



## **ROWAN COUNTY COMMISSION AGENDA**

**March 20, 2023 - 6:00 PM**

**J. Newton Cohen, Sr. Room**

**J. Newton Cohen, Sr. Rowan County Administration Building**

**130 West Innes Street, Salisbury, NC 28144**

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

**<https://bit.ly/rowanboc6pm>**

**Password: 028144**

**Or join by phone:**

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

**Webinar ID: 976 9368 1450**

**Password: 028144**

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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. Courthouse Roof Replacement Change Order
- B. Amendment #3 - Benesch - Woodleaf Park Project
- C. Budget Amendments
- D. Contract Change Order - CST Fleet Services
- E. GRANT AGREEMENT: FFY2022 Rowan Transit 5310 ("Operating Grant")

- F. Schedule Public Hearing for Z 01-23 (Rockwell ETJ Release) for April 17, 2023
  - G. Schedule Quasi-judicial Hearing for SUP 01-23: Millbridge Speedway for April 17, 2023
  - H. GRANT APPLICATION: Emergency Services request to apply for NCEM Capacity Building Grant
  - I. Tax Refunds for Approval
  - J. FFY24 Federal Appropriations Requests
  - K. Consider Approval of the Minutes 3/6/23
  - L. Unclaimed Property
  - M. GRANT AGREEMENT: Funding Agreement for SL 2022-74
  - N. Martin Starnes Audit Contract
  - O. Duke Energy Tower Site Agreement
  - P. Agenda Addition - Dan Nicholas Park Security Contract
- 2 Special Recognition
    - A. West Rowan Girls Basketball Team
  - 3 Public Comment Period
  - 4 Consider Permit to Exceed Noise Ordinance Request (PE 01-23) from Rod Weaver & Misty Thomas
  - 5 Road Name Change-Public Hearing for Brownstone Dr and Tulip Rd
  - 6 Financial Reports
  - 7 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:** Don Bringle, Director of Facilities, Parks and Rec.  
**DATE:** 3/20/2023  
**SUBJECT:** Courthouse Roof Replacement Change Order

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Courthouse roof replacement completed and no monies were used in contingency, resulting in change order \$21,114.02 credit.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Courthouse Change Order	2/28/2023	Cover Memo

**CHANGE ORDER**

PROJECT: Rowan County Courthouse Roof Replacement NO.: 01  
OWNER: Rowan County DATE OF ISSUANCE: 2/3/2023  
CONTRACTOR: Davco Roofing and Sheet Metal, Inc. ENGINEER: REI Engineers  
REI PROJECT NO: 021CLT-223

## THE CONTRACT IS CHANGED AS FOLLOWS:

Credit to Owner for unused contingency allowance .....\$21,114.02

The original Contract Sum was	\$451,000.00
The net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$451,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$21,114.02
The new Contract Sum including this Change Order will be	\$429,885.98

The Contract Time will be unchanged by 0 days.

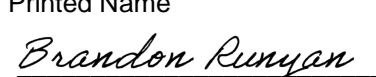
**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**REI Engineers \_\_\_\_\_  
ArchitectDavco Roofing and Sheet Metal, Inc. \_\_\_\_\_  
ContractorRowan County \_\_\_\_\_  
Owner

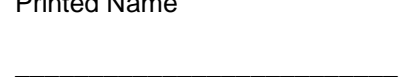
Paul Whitley \_\_\_\_\_

Brandon Runyan \_\_\_\_\_  
Printed NameAaron Church \_\_\_\_\_  
Printed Name

Signature



Signature



Signature

2/3/2023 \_\_\_\_\_

Reference Date

02/22/2023 \_\_\_\_\_

Date

\_\_\_\_\_

Date

☐ Attachments:

Copies:

☒ Owner☒ Engineer☒ Contractor

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director & Don Bringle; Parks & Recreation Director  
**DATE:** 3/20/2023  
**SUBJECT:** Amendment #3 - Benesch - Woodleaf Park Project

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Rowan County has a master agreement with Alfred Benesch & Company. On April 20, 2022 the county received Statements of Qualifications (SOQ), in which the Board authorized an agreement with Benesch for professional services related to the Woodleaf Park (Project # 17000518.00). On 9/19/2022 the BOC approved amendment #1 (P2317071.00) for Geo Testing.

The public restroom was not included in the initial design relayed to outside contractors, the County was acting as their own general contractor on this portion of the build. Due to G. S. 87-1, and the dollar amount of the building, the County has decided to included the restroom in the design being bid by outside licensed general contractors. Per the statute, it is required for any construction or repair project coasting \$30,000 or more to be supervised by a general contractor licensed in this state.

Attached is the Proposed Amendment #2 (P2317196.00); Not to exceed \$5,900.00. Bringing the total contract to \$77,375.00.

Authorize the County Manager to authorize the work authorization for Alfred Benesch & Company; Not to exceed \$5,900.00. Bringing the total contract to \$77,375.00.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Amendment #2	2/28/2023	Cover Memo

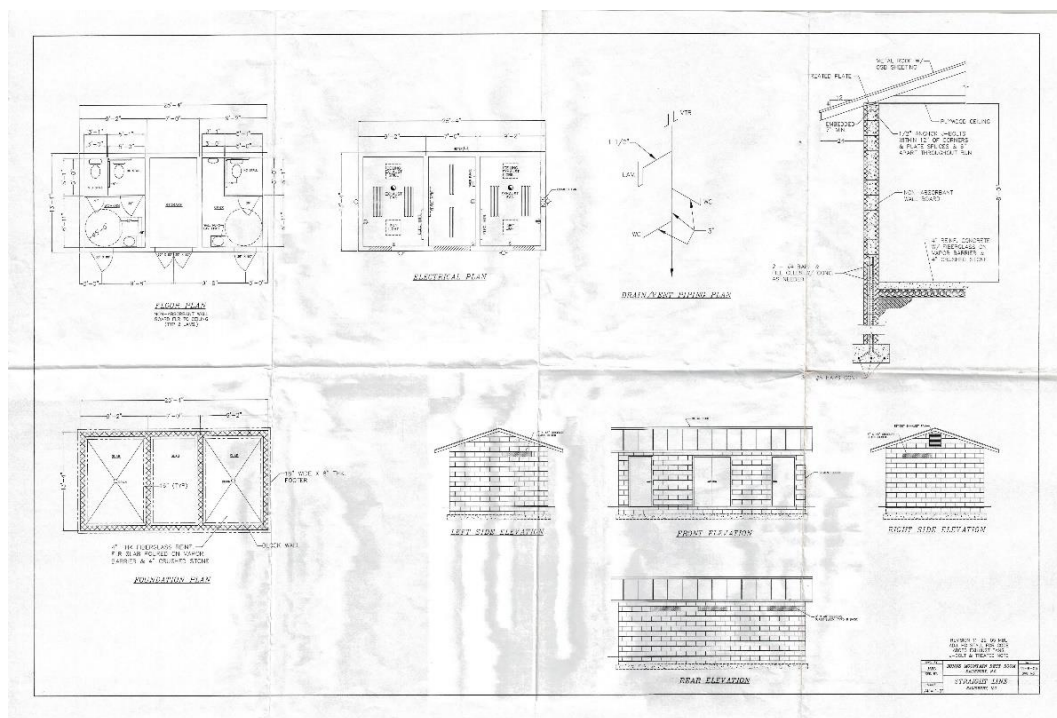
February 28, 2023

Mr. Aaron Church  
Rowan County Manager  
13 W. Innes Street  
Salisbury NC 28147

RE: Woodleaf Park (17000518.00) Proposal Amendment (P2317196.00)  
Additional Services for Restroom Building Inclusion (into Bid)

Dear Mr. Church:

It is our understanding that Rowan County needs to incorporate the proposed restroom building into the bid package for Woodleaf Park, currently out to bid. The County is asking that Benesch coordinate with an MEP to provide Mechanical, Electrical and Plumbing design for the restroom building design (provided by the County) as shown below:



#### SCOPE OF SERVICES

For this task, Benesch, anticipates providing the following services to assist with the inclusion of the restroom building into the Woodleaf Park bid package.

Through our subconsultant, S.E. Collins Consulting Engineers we will provide Mechanical, Electrical, and Plumbing permit drawings including

fixtures and equipment specifications for the restroom building architecture based on the Dunn's Mountain Park facility design shown above.

In addition, Benesch will provide further details and specifications information on component materials for the building structure as used on the Dunn's Mountain Park facility. The bid package will be modified via addendum to include the additional information on the restroom building components.

*NOTE: Benesch will not modify the existing architecture plan shown above and dated 11/6/05, revised 11/22/05, as provided to Benesch by Rowan County. The above information will be provided on an additional sheet(s) in support of the above architectural plan. The General Contractor will apply for and obtain the building permit.*

**COMPENSATION**

Based on the above scope of services, we have established a lump sum fee of \$5,900.

If you find this proposal amendment to be acceptable, please sign below, and return a copy to our office. The General Terms and Conditions remain in effect from the original contract.

Respectfully submitted,

Alfred Benesch & Company

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

Jonathan D. Wood, PLA CLARB  
Senior Project Manager

A handwritten signature in black ink, appearing to read "Brian Cannella".

Brian Cannella, PLA  
NC Division Manager, VP

**AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK INDICATED ABOVE.**

\_\_\_\_\_  
**Rowan County**

\_\_\_\_\_  
**Date**

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director  
**DATE:** 03/20/2023  
**SUBJECT:** Budget Amendments

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Please see attached budget amendments.

Approve attached budget amendments.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
budget amendments	3/9/2023	Budget Amendment

**ROWAN COUNTY**

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

This amendment is to budget additional funding for direct services and administration for the Low Income Water Assistance program as well as administrative funds for Refugee Assistance and NC Health Choice.

Prepared by: Kelly Johnson  
Date: 2/24/2023

**BUDGET INFORMATION:**

[illegible]

Anna F. Bumgarner

Feb 28, 2023

**Sharpless, Teresa F.**

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**From:** Bumgarner, Anna R  
**Sent:** Monday, February 27, 2023 9:20 PM  
**To:** Johnson, Kelly Y  
**Cc:** Sharpless, Teresa F.  
**Subject:** RE: BA-08-697

Thank you I am ok with moving forward with the BA.



Anna Bumgarner | Finance Director  
Rowan County Finance  
130 W. Innes Street, Salisbury, NC 28144  
[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166  
[www.rowancountync.gov/260/Finance](http://www.rowancountync.gov/260/Finance)

**From:** Johnson, Kelly Y <Kelly.Johnson@rowancountync.gov>  
**Sent:** Monday, February 27, 2023 4:02 PM  
**To:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>  
**Cc:** Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>  
**Subject:** Re: BA-08-697

Attached is the budget narrative...they are posted on the NCDHHS website by Feb 15th of each year. It's public information for anyone to review. It gives an overview of changes/info for different legislative actions and would be good for you and Aaron to read. A lot of this determines how I process my budget. When federal laws change, it normally trickles all the way down to county and we have to prepare best we can. It also provides estimates, some of which are solid and I use in my budget, some that are strictly estimates the state conjurs up based on data we submit to them. Those are numbers I can go by and compare to the estimated revenues from template after I enter all of the necessary expenditure and other information.

For convenience sake, I copied and pasted below the refugee section.

**Program Name: 27 Refugee Assistance Administration**

**Service Name:** Refugee Cash Assistance, Refugee Medical Assistance

**Brief Program Description:**

Refugee Cash and / or Refugee Medical Assistance is available for eligible refugee clients for up to twelve months from the date of arrival into the United States or date of eligible immigration status is granted (whichever is later). County expenses incurred to administer Refugee Cash Assistance and Refugee Medical Assistance services are 100 percent federally funded through the US Office of Refugee Resettlement, US Department of Health and Human Services.



**Capped Allocation:** Yes \_\_\_\_\_ (100% county funds once allocation is spent)  
No X

**Percent Reimbursement:** Federal 100% State \_\_\_\_\_ County \_\_\_\_\_

**Citation:** Sec. 411 [8 U.S.C. 1521]

**NC General Statute references:** \_\_\_\_\_

**Related web links for this program:** Refugee Assistance Program

**Funds recurring into future years:** Yes X (receive ongoing) No \_\_\_\_\_ (If no, give brief explanation): \_\_\_\_\_

**Brief reason for projected increase/decrease in program costs:**

Increased cost is based on a significant increase in the number of eligible persons arriving in North Carolina. In FFY 21 NC had approximately 285 individuals who accessed RCA (63) and/or RMA (222), in FFY22 approximately 1831 individuals accessed RCA (731) and/or RMA (1100). In FFY23 the expectation is that approximately 750 individuals will be enrolled in RCA and 1200 will be enrolled in RMA.

