system containing all mailed pieces, available online
Voice Broadcast	\$0.25 per call	Outgoing notifications to client supplied phone numbers

SOUTHDATA/OSG

By: [Signature]

Name: Lora H. Southard

Title: Vice President of Sales

Date: 11-29-17

CLIENT

By: [Signature]

Name: [Signature]

Title: [Signature]

Date: 2-14-19

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

[Signature]

FINANCE DIRECTOR

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

P. E. H. H. H.
FINANCE DIRECTOR

ADDENDUM A

THIS ADDENDUM IS ENTERED INTO THIS 14th day of Feb, 2019, and hereby establishes the terms of the "Contract" and pricing between SouthData/Output Services Group ("SouthData/OSG") and ("CLIENT") regarding the SouthData/OSG Digital Solutions Ebilling and Payments Products.

This ADDENDUM shall come into effect immediately as of the first "live acceptance" test file received for SouthData/OSG and shall remain in effect for a period of thirty-six (36) months. All other terms and conditions of this addendum shall be governed by the original contract between our organizations entered into on May 1, 2017.

SouthData/OSG eBillSM

Implementation Cost:..... \$ 5,000

If Scope is signed by January 31, 2019 all implementation fees will be waived.

Includes conversion of data and creation of the Electronic Bill Presentation and Payment (EBPP) solution.

The Implementation fee is based on the SouthData/OSG Ebilling and Payments 2.0 product as demonstrated and represented in the SouthData/OSG Product Guide. The last page of the product guide contains the End User Approval sign-off sheet. This should be signed and attached to this addendum.

SouthData/OSG Ebilling and Payments 2.0

Monthly Site Maintenance Fee.....	\$ 125.00/month
Email Notifications.....	\$.10/per email
Text Msg Notifications.....	\$.04/per notification
ACH Transaction Fee.....	\$ 1.50/per payment
ACH Payments Return Fee.....	\$ 15.00/per transaction
ACH Monthly Minimum.....	\$ 125.00/month
Credit Transaction Fee.....	\$ 2.6%/per transaction-charged to end user
Credit Card Monthly Minimum.....	\$ waived
Custom Development (as required).....	\$ 200.00/hour as quoted

Minimum Cost for using Credit Card is \$1.00.

Additional County Agency implementations will incur set-up fees with a combined maximum of no more than \$5,000.

Counter swipe machines will be provided by the County. SouthData/OSG will provide integration between the machines and Payments 2.0.

During the payment-testing phase of the SouthData/OSG Ebilling and Payments 2.0 implementation, credit cards and ACH transactions are treated as live transactions. The monthly minimum(s) will apply beginning at this time. In addition, all transactional fees will be initiated when the first set of data is sent to OSG for "live acceptance testing".

SouthData/Output Services Group

By: [Signature]

Name: Lois H. Southport

Title: VP Sales

Date: 2-15-19

Rowan County

By: [Signature]

Name: Ann Chul

Title: County Manager

Date: 2-14-19

Robinson, Casey W

From: Brooke S. Millard <Brooke.Millard@everview.io>
Sent: Thursday, March 23, 2023 1:48 PM
To: Robinson, Casey W
Cc: McDaniel, Jeanne M
Subject: RE: Checking in

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Hi Casey,
Please find pricing below.

Description	SDI	Price
Change of Value Notice	8246-CVN	0.1124
Property Tax Notice	8246-PTN	0.1124
Utility Property Tax Notice	8246-UTP	0.1124
Business Personal Prop. Listing	8246-BPL	0.2224
Final Property Tax Notice	8246-FPT	0.1124
Personal Prop. Listing	8246-PPL	0.1254
Second Property Tax Notice	8246-SPN	0.1124
Extra Pages		0.0537
eStatement Fee		0.12
Rowan County Scanning		0.065
Indexed Images		0.08

Let me know if you have any questions.

Thanks,
Brooke

Brooke Millard
Senior Account Executive

Direct: 336.783.5986 Direct



From: Brooke S. Millard <Brooke.Millard@everview.io>
Sent: Wednesday, March 22, 2023 3:23 PM
To: Robinson, Casey W <Casey.Robinson@rowancountync.gov>

Parnell, Tonya

From: Brooke S. Millard <Brooke.Millard@osgconnect.com>
Sent: Tuesday, September 14, 2021 11:31 AM
To: Parnell, Tonya
Cc: Brooke S. Millard
Subject: Price Increase
Attachments: Price Increase Rowan_8246.docx

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Dear Tonya,

You will find attached our corporate announcement that our prices will be going up on all of our printed materials. We tried to isolate ourselves from the ever-growing cost of materials, labor, and other items needed to provide you with your necessary documents. However, I'm afraid that we are no longer able to hold prices at their current rate. Obviously, these are not the types of emails I enjoy sending, but they rarely become necessary.

The current rate of any printed materials will increase 7.4% beginning in October.

We have worked hard to provide alternatives to our clients to printed documents and will be glad to talk with you about those options if you would like.

If you have any questions about the above changes, please let me know.

We want you to know that we greatly appreciate and value your business and hope you understand. We thank you for your support and continued business.

Sincerely,

Brooke

Brooke S. Millard
SENIOR ACCOUNT EXECUTIVE

201 Technology Lane
Mount Airy, NC 27030
Tel: 336-719-5000



osgconnect.com



Brooke Millard
SENIOR ACCOUNT EXECUTIVE

Direct: 336.783.5986 Direct
Corporate: 201-871-1100



osgconnect.com





February 28, 2022

Dear Valued Customer,

As you are aware, economic factors continue to dramatically impact the price of goods and services across all industries nationwide. Over the past year, OSG has taken a methodical approach to pricing in an effort to continue to offer services to our clients, while offsetting our increased input costs to produce.

However, in the past several months, we have seen the cost of materials increase by as much as 30% or more and we anticipate these costs to remain high for the foreseeable future. We have experienced the collective impact of rising prices for paper goods, labor, transport, and fuel to an unmanageable degree. Considering the continued escalation of these costs, we are forced to apply a new surcharge to our monthly invoices starting in April 2022.

This surcharge will be based on the Producer Price Index (PPI) provided monthly by the [U.S. Bureau of Labor and Statistics](#) for items impacting our cost to produce. These indexes gauge the average fluctuation in prices received by OSG. The surcharge will be modified monthly and will be reflective of the indexes for that month.

We will continue to monitor these costs and provide transparency in the impact to production. OSG urges our clients to rethink some of their print and mail processes and we are here to help source alternatives. With postal rates and delivery delays adding to these price increases, clients have other options:

- **Go digital:** OSG has various digital services available to help
- **Consider applying a paper statement fee:** some industries have passed paper statement fees to their customers for years – ranging from \$2-5 per printed statement
- **Offer upgrades and incentives:** approach paper statements for your customers as part of an existing perks program or on an as requested basis for a fee

Please note, by continuing to do business with OSG (receive OSG services, issue purchase orders, etc.) after receipt of this letter, you will automatically be deemed to understand, accept, and agree to pay the indicated surcharge.

OSG will continue to communicate openly in partnership with our clients. We greatly appreciate your continued business and remain committed to your success.

Sincerely,

OSG

For more information: <https://osgconnect.com/client-care-portal/>



OSG's solution portfolio includes the following legacy companies:



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Justan Mounts, Veterans Services Director
DATE: 4/3/23
SUBJECT: Wharton Smith Office Lease at West End Plaza

The proposed space is A-9, which is 650 Sq Ft, Wharton-Smith, Inc. have proposed to pay to the top current rate of \$12/Sq ft. This would total \$7,800 for the year or \$650 a month. Wharton-Smith, Inc. would like to move in as soon as possible, and continue the lease through the end of the project, slated for now to be May of 2024, but have been advised this approval must come from the Board of Commissioners.

ATTACHMENTS:

Description	Upload Date	Type
Lease Contract	3/28/2023	Cover Memo

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF ROWAN

THIS LEASE AGREEMENT, made this the _____ day of April, 2023, by and between Rowan County, a body politic, hereinafter called Landlord, and Wharton-Smith, Inc., a Florida corporation authorized to do business in North Carolina, hereinafter called Tenant:

WITNESSETH:

Subject to the terms and conditions and mutual promises hereinafter set forth, the Landlord hereby demises and lets and the Tenant hereby rents and hires from said Landlord the following described premises located in Salisbury, Rowan County, North Carolina:

That certain property known and identified as: Approximately 650 square feet designated as Space A-9 and located within Landlord's building known as the West End Plaza and located on Jake Alexander Boulevard, Salisbury, Rowan County, North Carolina.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise pertaining to the said Tenant and to be used by Tenant for the purpose of operating its construction office for improvements being made to West End Plaza (the "Project"), and for such purposes as are usual and customary in the conduct of such business and for no other purpose or purposes beginning on the commencement date as hereinafter set forth.

1. Commencement Date, Term and Rental. The lease term hereof shall begin and rent shall commence to accrue on the ___ day of April, 2023, and shall be for an initial Term through May 30, 2024; provided, that the Term may be extended on a month to month Term in the event the Project has not been completed, however, the Term or any Extended Term shall expire upon the completion of the Project. .

(a) Rent. Tenant agrees to pay to Landlord as annual rent hereunder the sum of Twelve Dollars (\$12.00) per square foot amounting to Six Hundred and Fifty Dollars (\$650.00) per month, payable on or before the first day of each month. Such rent amount shall be prorated for any partial month either at the beginning or ending of this Lease Agreement.

(b) Late Payments and Interest. If Tenant shall fail to pay, when the same is payable, any charges or payments required to be paid by Tenant hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 18% per annum (but no less than \$50.00, to cover Landlord's administrative expenses), and Tenant shall reimburse Landlord for reasonable attorney's fees, if any, incurred by Landlord by reason of default by Tenant.

2. Taxes, Insurance, Repairs and Maintenance, and Utilities.

- A. Taxes. Landlord shall pay all real property taxes and general and special assessments ("real property taxes") levied and assessed against the building, other improvements, and land of which the premises are a part, including any and all business listing taxes for personal property located on the demised premises.
- B. Insurance. Landlord shall keep in full force and effect a policy of fire and extended coverage insurance covering loss or damage to the Demised Premises in the amount of one hundred percent (100%) of the full replacement value of (i) the Building, exclusive of excavation, footings and foundations, and (ii) the Other Improvements on the Demised Premises, with a commercially reasonable deductible, for which Landlord shall be fully responsible.

Tenant, at its cost, shall maintain public liability and property damage insurance with liability limits of not less than \$500,000 per person and \$1,000,000 per occurrence, and property damage limits of not less than \$100,000 per occurrence, with an aggregate coverage of \$200,000 insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises. Further, Tenant shall maintain insurance on its personal property, equipment and inventory located within the Demised Premises adequate for its purposes and without recourse against Landlord for its destruction.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 9. Tenant agrees that, at least every two years, it will review the amount of its public liability and property damage insurance coverage and that it will make appropriate increases in the foregoing required coverage as appropriate to assure reasonable and adequate coverage limits.

If during the term of this Lease the demised premises are used by the Tenant for any purpose or in any manner that causes an increase in the rates of Landlord's all risk and/or public liability insurance, the Tenant will pay the additional premium caused thereby.

All the insurance required of Tenant under this lease shall contain an endorsement requiring thirty days' written notice from the insurance company to both parties and Landlord's lender, if any, before cancellation or change in the coverage, scope or amount of any policy. All such insurance shall name Landlord as an additional insured. A certificate of the policy, together with

evidence of payment of premiums, shall be deposited with the Landlord at the commencement of the term, and on renewal of the policy not less than five days before expiration of the term of the policy. If such policy is terminated, Landlord shall have the right to obtain adequate insurance for Tenant and chargeback Tenant any reasonable insurance premiums incurred.

- C. **Repairs and Maintenance.** During the term of this lease, it shall be the duty of the Tenant, subject to approvals in Paragraph 5, to make all necessary upfits to the leased premises for its intended purposes and to make subsequent repairs to the interior of the leased premises, said duty to include responsibility for painting, electrical maintenance, plumbing, windows, and lights of the leased premises.

During the term of this Lease and any extensions thereof, it shall be the sole duty of Landlord to make any necessary repairs to the outside walls, roof, HVAC and structural portions of the leased premises except for any such repairs made necessary by the fault, act or negligence of Tenant or its servants, employees, agents, customers or invitees in which case Tenant shall be responsible for said repairs

- D. **Utilities.** Tenant shall pay for its own fuel, water, electricity and utilities and all other services and maintenance for the interior of the demised premises.

3. **Care of Premises.** The Tenant shall take good care of the premises hereby leased or demised, including maintaining the demised premises in a clean and orderly manner. At the end or other expiration of the term of this lease, Tenant shall deliver up said premises in good order and condition, ordinary wear and tear excepted. If Tenant should fail to deliver up said premises in good order and condition, Landlord may have necessary work performed to render the premises in good order and condition, and Tenant agrees to compensate Landlord for such service.

4. **Alterations and Additions.** Tenant shall undertake at its sole cost and expense Initial Alterations to the demised premises pursuant to plans submitted in advance to and approved by Landlord prior to commencement of Initial Alterations. The Tenant shall not make any further alterations, additions or improvements, including major electrical wiring changes, to the premises hereby leased and demised without first obtaining from the Landlord its written consent, and all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of this lease shall inure to the benefit of and be the property of the Landlord upon the termination and end of this lease and shall be surrendered with the premises when the same are surrendered by the Tenant to the Landlord. With regard to any alterations, additions or improvements made without Landlord's consent, Landlord shall have the option upon the termination and end of this lease to accept such alterations, additions or improvements

or to require Tenant to restore the premises to their condition prior to said alterations, additions or improvements.

5. Compliance with Laws, Rules and Regulations. The Tenant, at its own cost and expense, shall comply with all rules, regulations and requirements of Landlord relating to the West End Plaza, as well as of the State and/or City Government or of the Government of the United States, or any of the departments or bureaus thereof, applicable to the leased or demised premises for the prevention or abatement of nuisances or other matters arising out of the manner of the occupancy of said premises during the said term, and the said Tenant shall moreover comply with all reasonable rules and regulations of the Landlord with respect to the management and use of said premises. As may be necessary from time to time, Landlord may provide written rules and regulations regarding parking.

6. Inspection. The Tenant agrees that the Landlord and its agents or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

7. Continuation of Business. In the event that Tenant should discontinue its business in the demised premises for more than sixty days, unless said discontinuance is pursuant to Tenant's bona fide program of remodeling or other improvement of the premises for continuing its business therein, then Landlord shall have the option to terminate this Lease Agreement.

8. Glass Breakage. It is specifically understood and agreed that Tenant shall be responsible for all glass breakage except such breakage as may be covered under the fire and extended coverage insurance policy or policies carried by Landlord.

9. Indemnity. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the demised premises, including loading and unloading and sidewalk areas, except that Tenant shall not be liable for damage resulting from Landlord's gross negligence or willful misconduct. A party's obligation under this paragraph shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the other party.