**From:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>  
**Sent:** Monday, February 27, 2023 3:48 PM  
**To:** Johnson, Kelly Y <Kelly.Johnson@rowancountync.gov>  
**Cc:** Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>  
**Subject:** RE: BA-08-697

So do you have any documentation that shows it is uncapped?

Anna

**From:** Johnson, Kelly Y <Kelly.Johnson@rowancountync.gov>  
**Sent:** Monday, February 27, 2023 1:27 PM  
**To:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>  
**Cc:** Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>  
**Subject:** Re: BA-08-697

So in previous years we have not processed any work first eligibility for refugees therefore I did not put an original budget for revenues. She is claiming some admin time to this fund source which is 100% reimbursable and uncapped. Since we were six months in, I decided to go ahead and budget the revenue and try to project in case she works in this program from January to June. I just allocated revenues on Friday and posted another \$85 and something to this line for January services. We have no idea how much it will be it just depends on if she has any refugee clients to assist. It would be the same as me starting with an original budget of \$2,500 and only posting say \$1,000 based on worker coding/client program eligibility. But I understand what you're saying when you added original budget to your statement below. If it is causing an issue, we can just budget what has already been received and if she continues to assist refugees, it will just show as additional revenue until I budget that amount up again. I was just trying to eliminate the possible need of a future BA if she continues to work/code time for refugee assistance. What she is doing is determining work first eligibility for refugees and coding that on her day sheet. I then upload that time to the state and we're getting reimbursed for the percentage of time based on her salary and benefits of her minutes coded to this fund source. So, what is already in the line has of course been received. It's guaranteed funding based on the work she is doing and the coding she is doing that is going through what we claim via 1571. I hope this helps

Sent from my Moto Z3

**From:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>  
**Sent:** Monday, February 27, 2023 12:51:50 PM  
**To:** Johnson, Kelly Y <Kelly.Johnson@rowancountync.gov>  
**Cc:** Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>  
**Subject:** RE: BA-08-697

So when is does it work like a reimbursable? Do we have something that will show me we are ok to approve above what has been received. I typically would not appropriate funds in a revenue line that had not been received that were not part of an original budget.

**From:** Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>  
**Sent:** Friday, February 24, 2023 3:25 PM  
**To:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>  
**Subject:** FW: BA-08-697

Hi Anna,

Please see the email below. I attached the BA for you as well. Are you ok with this BA going through as is with Kelly's explanation below?

Thanks!

Teresa

**From:** Johnson, Kelly Y <[Kelly.Johnson@rowancountync.gov](mailto:Kelly.Johnson@rowancountync.gov)>

**Sent:** Friday, February 24, 2023 3:01 PM

**To:** Sharpless, Teresa F. <[Teresa.Sharpless@rowancountync.gov](mailto:Teresa.Sharpless@rowancountync.gov)>

**Subject:** Re: BA-08-697

This line is based on worker time for assisting refugees so it's a projection through June. It's an uncapped fund source.

Whereas the state pot for NCHC is capped and we have exhausted it so no more revenue will be posted.

**From:** Sharpless, Teresa F. <[Teresa.Sharpless@rowancountync.gov](mailto:Teresa.Sharpless@rowancountync.gov)>

**Sent:** Friday, February 24, 2023 2:38 PM

**To:** Johnson, Kelly Y <[Kelly.Johnson@rowancountync.gov](mailto:Kelly.Johnson@rowancountync.gov)>

**Subject:** BA-08-697

Hi Kelly,

On the above BA you are increasing the revenue line for 33018-5314-431058-000 \$2,500 but you only show \$1,245 in the account. Is there a transaction that hasn't posted yet?

Thanks!

Teresa



NORTH CAROLINA

Be an original

**Teresa Sharpless | Accountant II**

Rowan County Finance Department

130 West Innes Street, Salisbury, NC 28144

[p] 704.216.8173

[www.rowancountync.gov](http://www.rowancountync.gov)



## DIVISION OF SOCIAL SERVICES

### Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: Consolidated Appropriations Act (CAA)

EFFECTIVE DATE: 07/01/2022

AUTHORIZATION NUMBER: 1

#### ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS

FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

Co. No.	COUNTY	Unique Entity Identifier (UEI)	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
			Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	F5VHYUUI3NC5	16,666.93	16,666.93	0.00	0.00	16,666.93	16,666.93
02	ALEXANDER	XVEEJSNY7UX9	4,991.00	4,991.00	0.00	0.00	4,991.00	4,991.00
03	ALLEGHANY	GTC2BCN7SKK3	916.00	916.00	0.00	0.00	916.00	916.00
04	ANSON	PK8UYTSNJCC3	966.00	966.00	0.00	0.00	966.00	966.00
05	ASHE	PBZ9TLZMHUS9	4,584.00	4,584.00	0.00	0.00	4,584.00	4,584.00
06	AVERY	UZ19JT8JXLF3	0.00	0.00	0.00	0.00	0.00	0.00
07	BEAUFORT	Q14JUM5NZQ43	9,815.00	9,815.00	0.00	0.00	9,815.00	9,815.00
08	BERTIE	FSW9MGNZAK39	11,316.00	11,316.00	0.00	0.00	11,316.00	11,316.00
09	BLADEN	TLCTJWDJH1H9	23,106.00	23,106.00	0.00	0.00	23,106.00	23,106.00
10	BRUNSWICK	MJBMXLN9NJT5	23,088.00	23,088.00	0.00	0.00	23,088.00	23,088.00
11	BUNCOMBE	W5TCDKMLHE69	0.00	0.00	0.00	0.00	0.00	0.00
12	BURKE	KVJHUFURQDM5	19,271.00	19,271.00	0.00	0.00	19,271.00	19,271.00
13	CABARRUS	PF3KTEELMHV6	16,840.00	16,840.00	0.00	0.00	16,840.00	16,840.00
14	CALDWELL	HL4FGNJNGE97	9,855.00	9,855.00	0.00	0.00	9,855.00	9,855.00
15	CAMDEN	FVT7YDQ5CAA5	665.00	665.00	0.00	0.00	665.00	665.00
16	CARTERET	UC6WJ2MQMJS8	10,873.00	10,873.00	0.00	0.00	10,873.00	10,873.00
17	CASWELL	CL7NKNCTNQG75	257.00	257.00	0.00	0.00	257.00	257.00
18	CATAWBA	GYUNA9WINFM1	0.00	0.00	0.00	0.00	0.00	0.00
19	CHATHAM	KE57QE2GV5F1	5,704.00	5,704.00	0.00	0.00	5,704.00	5,704.00
20	CHEROKEE	DCEGK6HA11M5	942.00	942.00	0.00	0.00	942.00	942.00
21	CHOWAN	YJ7JKT3E58F5	2,363.00	2,363.00	0.00	0.00	2,363.00	2,363.00
22	CLAY	HYKLQVNWLXK7	111.00	111.00	0.00	0.00	111.00	111.00
23	CLEVELAND	MXEZRW9DKR86	21,548.00	21,548.00	0.00	0.00	21,548.00	21,548.00
24	COLUMBUS	V1UAJ4L87WQ7	7,136.00	7,136.00	0.00	0.00	7,136.00	7,136.00
25	CRAVEN	L7Z2U8LZQ214	14,488.00	14,488.00	0.00	0.00	14,488.00	14,488.00
26	CUMBERLAND	TH2WJPJRMGV3	71,416.00	71,416.00	0.00	0.00	71,416.00	71,416.00
27	CURRITUCK	VDL5DNFQX374	1,424.00	1,424.00	0.00	0.00	1,424.00	1,424.00
28	DARE	FLV6JGB11QK6	2,283.00	2,283.00	0.00	0.00	2,283.00	2,283.00
29	DAVIDSON	C9P5MDJC7KY7	9,325.00	9,325.00	0.00	0.00	9,325.00	9,325.00
30	DAVIE	GSJ6K8J2PD57	5,156.00	5,156.00	0.00	0.00	5,156.00	5,156.00
31	DUPLIN	KZN4GK5262K3	17,543.00	17,543.00	0.00	0.00	17,543.00	17,543.00
32	DURHAM	LJ5BA6U2HLM7	46,254.00	46,254.00	0.00	0.00	46,254.00	46,254.00
33	EDGEcombe	DYB5XFVEN8H3	39,376.00	39,376.00	0.00	0.00	39,376.00	39,376.00
34	FORSYTH	ZTVELM361423	48,295.00	48,295.00	0.00	0.00	48,295.00	48,295.00
35	FRANKLIN	JFKTRQCNN143	6,044.00	6,044.00	0.00	0.00	6,044.00	6,044.00
36	GASTON	QKY9R8A8D5J6	90,423.00	90,423.00	0.00	0.00	90,423.00	90,423.00
37	GATES	F4L4FXEB3BK3	2,897.00	2,897.00	0.00	0.00	2,897.00	2,897.00
38	GRAHAM	W3JTGJ1KP5D7	1,828.00	1,828.00	0.00	0.00	1,828.00	1,828.00
39	GRANVILLE	DAZ3PRU8U4J5	1,984.00	1,984.00	0.00	0.00	1,984.00	1,984.00
40	GREENE	VCU5LD71N9U3	3,559.00	3,559.00	0.00	0.00	3,559.00	3,559.00
41	GUILFORD	YBEQWGFJPMJ3	95,437.00	95,437.00	0.00	0.00	95,437.00	95,437.00
42	HALIFAX	MRL8MYNJ3Y5	2,057.00	2,057.00	0.00	0.00	2,057.00	2,057.00
43	HARNETT	JBDCD9V41BX7	7,667.00	7,667.00	0.00	0.00	7,667.00	7,667.00
44	HAYWOOD	DQHZEVAV95G5	10,818.00	10,818.00	0.00	0.00	10,818.00	10,818.00
45	HENDERSON	EXFKXBHH7EG7	14,938.00	14,938.00	0.00	0.00	14,938.00	14,938.00
46	HERTFORD	YJEUJCN7BQK7	47,734.00	47,734.00	0.00	0.00	47,734.00	47,734.00
47	HOKE	C1GWSADARX51	3,142.00	3,142.00	0.00	0.00	3,142.00	3,142.00

## Low-Income Household Water Assistance Program (LIHWAP) Administration cont.

AUTHORIZATION NUMBER: 1

	COUNTY	Unique Entity Identifier (UEI)	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
			Federal	Total	Federal	Total	Federal	Total
48	HYDE	ENMJWY3H3CJ9	3,046.00	3,046.00	0.00	0.00	3,046.00	3,046.00
49	IREDELL	XTNRI.KJLA4S9	42,183.00	42,183.00	0.00	0.00	42,183.00	42,183.00
50	JACKSON	X7YWY6ZP574	7,410.00	7,410.00	0.00	0.00	7,410.00	7,410.00
51	JOHNSTON	SYGAGEFDHYR7	29,597.00	29,597.00	0.00	0.00	29,597.00	29,597.00
52	JONES	IIE3NNNUE27M7	2,669.00	2,669.00	0.00	0.00	2,669.00	2,669.00
53	LEE	F6A8UC99JWJ5	10,028.00	10,028.00	0.00	0.00	10,028.00	10,028.00
54	LENOIR	QKUF37VPGH6	16,192.00	16,192.00	0.00	0.00	16,192.00	16,192.00
55	LINCOLN	UGGQGS8KBGJ5	8,116.00	8,116.00	0.00	0.00	8,116.00	8,116.00
56	MACON	LLPJBC6N2LJ3	0.00	0.00	0.00	0.00	0.00	0.00
57	MADISON	YQ96F8BJYTJ9	432.00	432.00	0.00	0.00	432.00	432.00
58	MARTIN	HA4QLH34LNS3	3,347.00	3,347.00	0.00	0.00	3,347.00	3,347.00
59	MCDOWELL	TT3NTH2NDJ73	2,293.00	2,293.00	0.00	0.00	2,293.00	2,293.00
60	MECKLENBURG	EZ15XL6BMM68	92,557.00	92,557.00	0.00	0.00	92,557.00	92,557.00
61	MITCHELL	YL69DGLK4CH3	38,112.00	38,112.00	0.00	0.00	38,112.00	38,112.00
62	MONTGOMERY	E78ZAJM3BFL3	5,297.00	5,297.00	0.00	0.00	5,297.00	5,297.00
63	MOORE	HFNSK95FS7Z8	7,687.00	7,687.00	0.00	0.00	7,687.00	7,687.00
64	NASH	NF58K566HQM7	51,865.00	51,865.00	0.00	0.00	51,865.00	51,865.00
65	NEW HANOVER	F7JLT2GMEJE1	12,251.00	12,251.00	0.00	0.00	12,251.00	12,251.00
66	NORTHAMPTON	CRA2KCAL8BA4	13,967.00	13,967.00	0.00	0.00	13,967.00	13,967.00
67	ONSLOW	LTXVW6QF6297	24,362.00	24,362.00	0.00	0.00	24,362.00	24,362.00
68	ORANGE	GHFMCW9XDA53	2,408.00	2,408.00	0.00	0.00	2,408.00	2,408.00
69	PAMLICO	FT59QFEAU344	2,631.00	2,631.00	0.00	0.00	2,631.00	2,631.00
70	PASQUOTANK	NRDUHMG7ZW4	4,675.00	4,675.00	0.00	0.00	4,675.00	4,675.00
71	PENDER	T11BE678U9P5	5,141.00	5,141.00	0.00	0.00	5,141.00	5,141.00
72	PERQUIMANS	MBXQSJ2NMCK9	2,392.00	2,392.00	0.00	0.00	2,392.00	2,392.00
73	PERSON	PQ8LJFGMABJ4	10,772.00	10,772.00	0.00	0.00	10,772.00	10,772.00
74	PITT	VZNPMLFT5R6	124,125.00	124,125.00	0.00	0.00	124,125.00	124,125.00
75	POLK	QZ6BZPGLX4Y9	2,199.00	2,199.00	0.00	0.00	2,199.00	2,199.00
76	RANDOLPH	T3BUMICVS9N5	17,439.00	17,439.00	0.00	0.00	17,439.00	17,439.00
77	RICHMOND	Q63FZNTJM3M4	9,882.00	9,882.00	0.00	0.00	9,882.00	9,882.00
78	ROBESON	LKBEJQFLAAK5	99.00	99.00	0.00	0.00	99.00	99.00
79	ROCKINGHAM	KGCCCHJZZ43	15,081.00	15,081.00	0.00	0.00	15,081.00	15,081.00
80	ROWAN	GCB7UCV96NW6	19,425.00	19,425.00	0.00	0.00	19,425.00	19,425.00
81	RUTHERFORD	GTATPCDJVYN8	12,705.00	12,705.00	0.00	0.00	12,705.00	12,705.00
82	SAMPSON	RS3KMYTKJL3	12,836.00	12,836.00	0.00	0.00	12,836.00	12,836.00
83	SCOTLAND	FNVTUCUQGCHM5	4,245.00	4,245.00	0.00	0.00	4,245.00	4,245.00
84	STANLY	U86MZUYPL7C5	15,796.00	15,796.00	0.00	0.00	15,796.00	15,796.00
85	STOKES	W41TRA3NUN51	2,701.00	2,701.00	0.00	0.00	2,701.00	2,701.00
86	SURRY	FMWCTM24C9J8	2,007.00	2,007.00	0.00	0.00	2,007.00	2,007.00
87	SWAIN	E29GLEXDH849	2,509.00	2,509.00	0.00	0.00	2,509.00	2,509.00
88	TRANSYLVANIA	W51VGHGM8945	7,678.00	7,678.00	0.00	0.00	7,678.00	7,678.00
89	TYRRELL	JLNEVJ2625L8	5,393.00	5,393.00	0.00	0.00	5,393.00	5,393.00
90	UNION	LHMKBD4AGRJ5	17,092.00	17,092.00	0.00	0.00	17,092.00	17,092.00
91	VANCE	EBWNMFHTNV41	13,159.00	13,159.00	0.00	0.00	13,159.00	13,159.00
92	WAKE	FTJ2WJPLWMJ3	1,576.00	1,576.00	0.00	0.00	1,576.00	1,576.00
93	WARREN	WLTATC4JLJ54	4,888.00	4,888.00	0.00	0.00	4,888.00	4,888.00
94	WASHINGTON	QWRZCQJFTEE4	14,101.00	14,101.00	0.00	0.00	14,101.00	14,101.00
95	WATAUGA	X7B4LX1QQMX6	2,080.00	2,080.00	0.00	0.00	2,080.00	2,080.00
96	WAYNE	DACFHCQLQKMS1	2,321.00	2,321.00	0.00	0.00	2,321.00	2,321.00
97	WILKES	M14KKHY2NNR3	731.00	731.00	0.00	0.00	731.00	731.00
98	WILSON	ME2DJHMYWG55	49,167.00	49,167.00	0.00	0.00	49,167.00	49,167.00
99	YADKIN	PLCDT7JFA8B1	2,969.00	2,969.00	0.00	0.00	2,969.00	2,969.00
100	YANCEY	L98MCUHKC2J8	865.00	865.00	0.00	0.00	865.00	865.00
Total			\$ 1,497,600.93	\$ 1,497,600.93	\$ -	\$ -	\$ 1,497,600.93	\$ 1,497,600.93

**Low-Income Household Water Assistance Program (LIHWAP) Administration cont. AUTHORIZATION NUMBER: 1**

**FUNDING SOURCE:** Federal Low-Income Home Energy Assistance Program

**Project Description:** Low-Income Home Energy Assistance (LIHWAP) assists low-income households with water and wastewater bills.

**Research & Development:** Yes / ☒ No

**CFDA Number:** 93.568

**CFDA Name:** Low-Income Home Energy Assistance Program

**Award Name:** Low-Income Home Energy Assistance Program

**Award Number:** 2101NCLWC5

**Award Date:** FFY 2021

**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:** This represents 100% federal dollars.

**XS411 Heading:** LIHWAP Admin

**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:**



February 13, 2023





# DIVISION OF SOCIAL SERVICES

## Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: Consolidated Appropriations Act (CAA)

EFFECTIVE DATE: 7/1/2022

AUTHORIZATION NUMBER: 1

### ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS

FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

Co. No.	COUNTY	Unique Entity Identifier (UEI)	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
			Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	F5VHYU13NC5	260,177.00	260,177.00	0.00	0.00	260,177.00	260,177.00
02	ALEXANDER	XVEEJSNY7UX9	24,284.00	24,284.00	0.00	0.00	24,284.00	24,284.00
03	ALLEGHANY	GTC2BCN7SKK3	1,576.00	1,576.00	0.00	0.00	1,576.00	1,576.00
04	ANSON	PK8UYTSNJCC3	60,100.00	60,100.00	0.00	0.00	60,100.00	60,100.00
05	ASHE	PBZ9TLZMHUS9	12,249.00	12,249.00	0.00	0.00	12,249.00	12,249.00
06	AVERY	UZ19JT8JXLF3	0.00	0.00	0.00	0.00	0.00	0.00
07	BEAUFORT	Q14JUM5NZQ43	45,968.00	45,968.00	0.00	0.00	45,968.00	45,968.00
08	BERTIE	FSW9MGNZAK39	37,632.00	37,632.00	0.00	0.00	37,632.00	37,632.00
09	BLADEN	TLCTJWDJH1H9	23,334.00	23,334.00	0.00	0.00	23,334.00	23,334.00
10	BRUNSWICK	MJBMXLN9NJT5	86,748.00	86,748.00	0.00	0.00	86,748.00	86,748.00
11	BUNCOMBE	W5TCDKMLHE69	146,175.00	146,175.00	0.00	0.00	146,175.00	146,175.00
12	BURKE	KVJHUFURQDM5	35,358.00	35,358.00	0.00	0.00	35,358.00	35,358.00
13	CABARRUS	PF3KTEELMHV6	166,533.00	166,533.00	0.00	0.00	166,533.00	166,533.00
14	CALDWELL	HL4FGNNGE97	62,368.00	62,368.00	0.00	0.00	62,368.00	62,368.00
15	CAMDEN	FV17Y1DQ5CAA5	1,350.00	1,350.00	0.00	0.00	1,350.00	1,350.00
16	CARTERET	UC6WJ2MQMJ58	30,675.00	30,675.00	0.00	0.00	30,675.00	30,675.00
17	CASWELL	CL7NKTQNG75	2,350.00	2,350.00	0.00	0.00	2,350.00	2,350.00
18	CATAWBA	GYUNA9W1NFM1	93,721.00	93,721.00	0.00	0.00	93,721.00	93,721.00
19	CHATHAM	KE57QE2GV5F1	48,047.00	48,047.00	0.00	0.00	48,047.00	48,047.00
20	CHEROKEE	DCEGK6HA11M5	1,725.00	1,725.00	0.00	0.00	1,725.00	1,725.00
21	CHOWAN	YJ7KT3E58F5	3,500.00	3,500.00	0.00	0.00	3,500.00	3,500.00
22	CLAY	HYKLQVNWLXK7	3,516.00	3,516.00	0.00	0.00	3,516.00	3,516.00
23	CLEVELAND	MXEZR9W9DKR86	107,660.00	107,660.00	0.00	0.00	107,660.00	107,660.00
24	COLUMBUS	V1UAJ4L87WQ7	9,727.00	9,727.00	0.00	0.00	9,727.00	9,727.00
25	CRAVEN	LTZ2U8LZQ214	72,152.00	72,152.00	0.00	0.00	72,152.00	72,152.00
26	CUMBERLAND	TI12WJ9RMRGV3	497,071.00	497,071.00	0.00	0.00	497,071.00	497,071.00
27	CURRITUCK	VDL5DNFQX374	6,271.00	6,271.00	0.00	0.00	6,271.00	6,271.00
28	DARE	ELV6JGB11QK6	16,610.00	16,610.00	0.00	0.00	16,610.00	16,610.00
29	DAVIDSON	C9P5MDJC7KY7	61,565.00	61,565.00	0.00	0.00	61,565.00	61,565.00
30	DAVIE	GSJ6K8J2PD57	8,015.00	8,015.00	0.00	0.00	8,015.00	8,015.00
31	DUPLIN	KZ9N4GK526K3	51,719.00	51,719.00	0.00	0.00	51,719.00	51,719.00
32	DURHAM	IJ5BA6U2HLM7	105,380.00	105,380.00	0.00	0.00	105,380.00	105,380.00
33	EDGECOMBE	DYB5XFPVEN8H3	138,991.00	138,991.00	0.00	0.00	138,991.00	138,991.00
34	FORSYTH	ZTVELM361423	518,550.00	518,550.00	0.00	0.00	518,550.00	518,550.00
35	FRANKLIN	FFKTRQCNN143	4,841.00	4,841.00	0.00	0.00	4,841.00	4,841.00
36	GASTON	QKY9R8A8D5J6	377,319.00	377,319.00	0.00	0.00	377,319.00	377,319.00
37	GATES	F414FEB3BK3	3,779.00	3,779.00	0.00	0.00	3,779.00	3,779.00
38	GRAHAM	W3JTGJ1KP5D7	8,958.00	8,958.00	0.00	0.00	8,958.00	8,958.00
39	GRANVILLE	DAZ3PRU8U4J5	83,788.00	83,788.00	0.00	0.00	83,788.00	83,788.00
40	GREENE	VCC05LD71N9U3	9,351.00	9,351.00	0.00	0.00	9,351.00	9,351.00
41	GUILFORD	YBEQWGFJPMJ3	578,805.00	578,805.00	0.00	0.00	578,805.00	578,805.00
42	HALFAX	MRL8MYNJ3Y5	158,983.00	158,983.00	0.00	0.00	158,983.00	158,983.00
43	HARNETT	JBDCD9V41BK7	188,015.00	188,015.00	0.00	0.00	188,015.00	188,015.00
44	HAYWOOD	DQHZEVAV95G5	62,324.00	62,324.00	0.00	0.00	62,324.00	62,324.00
45	HENDERSON	EXFKXBJHJ7EG7	28,158.00	28,158.00	0.00	0.00	28,158.00	28,158.00
46	HERTFORD	YJEUENJ7BQK7	54,668.00	54,668.00	0.00	0.00	54,668.00	54,668.00
47	HIOKE	CJGWSADARX51	10,251.00	10,251.00	0.00	0.00	10,251.00	10,251.00

## Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

	COUNTY	Unique Entity Identifier (UEI)	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
			Federal	Total	Federal	Total	Federal	Total
48	HYDE	ENMJWY3H3CJ9	9,950.00	9,950.00	0.00	0.00	9,950.00	9,950.00
49	IREDELL	XTNRLKJLA4S9	106,730.00	106,730.00	0.00	0.00	106,730.00	106,730.00
50	JACKSON	X7YWWY6ZP574	1,824.00	1,824.00	0.00	0.00	1,824.00	1,824.00
51	JOHNSTON	SYGAGEFDHYR7	126,039.00	126,039.00	0.00	0.00	126,039.00	126,039.00
52	JONES	HE3NNUE27M7	19,227.00	19,227.00	0.00	0.00	19,227.00	19,227.00
53	LEE	F6A8UC99JWJ5	58,083.00	58,083.00	0.00	0.00	58,083.00	58,083.00
54	LENOIR	QKUF137VPGH6	84,770.00	84,770.00	0.00	0.00	84,770.00	84,770.00
55	LINCOLN	UGGQGS8KBJ5	35,839.00	35,839.00	0.00	0.00	35,839.00	35,839.00
56	MACON	LLPJBC6N2LL3	0.00	0.00	0.00	0.00	0.00	0.00
57	MADISON	YQ96F8BJYTJ9	783.00	783.00	0.00	0.00	783.00	783.00
58	MARTIN	HA4QLH34LNS3	16,614.00	16,614.00	0.00	0.00	16,614.00	16,614.00
59	MCDOWELL	TT3NTH2NDJ73	11,063.00	11,063.00	0.00	0.00	11,063.00	11,063.00
60	MECKLENBURG	EZ15XL6BMM68	920,921.00	920,921.00	0.00	0.00	920,921.00	920,921.00
61	MITCHELL	YL69DGLK4CH3	20,023.00	20,023.00	0.00	0.00	20,023.00	20,023.00
62	MONTGOMERY	F78ZAJM3BFL3	11,261.00	11,261.00	0.00	0.00	11,261.00	11,261.00
63	MOORE	HFNSK95FS7Z8	62,659.00	62,659.00	0.00	0.00	62,659.00	62,659.00
64	NASH	NF58K566HQM7	129,901.00	129,901.00	0.00	0.00	129,901.00	129,901.00
65	NEW HANOVER	F7FLT2GMEJE1	122,615.00	122,615.00	0.00	0.00	122,615.00	122,615.00
66	NORTHAMPTON	CRA2KCAL8BA4	65,504.00	65,504.00	0.00	0.00	65,504.00	65,504.00
67	ONSLow	LTxVW6QF6297	133,367.00	133,367.00	0.00	0.00	133,367.00	133,367.00
68	ORANGE	GIFMCW9XDA53	116,686.00	116,686.00	0.00	0.00	116,686.00	116,686.00
69	PAMLICO	FT59QFEAU344	4,247.00	4,247.00	0.00	0.00	4,247.00	4,247.00
70	PASQUOTANK	NRDUHMG17ZW4	7,286.00	7,286.00	0.00	0.00	7,286.00	7,286.00
71	PENDER	T11BE678U9P5	14,791.00	14,791.00	0.00	0.00	14,791.00	14,791.00
72	PERQUIMANS	MBXQ5J2NMCK9	21,751.00	21,751.00	0.00	0.00	21,751.00	21,751.00
73	PERSON	FQ8LFJGMABJ4	21,512.00	21,512.00	0.00	0.00	21,512.00	21,512.00
74	PITT	VZNPMLCFT5R6	279,152.00	279,152.00	0.00	0.00	279,152.00	279,152.00
75	POLK	QZ6BZPGLX4Y9	10,154.00	10,154.00	0.00	0.00	10,154.00	10,154.00
76	RANDOLPH	T3BUM1CVS9N5	99,280.00	99,280.00	0.00	0.00	99,280.00	99,280.00
77	RICHMOND	Q63FZNTJM3M4	131,944.00	131,944.00	0.00	0.00	131,944.00	131,944.00
78	ROBESON	LKBEJQFLAAK5	34,386.00	34,386.00	0.00	0.00	34,386.00	34,386.00
79	ROCKINGHAM	KGCCCHJZZ43	98,917.00	98,917.00	0.00	0.00	98,917.00	98,917.00
80	ROWAN	GCB7UCV96NW6	224,529.00	224,529.00	0.00	0.00	224,529.00	224,529.00
81	RUTHERFORD	GTATPCDJVYN8	89,325.00	89,325.00	0.00	0.00	89,325.00	89,325.00
82	SAMPSON	RS3KYM7KJL3	15,157.00	15,157.00	0.00	0.00	15,157.00	15,157.00
83	SCOTLAND	FNVTUCUQGCHM5	13,689.00	13,689.00	0.00	0.00	13,689.00	13,689.00
84	STANLY	U86MZUYPL7C5	62,661.00	62,661.00	0.00	0.00	62,661.00	62,661.00
85	STOKES	W41TRA3NUN51	12,455.00	12,455.00	0.00	0.00	12,455.00	12,455.00
86	SURRY	FMWCTM24C9J8	11,870.00	11,870.00	0.00	0.00	11,870.00	11,870.00
87	SWAIN	E29GLEXDH849	6,859.00	6,859.00	0.00	0.00	6,859.00	6,859.00
88	TRANSYLVANIA	W51VGHGM8945	30,360.00	30,360.00	0.00	0.00	30,360.00	30,360.00
89	TYRRELL	JLNEVJ262SL8	7,822.00	7,822.00	0.00	0.00	7,822.00	7,822.00
90	UNION	LHMKBD4AGRJ5	56,242.00	56,242.00	0.00	0.00	56,242.00	56,242.00
91	VANCE	EBWNMFHTNV41	118,264.00	118,264.00	0.00	0.00	118,264.00	118,264.00
92	WAKE	FTJ2WJPLWMJ3	890,072.93	890,072.93	0.00	0.00	890,072.93	890,072.93
93	WARREN	WL7ATC4JLJ54	19,497.00	19,497.00	0.00	0.00	19,497.00	19,497.00
94	WASHINGTON	QWRZCQJFTEE4	33,327.00	33,327.00	0.00	0.00	33,327.00	33,327.00
95	WATAUGA	X7B4LX1QQMX6	9,706.00	9,706.00	0.00	0.00	9,706.00	9,706.00
96	WAYNE	DACFHCLQKMS1	160,240.00	160,240.00	0.00	0.00	160,240.00	160,240.00
97	WILKES	M14KKHY2NNR3	2,481.00	2,481.00	0.00	0.00	2,481.00	2,481.00
98	WILSON	ME2DJHMYWG55	114,446.00	114,446.00	0.00	0.00	114,446.00	114,446.00
99	YADKIN	PLCDT7JFA8B1	9,106.00	9,106.00	0.00	0.00	9,106.00	9,106.00
100	YANCEY	198MCUHKC2J8	9,950.00	9,950.00	0.00	0.00	9,950.00	9,950.00
Total			\$ 8,985,674.93	\$ 8,985,674.93	\$ -	\$ -	\$ 8,985,674.93	\$ 8,985,674.93



**Low-Income Household Water Assistance Program (LIHWAP)**

**AUTHORIZATION NUMBER: 1**

**FUNDING SOURCE:** Low-Income Home Energy Assistance

**Project Description:** Low-Income Home Energy Assistance (LIHWAP) assists low-income households with water and wastewater bills.

**Research & Development:** Yes / ☒ No

**CFDA Number:** 93.568

**CFDA Name:** Low-Income Home Energy Assistance

**Award Name:** Low-Income Home Energy Assistance

**Award Number:** 2101NCLWC5

**Award Date:** FFY 2021

**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:** This represents 100% federal dollars.

**XS411 Heading:** LIHWAP CAA

**Tracked on XS411:** Federal Share 100%

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**AUTHORIZED SIGNATURE**



**DATE:**

**February 13, 2023**

## Project Funding Source Inquiry [Rowan County]

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### Project Funding Source Inquiry [Rowan County]

#### Project string detail

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description	
Program *	5314	Economic Services		
Object *	431058	REFUGEE ASSISTANCE	Justification	
Frequency *	000	Non-Reportable		

Name *	REFUGEE ASSISTANCE	Projected date range	07/01/2017	to	06/30/2018
Short Name *	REFUG ASST	Actual date range		to	
Status	Active	Grant			
		Budget Calc Method	Yearly		

#### Project String Balances

#### Revenue Allocation

#### GL Accounts

	Project Year 2023	Project Year 2022	Project Year 2021	Project Year 2020
Original Budget	.00	.00	.00	-822
Transfers - In	.00	.00	.00	
Transfers - Out	.00	.00	.00	
Revised Budget	.00	.00	.00	-822
Actual (Memo)	-1,245.20	.00	.00	
Available	1,245.20	.00	.00	-822
Percent Used	0.00	0.00	0.00	0

1 of 1 | < > >|

Add / Display reminder alerts on the current record



# Project Funding Source Inquiry [Rowan County]

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[Reminder Alert](#)
[Detail](#)
[Amount View](#)
[View Charges](#)

## Project Funding Source Inquiry [Rowan County]

### Project string detail

	Project *	33018	DSS BUDGET w/Project Ledger Accts	Description	
	Program *	5314	Economic Services		
	Object *	434068	NCHC ADMIN STATE	Justification	
	Frequency *	000	Non-Reportable		

Name *	NC HEALTH CHOICE STATE	Projected date range	07/01/2017	to	06/30/2018
Short Name *	NCHC STATE	Actual date range		to	
Status	Active	Grant			
		Budget Calc Method	Yearly		

### Project String Balances

### Revenue Allocation

### GL Accounts

	Project Year: 2023	Project Year: 2022	Project Year: 2021	Project Year: 2020
Original Budget	.00	-5,287.00	-5,245.00	-184
Transfers - In	.00	.00	.00	
Transfers - Out	.00	.00	.00	
Revised Budget	.00	-5,287.00	-5,245.00	-184
Actual (Memo)	-3,235.07	-3,234.64	-1,502.55	1,316
Available	3,235.07	-2,052.36	-3,742.45	-1,500
Percent Used	0.00	61.18	28.65	-716






# BA-08-697

Final Audit Report

2023-03-01

Created:	2023-02-28
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASC8K6Xxqyv6S7J91JzS7ynl2q5lXiffV

## "BA-08-697" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-28 - 2:31:46 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-02-28 - 2:32:47 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-03-01 - 0:48:32 AM GMT - Time Source: server- IP address: 67.213.62.48- Located near: (35.8855, -80.544)
-  Offline document events synchronized and recorded  
2023-03-01 - 0:48:48 AM GMT - Time Source: server- IP address: 67.213.62.48
-  Agreement completed.  
2023-03-01 - 0:48:48 AM GMT



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**

February 27, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to increase budget for Healthy Rowan contracted services to include the rewarded money from UNC Med South Lifestyle Study.

Kind Regards,

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

Alyssa Harris, Public Health Director

# INVOICE

## Rowan County Health Department

1811 E Innes Street  
Salisbury, NC 28146  
Phone: 704-216-8777

**BILL** Center for Health Promotion and  
Disease Prevention

INVOICE # 2022-1  
INVOICE DATE: 7/8/2022

**TO** University of North Carolina at Chapel Hill  
1700 Martin Luther King Blvd, CB#7426  
Chapel Hill, North Carolina 27599-7426  
919-923-1499

QTY	ITEM ID#	DESCRIPTION	UNIT PRICE	ITEM TOTAL
1		Administrative Reimbursement (1 of 2) To Cover Costs For Time And Effort Directed To The Med-South Lifestyle Study, Including Time For Staff Training And To Cover Use Of Office Space For Counseling	\$2,500.00	\$2,500.00

PAYMENT  
TERMS  
PAYMENT DUE

SUBTOTAL	\$2,500.00
TAX	\$0.00
<b>TOTAL DUE</b>	<b>\$2,500.00</b>

Make All Checks Payable To: Rowan County Health Department  
130 W Innes Street  
Salisbury, NC 28144

**THANK YOU FOR YOUR BUSINESS!**



# Payment Advice

29 September 2022 10:06:07 AM  
Page 1 of 1

**To:**  
**Vendor Name:** COUNTY OF ROWAN  
**Vendor Address:** 130 W. INNES STREET  
SALISBURY NC, 28144  
USA

**Payment Information**  
**Payment Reference:** 0000586596  
**Payment Date:** 09/30/2022  
**Payment Method:** Automated Clearing House  
**Bank To Information:** \*\*\*\*\*961

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amt
2022-1	07/08/2022	52695898	2,500.00	0.00	0.00	2,500.00
Message:			2,500.00	0.00	0.00	2,500.00 USD
Total:						



## G/L ACCOUNT - MASTER INQUIRY

Org code: 1155240 HEALTH PROMOTION EXPENSES  
 Object code: 533001 CONTRACTED SERVICES  
 Project code: 52429 HD HEALTHY ROWAN GRANT