10. Waiver of Subrogation. The parties release each other and their respective authorized representatives from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection

with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

11. Destruction by Fire or Casualty. If, during the term, the premises or the building and other improvements in which the premises are located are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building and other improvements in which the premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within 180 working days after the date of the destruction; provided, however, Landlord shall not be obligated to restore Tenant's fixtures, personal property, or improvements or alterations made by Tenant. Such destruction shall not terminate this lease. During the time required for restoration of all or any portion of the leased premises, Lessee shall not be required to pay rental for the portion of the premises not suitable for occupancy.

If the restoration cannot be made in the time stated above, then within fifteen days after the Landlord notifies Tenant that the restoration cannot be made in the said stated time, Tenant may terminate this lease immediately by giving written notice to Landlord. If Tenant fails to terminate this lease and if restoration is permitted under the existing laws, Landlord, at its election, may either terminate this lease or restore the premises or the building and other improvements in which the premises are located within a reasonable time and this lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party may terminate this lease immediately by giving notice to the other party.

12. Adequate Parking. Landlord agrees to provide adequate parking on said premises for customers, employees, and delivery trucks.

13. Signs and Exterior Space. Tenant agrees that no signs or other advertising matter shall be painted or attached to the outside walls of the leased premises or otherwise placed on the outside of the leased premises without the written consent of the Landlord. It is specifically agreed that all outside signs and decorations of every kind and nature must first be approved by Landlord before being placed on the leased premises. Use of space outside of the store building, whether under the canopy or elsewhere, shall only be by and with the written consent of the Landlord. No signs shall be attached or posted to the front windows without prior written consent of Landlord. No vending machines shall be permitted outside the store building without prior written consent of Landlord.

14. Trade Fixtures. It is understood and agreed that Tenant may install such fixtures and appliances as may be necessary for the proper conduct of its business and at the expiration of this lease may remove any and all such removable fixtures with the exception of automatic doors, air conditioning, heating, plumbing, electrical and lighting equipment or fixtures, provided that Tenant shall repair any damage caused by such removal.

15. Quiet Enjoyment. The Landlord hereby agrees that the Tenant, upon paying the rent as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold and enjoy said premises during said term, free from the adverse claims of any person, firm or corporation, and the Landlord will pay all taxes and assessments that shall be lawfully levied upon the same except such taxes as those for which the Tenant shall be primarily liable.

16. Default. If Tenant shall continue in default in payment of any rental or other sum of money becoming due hereunder for a period of ten days after the due date therefor; or, if Tenant shall default in the performance of any other covenant of this Lease and does not remedy such default within thirty days after written notice thereof or does not within such thirty day period commence such act or acts as shall be necessary to remedy such default, and complete such act or acts promptly; or, if Tenant shall become insolvent or be adjudicated bankrupt, or file in any court a petition in bankruptcy or other debtor proceedings, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant; or, if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the benefit of creditors; or, if Tenant shall vacate or abandon the demised premises or any substantial part thereof, or suffer the lease to be taken or encumbered under any legal process and such taking or encumbrance is not dissolved within twenty days; then, in any such event, Landlord shall have the right and option to terminate this Lease and shall have the immediate right of re-entry to remove all persons and property from the demised premises and dispose of or store such property as it sees fit, all without resort to legal process and without being deemed guilty of trespass.

Landlord may relet the premise or a portion of the premises for any reasonable use, and Landlord shall be entitled to recover from Tenant an amount equal to the amount of all rents reserved under this Lease, less the net rent, if any, collected by the Landlord on reletting the demised premises. Net rent collected on reletting by the Landlord shall be computed by deducting from the gross rent collected all expenses incurred by the Landlord in connection with the reletting of the premises, including broker's commissions and the cost of repairing, renovating or remodeling said premises. In the event of termination upon Tenant's default, the monthly rent to be paid by the Tenant shall (for the purposes of this section) be deemed to be a sum equal to the average total rent for the immediate preceding six months.

17. Remedies Cumulative - Nonwaiver. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or an

acquiescence thereto.

18. Eminent Domain. If the nature, location or extent of any proposed taking by eminent domain affecting the building is such that the Landlord elects in good faith to demolish all or substantially all of the buildings, then the Landlord may terminate this lease by giving at least six (6) months written notice of termination to the Tenant at any time after such condemnation, and this lease shall terminate on the date specified in such notice. Tenant hereby expressly waives all rights to an award resulting from an eminent domain action affecting the building, except the right to receive compensation or damages for its loss of business and its fixtures or personal property.

19. Subordination. Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord; and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination, provided however, as a condition to this subordination provision, the Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on his part to be kept and performed under the terms of this lease, his tenancy shall not be disturbed, nor shall this lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect, provided however, that Tenant fully performs all of its obligations hereunder.

20. Confidentiality. Tenant will not divulge, or allow its employees or representatives to divulge, any of the terms or conditions of this lease agreement, other than as may be required pursuant to North Carolina public records laws.

21. Assignment or Sublease. Tenant shall not assign this agreement nor relet the premises or any part thereof.

Tenant shall not occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or extra-hazardous on account of fire. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this lease.

22. Notices. Whenever notice shall be given by either party to the other, notice shall be in writing addressed to the address of the party being notified at the address set forth in this agreement or to such other address as a party may from time to time designate by notice to the other party. Notice may be given by hand delivery, express service, electronic means, or by postage paid certified or registered mail with return receipt requested. Notice given by hand delivery, express service or electronic means shall be deemed to have been given upon receipt by

the party being notified. Notice given by certified or registered mail shall be deemed to have been given at the time of receipt or rejection or three (3) days after such notice is first unclaimed.

Lessor: Rowan County
 ATTN: County Manager
 130 West Innes Street
 Salisbury, NC 28144

Lessee: Wharton-Smith, Inc.
 750 Monroe Road
 Sanford, FL 32771

23. Estoppel Certificate. Within ten days after request therefor by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the demised premises, or if, upon any sale, assignment or other transfer of the demised premises by Landlord, an estoppel certificate shall be required from Tenant, Tenant shall deliver in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant.

24. Waiver. The waiver by Landlord of any covenant or agreement set forth in this Lease shall not be deemed to be a waiver of any subsequent breach or any other covenant or agreement of this Lease. Acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant (except Tenant's failure to pay the particular rent so accepted), regardless of Landlord's knowledge of such a preceding breach at the time the rent is accepted.

25. Singular and Plural. When required by the context of this lease, the singular shall include the plural.

26. Joint and Several Obligations. If more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

27. Paragraph Titles. The paragraph titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way modify, amend or affect the provisions thereof.

28. Complete Agreement and Effect. This written lease contains the complete agreement

of the parties with reference to the leasing of the demised premises. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties. It is understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective heirs, successors and permitted assigns.

29. Applicable Law. This lease is executed pursuant to the law of North Carolina, and all interpretations shall be under and pursuant to the laws of North Carolina.

30. Short Form. Lessor and Lessee agree that, at any time on request of either, a short form of this lease will be executed in form permitting its recording.

31. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Lease and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

{Signature Page Follows}

IN TESTIMONY WHEREOF, each of the said parties has caused these presents to be duly signed and executed the day and year set forth herein, this contract being executed in duplicate originals, one of which is retained by each of the parties.

LANDLORD: ROWAN COUNTY

By: _____
Its: Chairman/Manager

TENANT:

WHARTON-SMITH, INC.

By: _____(Seal)
Its: _____ President

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: 03-24-23
SUBJECT: Title Change Only Requested by DSS

Micah Ennis, Department of Social Services Director, has requested a title change only for the positions titled Transportation Technician to Income Maintenance Technician to better reflect the duties of the position. There are no additional funds requested.

Please approve this title change request.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Kelly Natoli, Assistant County Manager/HR Director
DATE: 03-24-23
SUBJECT: Title Change Only Requested by Sheriff Travis Allen

Sheriff Travis Allen has requested a title change only for the following positions:

1. Change all positions titled Master Deputy to Corporal
2. Change all positions titled Detention Master Deputy to Detention Corporal

There are no additional funds requested for these changes.

Please approve these title change requests.

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: Randy Cress, Assistant County Manager/CIO
DATE: 4/3/23
SUBJECT: CivicClerk Sole Source

Our current Agenda Management solution, NovusAgenda was acquired by Granicus and it be retired for their successor platform – PeakAgenda. Information Technology and the Clerk to the board reviewed this offering as well as others and found CivicClerk to meet the needs of the County. While costs are similar, the overriding factor was compatibility with our existing systems as the County also uses Municode and our Official Website is hosted with CivicPlus.

In order to successfully implement CivicClerk by July 1, 2023, we would need to enter into the Scope of Work agreement Q-37370-1 with not expenses to be incurred in FY23. The invoice date of July 1, 2023 with a NET30 would be for \$13,967 for FY24 and \$7,877.10 in FY25. Annual recurring costs for CivicClerk will be lower that our existing costs for NovusAgenda and Granicus’ proposed solution for PeakAgenda.

We request approval of the CivicClerk SOW Q-37370-1 to allow ample time for the implementation and conversion of our existing agenda management platform.

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; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

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: Scott Shelton, Vice President, EDC
DATE: 4/3/23
SUBJECT: Schedule Public Hearing for Revisions to County Incentive Policy for 4/17/23

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Request	3/28/2023	Cover Memo
Public Notice	3/28/2023	Cover Memo



Be an original.

Date: March 28, 2023
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Sarah Pack, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider revisions to County incentive policy*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for April 17th to consider revisions to the County's existing incentive policy. The Rowan EDC feels that this policy, which was first adopted in 2005, is in need of an update to better reflect the County's goals while remaining competitive for attracting new investment and job growth.

I look forward to providing you detailed information regarding this request and this project in the coming days. Please do not hesitate to contact me with any questions you may have and thank you for considering this matter.

Yours truly,

A handwritten signature in blue ink that reads "Scott Shelton". The signature is written in a cursive, flowing style.

Scott Shelton
Vice President

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Rowan County Board of Commissioners will hold a public hearing in the J. Newton Cohen, Sr. Room on the second floor of the J. Newton Cohen, Sr. Rowan County Administration Building in Salisbury, North Carolina, beginning at 6:00 p.m., or as soon thereafter as may be heard, on Monday, April 17, 2023, on the following:

In accordance with North Carolina General Statute §158-7.1(c), the purpose of the hearing will be to receive public comments on proposed revisions to Rowan County's existing economic development incentive policy entitled 'Rowan County Investment Grant Program.'

The proposed revisions would incorporate a scoring system into the process for determining incentive eligibility and award levels. The revisions would also result in incentive grant tiers equivalent to up to 50% of the real and personal property taxes paid to the County over a five-year period for eligible projects.

All persons interested in these proposed revisions are invited to attend this public hearing and present their views.

This the ____ day of April 2023.

Sarah Pack, NCCCC

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: Don Bringle, Parks and Recreation Director
DATE: 4/3/23
SUBJECT: Award Woodleaf Park Project Bid to Randolph & Sons Builders Inc.

ATTACHMENTS:

Description	Upload Date	Type
Bid Recommendation	3/28/2023	Cover Memo
Bid Tab Form	3/28/2023	Cover Memo
Randolph & Sons Builders	3/28/2023	Cover Memo



Alfred Benesch & Company
2359 Perimeter Pointe Parkway, Suite 350
Charlotte, NC 28208
www.benesch.com
P 704-521-9880
F 704-521-8955

March 27, 2023

Don Bringle
Director of Facilities Management, Parks & Recreation
Rowan County
425 Airport Road
Salisbury, NC 28147

RE: Woodleaf Community Park
Bid Opening – March 22, 2023
Award Recommendation for a Construction Contract

Dear Don,

We have reviewed the bids and investigated the license requirements for the bidders of the Woodleaf Community Park Project. On that basis and discussions with you, we recommend that Rowan County negotiate and execute a single prime general construction contract with the apparent low bidder, Randolph & Son Builders., Inc.

The following award scenario is proposed below for your consideration:

Award

Total Bid:	\$936,880.00
Add/Alternate #1	<u>\$7,900.00</u>
Total Bid including Alternate #1:	\$944,780.00

We appreciate the opportunity to assist Rowan County through this phase of the project and look forward to the start of construction soon. Please contact me if we can provide any additional information about the bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Wood".

Jon Wood, PLA CLARB
Senior Project Manager

Attachment: Bid Tab

cc: Richard Callahan

Woodleaf Park
Rowan County, NC
3/22/23 @ 1:30 pm
J. Newton Cohen Sr. Administration Building
Bid for Single Prime Contract
Alfred Benesch & Company



Contractor	NC License No.	Bid Proposal Form & Signatures	Bidder Information Sheet	Bond Forms	MWBE Docs Good Faith Efforts	E-Verify Declaration	Addendum 1	Addendum 2	Addendum 3	Addendum 4	Base Bid	Contingency - 8% of Base Bid	Playground Allowance	Total Bid = (Base Bid + Contingency + Allowances)	Alternate #1: Sidewalk Connector	Total Bid (Total Bid + Alternate #1)
Randolph Builders, Inc	21477	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$636,000.00	\$50,880.00	\$250,000	\$936,880.00	\$7,900.00	\$944,780.00
Ike's Constructions, Inc	8037	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$801,811.00	\$64,144.88	\$250,000	\$1,115,955.88	\$10,815.00	\$1,126,770.88
Eagle Wood, Inc.	12347	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$763,855.00	\$61,108.40	\$250,000	\$1,074,963.40	\$10,829.00	\$1,085,792.40
Proteck - Disqualified no Bond													\$250,000	\$250,000.00		\$250,000.00

I hereby acknowledge that this is a true and accurate tabulation of bids received at the J. Newton Cohen Sr. Administration Building for Woodleaf Park on March 22, 2023 at 1:30 P.M.

Jon Wood, PLA CLARB
Benesch
2359 Perimeter Pointe Parkway, Suite 350
Charlotte, NC 28208

Woodleaf Community Park

Woodleaf Community
Rowan County, North Carolina

BID PROPOSAL FORM

From:

Bidder / Single-Prime Contract: RANDOLPH & SON BUILDERS, INC.

Bid Date: 03/22/2023

To:

Rowan County Purchasing Department
Attn: Purchasing Department
130 West Innes Street, Suite 31
Salisbury, North Carolina 28144

Ladies/Gentlemen:

The undersigned Bidder, having carefully investigated the existing conditions at the project site and having thoroughly familiarized himself and understands the conditions stated with the Contract Documents as prepared by Alfred Benesch & Company, Inc., 2359 Perimeter Pointe Parkway, Suite 350, Charlotte, NC 28208.

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

Base Bid: Six hundred, thirty six thousand Dollars (\$ 636,000)

General Contingency: Fifty thousand, Eight hundred + Eighty Dollars (\$ 50,880)
(8% of Base Bid only)

Playground Allowance: _____ Dollars (\$ 250,000.00)
Include a contingency on Playground Allowance.

TOTAL BID: Nine hundred, thirty six thousand Eight hundred and Eighty Dollars (\$ 936,880)
Total Bid is all work in accordance with the aforementioned contract document including the Base Bid plus General Contingency plus Playground Allowance.