Type: E  
 Status: A  
 Budgetary: Y

Fund 1010 GENERAL FUND  
 Function 51 HUMAN SERVICES  
 Sub Function 5123 ADULT HEALTH  
 Department 5100 HEALTH DEPARTMENT  
 Division 5130 ALLIED HEALTH  
 Program 5240 HEALTH PROMOTION  
 Activity 000 NON ACTIVITY  
 Type 5 EXPENDITURES  
 Project 52429 HD HEALTHY ROWAN GRANT

Full description: CONTRACTED SERVICES  
 Reference Acct:

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

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	38,674.00	.00	.00
02	5,275.00	-5,275.00	.00	75,400.00
03	2,600.00	-2,600.00	.00	.00
04	4,200.00	-4,200.00	.00	.00
05	8,824.00	-8,824.00	.00	.00
06	4,400.00	26,800.00	.00	.00
07	4,900.00	-4,900.00	.00	.00
08	4,140.00	-4,140.00	.00	.00
09	.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:	34,339.00	35,535.00	.00	75,400.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	34,339.00	Original Budget	75,400.00
Encumbrances	35,535.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	69,874.00	Carry Fwd Budget	.00
Available Budget	5,526.00	Carry Fwd Bud Tfr	.00
Percent Used	92.67	Revised Budget	75,400.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	75,400.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	75,400.00	PRESENT	75,400.00
	.00	COMMISSION	.00
		APPROVED	75,400.00

increase  
\$2500






# BA-08-818 - BOC 03-20

Final Audit Report

2023-03-02

Created:	2023-03-01
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATvqMf6sNBn23_XM8bku89VEYV9I8sjNN

## "BA-08-818 - BOC 03-20" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-03-01 - 3:40:48 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-03-01 - 3:41:39 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-03-02 - 1:20:24 AM GMT - Time Source: server- IP address: 67.213.62.48- Located near: (35.8855, -80.544)
-  Offline document events synchronized and recorded  
2023-03-02 - 1:20:27 AM GMT - Time Source: server- IP address: 67.213.62.48
-  Agreement completed.  
2023-03-02 - 1:20:27 AM GMT

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Budget Officer

FROM: Finance

EXPLANATION IN DETAIL: To reallocate funds for Postage

Prepared by:


Teresa Sharpless

Date:

3/6/2023

### BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
POSTAGE - County Manager	E	1154120-557000		400
POSTAGE - Finance	E	1154125-557000		2,000
POSTAGE - Ambulance Billing/Col	E	1154126-557000		200
POSTAGE - Human Resources	E	1154131-557000		1,000
POSTAGE - Facilities Management	E	1154134-557000	7	
POSTAGE - Purchasing	E	1154138-557000		150
POSTAGE - County Assessor	E	1154140-557000	4,000	
POSTAGE - Tax Collector	E	1154150-557000	4,106	
POSTAGE - Information Systems	E	1154160-557000	63	
POSTAGE - Board of Elections	E	1154170-557000		4,000
POSTAGE - ROD	E	1154180-557000	561	
POSTAGE - Telecomm	E	1154210-557000		100
POSTAGE - Inspections	E	1154250-557000		200
POSTAGE - ES Administration Exp	E	1154330-557000		200
POSTAGE - Sheriff Admin Expend	E	1154410-557000		300
POSTAGE - Planning	E	1154830-557000	313	
POSTAGE - Environmental Health	E	1155185-557000		200
POSTAGE - Parks	E	1156230-557000		250
POSTAGE - Therapeutic Rec	E	1156231-557000		50

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <input checked="" type="checkbox"/> _____ Disapproved: <input type="checkbox"/> _____ Amended: _____ Date: <b>Mar 6, 2023</b>	Approved: _____ Disapproved: _____ Amended: _____ Date: _____	Budget Revision # <b>09-127</b> Date Posted: _____ Group Number: _____ Posted by: _____
Signature: 	Signature: _____	Approved by: _____

ORG	OBJ	ACCOUNT DESCRIPTION	REVISED BUDGET	YTD EXPENDED	ENCUMBRA	AVAILABLE BUD	% USED	Projected	Over/Under	BA Needed
1154120	557000	POSTAGE - County Manager	700	132.49	0.00	568	18.90	198.74	501.27	(400.00)
1154125	557000	POSTAGE - Finance	11,000	5,833.23	0.00	5,167	53.00	8,749.85	2,250.16	(2,000.00)
1154126	557000	POSTAGE - Ambulance Billing/Col	300	0.00	0.00	300	0.00	-	300.00	(200.00)
1154131	557000	POSTAGE - Human Resources	1,200	30.34	0.00	1,170	2.50	45.51	1,154.49	(1,000.00)
1154134	557000	POSTAGE - Facilities Management	100	70.95	0.00	29	71.00	106.43	(6.43)	7.00
1154138	557000	POSTAGE - Purchasing	200	4.56	0.00	195	2.30	6.84	193.16	(150.00)
1154140	557000	POSTAGE - County Assessor	14,000	13,272.95	66.77	660	95.30	19,909.43	(4,000.00)	4,000.00
1154150	557000	POSTAGE - Tax Collector	65,000	49,168.62	2,516.87	13,315	79.50	73,752.93	(4,106.00)	4,106.00
1154160	557000	POSTAGE - Information Systems	126	125.42	0.00	1	99.50	188.13	(62.13)	63.00
1154170	557000	POSTAGE - Board of Elections	28,000	15,479.14	0.00	12,521	55.30	23,218.71	4,781.29	(4,000.00)
1154180	557000	POSTAGE - ROD	5,000	3,706.94	0.00	1,293	74.10	5,560.41	(560.41)	561.00
1154210	557000	POSTAGE - Telecomm	200	0.00	0.00	200	0.00	-	200.00	(100.00)
1154250	557000	POSTAGE - Inspections	400	0.00	0.00	400	0.00	-	400.00	(200.00)
1154330	557000	POSTAGE - ES Administration Exp	500	144.45	0.00	356	28.90	216.68	283.33	(200.00)
1154410	557000	POSTAGE - Sheriff Admin Expend	8,500	5,430.96	0.00	3,069	63.90	8,146.44	353.56	(300.00)
1154830	557000	POSTAGE - Planning	1,500	1,208.34	0.00	292	80.60	1,812.51	(312.51)	313.00
1155185	557000	POSTAGE - Environmental Health	500	138.57	0.00	361	27.70	207.86	292.15	(200.00)
1156230	557000	POSTAGE - Parks	1,500	796.36	0.00	704	53.10	1,194.54	305.46	(250.00)
1156231	557000	POSTAGE - Therapeutic Rec	1,000	616.14	0.00	384	61.60	924.21	75.79	(50.00)
			139,726	96,159.46	2,583.64	40,983		144,239.19	2,043.17	-





# BA-09-127 - BOC 03-20

Final Audit Report

2023-03-06

Created:	2023-03-06
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI-WEtmUcfvXfqEb5na8ddaKI9MIKUe0D

## "BA-09-127 - BOC 03-20" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-03-06 - 3:15:56 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-03-06 - 3:17:00 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-03-06 - 3:43:31 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2023-03-06 - 3:43:31 PM GMT



Adobe Acrobat Sign

## ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Anna Bumgarner, Finance Director

FROM: Melissa J. Oleen, Library Director

EXPLANATION IN DETAIL: The library has been awarded \$109,834 in Non-Recurring State Aid. These funds originate with the USTreasury Office as part of Coronavirus State Fiscal Recovery Rudns under the American Rescur Plan Act. We are requesting funds be aloocated to audio-visual materials and C/A: Furn. & Equipment.

Prepared by:

**Pam Nance**

Date:

3/3/2023

**BUDGET INFORMATION:**

### Non-Recurring

[illegible]

109,834

25

Anna F. Bumgarner

Mar 7, 2023

**Nance, Pam**

---

**From:** Sharpless, Teresa F.  
**Sent:** Friday, March 3, 2023 3:55 PM  
**To:** Nance, Pam; Bevis, Lisa F; Oleen, Melissa J  
**Subject:** RE: FY24 Budget: Non-Recurring State Aid to Public Libraries

I have the following accounts created in munis:

1146110-434069-6102  
1156110-575090-6102  
1156110-564005-6102

There will need to be a BA done to increase the revenue and expense lines for FY23 (this hasn't been done yet). If you need my assistance with the BA please let me know. It will need BOC approval.

Thanks so much.  
Teresa



Teresa Sharpless | Accountant II  
Rowan County Finance Department  
130 West Innes Street, Salisbury, NC 28144  
[p] 704.216.8173  
[www.rowancountync.gov](http://www.rowancountync.gov)

---

**From:** Nance, Pam <Pam.Nance@rowancountync.gov>  
**Sent:** Friday, March 3, 2023 3:35 PM  
**To:** Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>  
**Subject:** FW: FY24 Budget: Non-Recurring State Aid to Public Libraries  
**Importance:** High

1146110-434069 - \$109,834

Moved to 1156110-575090 = \$100,000 &  
1156110-564005 = \$9,834

Lisa,

Please let me know how this should be entered in the FY24 budget

*Pam Nance*

Administrative Assistant

704-216-8231

Pam.Nance@rowancountync.gov  
201 West Fisher Street  
Salisbury, NC 28144

---

**From:** Oleen, Melissa J <Melissa.Oleen@rowancountync.gov>  
**Sent:** Friday, March 3, 2023 1:00 PM  
**To:** Nance, Pam <Pam.Nance@rowancountync.gov>; Lyda, Laurie L <Laurie.Lyda@rowancountync.gov>  
**Subject:** FY24 Budget: Non-Recurring State Aid to Public Libraries  
**Importance:** High

Pam -

I forgot our Non-recurring State Aid to PL allotment. \$109,834

We need to make sure these funds are reflected in the FY24 budget. The funds have been accepted, commissioners approved, and Finance is aware etc. etc. Laurie filed the first quarterly report in January reflecting we had not spent any of the funds. To my knowledge, we have not received any funds as yet??? I am looking through my emails to see where this left off.

We should have received the first payment but we have not spent any of the funds. Additional payments will be received in FY24 totaling \$109,834.

New carpeting at South qualifies as a way to spend these funds. As we did with the recurring aid payments going to books, can you make the budget reflect that \$100,000 of this is to go to new carpet at south and the remaining \$9,834 into audio-visual for eAudio books. This would increase the AV budget line.

I am open to any recommendations you have. We just didn't have the time to clarify any other projects that would qualify.

Melissa

---

**From:** Oleen, Melissa J  
**Sent:** Wednesday, July 20, 2022 1:43 PM  
**To:** Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Bevis, Lisa F <lisa.bevis@rowancountync.gov>  
**Cc:** Barger, Carolyn M <carolyn.barger@rowancountync.gov>; Nance, Pam <pam.nance@rowancountync.gov>  
**Subject:** Non-Recurring State Aid to Public Libraries

Greetings Anna, Kelly and Lisa,

The library has been awarded \$109,834 in Non-Recurring State Aid through the State Library. These funds are separate from and in addition to the recurring State Aid to Public Library funds we normally receive. The Non-Recurring State Aid funds originate with the US Treasury Office as part of Coronavirus State Fiscal Recovery Funds under the American Rescue Plan Act. They will be distributed through the NC Pandemic Recovery Office to the Department of Natural and Cultural Resources' State Library for disbursement. Disbursements of the Non-Recurring State Aid will be quarterly through 2024 (whereas regular State Aid will continue to be monthly.) These funds are "generally for materials, salaries, equipment, and operating costs".



I have read and DocuSigned the agreement for these funds (attached). Commissioner Edds will be receiving an automatic DocuSign email for the same agreement.

I will be attending a NC public library director meeting the first week in August that will provide me with more details on how the funds can be used. More information will be shared by the State Library as it is confirmed.

Let me know if you have questions/concerns.

Melissa



Melissa J. Oleen | Director

Rowan Public Library

201 West Fisher Street, Salisbury, NC 28144

[p] 704-216-8233 [f] 704-216-8237

[www.rowanpubliclibrary.org](http://www.rowanpubliclibrary.org)





# BA-09-161 - BOC 03-20

Final Audit Report

2023-03-07

Created:	2023-03-07
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARi2_jm_FOBltxSlvwhpEQfEMmFR-2_j6

## "BA-09-161 - BOC 03-20" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-03-07 - 5:12:31 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-03-07 - 5:13:09 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-03-07 - 9:25:52 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2023-03-07 - 9:25:52 PM GMT

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director & Aaron Church; County Manager  
**DATE:** 3/20/2023  
**SUBJECT:** Contract Change Order - CST Fleet Services

---

Rowan County worked with CST Fleet Services as a consultant for the Fleet Management Service project. The original contract began on 7/21/21 and on page 6, Task 7 of the proposal from CST, the option of additional annual services were included. The County has asked for a quote for an annual audit on our current Fleet Management Service (Vector) and would like to amend the original contract to include the quoted task order. Not to Exceed \$35,000.00.

Task	Payment
Project Kick off	\$8,750.00
Onsite Interviews Completed	\$8,750.00
Audit Report Completed	\$8,750.00
Project Completed (Final Presentation)	\$8,750.00
	\$35,000.00

Sufficient funds included in the FY23 Budget.

Attached are the new task order quote, and original proposal.

Board of Commissioners to authorize the County Manager to approve the contract change order with CST Fleet Services in the amount of \$35,000.00.

**ATTACHMENTS:**

Description	Upload Date	Type
Quote	3/2/2023	Cover Memo
Original Proposal	3/2/2023	Cover Memo



Proposal to Provide Consulting Services To:

**Rowan County**



March 2023

## TRANSMITTAL LETTER

---

March 2, 2023

**To: Aaron Church, County Manager**  
**From: Ron Hall, Partner, CST Fleet Services**  
**Subject: Fleet Management Consulting Services**

CST Fleet Services, based in Clemmons, NC, is pleased to provide this proposal to assist Rowan County in an audit of fleet management services. Our team works with government fleets in North America to identify, define, and implement vehicle asset cost savings. Members of our team have extensive experience assessing the full range of fleet operations functions including policies, organization design and staffing, maintenance, fuel, technology, and systems, etc. We previously develop the RFP for outsourcing maintenance for the county.

Our Team has decades of experience in the fleet management field and are among the most experienced consultants in the industry. As all our staff are located in North Carolina, we can provide Rowan County with an unmatched level of support on this project. The Project Manager will be;

Ron Hall  
1325 Central Road  
Clemmons, NC 27012  
(336) 287-8348  
[rhall@carolinast.com](mailto:rhall@carolinast.com)

As Partner of CST Fleet Services, and an Officer of the Corporation, I am pleased to authorize the transmittal of this proposal to accomplish the work with Rowan County. I certify that the company provides independent and unbiased consulting services.

This proposal shall be in effect for 90 days.

Our Team is enthusiastic to provide our skills and expertise to Rowan County.

Sincerely,



Ron Hall, Partner

## ORGANIZATIONAL OVERVIEW

**CST Fleet Services** specializes in identifying, implementing, and teaching cost savings initiatives for vehicle-based assets operated by government and private fleets in North America. CST work has yielded proven and measurable results which are founded upon:

- **Industry best practices accumulated over several decades of experience,**
- **Metrics and industry benchmarking,**
- **Proven and measurable scenario modeling and forecasting tools (including the evaluation of fleet rightsizing efficiency gains), and**
- **Fluid and dynamic approach to projects.**

CST was formed in 2000 as Carolina Software Technologies, Inc., a North Carolina-based corporation. One of its founding partners and current Vice President, Ron Hall, has over 25 years of experience working in various capacities within the fleet community. Current President, Hayes Smith, joined CST in 2011 after serving as a Senior Project Specialist for the City of Winston-Salem Utilities Division.

CST was initially founded as a launching entity for fleet metric software packages, which have become very successful. The metric packages, referred to as “The Value Indicators”, are utilized by over 75 private and government fleets in North America. Over the years, CST’s work and experience led to the foundation of ‘industry best practices. This evolved as a tool for fleet management and provided CST insight regarding fleet management. CST staff discovered that, by working with their customers, our experience could be taught and passed along to customers with the goal of establishing proven and measurable cost savings. As such, CST evolved from a software company to a consulting company.

CST has established relationships with numerous fleet customers to develop new and proven cost savings initiatives. Most notable clients include the following government and private fleets:

<b>University of Kentucky</b>	<b>Georgetown University, Washington, DC</b>
<b>City of Houston, TX</b>	<b>New York City, NY</b>
<b>City of Chicago, IL</b>	<b>City of Dallas, TX</b>
<b>City of San Diego, CA</b>	<b>City of Greensboro, NC</b>
<b>FedEx, Memphis, TN</b>	<b>City of Long Beach, CA</b>
<b>City of St. Johns, NS, Canada</b>	<b>Ryder Systems, Miami, FL</b>
<b>Chicago Transit Authority, IL</b>	<b>Cook County, IL</b>
<b>City of Tulsa, OK</b>	<b>City of Richmond, VA</b>
<b>DeKalb County, GA</b>	<b>City of Springfield, IL</b>
<b>Calpine Gas, Houston, TX</b>	<b>County of Arlington, VA</b>
<b>FedEx</b>	<b>Southern California Gas, CA</b>
<b>UPS</b>	<b>San Diego Gas and Electric, CA</b>
<b>State of Indiana</b>	<b>State of Oklahoma</b>
<b>City of Raleigh, NC</b>	<b>City of Atlanta, GA</b>

CST has a long and successful history of providing consulting services to private, state, and municipal vehicle fleets. Their projects have ranged from short-term engagements developing recommendations for specific fleet operations or vehicle types, to longer-term fleet support of implementation and performance tracking for recommended measures.

## TECHNICAL PROPOSAL

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### PROJECT UNDERSTANDING

Rowan County has outsourced fleet maintenance to Vector for over a year to date. CST will perform an audit of the contract and services provided. This audit will encompass reviewing data, onsite visits, and preparing an audit report of the maintenance Vector has provided.

### WORK PLAN

The tasks that we propose to complete during this project are as follows:

From a high level, CST can assist in the auditing/monitoring and support of the outsourced maintenance to Vector by performing the following tasks:

- 1) Reviewing maintenance records for completeness
- 2) Reviewing summary reports
- 3) Evaluating timeliness of repairs
- 4) Reviewing PM compliance
- 5) Evaluating actual cost vs contract charges
- 6) Reviewing invoices (Target vs Non-Target)
- 7) Spot checking repair records for reasonability checks
- 8) Onsite visit - to look at Vector (contractor operations).
- 9) Onsite visit - to have a focus group session with large users.
- 10) Evaluate parts room and parts availability of the shop.
- 11) Prepare an Audit report.
- 12) Creating list of recommended vehicles to replace for the upcoming budget.
- 13) Creating future suggested budget for vehicle replacement (next 10 Years).
- 14) Reviewing fleet policies and procedures
- 15) Review replacement, utilization, technology, etc.
- 16) Prepare an estimate for bringing in house software, manager, technicians, parts, training etc.)
- 17) Evaluate the potential use of intergovernmental agreements to perform maintenance if needed (Possibly Salisbury).
- 18) Surveying customers (departments) for satisfaction (Google Survey, Survey Monkey, Email, etc.)
- 19) Prepare an Audit/Project presentation.

Note: Excel spreadsheets and documents created during the project will be made available to Rowan county for reference and future use.

### Project Schedule

Project is expected to be completed within 2 months of contract award date.

## Payment Schedule

We are prepared to offer our services for the firm fixed price of \$35,000. Below is breakdown of the payment schedule.

Task	Payment
Project Kick off	\$8,750.00
Onsite Interviews Completed	\$8,750.00
Audit Report Completed	\$8,750.00
Project Completed (Final Presentation)	\$8,750.00
\$35,000.00	

## Project Team

The principal members and roles of our proposed project team are as follows:

**RON HALL** is a partner of CST Fleet Services and focuses on the firm's data modeling activities including life-cycle cost analysis, fleet rightsizing, and "what if?" modeling. Mr. Hall is also responsible with co-partner for day-to-day operations of corporation. He has 20 plus years of fleet consultant and oversees all the services offered by the company. Prior to joining CST Mr. Hall worked for Eaton and as Director of Software Development for Noregon Corporation to develop custom diagnostic, maintenance, and telematics solutions to support the fleet industry. He holds a master's degree in Mathematics from Virginia Tech University.



**Danielle Hall** joined CST Fleet Services in 2018, bringing with her a strong set of analytical skills. Since being with CST, she has worked on projects for Nebraska DOT, City of Orlando, City of San Antonio, Santa Clara, CA, Long Beach, CA, Conoco Phillips, Apex NC, and George Mason University. Her primary focus with CST Fleet Services has been in performing data analysis and modeling of fleet data in the areas of right sizing, lifecycle analysis and resource planning. In addition, she develops process and workflow diagrams that provide our customers with visual representations of both their current operations as well as recommended process changes.



**Randy Owen, CAFM** is Senior Fleet Consultant for CST Fleet Services and is located in Charlotte, NC. He has 25 years of experience as a fleet manager and fleet management consultant and is a nationally recognized expert in fleet management best practices and in the areas of fleet management outsourcing and managed competition. His areas of expertise also include fleet utilization analysis and rightsizing, and performance measurement and benchmarking. Before co-founding Mercury Associates, Mr. Owen was a Senior Manager in Maximus, Inc. Prior to this he served as the fleet manager for the City of Charlotte and for the Los Angeles County Department of Public Works and worked as an independent consultant. He holds a master's degree in Political Science from the University of California at Los Angeles.





## ATTACHMENT A – KEY CST TEAM STAFF RÉSUMÉS

### Ron Hall, Consultant, CST Fleet Services

#### QUALIFICATIONS

##### *Accredited Institutions*

B.S. Computer Science, Mathematics, Virginia  
Polytechnic University, 1984

##### *Employment*

CST Fleet Services ( 2000 - present)  
Noregon Systems ( 1996 - 2000)  
Eaton Corporation ( 1984 - 1996)

#### EXPERIENCE

Mr. Hall is Co-Partner and President of CST Fleet Services. He is responsible with co-partner for day-to-day operations of corporation. He oversees all the services offered by the company, including;

- Municipal or Private Fleet Consultants and Fleet Consulting Services
- Emissions Level and Carbon Footprint Forecasting
- Fleet Manager's "What If..." Modeling
- Fleet Consolidation
- Strategic Vehicle Parts Partnership
- Fuel Management
- Enterprise Fleet Management

As Director of Software Development for Noregon Corporation, Mr. Hall was responsible for a staff of 50 engineers. He established and maintained the technical direction for Noregon and personally managed major fleet accounts. Noregon developed custom diagnostic, maintenance, and telematics solutions to support the fleet industry. Activities included;

- Creating proposals for opportunities
- Negotiating and procuring contracts
- Creating and managing a formal program plan, schedule, and budget for each project
- Creating and managing the requirements and technical direction for the project
- Tracking the progress to the project weekly for management, customer, and team
- Managing the software development cycle and technical direction of the projects
- Managing the integration of new systems into the customers current system infrastructure
- Negotiating the requirements with the customer, management, and team

Mr. Hall's responsibilities as lead engineer at Eaton Corporation. He spent half of his time managing the project with the fleet and half of the time as the principal engineer for the project. Projects included from diagnostic applications, on-board computers, braking system, transmission system and information analysis systems for the fleet industry. Activities included;

- Jointly defining goals and potential projects for short- and long-term
- Creating scope for new fleet projects
- Reviewing projects with fleets and getting approval
- Deploying and testing concepts
- Taking new fleet products to market
- Working with fleets to improve business practices using products and new technologies.

## **Danielle Hall, Analyst, CST Fleet Services**

### **QUALIFICATIONS**

#### ***Accredited Institutions***

B.S. Business Administration  
University of North Carolina Greensboro, 2018

#### ***Employment***

CST Fleet Services (2018 – Present)

### **EXPERIENCE**

Ms. Hall joined CST Fleet Services in 2018. bringing with her a strong set of analytical skills. Since being with CST, she has worked on projects for;

- Nebraska DOT
- City of Orlando
- City of San Antonio
- Santa Clara, CA
- Long Beach, CA

Her primary focus with CST Fleet Services has been in performing data analysis and modeling of fleet data in the areas of right sizing, lifecycle analysis and resource planning. The data models she produces are used to analyze fleet and provide further knowledge into data. These models include;

- Capital Planning
- Right sizing
- KRSD (Keep, Replace, Share, Dispose)
- Asset Utilization
- Lifecycle Planning

In addition, she develops process and workflow diagrams that provide our customers with visual representations of both their current operations as well as recommended process changes.

## **Randy Owen, Consultant, CST Fleet Services**

## QUALIFICATIONS

### **Accredited Institutions**

B.A. and M.A.

UCLA

### **Employment**

CST Fleet Services

Matrix Consulting Group

## EXPERIENCE

Randy Owen works with CST Fleet Services as a consultant and project manager. Randy has 25 years of experience as a fleet manager and fleet management consultant. Mr. Owen is a nationally recognized expert in fleet management best practices and has participated in more than 300 fleet management projects in his career. He has participated in dozens of projects that involved consolidating fleet programs and/or developing a shared services approach. As a fleet manager, he oversaw the consolidation of Charlotte's general fleet and fire fleet maintenance programs.