Woodleaf Community Park

Woodleaf Community
Rowan County, North Carolina

Unit Pricing:

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. The following unit prices are submitted by the undersigned Bidder as a **proposed basis for additive or deductive adjustment in the event contract changes** in the work are required involving items described. Unit prices shall include all fees, taxes, profit, bond, overhead and similar items. The Owner reserves the right to select unit prices individually or in any combination as deemed in the best interest of the project budget. See Section 01 22 00 Unit Prices for a complete description. These unit prices are arbitrary and not listed in order of priority.

Unit Price UP-1 through UP-9 are not included within the Total Bid value.

UP-1 – Site/Mass Rock Removal/Disposal On Site	\$ <u>300</u> PER CUBIC YARD
UP-2 – Site/Mass Rock Removal/Disposal Off Site	\$ <u>500</u> PER CUBIC YARD
UP-3 – Unsuitable Soils Removal/Disposal On Site	\$ <u>8</u> PER CUBIC YARD
UP-4 – Unsuitable Soils Removal/Disposal Off Site	\$ <u>15</u> PER CUBIC YARD
UP-5 – Additional Excavation/Installed/Compact On Site	\$ <u>8</u> PER CUBIC YARD
UP-6 – Additional Excavation/Disposal Off Site	\$ <u>15</u> PER CUBIC YARD
UP-7 – Additional Imported Eng Fill Purchase/Installed/Compact	\$ <u>25</u> PER CUBIC YARD
UP-8 – Additional Purchase/Installed Concrete Sidewalk	\$ <u>30</u> PER SQUARE YARD
UP-9 – Additional Purchase/Installed/Asphalt Pavement	\$ <u>48</u> PER SQUARE YARD

ALTERNATES:

Shall construct the alternates as described in the contract documents for the following sums and number of days:
See Section 01 23 00 Alternates for a complete description

Alternate No. 1: Sidewalk Connector

Add Seven thousand, nine hundred Dollars (\$ 7,900⁰⁰)

The undersigned further agrees this proposal shall be valid for a period of (90) Ninety Days from the date of receipt of the bids and when this proposal is accepted by the Owner, the Bidder shall execute the contract form(s) and provide surety bonds as described in the Contract and required by North Carolina General Statutes.

The undersigned agrees the Owner reserves the right to accept Alternates and Unit Prices individually or in entirety.

The signatories agree to begin work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work. All work shall be complete and ready for Substantial Completion within 120 Calendar Days from Notice to Proceed.

The signatories further agrees for each calendar day that any part of the work remains uncompleted after the contract time stipulated for final completion of the work, liquidated damages in the sum of \$1,000.00 per calendar day shall be set off or deducted from any monies due the Contractor or, if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor or from the surety or from both.

Accompanying this proposal is a **Bid Security** (5% of Contract Sum) in the form of: **BID BOND** as required by North Carolina General Statute. A **Payment Bond** and separate **Performance Bond** shall be required to execute the contract.

Woodleaf Community Park

Woodleaf Community
Rowan County, North Carolina

Bidders Signature Page:

The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents. Initial the appropriate line:

Addendum No. 1 Dated 02/22/23 Bidders Initials JLR
Addendum No. 2 Dated 02/28/23 Bidders Initials JLR
Addendum No. 3 Dated 03/03/23 Bidders Initials JLR
Addendum No. 4 Dated 03/09/23 Bidders Ini. JLR

Name of Bidder: RANDOLPH & SON BUILDERS, INC.

Company

By: Jeff Randolph
(Signature)

JEFF RANDOLPH- VICE PRESIDENT

(Typed Name & Title)

Title: VICE PRESIDENT

Address of Bidder: 1010 CULP ROAD, PINEVILLE, NC 28134

Contractor's License No: 21477

(Attach Valid Copy of NC General Contractor's License)

ATTACH TO BID PROPOSAL;

A COPY OF THE NORTH CAROLINA GENERAL CONTRACTOR'S LICENSE

Attach required MINORITY BUSINESS PARTICIPATION FORMS

Attach Power of Attorney

Attach Insurance Requirements for Construction Projects

Attach Bonds for the Construction Project

Attach Workmen's Compensation, Public Liability, Property Damage,
and Builder's Risk Insurance Certificates

Attach Invitation to Bid and associated Documents

Notary Attest:

By: Gail L. Randolph

Signature: Gail L. Randolph



The following major subcontractors are included in the base bid:

Grading Contractor	<u>Bob Stamey Associates Builders, Inc.</u>	Landscape Contractor	<u>Ingle & Son</u>
Asphalt Paving Contractor	<u>Precision Paving, Inc.</u>	Playground Installer Contractor	<u>Randolph & Son Builders, Inc.</u>
Concrete Paving Contractor	<u>Randolph & Son Builders, Inc.</u>	Park Shelter Installer Contractor	<u>Randolph & Son Builders, Inc.</u>
Utility Contractor	<u>Bob Stamey Associates Builders, Inc.</u>	Other Contractor	

Expiration Date

12/31/2023

License No.

21477

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Randolph & Son Builders, Inc.

Charlotte, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2023

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2023

This certificate may not be altered.



Lisa Piercy
Chairman

C. Frank Wiesner
Secretary-Treasurer

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of MECKLENBURG

(Name of Bidder)

Affidavit of RANDOLPH & SON BUILDERS, INC.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended Pre Bid meetings scheduled by the public owner.
- ☒ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☒ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 3/22/23 Name of Authorized Officer: JEFF RANDOLPH
 Signature: [Signature]
 Title: VICE PRESIDENT



State of NORTH CAROLINA, County of UNION
 Subscribed and sworn to before me this 22ND day of MARCH 20 23
 Notary Public Gail L. Randolph
 My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of MECKLENBURG

Affidavit of RANDOLPH & SON BUILDERS, INC.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the N/A

WOODLEAF COMMUNITY PARK contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 03/22/23 Name of Authorized Officer: JEFF RANDOLPH

Signature: *Jeff Randolph*
Title: VICE PRESIDENT



State of NORTH CAROLINA, County of UNION

Subscribed and sworn to before me this 22ND day of MARCH 2023

Notary Public *Gail L. Randolph*

My commission expires _____

STATE OF NORTH CAROLINA


ROWAN COUNTY

CONTRACTOR E-VERIFY DECLARATION

I, JEFF RANDOLPH (the individual attesting below), being duly authorized by and on behalf of RANDOLPH & SON BUILDERS, INC. (the entity contracting with the County, hereinafter "Employer/Contractor") AFFIRMS AND DECLARES as follows:

1. Employer/Contractor 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 NCGS §64-25(5).
2. Pursuant to NCGS §153A-449(b) and NCGS § 64-26(a), any Employer/Contractor that transacts business in this State and employs 25 or more employees in this State, entering into a contract with the County, is required to verify the work eligibility status of all newly hired employees through the E-verify program.
3. Employer/Contractor is a person, business entity, or other organization that transacts business in this State and employs 25 or more employees in this State. (check Yes or No)
 - a. YES _____, or
 - b. NO X
4. For Employers/Contractors who employ 25 or more employees in the State, and are therefore subject to E-Verify, the undersigned verifies the Employer's/Contractor's compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
5. Employer's subcontractors on this County Project, that employ 25 or more employees in this State, must also comply with E-Verify, and if Employer is the successful contractor on this Project, Employer agrees that it will ensure compliance with E-Verify by any subcontractors used by Employer/Contractor on this County Project.
6. I hereby declare under penalty of perjury that the foregoing is true and correct.

This 22ND day of MARCH, 2023.



Signature of Declarant

Print or Type Name: JEFF RANDOLPH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh McLennan Agency 5605 Carnegie Blvd Suite 300 Charlotte NC 28209	CONTACT NAME: Certificates@rutherfordord.com PHONE (A/C No. Ext.): 704-365-6213 FAX (A/C No.): E-MAIL ADDRESS: certificates@rutherfordord.com
INSURED Randolph & Son Builders, Inc. 1010 Culp Road Pineville NC 28134	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 221286220**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZZ6H87269501	1/1/2023	1/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AW6H87276201	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	UH6H87270901	1/1/2023	1/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WZ6H87275701	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	BUILDERS RISK			IH6H22158201	1/1/2023	1/1/2024	Limit per Job Property in Transit 25,000,000 Temporary Storage 500,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Woodleaf Community Park
Project Location: 9290 Gym St Woodleaf, NC 27054**CERTIFICATE HOLDER****CANCELLATION**Woodleaf Community Park
9290 Gym St
Woodleaf, NC 27054

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from, whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
 - b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. **Knowledge of Occurrence**
The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**
 - e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. **Liberalization Clause**
The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
Liberalization Clause
If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. **Medical Payments – Extended Reporting Period**
 - a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. **Newly Acquired Or Formed Organizations**
SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:
 - a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

NOTICE TO BIDDERS

INVITATION TO BID

WOODLEAF COMMUNITY PARK

Rowan County is requesting bids to provide the necessary materials, labor, equipment, project management, supervision, scheduling to provide a community park, as detailed on included plans and exhibits. The project shall include all surveying/staking and technical layout, site preparation and clearing, selective demolition, erosion control, earthwork (mass grading and fine grading), storm drainage, domestic water and sewer services, asphalt pavement, concrete pavement, sidewalks, park shelter & pad, building pad, playground & fitness area with playground & fitness equipment with approved surfacing, site furnishings, landscape and other identified components required to provide a complete and finished project as illustrated in the contract documents. Specific bidding instructions and clarification will be provided at the pre-bid meeting. All bids submitted must meet or exceed the time frame and the product/service specifications as outlined in this Invitation to Bid (ITP).

Bids for the WOODLEAF COMMUNITY PARK will be accepted until WEDNESDAY, March 14, 2023 at 10:00 am ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Bid documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8178
jody.farrow-bennett@rowancountync.gov
<https://www.rowancountync.gov/675/Purchasing>

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

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

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

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

This is the 7th day of February 2023.

Rowan County
By: Jody Farrow-Bennett
Rowan County Director of Purchasing
and Contract Administration

INVITATION TO BID

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1. Section 1: Introduction & General Instructions

1.1. Intent of Request for Bids

The purpose and intent of this Invitation to Bid (ITB) is the construction of a New Community Park in Woodleaf, Rowan County. The Bidder must be a licensed general contractor in North Carolina. The following documents make up this Request for Bids:

- a. This Document
- b. Scope of Work
- c. Bidder Information Sheet
- d. Bid Proposal Form with associated documents, see Bid Proposal Form

1.2. Important Dates

- | | |
|--|---|
| 1.2.1. Issue Date: | Tuesday, February 7, 2023 |
| 1.2.2. Pre-Bid Meeting Date: | Thursday, February 16, 2023 at 1:00 PM ET |
| 1.2.3. Deadline for written questions: | Wednesday, March 1, 2023 at 5:00 PM ET |
| 1.2.4. Deadline for Submitting Bids: | Tuesday, March 14, 2023 at 10:00 AM ET |

1.3. Pre-Bid Meeting

A pre-bid meeting for this project will be held on site, located at 9290 Gym Street, Woodleaf, NC 27054. All bidders are encouraged to attend the meeting. Pre-bid meeting time and date listed above. Questions about the specifications and or bid documents should be addressed to Jody Farrow-Bennett the Rowan County Purchasing Director. A company representative is highly encouraged to be present at this meeting in order to offer a bid on the project.

2. Section 2: Bid Submission

2.1. Submission of Bids

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

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

The package shall be sealed and plainly marked
"ITB 2023-019 Woodleaf Community Park Construction Improvements".

Bidders must submit one original sealed bid.

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

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

Sealed Bids are due on Wednesday, March 14, 2023 at 10:00 AM ET in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

2.2. Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this ITB. All questions or requests for clarification or additional information must be submitted in writing no later than **5:00 pm on Wednesday, March 1, 2023**. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as addenda to this ITB. All addendums will be posted on the County website <https://www.rowancountync.gov/675/Purchasing> and it is the responsibility of the Bidder to check for any addendums. The addenda for clarification will be posted by 5pm Friday, March 3, 2023.

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

2.3. Errors and Omissions

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

2.4. Signed Bid Considered an Offer

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

2.5. Insurance Coverage

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

Bidder shall coordinate with Instructions to Bidders and Supplementary General Conditions for additional requirements.

2.5.1. WORKER'S COMPENSATION

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

2.5.2. COMPREHENSIVE GENERAL LIABILITY

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

This coverage must include:

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

2.5.3. COMPREHENSIVE AUTOMOBILE LIABILITY

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

2.6. Conflict of Interest

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

3. Section 3: Evaluation of Bids

3.1. Award Criteria

The County will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

3.2. Liquidated Damages

Liquidated Damages shall be assessed and levied against each Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated in their response. The damage amount applicable to each Contractor shall be as listed below and shall begin the day following the scheduled date of substantial completion (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

\$1,000.00 per calendar day

3.3. Pricing

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

3.4. Required Information

The following information must be included in the bid:

- 3.4.1. Applicable licensure with North Carolina. (Bidder Information Sheet)
- 3.4.2. Warranty on above goods and services. (Bid Proposal Form)
- 3.4.3. Bids to be in the form of a proposed contract signed by the bidder. (Bid Proposal Form)
- 3.4.4. Include Cost plus 8% Contingency. (Bid Proposal Form)
- 3.4.5. Proposed days to complete (Bid Proposal Form)
- 3.4.6. See Bid Proposal Form for additional requirement (Bid Proposal Form)

4. Section 4: Agreement & General Conditions

4.1. Timeline to Execute Contract

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

4.2. Availability of Funds

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

4.2.1. Federal funds: N/A

4.3. Non-Discrimination

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

4.4. Collusive Bidding

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

4.5. General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

4.6. Warranty

See other Bidding Document enclosed within the Project Manual.

4.7. Assignment

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

4.8. References

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

4.9. Termination

If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

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

NOTIFICATION:

This instructional document entitled '**INVITATION TO BID FOR ROWAN COUNTY**' shall be the prevailing governing instructional document. If, there are conflicts between the 'Invitation to Bid for Rowan County' and either the 'Instructions to Bidders' or 'Supplementary General Conditions' the 'Invitation to Bid for Rowan County' shall prevail and control. The additional requirements as described within the 'Instructions to Bidders' or 'Supplementary General Conditions' are required.

SCOPE OF WORK

Rowan County is requesting bids to provide the necessary materials, labor, equipment, project management, supervision, scheduling to provide a community park, as detailed on included plans and exhibits. The project shall include all surveying/staking and technical layout, site preparation and clearing, selective demolition, erosion control, earthwork (mass grading and fine grading), storm drainage, domestic water and sewer services, asphalt pavement, concrete pavement, sidewalks, park shelter & pad, building pad, playground & fitness area with playground & fitness equipment with approved surfacing, site furnishings, landscape and other identified components required to provide a complete and finished project as illustrated in the contract documents.

Specific bidding instructions and clarification will be provided at the pre-bid meeting.