### **Experience as a Fleet Management Consultant**

Examples of clients for whom Mr. Owen has served as the lead project analyst on fleet management studies include the following:

- Several private and public universities
- More than a dozen state government agencies
- Many of the largest cities and counties in the country
- Several federal government agencies
- Dozens of private companies including utilities

Randy has led projects focusing on all facets of fleet operations including development of fleet replacement plans, lease versus buy analysis, fleet rightsizing assessments, optimizing fleet maintenance programs, development of organizational redesigns and staffing analyses, green fleet projects, adoption of technology tools, and best practices assessments. He has served over 30 public sector clients in California including state agencies, most of the largest counties in the state, and dozens of cities.

### **Experience As A Government Fleet Manager**

Mr. Owen has served as fleet manager for the following government jurisdictions:

- Electric Fleet Project Manager for Duke Energy (2020 to 2021)
- Director, Equipment Services Division, City of Charlotte (1997 to 2001)
- Chief, Fleet Management, Los Angeles County Public Works (1987 to 1997)



Proposal to Provide Consulting Services To:

Rowan County



July 2021

## TRANSMITTAL LETTER

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July 9, 2021

**To: Aaron Church, County Manager**  
**From: Ron Hall, Partner, CST Fleet Services**  
**Subject: Fleet Management Consulting Services**

CST Fleet Services, based in Clemmons, NC, is pleased to provide this proposal to assist Rowan County develop a request for proposals (RFP) for fleet management services. Our team works with government fleets in North America to identify, define, and implement vehicle asset cost savings. Members of our team have extensive experience assessing the full range of fleet operations functions including policies, organization design and staffing, maintenance, fuel, technology, and systems, etc. We have specific experience and expertise in writing RFPs for fleet services our clients. RFP projects include Charlotte, Mecklenburg County, Richmond VA, Detroit, New York City, Chicago, Houston, and private companies as well as other cities and counties.

Our Team has decades of experience in the fleet management field and are among the most experienced consultants in the industry. As all our staff are located in North Carolina, we can provide Rowan County with an unmatched level of support on this project. The Project Manager will be;

Ron Hall  
1325 Central Road  
Clemmons, NC 27012  
(336) 287-8348  
[rhall@carolinast.com](mailto:rhall@carolinast.com)

As Partner of CST Fleet Services, and an Officer of the Corporation, I am pleased to authorize the transmittal of this proposal to accomplish the work with Rowan County. I certify that the company provides independent and unbiased consulting services free of any relationships with companies that we respond to a RFP resulting from this project.

This proposal shall be in effect for 90 days.

Our Team is enthusiastic to provide our skills and expertise to Rowan County.

Sincerely,



Ron Hall, Partner

## ORGANIZATIONAL OVERVIEW

**CST Fleet Services** specializes in identifying, implementing, and teaching cost savings initiatives for vehicle-based assets operated by government and private fleets in North America. CST work has yielded proven and measurable results which are founded upon:

- **Industry best practices accumulated over several decades of experience,**
- **Metrics and industry benchmarking,**
- **Proven and measurable scenario modeling and forecasting tools (including the evaluation of fleet rightsizing efficiency gains), and**
- **Fluid and dynamic approach to projects.**

CST was formed in 2000 as Carolina Software Technologies, Inc., a North Carolina-based corporation. One of its founding partners and current Vice President, Ron Hall, has over 25 years of experience working in various capacities within the fleet community. Current President, Hayes Smith, joined CST in 2011 after serving as a Senior Project Specialist for the City of Winston-Salem Utilities Division.

CST was initially founded as a launching entity for fleet metric software packages, which have become very successful. The metric packages, referred to as “The Value Indicators”, are utilized by over 75 private and government fleets in North America. Over the years, CST’s work and experience led to the foundation of ‘industry best practices. This evolved as a tool for fleet management and provided CST insight regarding fleet management. CST staff discovered that, by working with their customers, our experience could be taught and passed along to customers with the goal of establishing proven and measurable cost savings. As such, CST evolved from a software company to a consulting company.

CST has established relationships with numerous fleet customers to develop new and proven cost savings initiatives. Most notable clients include the following government and private fleets:

<b>University of Kentucky</b>	<b>Georgetown University, Washington, DC</b>
<b>City of Houston, TX</b>	<b>New York City, NY</b>
<b>City of Chicago, IL</b>	<b>City of Dallas, TX</b>
<b>City of San Diego, CA</b>	<b>City of Greensboro, NC</b>
<b>FedEx, Memphis, TN</b>	<b>City of Long Beach, CA</b>
<b>City of St. Johns, NS, Canada</b>	<b>Ryder Systems, Miami, FL</b>
<b>Chicago Transit Authority, IL</b>	<b>Cook County, IL</b>
<b>City of Tulsa, OK</b>	<b>City of Richmond, VA</b>
<b>DeKalb County, GA</b>	<b>City of Springfield, IL</b>
<b>Calpine Gas, Houston, TX</b>	<b>County of Arlington, VA</b>
<b>FedEx</b>	<b>Southern California Gas, CA</b>
<b>UPS</b>	<b>San Diego Gas and Electric, CA</b>
<b>State of Indiana</b>	<b>State of Oklahoma</b>
<b>City of Raleigh, NC</b>	<b>City of Atlanta, GA</b>

CST has a long and successful history of providing consulting services to private, state, and municipal vehicle fleets. Their projects have ranged from short-term engagements developing recommendations for specific fleet operations or vehicle types, to longer-term fleet support of implementation and performance tracking for recommended measures.

Our firm and project team members have significant experience working on fleet service contacting projects including development of RFPs for Charlotte, Mecklenburg County, Los Angeles County, Richmond VA,

Detroit, New York City, Chicago, Houston, and private companies. We also have completed reviews of contract operations for numerous clients.

## **TECHNICAL PROPOSAL**

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### **PROJECT UNDERSTANDING**

We understand that Rowan County has a decentralized approach to fleet operations with each department maintaining its own fleet. While the county owns a vehicle repair shop, the facility is largely unused, and vehicles are primarily maintained by local vendors. The County does not have a maintenance management system to track assets and maintenance operations. Consequently, the County is interested in exploring the option of outsourcing fleet management to a company that specializes in these services.

There are several companies that specialized in providing governments with fleet management services including operation of on-site maintenance garages. These firms include First Vehicle Services, Centerra Group, Vector Fleet Management and several others. Contracts for these services normally are designed as “target” and “non-target”. Target services are all normal services required to maintain the fleet and are paid through an annual fixed price that includes overhead costs. Non-target services are non-routine activities such as repair of accident damage, vehicle misuse, storm damage, and modification of vehicles.

Below we describe our proposed scope of services for this project with Rowan County with a focus on development of a scope of work for a Request for Proposal (RFP), support during the procurement process, and assistance in evaluation of the proposals.

### **WORK PLAN**

The tasks that we propose to complete during this project are as follows:

#### **Task 1 –Project Initiation**

To begin the project, we will provide the County with a request for information including a vehicle inventory list, relevant policies, and budgets. We will also want to meet with County staff to understand current issues, maintenance requirements, and the County’s goals for project. This meeting should include staff from major fleet user departments, Purchasing, and any other stakeholders the County feels should attend the session. We will also tour the County’s shop noting the availability and condition of tools and equipment. After the meeting and gaining a thorough understanding of current fleet operations, we will begin developing the scope of services for the RFP as summarized in the task below.

#### **Task 2 - Develop Scope of Services**

In this task we will develop the scope of work section for inclusion in the RFP. Besides detailing the required services, we will also describe additional elements to be included in the RFP such as technical requirements and evaluation criteria. Following is a summary of the elements that will be included:

- **General Requirements**
  - Split of responsibilities between Rowan County and the selected contractor.

- Standards for the experience of contractor staff.
  - Requirements for a contractor provided fleet management system.
  - Management and security procedures for County provided equipment.
  - Maintenance and upkeep requirements for contractor-occupied work areas.
- **Service Requirements**
    - Details about the fleet including types, department assignments, age, and annual use.
    - List of services the contractor will be required to provide.
    - Detailed description of target and non-target services.
    - Standards of service and performance criteria such as availability of the fleet, service turnaround time, and compliance with preventive maintenance schedules.
    - Service quality and warranty coverage requirements, such as maximum rework rates of repeat repairs, service and parts warranties, and acceptable parts quality.
    - Details on requirements for documenting work and service records, management information, and reports.
    - Requirements for meetings and communication.
  - **Contract Management**
    - Contract management procedures.
    - Communication protocols.
    - Performance measurement.
    - Incentives and penalties.
  - **Proposal Evaluation**
    - Scoring matrix.
    - Initial review of proposals.
    - Development of a short list of vendors (if required).
    - Interviews with short-listed vendors.
    - Final recommendations.

We will develop each of these sections based on our knowledge of the fleet industry, our staff's experience with other organizations that have contracted for fleet services, interviews with County staff, and the County's existing policies and procedures.

We will provide a draft scope of work document to Rowan County in electronic format. We will include any changes required by County staff into the document based on feedback that we receive. We assume that this feedback be coordinated by the County and sent to us one time with all edits consolidated. The final scope of work can then be included in the County's standard RFP boilerplate for transmittal to vendors. We will provide a list of vendors based on our past work in the industry.



#### **Task 4 - Pre-bid Processes**

In this task we will attend the pre-bid conference scheduled by the County. During the conference we will respond to any questions directed to us to provide clarification on any portions of the RFP which we prepared. Following the pre-bid conference, we will prepare written responses to questions related to the statement of work section of the RFP that we prepared and forward them to the County for inclusion in an addendum.

#### **Task 5 - Evaluate Proposals**

In this task we will conduct an independent evaluation of proposals and identify the contractor we feel has submitted the best overall approach for Rowan County to consider. We will document our findings and recommendations in a brief report to the proposal evaluation team. Please note that our budget for this task assumes there will be no more than three proposals for us to evaluate. If more proposals are received by the County, we will require an additional budget of \$3,000 per additional proposal.

Our work in this area will include:

- Developing evaluation criteria and a scoring matrix.
- Reviewing proposals.
- Reviewing qualifications and experience.
- Checking references.
- Evaluating cost proposals.
- Ranking vendors.
- Providing a recommended approach.

#### **Task 6 (optional) – Provide transition support**

In this optional task we would assist the County transition to contract fleet services including:

- Negotiate a final contract with the selected vendor.
- Develop a transition plan and timeline.
- Establish procedures for contract monitoring and management.

#### **Task 7 (optional) – Provide contract monitoring services**

The County may also want to consider obtaining assistance in monitoring contractor performance including validating monthly invoices, spot checking work orders, approving high-cost repairs, etc. We are also available to conduct annual audits of the contractor including compliance with contract terms, customer service, record keeping, etc.

We would be happy to provide a quote for the services described in the optional tasks upon request.

## Project budget

Our proposed price for this engagement is as follows:

Classification	Billing Rate	Hours	Fees
Project Mgr	\$195	20	\$ 3,900
Senior Analyst	\$195	60	\$11,700
Analyst	\$125	24	\$ 3,000
Totals		104	\$18,600

## Project Schedule

Assuming we are awarded the project by July 15, 2021, we will complete the on-site visit no later than August 1, 2021, including production of a summary of County fleet operations. We will also produce a draft statement of work by September 1, 2021.

## Payment Schedule

Task	Payment
On-site visit and interviews completed	\$6,200.00
Draft RFP completed	\$6,200.00
Evaluation report completed	\$6,200.00
	\$18,600.00

## Project Team

The principal members and roles of our proposed project team are as follows:

**RON HALL** is a partner of CST Fleet Services and focuses on the firm's data modeling activities including life-cycle cost analysis, fleet rightsizing, and "what if?" modeling. Mr. Hall is also responsible with co-partner for day-to-day operations of corporation. He has 20 plus years of fleet consultant and oversees all the services offered by the company. Prior to joining CST Mr. Hall worked for Eaton and as Director of Software Development for Noregon Corporation to develop custom diagnostic, maintenance, and telematics solutions to support the fleet industry. He holds a master's degree in Mathematics from Virginia Tech University.



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## Attachment A

1. Please provide the total cost to complete the scope of services identified above including all travel and expenses. We are not seeking hourly rates, ranges or estimates. This must be the final absolute dollar amount to perform all services identified above.

COST: \$\_\_18,600.00

2. Does your company offer any fleet maintenance services, software, parts purchase, vehicle purchase or vehicle lease options?