Detailed Scope of Work:

- Furnish and perform the necessary project management, scheduling, coordination, supervision, materials, labor, tools, equipment, materials, and surveying/technical layout to complete the required work as outlined.
- The Bidder shall obtain the required permits, surveys and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work. No time extensions shall be granted or financial consideration given to the Bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- The Bidder shall prepare the site including selective demolition, removal and legally dispose of material off site as required.
- Bidder shall remove and replace all damaged material, restore any disturbed areas affected by on site work and remove trash on a regular basis.
- The Bidder shall obtain grading plan & erosion control plan approval from NCDEQ as well as any other applicable permits.
- The Bidder shall set up an on-site pre-construction conference with NCDEQ. Failure to schedule such conference 48 hours prior to any land disturbing activity is subject to fine.
- Bidder shall mark limits of disturbance, clear only as need to install construction entrance and erosion control measure, install silt fence, silt fence outlets, inlet protection and other measures as shown.
- Bidder shall call NCDEQ for on-site inspection by NCDEQ inspector. When approved, inspector issues the grading permit and clearing and grubbing may begin.
- The Bidder shall diligently and continuously maintain all erosion requirements, control devices and structures.
- Bidder shall stabilize the site as areas are brought to finished grade and finalize all storm drainage improvement features.
- Bidder shall coordinate with erosion control inspector prior to removal of erosion control measures. These measures shall be maintained/removed under this contract.
- Bidder shall continue to bring the entire project site to finish grade and maintaining positive drainage to proposed and existing drainage courses.
- The Bidder shall grade/fine grade and prepare all play yards, sidewalks, pads, building pads and paved areas to make certain the drainage network will drainage away from all buildings, structures & park amenities, as shown. Stabilize all side slopes/banks of the pavement areas to prevent destabilization. Ensure all surfaces are level, flat and promoting positive drainage to avoid ponding of water.
- Bidder shall establish and set the building pads to proposed elevations.
- Bidder shall complete the remainder of the proposed infrastructure improvements.
- Bidder shall establish subgrade per pavement sections, properly compact and test these areas in accordance with the project manual.
- Bidder shall complete the playground/fitness area site preparation and subgrade/final grade elevation. Once complete install the playground/fitness component, equipment, and amenities etc. Once complete protect and finalize these facilities.
- Bidder shall complete the park shelter area site preparation and subgrade/final grade elevation. Once complete install the park shelter facility and amenities. Once complete protect and finalize these facilities.
- Bidder shall complete the remainder of the site preparation and finish grade. Once complete install the remainder park amenities. Once complete protect and finalize these facilities.
- Bidder shall install curb and gutter and other protective barriers. Then backfill, compact, and establish proper stabilized ground cover.
- The Bidder shall prepare and finalize all remaining pavement areas. Pavement areas shall be constructed per NCDOT specifications. See project manual.

- Bidder shall finalize the parking lot with pavement markings, wheel stops etc.
- Bidder shall provide the proposed landscaping per the approved documents followed by permanent grassing/stabilized ground cover for all disturbed areas not covered by building, paving, or other landscaped areas.
- Bidder shall remove and replace all damaged material, restore any disturbed areas affected by the on-site work and remove trash on a regular basis.
- The Bidder shall verify any and all proposed improvements pertaining to the site development project are complete and are in compliance with the owner/contractor contract.
- Bidder shall perform their 'Self Performed Punch List' and submit the report with the owner. Then call/written request for a 'Substantial Completion' review and inspection.
- Bidder shall provide proper corrective measures for material and assemblies as noted.
- Upon Close Out by NCDEQ the N.O.T. shall be filed out on-line online by the contractor to terminate coverage of the NPDES General Permit NCG 010000. (g.s. 113a-57 (3)).
- Bidder shall collect, assemble, sign, certify and submit all Close Out data per the project manual.
- Work schedule limitations, if any, will be discussed at the Pre-Bid meeting.

The following information must be included in the bid:

1. Applicable licensure with North Carolina.
2. Warranty on above work.
3. Bids to be in the form of a proposed contract signed by the bidder.
4. Include separate pricing for all proposed alternates.
5. See Bid Proposal Form for additional requirement.

BIDDER INFORMATION SHEET

1. COMPANY NAME Randolph & Son Builders, Inc.
2. OWNER OF COMPANY Jeff Randolph
3. NUMBER OF YEARS IN BUSINESS 36
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS 20
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE CONTRACT? Jeff Randolph
TELEPHONE 704-588-7116
EMAIL jeff@randolphbuilders.com
6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES/ORGANIZATIONS FOR WHICH YOU HAVE SUCCESSFULLY COMPLETED SIMILAR PARK/SITE DEVELOPMENT PROJECTS OF SIMILAR SCOPE AND BUDGET WITHIN THE LAST EIGHT (8) YEARS.
PREFER A MINIMUM OF ONE (1) REFERENCE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGENCY.

REFERENCE NO. 1

NAME & TITLE: York Utility Line Worker Facility & Bathroom Building
AGENCY: York Technical College
ADDRESS: 553 College Pl. Chester, SC 29706
TELEPHONE: 803-981-7003
NATURE OF
ASSOCIATION: Utility Line Worker Training Grounds with Bathroom Building
EMAIL: rreagen@yorktech.edu

REFERENCE NO. 2

NAME & TITLE: Lincoln Charter School(Playgrounds, Basketball Courts & Pavilions)
AGENCY: The Foundation for Education Inc.
ADDRESS: 133 Eagle Nest Road Lincolnton, NC 28092
TELEPHONE: 704-236-2062
NATURE OF
ASSOCIATION: Construction of School & Playground Facilities
EMAIL: jonathan.bryant@lincolncharter.org

- Bidder shall finalize the parking lot with pavement markings, wheel stops etc.
- Bidder shall provide the proposed landscaping per the approved documents followed by permanent grassing/stabilized ground cover for all disturbed areas not covered by building, paving, or other landscaped areas.
- Bidder shall remove and replace all damaged material, restore any disturbed areas affected by the on-site work and remove trash on a regular basis.
- The Bidder shall verify any and all proposed improvements pertaining to the site development project are complete and are in compliance with the owner/contractor contract.
- Bidder shall perform their 'Self Performed Punch List' and submit the report with the owner. Then call/written request for a 'Substantial Completion' review and inspection.
- Bidder shall provide proper corrective measures for material and assemblies as noted.
- Upon Close Out by NCDEQ the N.O.T. shall be filed out on-line online by the contractor to terminate coverage of the NPDES General Permit NCG 010000. {g.s. 113a-57 (3)}.
- Bidder shall collect, assemble, sign, certify and submit all Close Out data per the project manual.
- Work schedule limitations, if any, will be discussed at the Pre-Bid meeting.

The following information must be included in the bid:

1. Applicable licensure with North Carolina.
2. Warranty on above work.
3. Bids to be in the form of a proposed contract signed by the bidder.
4. Include separate pricing for all proposed alternates.
5. See Bid Proposal Form for additional requirement.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Randolph & Son Builders, Inc.
P. O. Box 410283
Charlotte, NC 28241

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Rowan County
130 West Innes Street
Salisbury, NC 28144

BOND AMOUNT: \$ Five Percent of Amount Bid --- (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Woodleaf Community Park
9290 Gym St, Woodleaf, NC

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

init.

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User Notes:

(1906302255)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of March, 2023.

Gail L. Landwehr
(Witness)

Jenny Snull
(Witness) Jenny Snull

Randolph & Son Builders, Inc.
(Contractor as Principal) (Seal)

Jeff Randolph
(Title) President

Liberty Mutual Insurance Company
(Surety) (Seal)

Angela Y. Buckner
(Title) Angela Y. Buckner, Attorney-in-Fact

Init.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Angela Y. Buckner, of the city of Charlotte, state of NC its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Randolph & Son Builders, Inc.

Obligee Name: Rowan County

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044

Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of March, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Micah Ennis on behalf of the Community Child Protection Team
DATE: 3/22/2023
SUBJECT: Child Abuse Prevention Month

Annually the Community Child Protection Team (CCPT) submits and presents a brief report to the honorable Rowan County Board of Commissioners and requests a proclamation for Child Abuse Prevention Month in Rowan County. The CCPT submits the following items:

1. CCPT Annual Report 2022
2. Prevent Child Abuse North Carolina Policy Paper
3. Child Abuse Prevention Month Proclamation

Presenters include Amy Brown (Smart Start Rowan/CCPT Chair), Shawn Edman (Terrie Hess House Child Advocacy Center/CCPT), Alyssa Harris (Rowan Public Health/CCPT), and Micah Ennis (DSS/CCPT)

CCPT recommendations are in the body of the report. CCPT requests that April 2023 be declared Child Abuse Prevention Month in Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
CCPT Annual Report	3/22/2023	Exhibit
PCANC Policy Paper	3/22/2023	Exhibit
Child Abuse Prevention Proclamation	3/22/2023	Exhibit

Rowan County Community Child Protection Team

Annual Report 2022

I. Authority

Community Child Protection Teams (CCPT) were established as a way for state and local communities to form partnerships that strengthen child protection efforts. The teams were established in response to Executive Order 142 in May 1991. CCPT duties and responsibilities were adopted as North Carolina Administrative Code 411.0400. The original purpose and composition of the teams were further formalized and expanded by G.S.7B.1408, effective July 1, 1993.

II. Responsibilities and Purpose

Federal and State laws require that a citizen review panel be established to review certain cases receiving child welfare services. In North Carolina, the CCPT has been designated as the citizen review panel. The CCPT is an interdisciplinary group of community representatives who meet regularly to review child welfare cases. Case reviews are conducted to:

- Identify gaps and deficiencies in the community child protection system which impact the incidence of abuse, neglect, dependency, or child fatalities;
- Increase public awareness about conditions that have an impact on child protection within the community;
- Advocate for system changes by promoting collaboration among agencies in the creation or improvement of resources for children;
- Assist the DSS in the protection of children living in the family whose case is being reviewed;
- Inform the Board of Commissioners about actions needed to address gaps and deficiencies in services.

III. Members

Membership is mandated by law and mandated positions are listed below. Membership is not limited to mandated positions.

- Community Representatives
- County Department of Social Services Director
- County Board of Social Services Member
- County Health Department Director
- Health Care Provider
- Local Community Action Agency Executive Director
- School Superintendent
- Attorney for the District Attorney's Office
- Guardian ad Litem Representative
- Law Enforcement Officer
- Mental Health Professional
- Parent Consumer

IV. Local Operational Procedures

In Rowan County, the CCPT has elected to serve also as the Child Fatality Prevention Team (CFPT), which includes additional functions related to child fatality reviews and formulating necessary recommendations from findings. The combined CCPT/CFPT group meets every other month, with additional called meetings as needed.

In 2022, CCPT/CFPT meetings were held on the third Tuesday of every other month, at 12:30 p.m. The meetings were held in the large conference room at Rowan County Department of Social Services with Zoom capabilities, which allowed those who could not attend in person to participate. Because of the hybrid function, Rowan County had the highest level of participation and attendance in the State.

Membership in 2022:

- Alyssa Harris, Rowan County Health Department Director
- Amy Brown, Smart Start (**CCPT Chair**)
- Amy Wagoner, Rowan County DSS
- Beth Dixon, District Court Judge
- Brandy Cook, District Attorney
- Carol Ann Houpe, Rowan-Salisbury School System
- Cynthia Dry, Rowan County Department of Social Services Child Welfare Attorney (until 11/2022)
- Kevin Auten, Rowan County Sheriff
- Lisa Berger, Rowan County DSS Deputy Director
- Lisa Davis, Rowan County Social Services Board
- Lori Yang, Parent Consumer
- Micah Ennis, Rowan County DSS Director
- Renee Bradshaw, Family Crisis Council
- Roxie Cashwell, Rowan County DSS
- Shawn Edman, Terrie Hess House Child Advocacy Center Director
- Gretchen Anthony, Vaya Health
- Mandy Blake, PCAR
- Bradley Dean, Rowan County EMS/Medical Examiner
- Rachel Grossman-Zack/Mandy Flores, GAL
- Heather Hedrick, Daymark

Active Cases reviewed by the CCPT/CFPT are based on local need and include children deemed to be at higher risk of injury or death because of child abuse, neglect, or dependency, and all child fatalities occurring in the calendar year. Any team member may bring a case for review. Guidance for selecting cases for review includes:

- Substantiated cases of abuse, including sexual abuse;
- Cases of neglect, especially when referral is made by a medical provider;
- Cases in which DSS has substantiated two reports within a specific period of time, regardless of the type of report or referral source;
- Other cases where there are indications that a child has been impacted by a deficiency in community services or resources;
- Cases where there has been a child fatality.

V. 2022 Reviews and Actions

CCPT/CFPT reviewed a total of 20 fatality cases in 2022.

- prenatal issues/perinatal conditions (7)
- unique health conditions/illness (1)
- suffocation/strangulation in bed (4)
- Suicide (2)
- Motor Vehicle Accident (4)
- Firearm Accident (1)
- Undetermined (1)
- Homicide (not reviewed due to continued investigation) (2)

Total Number of Cases Reviewed	Fatalities	Active Child Welfare Cases			Other Cases
21	20	1			0
For non-fatality cases give the number of cases reviewed in each category from January 1 through December 31, 2021		Abuse	Neglect	Dependency	Other
				1	

The needs identified through these case reviews included safe sleeping and co-sleeping information, early prenatal care, smoking cessation for expecting parents, and grief counseling and support group identification for parents who lose children. The needs identified through these case reviews included recognition of addictions, timely and effective substance use treatment services, mental health services, preventative parenting education (including dangers of cigarette smoking, opioid use, and consumption of alcohol during pregnancy) and needed regular and early prenatal care. Firearm safety and motor vehicle/seat belt safety.

Additional community concerns identified by the team during case reviews included the need for safe sleeping campaigns, psychological evaluations for parents who exhibit cognitive delays during assessments by DSS, the possibility of review by DSS of a parent's exceptional children's or therapeutic records to better serve the parent, and adequate resources to refer the parent to services such as occupational therapy, life coaching, ARC services, and parenting education.

The Rowan County Community Child Protection Team focused on a Safe Sleep campaign in 2022.

VI. Context and Community Factors

Community factors that impact the well-being of children in Rowan County include:

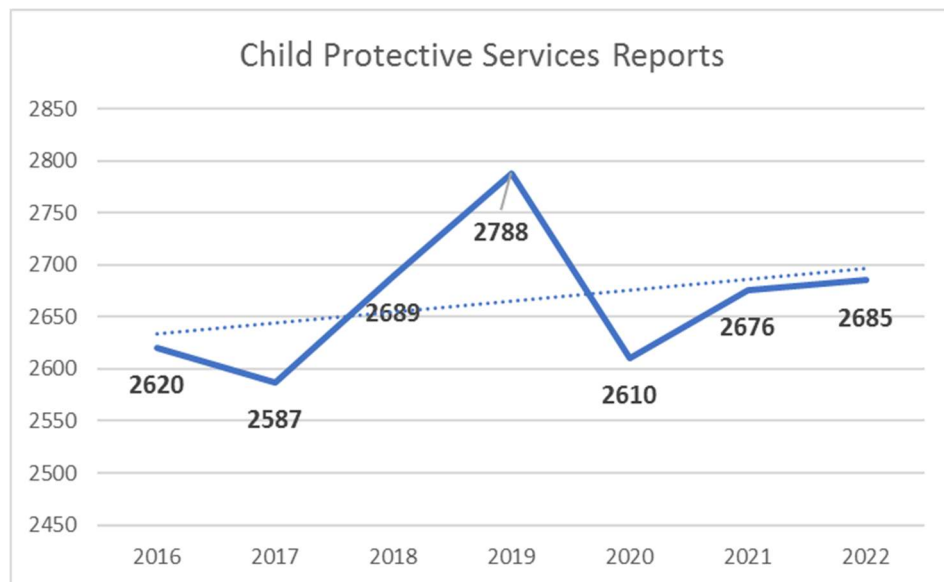
- The Rowan Board of Commissioners annually proclaims April as Child Abuse Prevention Month.
- The Rowan County Community Protocol for Child Abuse Prevention is a living document that provides clear expectations of DSS, law enforcement, the Child Advocacy Center, the school system, the hospital, and all residents in making reports of child abuse and neglect. It further provides guidelines for conducting investigations of alleged child abuse and neglect and for collaboration between agencies. Roles and responsibilities of community agencies are clearly identified. The Community Protocol is accessible to the community through the DSS website.
- Any changes to the Community Protocol are referred to the CCPT/CFPT for review and approval to assure there is close adherence to procedures and to maintain the integrity and spirit of collaboration set forth by the original protocol.

- There are regular meetings among community partners in which child protection is addressed. These meetings include (1) Bi-monthly meetings of the Community Child Protection and Fatality Prevention Team, (2) Rowan County System of Care Collaborative meetings, (3) Meetings between the Department of Juvenile Justice/Delinquency Prevention and DSS, and (4) Multi-disciplinary team meetings at Child Advocacy Center.
- Training is provided by DSS to many organizations, the school system, hospital staff, and the general public related to recognizing and reporting abuse and neglect, accessing services that support families and children and Trauma 101.
- Early in April, our community celebrates the Week of the Young Child.
- Prevent Child Abuse Rowan organizes community activities that bring the community's awareness to children who are abused and neglected.
- An annual Child Abuse Prevention events is held by various stakeholders in April each year to raise awareness of child abuse prevention.

Relevant Data

The estimated population for Rowan County in 2021 according to the United States Census Bureau was 148,150. Children make up approximately 21.9% of the population.

From January through December in 2022, DSS received 2685 child protective services reports and completed assessments on 1,818 cases. Most of these reports alleged neglect. The number of reports is trending slightly upward.



There were a total of 112 families served by In-Home Family services in 2022, with an average of 68 children per month receiving services. A total of 280 children were served in foster care in calendar year 2022, with 113 entering care because of abuse, neglect, and/or dependency during the year. Rowan County provided training and oversight for an average of 40 licensed foster homes monthly in the calendar year of 2022, licensing 10 new foster homes during the year.

VII. General Recommendations

The team recommends the following to community agencies and policy makers through the submission of the fatality reports to the Department of Health and Human Services:

- Enhanced community training on the dangers of smoking during pregnancy and in the presence of children
- Safe Sleeping
- Firearm Safety

The team recommends the following training for community members and the team:

- Opioid crisis and Federal Response
- Human Trafficking
- Operations and effectiveness of Methadone and Suboxone clinics
- Prematurity and perinatal issues
- Child death scene investigations
- Child suicide prevention
- Safe Sleeping

VIII. Recommendations to Rowan County Board of Commission

- a. Issue a Proclamation declaring the month of April as Child Abuse Prevention and Awareness month.
- b. Accept and approve this annual report presented in order to keep the Board informed of activities to date.
- c. Appoint new members of the CCPT/CFPT for mandated member positions as vacancies occur and include at-large appointments to ensure that members of the community continue to be involved in the important work of protecting our children.
- d. Encourage use of Evidence-Based Practice models for agencies receiving county funding.
- e. Provide ongoing leadership efforts to prevent child abuse and neglect by urging local agency collaboration and support of the Community Protocol for Child Abuse Prevention and of the Multi-Disciplinary Team staffing at the Child Advocacy Center
- f. Support the recommendation that the Community Child Protection and Child Fatality Prevention Team review the Community Protocol for Child Abuse Prevention each year. Annually, the Protocol will be reviewed and any changes to the document would be voted upon and signatures of involved agencies would be obtained.
- g. Consider the impact of economic supports on child abuse prevention in Rowan County.

Economic Supports Can Prevent Child Abuse & Neglect in North Carolina

About Prevent Child Abuse NC

Prevent Child Abuse North Carolina (PCANC) is the leading statewide nonprofit organization dedicated to preventing child abuse and neglect. Through collaboration with partners across North Carolina, PCANC works with communities to build safe, stable, nurturing relationships for all children. PCANC is the North Carolina chapter of Prevent Child Abuse America.

PCANC's policy team advocates for policies that strengthen families and prevent child maltreatment. This work is grounded in the Center for the Study of Social Policy's Strengthening Families Protective Factors Framework.



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Economic Supports Can Prevent Child Abuse and Neglect in North Carolina

NC is spending money on a preventable problem, but not enough on preventing it in the first place. We can prevent child abuse, North Carolina, by investing in upstream strategies that can address the root causes of child abuse and neglect, ultimately saving both money and lives.

Children have tremendous potential – which our society needs – and which we have a shared obligation to foster and protect.

North Carolina spends more than \$2 billion annually on the downstream consequences of child abuse and neglect in our social services, criminal justice, health care and education systems – and in lost worker productivity for the workforce¹. Child abuse and neglect are considered Adverse Childhood Experiences (ACEs), a grouping of potentially traumatic early experiences collectively cited by the Centers for Disease Control and Prevention (CDC) and the American Academy of Pediatrics as a public health crisis correlated to five of the top ten leading causes of death in the United States^{2,3}. The original study on ACEs also included childhood experiences such as witnessing or experiencing violence and growing up in a household with a family member experiencing mental illness or substance misuse⁴. A newer model for ACEs incorporates "Adverse Community Experiences" as well, such as experiencing poverty, discrimination, and poor housing quality or affordability⁵.

Both types of adverse experiences, in the absence of protective supports, can disrupt children's healthy development. Sustained experiences of adversity can lead to toxic stress levels that overwhelm the body's stress response and can lead to lasting health impacts from wear and tear on the body's vital systems⁶. Exposure to unhealthy environments where there is violence or poor living conditions can also have both immediate and lasting health effects. A few of the many long-term health consequences that can result from unbuffered childhood adversity are depression, heart disease, and cancer⁷.

However, child maltreatment is preventable with strategic policies that enhance the well-being and resiliency of families, helping to prevent abuse and neglect from happening in the first place. The Center for the Study of Social Policy cites **Concrete Supports for Families in Times of Need** as a key

Protective Factor⁸. Recent studies confirm that providing various economic supports to families can significantly reduce involvement with child welfare, reduce the number of children entering foster care, and offer significant savings in federal, state, and county budgets – while resulting in positive outcomes for children's health, safety, educational attainment, and workforce preparedness. Providing these concrete supports can also build the resilience of children and families by helping them to better weather challenges while buffering the effect of adversity on children's developing brains and bodies.

Nationally, estimates suggest that between 60–75% of CPS reports are for neglect^{9,10}. Courts have been found to remove children from homes and to fail reunification for "reasons of poverty" that could potentially be resolved through the provision of economic or material resources¹¹. As stated by former leadership of the U.S. Children's Bureau:

"Poverty is a risk factor for neglect, but poverty does not equate to neglect... We must also be very clear that poverty is disproportionately present in communities of color and that this fact carries direct implications for child welfare. Overwhelmingly, the faces of the children, youth, and parents involved in child welfare are black and brown or very poor and white—people who data tells us are more often economically vulnerable or disadvantaged."¹²

Children of color experience investigations for allegations of child abuse and neglect at much higher rates than white children—one study that followed a birth cohort found that **about half of Black children and Native American children (46.8% and 50.2%, respectively) experienced a CPS investigation by their 18th birthday**, as compared to 26.3% overall for the cohort¹³. Black children are disproportionately represented in foster care as well—while 14% of the general child population, Black children make up 23% of the foster care population¹⁴.

Policies that strengthen economic supports for families may prevent child maltreatment and reduce foster care entries and associated costs¹⁵, while also creating a more equitable system. Investing upstream in economic supports to address the root causes of child maltreatment is good for kids, good preventative medicine, and good public policy.

A new body of research indicates that investments in economic supports for families save money in the child welfare system and, most importantly, improve outcomes for children and families, ultimately improving health, safety, educational attainment, and future workforce productivity.

Every child is filled with promise, and it is on all of us to protect and foster their potential by creating a society that helps nurture them in safe, stable, and nurturing relationships and environments. The policies that we choose to enact offer opportunities to design systems in equitable and supportive ways to ensure that children, their families, and communities can thrive. In order to achieve this goal, every policy should consider families and their needs, and work to reduce stressors so that families have the concrete supports that they need to provide strong and supportive family relationships.

The following are some research-based policy solutions:

- [Refundable State Earned Income Tax Credit](#)
- [Minimum Wage Increases](#)
- [Access to Health Care](#)
- [Resourcing Families in Early Childhood Home Visiting](#)
- [Child Welfare System Differential Response with Concrete Supports](#)
- [Supportive Housing](#)
- [Paid Family and Medical Leave](#)
- [Child Care Subsidies](#)

Refundable State Earned Income Tax Credit (EITC)

For its potential as a strong economic support to families, the Centers for Disease Control and Prevention (CDC) recommends the EITC as a tool to mitigate the risk factors associated with child abuse and neglect¹⁶. The CDC advises that boosting a family's financial security can reduce child abuse and neglect by improving parents' ability to meet the family's basic needs and provide quality child care, while also reducing parental stress and depression.

A refundable state EITC is associated with reductions in CPS involvement, especially for single- mother families and larger families. A refundable state EITC of at least 10% of the federal EITC has been associated with **an 11% decrease in foster care entries compared to states without a state-level EITC**, even after controlling for child poverty rate, racial/ethnic composition, education, and unemployment. According to the North Carolina Department of Revenue, each year more than 850,000 NC families could benefit from a state EITC, including nearly 1.2 million children¹⁷. NC lawmakers established the state EITC in 2007, in the middle of the two economic downturns that occurred during the 2000s. That decade represented a lost decade for families in North Carolina who faced substantial job loss, spikes in poverty, a boom in low-wage work, and prolonged deterioration in household income¹⁸. In 2014 the state EITC was repealed in NC. Now in 2021, many front-line, essential workers have continued to work through the COVID-19 pandemic in low-wage jobs, and this workforce is disproportionately comprised of women, as well as Black, Indigenous, and Latinx workers.

Eligible North Carolinians receive an average of \$2,500 annually in federal EITC benefits¹⁹. Therefore, a refundable state EITC set at 20% of the federal credit, which is approximately the national average, would mean an extra \$500 annually for working families in our state²⁰. This additional concrete economic support for families could make a significant difference in helping to make ends meet. Receiving an EITC is associated with the increased consumption of healthy, fresh foods at home and the decreased consumption of processed foods, which are typically cheaper and more accessible²¹. This benefit is crucial for ensuring lifelong health, as food insecurity has been associated with lasting health impacts like diabetes and hypertension²². In North Carolina, one in seven people faces hunger, and one in five children struggles with hunger²³.

Minimum Wage Increases

The minimum wage in North Carolina is currently \$7.25 an hour for most employees, except for tipped workers, full-time students, learners, and apprentices, for whom there are lower minimum wages permitted²⁴. Some agricultural and domestic employees are instead subject to the federal minimum wage²⁵, which is currently also \$7.25 per hour, however many farmworkers remain exempt from minimum wage laws altogether²⁶.

The state minimum wage in North Carolina was last increased in 2008, when it was increased by 70 cents from \$6.55 to the current rate of \$7.25 per hour²⁷, despite a persistently rising cost of living in communities across the state. According to the United Way of North Carolina's "Our Money Needs Calculator", a family with two working parents and two school-aged children would need each parent working full-time for least \$16 per hour in Mecklenburg County, \$12 per hour in Wilson County, or \$14 per hour in Watauga County to make ends meet²⁸. Notably, based on this calculator, the minimum wage of \$7.25 per hour would not be sufficient for a family of two working parents with two school-aged children to cover expenses without outside assistance in any of North Carolina's 100 counties.

One study found that states increasing the minimum wage beyond \$7.25 per hour saw a reduction in child maltreatment reports, with a 9.6% reduction in neglect reports for every \$1 increase in hourly wages²⁹. This study also found that the associated reduction in child maltreatment reports was especially strong for neglect among young (0–5) and school-aged (6–12) children, with the biggest reduction in neglect for the youngest children³⁰—a critical period for development of attachments, relationships, and healthy brains. By supporting caregivers with an increase in hourly wages, we can give them tools to provide for their children's basic needs, particularly their young children.

Access to Health Care

Families across North Carolina struggle to access health care, with many caught in the coverage gap of making more than the threshold to be eligible for Medicaid coverage, but too little to afford purchasing private health insurance³¹. This gap in access to affordable health care coverage contributes to the large number of uninsured children in our state—about 142,000 children in 2019³². States have the option to expand Medicaid coverage to include adults with incomes up to 138% of the federal poverty level³³, as has been done in 38 states³⁴, and doing so is one potential avenue for resolving this gap in access to health care coverage. States' expansion of Medicaid has been linked to reductions in psychological distress for low-income parents—both decreasing the share of low-income parents reporting severe psychological distress and increasing the share of low-income parents reporting no or mild distress³⁵. Alleviating such significant stressors on parents equips them to provide more stable and nurturing relationships for their children.

Access to affordable health care is important for families' medical needs and parental mental health, but the positive impacts go even further. States where Medicaid has been expanded saw an associated 422 fewer cases of child neglect per 100,000 children than states without expanded Medicaid, which was an 11% drop from the baseline rate of child neglect³⁶. This same study found no associated decrease in physical abuse with Medicaid expansion, indicating that expanding Medicaid specifically addresses a factor of child neglect, such as strained family finances.

Resourcing Families in Evidence-Based Early Childhood Home Visiting

Early childhood home visiting programs that offer concrete supports for families have resulted in families being more likely to remain engaged in the program and less likely to experience a child maltreatment report. One study found that concrete supports provided by a home visitor, like assistance with utility bills or clothing, predicted improvements in parenting outcomes and reductions in recidivism with child welfare services³⁷. Evidence-based, early childhood home visiting programs such as Family Connects, developed by the Duke Center for Child and Family Policy, have been shown to reduce the likelihood of child maltreatment by 44%³⁸.

By investing in home visiting programs, long-term outcomes for parents and children are improved. This includes increased positive parenting skills, more responsive parenting interactions, increased parental knowledge of child development, stronger parent-child bonds, and fewer negative and stress reactions³⁹. All of these positive outcomes interact with each other to improve child well-being by supporting families, strengthening parent-child relationships, and promoting self-confidence.

Child Welfare System Differential Response with Concrete Supports

Differential response in child welfare systems allows greater flexibility for social workers to keep more families safely together, separating "investigations" from "family assessments" based on the risk level and specific details of the allegations. North Carolina has implemented differential response, called the "multiple response system", with lower-risk reports able to go through a family assessment where there is a greater emphasis on partnership building and enhancing the family's existing strengths and supports.

Concrete supports, such as housing assistance, rent, utilities, food or clothing, appliances, furniture, home repair, or other financial help, that are provided to low-income families via differential response resulted in fewer subsequent neglect reports (43.2%) compared to families receiving no concrete supports. Concrete supports to low-income families via differential response also resulted in fewer removals of children from their homes into foster care⁴⁰.

Supportive Housing

In the 2016–2017 school year, the NC public school system counted 29,545 K–12 students who had experienced homelessness during the school year⁴¹—more recent data is not yet available, but it is notable that this data is from before the pandemic and associated recession. Studies have found that over 50% of adults experiencing homelessness who are living in shelters are parents, and 44% of mothers experiencing homelessness were separated from one or more children⁴². Another study found that 37% of children whose mothers experienced homelessness were involved with the child welfare system at some point⁴³. "Inadequate housing" was identified as a circumstance of removal for about 11% of children in foster care in 2012⁴⁴.

Supportive housing interventions combine affordable housing with intensive case management services to help families remain housed and address other challenges, such as substance use or chronic physical health conditions⁴⁵. One study found that families receiving supportive housing experienced fewer child

removals from the home than families in the control group, (9% vs 40%). In addition, families receiving supportive housing, experienced higher rates of reunification than those who did not receive supportive housing (30% vs. 9%)⁴⁶. Another study found that providing supportive housing improved outcomes for children by reducing changes in where they attended school, increasing school attendance, increasing math test scores, and decreasing overall involvement with the child welfare system⁴⁷.

Supportive housing interventions are cost effective⁴⁸ and could produce an annual estimated savings of \$23 million in North Carolina if families who fit the criteria were housed with supportive services instead of removing and placing their children in foster care with services⁴⁹. In 2019, Mecklenburg County allocated \$1 million to implement Keeping Families Together, a supportive housing program considered to be a promising practice in improving child well-being and decreasing involvement with the child welfare system⁵⁰

Paid Family and Medical Leave

Paid leave policies provide employees with partially- or fully- compensated time away from work for specific, significant family caregiving needs. Paid family and medical leave policies are concrete supports and are critical in preventing child abuse and neglect because they allow parents to take protected time off from work without jeopardizing their finances or employment. This is a concrete policy solution that will support families in time of need. When families face unseen financial hardships, it sets the stage for increased parental stress, which could be a trigger for abuse and neglect. Boosting family income through paid family leave can relieve pressure, helping to head off childhood adversity before it happens.

In North Carolina, the unpaid leave offered by the Family and Medical Leave Act of 1993 (FMLA) is inaccessible to 64% of working people⁵¹. Many moms are returning to work too soon after giving birth—one analysis found that a quarter of women working in the US returned to work as soon as two weeks postpartum, and 12% returned within a week of childbirth⁵². The science is also clear that the early weeks of life are critical to parent-child attachment and the creation of the nurturing, responsive relationships that babies need to build a strong foundation for life-long brain development, learning, and good health.

In March 2019, the Duke Center on Child and Family Policy conducted a study that examined the potential implementation and impacts of a paid family and medical leave insurance program in NC. They found several likely benefits to children, families, employers, and the overall economy, including:

- Twenty-six infant lives saved each year if NC offered twelve weeks paid leave at 80% wage replacement;
- Decreased nursing home usage;
- Decreased reliance on public assistance; and
- Support for individuals and families battling opioid addiction⁵³.

The "Sandwich Generation" is the time of life when middle-aged adults, who are often caring for young

children, are also providing care for their aging parents. Around 40% of caregivers for elderly relatives work in inflexible environments and have been forced to reduce their work hours or quit⁵⁴. This has a substantial impact on women in the workforce.

Workers in low-wage, part-time, and many of the front-line/essential worker jobs are also the least likely to have access to paid leave policies—meaning that the lack of statewide paid leave policies in North Carolina disproportionately impacts workers who are women, and especially Black, Latinx, Asian American and Pacific Islander (AAPI), and Native American workers^{55,56}. Wage replacement rates for paid leave policies are a critical equity consideration, as a loss of any portion of wages can be particularly challenging for low-wage earners who have little-to-no room in their budgets for lost wages. Statewide paid leave policies with sufficient wage replacement rates are therefore one key tool in building an equitable recovery.

Child Care Subsidies

Quality child care can encourage positive parenting practices⁵⁷, while instability in and the financial burden of child care arrangements have been found to be associated with poor parenting behaviors⁵⁸. Child care subsidies increase the hours that parents are available to work, thereby also potentially increasing family income, and one study found that the number of months in the previous 12 that families received a child care subsidy was associated with a decreased likelihood of being investigated for physical abuse or neglect⁵⁹.

Issues with access to child care are compounded for low-income families with young children, as infant and toddler care is generally more expensive than care for older children, while there are also typically fewer high-quality care providers available for the youngest children⁶⁰. Research has also shown a significant association between families not having reliable emergency child care options and the likelihood of neglectful behaviors⁶¹. These difficult situations that some parents are put in could be alleviated by improving systems to increase access to child care, thereby equipping parents with the tools they need to tackle challenges and setting their children up for success.

Prevent Child Abuse NC's Recommendations

These research findings provide a compelling case for increased investments in concrete economic supports for families. The COVID-19 pandemic has also shined a light on the stresses and weak support systems for family economic security and paid leave. The pandemic requires an unprecedented response from policymakers for North Carolina's children and families. Our efforts should remain focused on sound research; data, including the voices of those with lived expertise; and strategies that are shown to improve the outcomes for families.

Providing families with stronger household financial security through economic supports is a primary prevention strategy that reduces stress and therefore the likelihood of incidences of abuse and neglect. Severe and persistent stress can overload our ability to manage emotions. This helps to explain why, historically, recessions have contributed to a rise in child abuse and neglect. But we also know that reducing the financial burdens on families and adding supports can make a huge difference. Additionally, providing primary prevention strategies, such as evidence-based home visiting, can reduce the stress that families across North Carolina are under right now. If we act now, North Carolina can make sure that children and families can keep moving forward, even during this difficult time.

Each of the above policies have been demonstrated as effective approaches to preventing child abuse and neglect. **Based on the research, Prevent Child Abuse NC recommends that policymakers prioritize the following primary prevention policies to build strong families and safe communities to create the safe, stable, nurturing relationships and environments that all children deserve.**

Increase family economic security through refundable tax credits.

Empowering families to meet their basic needs of food, shelter, and medical care by strengthening household financial security is proven to reduce the risk factors for child abuse and neglect. Policies that increase the economic self-sufficiency of families alleviate some parental stress and help families in establishing a stable household—two factors that can help protect children from abuse and neglect.

Policy recommendation: Reinstate the state Earned Income Tax Credit (EITC) in North Carolina to at least 20% of the Federal EITC.

Make evidence-based home visiting and parenting education programs available to parents and caregivers on a continuum from prenatal to college.

Parenting education can be delivered in a home setting (home visiting) or group setting (parenting education groups). Early childhood home visiting programs help parents gain basic parenting skills by matching new families with trained providers, such as nurses, social workers, or parent educators. Similarly, group-based parenting education increases the skills and knowledge of parenting and child development, but in a setting outside of the home. Evidence-based parenting education, whether delivered in the home or in a group setting, has been shown to prevent child abuse and neglect.

Policy recommendation: Increase access to concrete supports by investing in evidence-based, early childhood home visiting and parenting education programs through community-based agencies such as Family Resource Centers and local Partnerships for Children/Smart Start, increasing the reach of these programs to all families in North Carolina.

Implement family-friendly policies and programs in the workplace that support and strengthen families.

Family-friendly workplace policies improve the balance between work and family while ensuring family economic security. Policies that promote family economic security such as paid family and medical leave improve families' health and well-being, workforce participation, and decrease the risk of child abuse and neglect.

Policy recommendation: Implement a universal paid family and medical leave program, with sufficient wage replacement for low-wage earners.

Improve access to quality, affordable child care.

Better quality child care increases the likelihood that children will experience safe, stable, nurturing relationships and environments and decreases the risk of maltreatment-related fatalities. Access to affordable child care reduces parental stress and access to high-quality child care is associated with fewer symptoms of maternal depression. Both parental stress and maternal depression are risk factors for child abuse and neglect.

Policy recommendations:

- **Increase access to child care subsidy assistance support for infants and toddlers by requiring counties to establish a separate waiting list for infants and toddlers (ages six months – three years), and proportionally serve infants.**
- **Explore legislative changes to lower the parent co-pay fee from 10% to 7% of family income—the recommended national average—with families below 200% of the FPL (federal poverty level) able to access child care free of charge, and families between 200% of the FPL and 85% of the SMI (state median income) able to access child care with a sliding fee scale.**

Conclusion

Policies can help to create the safe, stable environments that children need to thrive. Instead, they often channel serious stress into communities, undermining child and family well-being. For example, decades of housing discrimination – including current unfair lending practices – mean that Black families are less likely to live near higher-wage, stable jobs and are more likely to experience pressure from low wages or long commutes. ACEs, including experiencing discrimination and racism, can lead to chronic stress that sparks a toxic stress response, increasing the risk for depression, anxiety, or other causes of child neglect. The cascade of consequences from policy to parenting means that when we work on racial equity, enhancing resiliency, and building protective factors, we also help to prevent child abuse and neglect.

Now, more than ever, parents and children need support. We can prevent child abuse, North Carolina.

The research is clear. We can invest upstream in families so that our children thrive and reach their full potential. We must prevent child abuse, North Carolina, because what happens in childhood lasts a lifetime.

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Proclamation for Child Abuse Prevention and Awareness Month

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

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

WHEREAS, approximately 93,195 children were subject of investigations of abuse, neglect and/or dependency in North Carolina in fiscal year 2021; *and*

WHEREAS, 45 children were victims of homicide by their parent or caretaker in North Carolina during the year 2021; *and*

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

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

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

THEREFORE, the Rowan County Commissioners, does hereby proclaim **April 2023** as **Child Abuse Prevention Month** in Rowan County and calls upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to prevent child maltreatment and strengthen the communities in which we live.

This the 3rd day of April, 2023.

Gregory C. Edds, Chairman
Rowan County Commission

ATTEST:

Sarah Pack
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 04/03/2023
SUBJECT: Public Hearing and Finding Resolution for Installment Financing Airport Hangars

Board of Commissioners to hold a public hearing and approve Finding Resolution for Finance Department to submit application for installment financing to the North Carolina Local Government Commission.

Pursuant to Section 160A-20 of the General Statutes of North Carolina and Section 147(f) of the Internal Revenue Code of 1986 with respect to an installment financing contract in the principal amount currently expected not to exceed \$8,701,000 the proceeds of which will be used to finance a portion of the costs of the acquisition, construction and equipping of the following: one new approximately 17,400 square foot public safety hangar (including office space) (the "Public Safety Hangar"), one approximately 20,600 square foot hangar (including office space) and three box hangars (approximately 4,000 square feet each) (collectively, the "Hangars"), all located at the Mid-Carolina Regional Airport. The Hangars will be owned by Rowan County, North Carolina. A portion of the Public Safety Hangar may be leased to Novant Health, Inc. a North Carolina nonprofit corporation and an exempt organization under Section 501(c)(3) of the Code (or an affiliate or related party). A portion of the installment payments due under the Contract are expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

Total project cost is currently estimated at \$12.7 million. The County has \$3 million in SCIF funding for this project and \$1 million in County funding.

Attached is a copy of the notice that was published on March 23, 2023 in the Salisbury Post and the Findings Resolution.

Board of Commissioners to approve resolution authorizing the filing of an application for approval of an installment financing contract authorized by North Carolina General Statutes 160A-20 and making certain findings required by North Carolina General Statutes 159-151.

ATTACHMENTS:

Description	Upload Date	Type
Public Notice	3/21/2023	Cover Memo

**NOTICE OF PUBLIC HEARING
BOARD OF COMMISSIONERS OF ROWAN COUNTY, NORTH CAROLINA**

NOTICE IS HEREBY GIVEN that pursuant to Section 160A-20 of the General Statutes of North Carolina and Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) the Board of Commissioners of Rowan County, North Carolina will hold a public hearing on Monday, April 3, 2023 at 3:00 p.m. (or as soon thereafter as the hearing may be held) in the Rowan County Administration Building, J. Newton Cohen Sr. Room, 2nd Floor, 130 W Innes Street, Salisbury, North Carolina 28144, with respect to an installment financing contract (the “Contract”) in the principal amount currently expected not to exceed \$8,701,000, the proceeds of which will be used to finance a portion of the costs of the acquisition, construction and equipping of the following: one new approximately 17,400 square foot public safety hangar (including office space) (the “Public Safety Hangar”), one approximately 20,600 square foot hangar (including office space) and three box hangars (approximately 4,000 square feet each) (collectively, the “Hangars”), all located at the Mid-Carolina Regional Airport, 3670 Airport Loop, Salisbury, NC 28147. The Hangars will be owned by Rowan County, North Carolina. A portion of the Public Safety Hangar may be leased to Novant Health, Inc. a North Carolina nonprofit corporation and an exempt organization under Section 501(c)(3) of the Code (or an affiliate or related party). A portion of the installment payments due under the Contract are expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

Any person wishing to submit written comments regarding the Contract and the financing of the Project or any matter related thereto should do so within seven (7) days after the date of publication of this notice by delivering such written comments to the Clerk of the Rowan County Commissioners, 130 W. Innes Street, Salisbury, NC 28144. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Contract.

/s/ Sarah Pack
Clerk to the Board of Commissioners
Rowan County, North Carolina

[To be published once no later than March 24, 2023]

BOARD OF COMMISSIONERS
OF
ROWAN COUNTY, NORTH CAROLINA

Excerpt of Minutes
of Meeting of
April 3, 2023

Present: Chairman _____ presiding, and Commissioners _____

Absent: _____

* * * * *

Commissioner _____ introduced the following resolution, the title of which was
read:

RESOLUTION AUTHORIZING THE FILING OF AN
APPLICATION FOR APPROVAL OF AN INSTALLMENT
FINANCING CONTRACT AUTHORIZED BY NORTH
CAROLINA GENERAL STATUTES §160A-20 AND MAKING
CERTAIN FINDINGS REQUIRED BY NORTH CAROLINA
GENERAL STATUTES §159-151

WHEREAS, the Board of Commissioners (the “Board of Commissioners”) of Rowan County, North Carolina (the “County”) desires to pursue the financing of the acquisition, construction and equipping of new airport hangars at the Mid-Carolina Regional Airport (the “Project”) pursuant to an installment financing contract, as permitted under N.C.G.S. §160A-20; and

WHEREAS, it is anticipated that the portion of the cost of the Project that will be financed, together with the payment of issuance expenses in connection with the financing, will not exceed \$8,701,000; and

WHEREAS, the installment financing contract for the financing of the Project pursuant to N.C.G.S. §160A-20 must be approved by the North Carolina Local Government Commission (the “LGC”) and will only be approved if the findings of N.C.G.S. §159-151(b) have been made; and

WHEREAS, the County has today held a public hearing regarding financing of the Project through the execution and delivery of the installment financing contract, as evidenced by the Certificate and Summary of Public Hearing attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County, as follows:

1. After consideration, the Board of Commissioners has determined that the most advantageous manner of financing the Project is by an installment financing contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. In support thereof, the Board hereby makes the following findings of fact:

- (a) Pursuant to Section 160A-20, the County is authorized to finance the Project by entering into an installment financing contract and a security agreement that creates a security interest in some or all of the Project to secure repayment of such financing.
- (b) The proposed financing is necessary or expedient because it will provide needed improvements for the County.
- (c) The proposed financing is preferable to a bond issue for the same purpose because of low fixed costs and favorable interest rates offered through installment contract financing compared to a bond issue.
- (d) The cost of the proposed undertaking is approximately \$12,600,000, a portion of which will be paid with funds on hand and funds received under the State Capital and Infrastructure Fund. The remaining cost of the Project (\$8,701,000) exceeds the amount of funds that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted general obligation bonds that could be issued by the County in the fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution.
- (e) The sums proposed to be provided under the financing are adequate and not excessive for the stated purpose of financing the Project.
- (f) The County's debt management procedures and policies are good and have been carried out in strict compliance with law and will henceforth be so carried out.
- (g) There will be no increase in taxes necessary to meet the sums to fall due under the proposed financing.
- (h) The County is not in default in any of its debt service obligations.

2. The attorney for the County will render an opinion that the proposed financing is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

3. Each of the County Manager, the Finance Officer, and other appropriate officers of the County is hereby authorized and directed to proceed with the financing of the Project and the filing of an application with the LGC for its approval of such financing as described above for the financing of the Project in an amount not to exceed \$8,701,000, and the actions of any of the Chairman, the County Manager, the Finance Officer, and other officers of the County in connection therewith are hereby approved and confirmed.

4. All other acts of the Board of Commissioners and the officers of the County, which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Project, are hereby ratified, approved and confirmed.

5. 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, Sarah Pack, 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 April 3, 2023, 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 April, 2023.

Sarah Pack, Clerk
Board of Commissioners
County of Rowan, North Carolina

[SEAL]

CERTIFICATE AND SUMMARY OF PUBLIC HEARING

The undersigned Clerk to the Board of Commissioners for Rowan County, North Carolina hereby certifies:

1. Attached hereto as Exhibit A is an Affidavit of Publication with respect to notice of a public hearing (the “Hearing”) held on April 3, 2023, with respect to the financing of the acquisition, construction and equipping of new airport hangars at the Mid-Carolina Regional Airport pursuant to N.C.G.S. § 160A-20.

2. The presiding officer of the Hearing was Chairman Greg Edds.

3. The following is a list of the names and addresses of all persons who spoke at the Hearing:

4. The following is a summary of the oral comments made at the Hearing:

WITNESS my hand and the official seal of the County this 3rd day of April, 2023.

(SEAL)

Sarah Pack, Clerk
Board of Commissioners
Rowan County, North Carolina

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 & Randy Cress, Assistant County Mgr/CIO
DATE: 3/23/23
SUBJECT: GRANT PROGRAM PROPOSAL: Plumbing Repair/Replacement for Eligible Customers of NE Rowan Water System

Background:

In July 2018, the Northeast Rowan County Water System (NRCWS) began distributing public water supply to customers who were previously supplied from private groundwater wells. NRCWS is a consecutive system that obtains water from Salisbury-Rowan Utilities (SRU) and serves a population of approximately 445 people. Rowan County owns the water system, and SRU serves as the "Operator in Responsible Charge" (ORC or "Operator"). SRU operates a water treatment plant that supplies the City and Northeast Rowan County systems.

Beginning in July 2018, NRCS and its Operator have performed semi-annual tap sampling for the EPA's Lead and Copper Rule compliance. The system's 90th percentile lead concentration had exceeded the EPA requirements as indicated in many of these water samples.

Analysis by outside engineering consultants also demonstrated that there is no source of lead in the public water supply but rather that lead was leaching into drinking water from old or outdated private plumbing systems and components within some customers' properties. The County and Operator have taken action to support the reduction of lead concentrations in homes in the system by altering treatment techniques to best prevent the leaching of lead in the private plumbing systems.

More recently, the EPA created a Trigger Level for lead in drinking water of 10 parts-per-billion (previously 50 ppb).

Rowan County has proactively researched methods to address lead leached into drinking water from private plumbing. The County also expects to receive funding from American Rescue Plan Act funds through the DEQ specifically intended to address lead contamination in drinking water. ARPA funding provides a potential opportunity for the County to assist citizens who may have lead leaching into their system from their private plumbing systems.

Proposal:

Rowan County proposes to established the 2023 Plumbing Grant for Lead Remediation for Qualified Customers of NE Rowan County Water System program. The Plumbing Grant will allow qualifying customers (those with prior sampling values greater than 10 ppb) to have appropriate repairs and/or replacements made in their private plumbing system to address materials causing lead to leach into the drinking water.

It is respectfully requested that the Board of Commissioners approve the grant program, 2023 Plumbing Grant for Lead Remediation for Qualified Customers of NE Rowan County Water System.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Plumbing Grant Program	3/23/2023	Exhibit

ROWAN COUNTY, NC 2023 Lead Remediation Plumbing Grant for Qualified Customers of NE Rowan County Water System

BACKGROUND INFORMATION

In July 2018, the Northeast Rowan County Water System (NRCWS) began distributing public water supply to customers who were previously supplied from private groundwater wells. NRCWS is a consecutive system that obtains water from Salisbury-Rowan Utilities (SRU) and serves a population of approximately 445 people. Rowan County owns the water system, and SRU serves as the Operator in Responsible Charge (ORC or “Operator”). SRU operates a water treatment plant which supplies the City and Northeast Rowan County systems.

Beginning in July 2018, NRCS and its Operator have performed semi-annual tap sampling for the EPA’s Lead and Copper Rule (LCR) compliance. The system’s 90th percentile lead concentration has exceeded the Action Level during many of these sampling events.

Because there is no source of lead in the public water supply, the County and Operator have taken action to support the reduction of lead concentrations in homes in the system by altering treatment techniques to best prevent the leaching of lead in the private plumbing systems.

Recently, the EPA created a Trigger Level for lead in drinking water of 10 parts-per-billion (ppb).

Rowan County has established the 2023 Plumbing Grant for Lead Remediation for Qualified Customers of NE Rowan County Water System program. The Plumbing Grant will allow qualifying customers (those with prior sampling values greater than 10 ppb) to have appropriate repairs and/or replacements made in their plumbing system to address materials causing lead to leach into the drinking water.

GRANT PROGRAM OBJECTIVE:

Zero lead in drinking water supplied through NE Rowan Water System.

APPLICANT ELIGIBILITY

Customers of NRCWS meeting the following requirements are eligible to apply; applying for Plumbing Grant funding does not guarantee that funding will be awarded.

1. The property must have its drinking water supplied through the NE Rowan Water System.
2. Applicants must participate in the County’s Voluntary Tap Water Sampling program. Customers already participating in this program may use results from their most recent test. Applicants who have not participated in the Voluntary Sampling Program may begin by contacting [CONTACT INFORMATION] to begin testing.
3. The most recent tap water sample from the property should show near or above the EPA trigger level of 10ppb. (Tap water samples will be evaluated on a case-by-case basis.)
4. Property owner must agree to follow-up lead testing after replacement/repair work is complete.

APPLICATION INSTRUCTIONS

STEP ONE: Ensure you have a tap water sample test showing lead levels, dated July 2018 or later.

- If you do not have a tap water lead report from 7/2018 or more recent, contact [CONTACT INFORMATION] to request a tap water sampling.
- If you do have a tap water lead report dated July 2018 or more recent, include it with your application materials. (Rowan County may require a new water sampling test at its discretion.)

STEP 2: Gather all the required application materials together:

1. Completed and signed/dated application form,
2. Date of your most recent lead test report (must be dated July 2018 or more recent). Rowan County may, at its own discretion, require additional lead testing as part of applicant evaluation.
3. 3 quotes from licensed and insured plumbing contractors

STEP 3: Send completed applications to

By Mail:

Rowan County Plumbing Grant
Grants Administration Dept
130 W. Innes St.
Salisbury, NC 28144

OR scan and email electronic copies to:

plumbinggrant@rowancountync.gov

APPLICATION REVIEW & AWARD PROCESS

1. The County will review applications received by June 30, 2024¹ to determine applicant's eligibility. Awards are made by the Rowan Board of Commissioners, based on applicant eligibility, established priorities, and funding availability.
2. A notification letter will be sent to the applicant(s) identifying whether the request has been granted, granted with restrictions, or denied. If awarded, the letter will state the amount of the reward.
3. An agreement between the County and the property owner(s) must be signed before any grant-eligible work commences. The agreement must be signed by the property owner and the County on or before December 1, 2024.
4. To be eligible for grant payment, all work must be completed by December 1, 2025, and all related invoices must be received by the County on or before December 31, 2025. Invoices received after December 31, 2025, will not be paid by the County. The property owner is responsible for ensuring

¹ Note: Applications received after June 30, 2024 may be reviewed on a case-by-case basis and awards made by the Board of Commissioners based on established priorities and funding availability. No awards will be made after October 31, 2024.

all invoices are submitted to the County by the established deadlines. Invoices can be submitted by email to plumbinggrant@rowancountync.gov or by mailing copies to:

Rowan County Plumbing Grant
Grants Administration Dept
130 W. Innes St.
Salisbury, NC 28144

5. Upon submittal of a copy of the contractor's invoice by the property owner, the County will review and approve all or a portion of the invoice based on whether it represents grant-eligible expenses. County will make payments for grant-eligible expenses directly to the contractor within 30 days of invoice receipt. Rowan County reserves the right to withhold payment for work found to be not in substantial conformance with the grant proposal.

EVALUATION CRITERIA

Grant application requests received prior to June 30, 2024, will be evaluated on an eligibility basis and are dependent on funding availability.

1. Completeness of application.
2. Water supplied to the property by Northeast Rowan County Water System.
3. Lead level indicated in the most recent tap water sample report.
4. Date of most recent water sampling (follow-up testing may be required).
5. Qualifications of the plumbing contractor supplying the quote (contractor must be licensed and insured for plumbing work in the State of NC).
6. Eligibility of cost items included in the contractor quote.
7. Quotes reflect reasonable, "like-for-like" repair/replacement of plumbing elements (e.g. faucets, etc.).
8. Proposed repair/replacement in the quote address potential leaching of lead into the drinking water.

The grant award amount will be based on the lowest qualified bidder's quote; the property owner is solely responsible to hire and oversee the plumbing contractor and ensuring that all work meets the property owner's expectations and established inspection requirements. Rowan County will pay up to the grant amount, for grant-eligible expenses only.

1. Grant requests received after June 30, 2024, may be evaluated individually, based on established priorities, subject to available funds.
2. The proposed action repairs/replacement in the quotes must have a reasonable expectation of life cycle of at least ten years.
3. Established grant program priorities are:
 - a. Lead levels at or above EPA standards of 10ppb
 - b. Lead levels above 0ppb but below 10ppb

LEGAL STANDARD

Funds for this Grant Program are made available through the American Rescue Plan Act (ARPA) and the NC Drinking Water State Revolving Fund for drinking water lead remediation for populations presumed disproportionately impacted by the COVID-19 pandemic.

The American Rescue Plan Act² (ARPA) was signed into law by the U.S. President on March 11, 2021, creating the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF). The CSLFRF Program provides funding over a 2-year period to all states, local, and tribal governments in the United States. CSLFRF funds may be used, in part, in assisting impacted populations with lead remediation efforts. U.S. Treasury issued its Final Rule regarding use of American Rescue Plan funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Prior to that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its Interim Final Rule or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024, and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026, will result in forfeiture of ARP funds. This grant program is designed to meet requirements set forth in the American Rescue Plan Act and all subsequent U.S. Treasury guidance.

S.L. 2022-74 Appropriated Projects designated a portion of the NCDEQ ARPA funding to the NC DEQ ARPA Grant Funding for Water, Wastewater, and Stormwater. SL2022-74 made a direct appropriation to Rowan County for water, wastewater, and stormwater projects. Funding under this appropriation is subject to state and federal law, including regulations set forth by the American Rescue Plan Act Final Rule and subsequent revisions, and local policy and ordinance.

² American Rescue Plan Act of 2021, Public Law No: 117-2 (2021). <https://www.congress.gov/bill/117th-congress/house-bill/1319/text>.

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: 3/23/23
SUBJECT: Updated Rowan County Lease Proposal to USDA for Space in WEP

At the August 15, 2022 Regular Meeting of the Rowan County Board of Commissioners, the Commissioners approved the County Manager to sign and submit a proposal in response to USDA Request for Lease Proposal (RFL) No. 57-37159-22-FA. In the months since first approval was received, the USDA and County staff have refined the initial proposal numbers. The attached documents detail the updated numbers based on:

1. Estimated cost of renovation (USDA space), amortized over 10 years
2. Estimated operating costs (USDA space)
3. Base shell rental rate (square ft)

Submitting these updated forms to the USDA is the next step to negotiate lease rates for the space in West End Plaza designated for the USDA offices. We anticipate updating the Board periodically as lease negotiation proceeds.

Recommendation:

Approve the County Manager to sign and submit the updated documents to the USDA as part of the County's proposal to the USDA to lease office space in West End Plaza.

ATTACHMENTS:

Description	Upload Date	Type
Updated Proposal Document (1)	3/23/2023	Cover Memo
Updated Proposal Document (2)	3/23/2023	Cover Memo

LESSOR'S ANNUAL COST STATEMENT*Important - Read attached "Instructions"***OMB Control Number: 3090-0086****Expiration Date: 12/31/2022**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. Request for Lease Proposals (RLP)		2. Statement Date
3. Rental Area (Square Feet)	3A. Entire Building	3B. Leased by Government
4. Building Name and Address (Number, Street, City, State, and Zip Code)		

**SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES
FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION**

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY
	(a) Entire Building	(b) Government-Leased Area	
A. CLEANING, JANITOR AND/OR CHAR SERVICE			
5. Salaries			
6. Supplies (Wax, cleaners, cloths, etc.)			
7. Contract Services (Window washing, waste and snow removal)			
B. HEATING			
8. Salaries			
9. Fuel ("X" one) <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Coal <input type="checkbox"/> Electric			
10. System Maintenance and Repair			
C. ELECTRICAL			
11. Current for Light and Power			
12. Replacement of Bulbs, Tires, Starters			
13. Power for Special Equipment			
14. System Maintenance and Repair (Ballasts, Fixtures, etc.)			
D. PLUMBING			
15. Water (For all purposes) (Include Sewage Charges)			
16. Supplies (Soap, towels, tissues not in 6 above)			
17. System Maintenance and Repair			
E. AIR CONDITIONING			
18. Utilities (Include electricity, if not in C11)			
19. System Maintenance and Repair			
F. ELEVATORS			
20. Salaries (Operators, starters, etc.)			
21. System Maintenance and Repair			

G. MISCELLANEOUS (To the extent not included on Page 1)			
22. Building Engineer and/or Manager			
23. Security (<i>Watchperson, guards, not janitors</i>)			
24. Social Security Tax and Workperson's Compensation Insurance			
25. Lawn and Landscaping Maintenance			
26. Other (<i>Explain on separate sheet</i>)			
27. TOTAL			

SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

28. Real Estate Taxes			
29. Insurance (<i>Hazard, Liability, etc.</i>)			
30. Building Maintenance and Reserves for Replacement			
31. Lease Commission			
32. Management			
33. TOTAL			

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities, and ownership.

34. Signature of: ☐ Owner

☐ Legal Agent

TYPED NAME AND TITLE	SIGNATURE	DATE
34A.	34B.	34C.
35A.	35B.	35C.

INSTRUCTIONS

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

ITEM NUMBER

1. Enter the Government lease or Request for Lease Proposals (RLP) number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (*multiple tenancy basis*) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (*actual or proposed*) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor services areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include the vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
3. B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

SECTION I

ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Request for Lease Proposals (RLP) and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II

ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
34. - 35. Complete Lessor certification.

PROPOSAL TO LEASE SPACE		In Response to Request for Lease Proposals (RLP) Number➔		DATED		
SECTION I - DESCRIPTION OF PREMISES						
1. BUILDING DESCRIPTION	a. Building Name		b. Building Street Address			
c. City		d. State	e. 9-Digit ZIP Code		f. Congressional District	
2a. FLOORS OFFERED	2b. TOTAL NUMBER OF FLOORS IN BUILDING	3. TOTAL RENTABLE SPACE IN OFFERED BUILDING				
		a. GENERAL PURPOSE (Office) SF		b. WAREHOUSE SF	c. OTHER SF	
4. LIVE FLOOR LOAD Pounds per SF	5. MEASUREMENT METHOD <input type="checkbox"/> ANSI/BOMA <input type="checkbox"/> OTHER	6. YEAR OF LAST MAJOR RENOVATION (if applicable)	7. BUILDING AGE	8. SITE SIZE SF Acres		
SECTION II - SPACE OFFERED AND RATES						
9. ANSI/BOMA OFFICE AREA SQUARE FEET (ABOA)		10. RENTABLE SQUARE FEET (RSF)		11. COMMON AREA FACTOR (CAF)		
<p>"Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, excluding costs identified as tenant improvements in the Security Unit Price List. Building Specific Amortized Capital (BSAC) is the sum of costs identified as such in the Security Unit Price List. The Tenant Improvements in Block 12, are not to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements or BSAC improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary.</p>						
					Number of years each cost per square foot is in effect. State any changes for any rent component.	
	a. BUILD-OUT COSTS PER CATEGORY	b. AMORTIZATION TERM	c. AMORTIZATION INTEREST RATE (%)	d. ANNUAL RENT \$ PER RSF	e. ANNUAL RENT \$ PER ABOA SF	f. NUMBER YEARS RATE IS EFFECTIVE
12. TENANT IMPROVEMENTS (per RLP requirements)						
13. BSAC (per RLP requirements)						
14. SHELL BUILD-OUT (per RLP requirements)						
15. TOTAL BUILD-OUT COSTS						
16. SHELL RENT (Including real estate taxes. Refer to Line 28 on GSA Form 1217)						
17. OPERATING COSTS (Refer to Line 27 on GSA Form 1217)						
18. TOTAL RATE/SF						
19. TOTAL ANNUAL RENT						
	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS
20. STEP RENT (SHELL RATES)	\$ _____/RSF \$ _____/ABOA	_____ Thru _____	\$ _____/RSF \$ _____/ABOA	_____ Thru _____	\$ _____/RSF \$ _____/ABOA	_____ Thru _____
21. PARKING	a. Number of parking spaces for the entire building/ facility which are under the control of the Offeror: _____ Surface _____ Structured b. Number of parking spaces required by local code: _____ Surface _____ Structured c. Number of parking spaces for Employee/Visitor Use (per RLP): _____ Surface _____ Structured d. Number of parking spaces for Official Government Vehicles (per RLP): _____ Surface _____ Structured e. Does the rental rate offered above include RLP-required parking costs? YES <input type="checkbox"/> NO <input type="checkbox"/> If NO, complete the following: Annual cost per space: \$ _____ Surface \$ _____ Structured					

SECTION III - LEASE TERMS AND CONDITIONS**22. INITIAL LEASE TERM**
(Full Term)

a. Number of Years

b. Years Firm

c. Number of Days
Notice for Government to
Terminate Lease**23. RENEWAL OPTIONS** (Only fill block 23 out if RLP ask for Renewal Option)a. Shell Rate /
RSF / Yrb. Years
Eachc. Number of
Optionsd. Number of Days
Notice to Exercise Option:**24. OFFER GOOD UNTIL AWARD**

25. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Request for Lease Proposals (RLP) and the lease.

~~26. COMMISSIONS (If applicable), ATTACH COMMISSION AGREEMENT~~~~a. Tenant Representative Commission:~~~~b. Owner's Representative Commission:~~~~c. Schedule of Commission Payments:~~~~27. OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE*~~~~*Block 27 fees only applicable for TI subject to post-award pricing.; N/A for turnkey pricing~~~~a. Architectural/Engineering fees will be (choose one):~~

- ~~☐ 1. \$ _____ per ABOA SF
☐ 2. _____ % of Total TI construction costs
☐ 3. \$ _____ flat fee~~

~~b. Lessor's Project Management Fee will be _____ percent of Total TI construction costs~~~~c. If other fees are applicable, state as per ABOA square foot, or if using a percentage, the basis for determining the fee.~~~~The Government will add the cost of the proposed TI fees to the net present value of the offered rental rate as described in the RLP's Present Value Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements.~~**28. ADDITIONAL FINANCIAL ASPECTS OF THE LEASE**

Adjustment for Vacant Premises: \$ _____ per ABOA SF

Adjustment for Reduced Services: \$ _____ per ABOA SF*

*Only applies when Government requires extended services, such as 24/7 HVAC, beyond normal operating hours (check RLP/Lease for confirmation). Reflects reduction if Government no longer requires these extended services.

HVAC Overtime Rate: \$ _____ per hour per ☐ zone ☐ floor ☐ space
(choose one)

For rates based on a "per zone" basis, provide the following:

Number of zones in offered Space: _____

Building's Normal Hours of HVAC Operation:

Monday - Friday _____ AM to _____ PM

Saturday _____ AM to _____ PM

Sunday _____ AM to _____ PM

Percent of Government Occupancy: _____ %

Current Year Taxes: \$ _____

Based on fully assessed value? ☐ Yes ☐ NoIs the offered space part of multiple tax bills or multiple buildings on a single tax parcel? ☐ Yes ☐ No

If so, provide tax ID numbers and SF for each. Attach the legal description of the offered property.

If a site is offered, state the total land costs: \$ _____

29. FREE RENT INCLUDED IN OFFER

- ☐
1. _____ months free rent (includes shell, operating, TI and BSAC rent)
-
- ☐
2. Other rental concessions structured as follows _____
-
- ☐
3. None

30. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER (See RLP requirements)**31. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER****SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION****32. RECORDED OWNER**

a. Name

b. Address

c. City

d. State

e. ZIP +4

f. DUNS Number

33. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

☐ I have read the RLP with attachments in its entirety and am requesting no deviations.**34. Offeror's Interest in Property**☐ Owner ☐ Agent ☐ Other**35. OFFEROR** ☐ Check if same as Recorded Owner

a. Name

b. Address

c. City

d. State

e. ZIP + 4

f. Title

g. E-Mail Address

h. Telephone Number

i. Offeror's Signature

j. Date Signed

LEASE PROPOSAL DATA	In Response to Request for Lease Proposals (RLP) Number	DATE:
1	Offeror's Interest in the Property: <input type="checkbox"/> Fee owner <input type="checkbox"/> Other: Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.	
2	Flood Plains: The Property is <input type="checkbox"/> in a base (100-year) flood plain <input type="checkbox"/> in a 500-year flood plain <input type="checkbox"/> not in a flood plain. <i>(See RLP Section 2, Flood Plains.)</i>	
3	Seismic Safety: The Building <input type="checkbox"/> RLP does not contain seismic requirements. No documentation required. <input type="checkbox"/> RLP contains seismic requirements. The Building <ul style="list-style-type: none"> <input type="checkbox"/> Fully meets seismic requirements or meets an exemption under the RLP <input type="checkbox"/> Does not meet seismic requirements, but will be retrofitted to meet seismic requirements <input type="checkbox"/> Will be constructed to meet seismic requirements <input type="checkbox"/> Will not meet seismic requirements <i>(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.</i>	
4	Historic Preference: The Building is a <input type="checkbox"/> Historic property within a historic district. <input type="checkbox"/> Non-historic developed site or non-historic undeveloped site within a historic district. <input type="checkbox"/> Historic property outside of a historic district. <input type="checkbox"/> None of the above. <i>(See RLP Section 2, Historic Preference.) Attach appropriate documentation.</i>	
5	Asbestos-Containing Material (ACM): The Property <input type="checkbox"/> Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage. <input type="checkbox"/> Contains ACM not in a stable, solid matrix. <i>(See RLP Section 2, Asbestos.)</i>	
6	Fire/Life Safety: The Property <input type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease fire/life safety standards. <i>(See RLP Section 2, Fire Protection and Life Safety.)</i>	
7	Accessibility: The Property <input type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease accessibility standards. <i>(See RLP Section 2, Accessibility.)</i>	
8	ENERGY STAR®: The Building <input type="checkbox"/> Has received the ENERGY STAR® Label within the past twelve months. Date (MM-DD-YYYY): _____ <input type="checkbox"/> Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and <ul style="list-style-type: none"> <input type="checkbox"/> Determined that none are cost effective. <input type="checkbox"/> Determined that the following are cost effective (Attach additional pages): <i>(See RLP Section 2, Energy Independence and Security Act.)</i>	
9	Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below. <input type="checkbox"/> I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference. <i>(See RLP and Lease documents for more information)</i>	

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

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 4/3/23
SUBJECT: Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
Vacancy Report	3/27/2023	Cover Memo
Board Appointments	3/28/2023	Cover Memo

Board Name

Board of Adjustment (Rowan County)
Board of Adjustments (Town of Rockwell)
Board of Adjustments (Town of Rockwell)
Centralina Economic Development District
City of Kannapolis - Board of Adjustment
Granite Quarry Planning Board - ETJ
Granite Quarry Zoning Board - ETJ
Industrial Facilities and Pollution Control Financing Authority
Industrial Facilities and Pollution Control Financing Authority
Industrial Facilities and Pollution Control Financing Authority
Industrial Facilities and Pollution Control Financing Authority
Industrial Facilities and Pollution Control Financing Authority
Juvenile Crime Prevention Council
Juvenile Crime Prevention Council
Juvenile Crime Prevention Council
Juvenile Crime Prevention Council
Local Emergency Planning Committee
Miller Ferry Volunteer Fire Department Board of Trustees
Nursing Home Advisory Committee
Nursing Home Advisory Committee
Nursing Home Advisory Committee
Nursing Home Advisory Committee
Nursing Home Advisory Committee
Nursing Home Advisory Committee
Nursing Home Advisory Committee
Nursing Home Advisory Committee
Nursing Home Advisory Committee
Planning Board
Rowan Transit System Advisory Board (RTSAB)
Rowan-Iredell Volunteer Fire Department Fire Commissioners
Town of Faith Planning - ETJ
Town of Faith Zoning - ETJ
Town of Rockwell Planning and Zoning Board - ETJ
Town of Rockwell Planning and Zoning Board - ETJ
Town of Spencer Planning and Zoning Board - ETJ

Position

At Large
At Large
Alternate
Private Sector
ETJ
ETJ
ETJ
At Large
At Large
At Large
At Large
At Large
Substance Abuse Professional
Youth Under the Age of 21
Mental Health
Chief Court Counselor
Environmental/Health/Transportation
County Seat
At Large
At Large
At Large
At Large
At Large
At Large
At Large
At Large
At Large
At Large
County Seat
At Large
At Large
ETJ
ETJ
ETJ

Appointed By[illegible]

**MONTHLY BOARD APPOINTMENTS
APRIL 3, 2023
COMMISSIONERS MEETING**

BOARD OF ADJUSTMENTS (TOWN OF ROCKWELL)

Two applications were received for two available positions (At Large and Alternate). If appointed, the terms would expire April 1, 2026.

- Andrew King
- Jereme Linker

LOCAL EMERGENCY PLANNING COMMITTEE

Eddie Hawks, Safety & Environmental Specialist, applied for the Environmental/Health/Transportation Seat that became available on March 24, 2023. If appointed, this is a Life Term.

PLANNING BOARD

Four applications were received for one At Large seat that is available. If appointed, the term expires December 31, 2025.

- Jonathan Barbee
- Kyler Eagle
- Sean Reid
- Angelena (Angie) Spillman

ROWAN-IREDELL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Jeanie Wooten Weaver applied for County Seat that became available March 1, 2023. If appointed, her term would expire on February 28, 2025.

SCOTCH-IRISH VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Bernie Jock Davis and David Phillip Majors, Jr. applied for two of three County Seats that became available on March 31, 2023. If appointed, their term would end on March 31, 2025.

(Note: There are approximately 52 vacancies on various boards.)

APPLICATIONS FOR BOARDS WITHOUT VACANCIES

ATWELL TOWNSHIP VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONER

Mr. Frank Greene, Bryant Clark and Kenneth R. Cole submitted applications; however, there are no current vacancies. The next vacancy will be July 1, 2023.

EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Lynn Bost submitted application; however, there are no current vacancies. The next vacancy will be August 1, 2023.

ELLIS CROSS COUNTRY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Connie Thomas McClain and Aaron J. Mini submitted applications; however, there are no current vacancies. The next vacancy will be May 1, 2023.

HEALTH BOARD

Mary Ponds submitted application; however, there are no vacancies. The next vacancy will be January 1, 2024.

ROWAN ECONOMIC DEVELOPMENT COUNCIL

Octavia P Shoats-Morrison, Jerome B Davis, Haylee Gardner Shuping and Jody Aaron Taylor submitted applications; however, there are no current vacancies. The next vacancies will be January 1, 2024.

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.

Octavia P Shoats-Morrison submitted application; however, there are no current vacancies. The next vacancy will be July 1, 2024.

WOODLEAF VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Beverly Kay Gregory, Tim Moore, and Adam Taylor submitted applications; however, there are not current vacancies. The next vacancy will be May 1, 2023

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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: 3/13/2023
SUBJECT: Closed Session

The Board is asked to convene in Closed Session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on March 6, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege between the attorney and the public body regarding airport leases.