Yes \_\_\_\_\_ No \_\_X\_\_

3. Is your company vendor neutral in relation to providing the services described in the Rowan County RFP "Writing an RFP for Fleet Management Services"?

Yes \_\_X\_\_ No \_\_\_\_\_

4. Does your company provide any solution to any matters involving our future endeavors regarding Fleet Management Services excluding consulting or contract review?

Yes \_\_\_\_\_ No \_\_X\_\_

5. Can your company begin work by August 1, 2021? This shall mean in person meeting with stakeholders on or before August 1, 2021?

Yes \_\_X\_\_ No \_\_\_\_\_

6. Can your company complete the RFP on or before September 1, 2021?

Yes \_\_X\_\_ No \_\_\_\_\_

COMPANY NAME: \_\_CST Fleet Services\_\_

PERSON FILLING OUT FORM: \_\_Ron Hall\_\_

SIGNATURE: 

DATE: \_\_7/6/2021\_\_

## ATTACHMENT B – KEY CST TEAM STAFF RÉSUMÉS

### Ron Hall, Consultant, CST Fleet Services

#### QUALIFICATIONS

##### *Accredited Institutions*

B.S. Computer Science, Mathematics, Virginia  
Polytechnic University, 1984

##### *Employment*

CST Fleet Services ( 2000 - present)  
Noregon Systems ( 1996 - 2000)  
Eaton Corporation ( 1984 - 1996)

#### EXPERIENCE

Mr. Hall is Co-Partner and President of CST Fleet Services. He is responsible with co-partner for day-to-day operations of corporation. He oversees all the services offered by the company, including;

- Municipal or Private Fleet Consultants and Fleet Consulting Services
- Emissions Level and Carbon Footprint Forecasting
- Fleet Manager's "What If...?" Modeling
- Fleet Consolidation
- Strategic Vehicle Parts Partnership
- Fuel Management
- Enterprise Fleet Management

As Director of Software Development for Noregon Corporation, Mr. Hall was responsible for a staff of 50 engineers. He established and maintained the technical direction for Noregon and personally managed major fleet accounts. Noregon developed custom diagnostic, maintenance, and telematics solutions to support the fleet industry. Activities included;

- Creating proposals for opportunities
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- Creating and managing a formal program plan, schedule, and budget for each project
- Creating and managing the requirements and technical direction for the project
- Tracking the progress to the project weekly for management, customer, and team
- Managing the software development cycle and technical direction of the projects
- Managing the integration of new systems into the customers current system infrastructure
- Negotiating the requirements with the customer, management, and team

Mr. Hall's responsibilities as lead engineer at Eaton Corporation. He spent half of his time managing the project with the fleet and half of the time as the principal engineer for the project. Projects included from diagnostic applications, on-board computers, braking system, transmission system and information analysis systems for the fleet industry. Activities included;

- Jointly defining goals and potential projects for short- and long-term
- Creating scope for new fleet projects
- Reviewing projects with fleets and getting approval
- Deploying and testing concepts
- Taking new fleet products to market
- Working with fleets to improve business practices using products and new technologies

## Danielle Hall, Analyst, CST Fleet Services

### QUALIFICATIONS

#### *Accredited Institutions*

B.S. Business Administration

University of North Carolina Greensboro, 2018

#### *Employment*

CST Fleet Services (2018 – Present)

### EXPERIENCE

Ms. Hall joined CST Fleet Services in 2018, bringing with her a strong set of analytical skills. Since joining with CST, she has worked on projects for;

- Nebraska DOT
- City of Orlando
- City of San Antonio
- Santa Clara, CA
- Long Beach, CA

Her primary focus with CST Fleet Services has been in performing data analysis and modeling of fleet data in the areas of right sizing, lifecycle analysis and resource planning. The data models she produces are used to analyze fleet and provide further knowledge into data. These models include;

- Capital Planning
- Right sizing
- KRSD (Keep, Replace, Share, Dispose)
- Asset Utilization
- Lifecycle Planning

In addition, she develops process and workflow diagrams that provide our customers with visual representations of both their current operations as well as recommended process changes. Ms. Hall is in the process of becoming a Certified Automotive Fleet Specialist through the NAFA Fleet Management program.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Valerie Steele, Director  
Transit/Airport  
**DATE:** 3/6/23  
**SUBJECT:** GRANT AGREEMENT: FFY2022 Rowan Transit 5310 ("Operating Grant")

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Section 16 of the Federal Transit Act, 49 U.S.C. § 5310, provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities. Rowan County has been designated as a sub-recipient for grant funding to be administered by the City of Concord (the designated recipient). The Grant Agreement between the Rowan County and the City of Concord, for FFY2022. The grant amount is up to \$104,000 plus 20% local cost share with a performance period from 8/1/2022 through 3/30/2028.

**Recommendation:**

Authorize the County Manager to sign the Section 5310 Grant Agreement with the City of Concord and accept the funding per the Agreement.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
FFY2022 5310 Grant Agreement	3/6/2023	Exhibit

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

SECTION 5310  
GRANT AGREEMENT  
NO. NC-2022-044-01

THIS AGREEMENT is made this the \_\_\_ day of \_\_\_\_\_ 2023 (herein “Effective Date”), by and between the CITY OF CONCORD (herein “City”), and Rowan County (herein “Subrecipient”) (collectively, the “Parties”) for a transit project for seniors and individuals with disabilities in the Concord Urbanized Area (“Concord UZA”). The parties acknowledge and agree that the Effective Date of this Agreement is August 1, 2022 and that all terms and conditions have been in force and effect from the Effective Date.

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. § 5310, provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities (“Section 5310”); and

WHEREAS, the Federal Transit Administration (the “FTA”) has designated the City of Concord as a grant recipient for capital and operating grants for Federal funds ; and

WHEREAS, the Governor of North Carolina designated the City of Concord, as the “designated recipient” of Section 5310 funds for the Concord UZA with the responsibility of evaluating and selecting Projects proposed by eligible subrecipients for Section 5310 funds; and

WHEREAS, the Parties desire to secure and utilize Section 5310 grant funds for operation of new or expanded transportation services to meet the special needs of seniors and individuals with disabilities.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

**AGREEMENT**

1. **Purpose.** The purpose of this Agreement is to provide the Subrecipient with operating assistance for the Section 5310 Project prepared, endorsed, approved, and transmitted by the Subrecipient to the City (the “Project”), and to state the terms, conditions, and mutual undertakings of the Parties as to the manner in which the Project will be undertaken and completed.

2. **Project Implementation.** Subrecipient agrees to carry out the Project as follows:

2.1 **Scope.** Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:

- a. Federal Transit Administration (“FTA”) Circular 5010.1D, “Grant Management Requirements”, dated August 27, 2012;
- b. FTA Circular 9045.1, “9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions”, dated May 1, 2007;
- c. FTA Circular 4710.1, “Americans with Disabilities Act Guidance”;
- d. FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”;

- e. FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”;
- f. FTA Circular 4704, “Equal Employment Opportunity Program Guidelines for Grant Recipients”;
- g. FTA Master Agreement, dated October 1, 2017;
- h. FTA Circular 4220.1F, “Third Party Contracting Guidance”, dated March 13 14, 2013;
- i. The State Management Plan for Federal and State Transportation Programs (“State Management Plan”);
- j. The Coordinated Transportation Plan for Cabarrus County; and
- k. Subrecipient’s Project Documents attached and incorporated herein as Exhibit A.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Subrecipient that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

**3. Definitions.** Unless otherwise defined herein, the following terms shall have the meaning set forth below:

- 3.1 City or Direct Recipient means the City of Concord.
- 3.2 Applicant, or Subrecipient means Rowan County.
- 3.3 DOT means the U.S. Department of Transportation
- 3.4 FTA means the Federal Transit Administration
- 3.5 Grant Funds means the FTA funds provided by the City for Subrecipient’s Section 5310 Project.
- 3.6 NCDOT means the North Carolina Department of Transportation.
- 3.7 OMB means the United States Office of Management and Budget.
- 3.8 Prior Approval means securing the City’s written permission prior to taking action or incurring a certain cost.

**4. Incorporation of Exhibits.** The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

Exhibit A: Subrecipient’s Project Documents

Exhibit B: Federal Certifications

Exhibit C Section 5310 Program Management Plan

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.



5. **Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein by reference (herein “Project”) except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.

- 5.1. **Agreement Modification.** In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5310 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

6. **Cost of Project.** The total cost of the Project approved by the City is set forth in the Subrecipient’s Project Documents, incorporated into this Agreement as Exhibit A.

- 6.1 **City Share.** The City shall provide, from Federal funds, Eighty Percent (80%) of the actual net operating costs of the Project (“City’s Share”), not to exceed one hundred four thousand dollars. (\$104,000.00).
- 6.2 **Subrecipient Share.** Subrecipient shall provide Twenty Percent (20%) of the actual net operating costs of the Project as defined in Subrecipient’s Project Documents and any amounts in excess of the City’s Total Share (“Subrecipient’s Share”). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient’s Project Documents. Non-cash contributions to Subrecipient’s Share, such as donations, volunteer services, or in-kind contributions, may only be counted if the contribution is for an eligible cost under the Section 5310 program and it was included in the Subrecipient’s In-Kind Valuation Plan approved by the City. The value of in-kind contributions must be documented and supported. The net cost is the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the actual cost.

7. **Grant Disbursements.** Each month Subrecipient shall submit an invoice to the City as part of its required Reimbursement Request detailing all direct and indirect costs (if previously approved) incurred pursuant to this Agreement, as further detailed in Exhibit A.

- 7.1. Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.
- 7.2. All reimbursable expenses submitted by Subrecipient must comply with the City’s requirements; the OMB’s “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200 and the U.S. DOT’s implementing regulations, 2 CFR Part 1201; and Part 30 of the Federal Acquisition Regulations (FAR).

- 7.3. The City shall disburse the City's Share within thirty (30) days of each valid Reimbursement Request and Quarterly Progress Report and Quarterly Financial Status Report for each quarter submitted by Subrecipient until it has disbursed the entire City Share of the Project Costs. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
- 7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
- 7.5. Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.
8. **Period of Performance.** This Agreement shall commence upon the date of execution, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from **August 1, 2022 through March 30, 2028.** Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.
9. **Accounts and Records.**
- 9.1. **Establishment and Maintenance of Accounting Records.** Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
- 9.2. **Documentation of Project Costs.** All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established by the OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201.
- 9.3. **Allowable Costs.** Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
- Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
  - Necessary in order to accomplish the Project;
  - Reasonable in amount for the goods or services purchased;
  - Actual net costs to Subrecipient (i.e., the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the cost actually incurred);
  - Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;

- f. Made in conformance with the federal cost principles set forth in OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201;
  - g. Satisfactorily documented; and
  - h. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.
- 10. **Reports.** Subrecipient shall advise the City regarding the progress of the Project at such time and in such manner as provided in Exhibit C, "Section 5310 Program Management Plan", attached and incorporated hereto. Subrecipient shall report on a monthly, quarterly, and annual basis ridership and other data in the form as requested by the City, including an invoice for reimbursement of eligible costs. Subrecipient shall collect and submit to the City, at such time as the City requires, financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the City. In addition, Subrecipient shall furnish the City with a copy of an independent annual audit following completion of the Project.
- 11. **Equipment.** Equipment purchased for the Project shall only be used for passenger transportation services as approved in Subrecipient's Project Documents, attached as Exhibit A. Subrecipient understands and agrees that the FTA retains an interest in any Project equipment for that equipment's useful life or until it purchases the federal interest, whichever occurs first. Subrecipient shall only use Project equipment purchased with Grant Funds for public transportation services as approved by the City even if federal funding of the Project is discontinued. Subrecipient shall not transfer ownership of any Project equipment without prior written approval from the City and the FTA, if required.
  - 11.1 Equipment's Useful Life. Subrecipient may purchase the federal interest of Project equipment any time prior to the expiration of the equipment's useful life. The federal interest is the federal percentage share of the equipment's current fair market value as determined by an independent appraisal of the equipment.
  - 11.2 Vehicles. Subrecipient understands and agrees that the FTA retains an interest in any vehicles purchased for the Project. That interest continues for the useful life of the vehicle or until Subrecipient purchases the FTA's interest, whichever occurs first. Subrecipient understands and agrees that, in order to protect the FTA's interest, the City shall retain the title for any vehicles purchased for the Project.
  - 11.3 Vehicle Use. Subrecipient understands and agrees that any vehicles purchased with Grant Funds are expected to attain a minimum of 100 passenger service miles per week, per vehicle or 100 one-way passenger trips per week per vehicle.
  - 11.4 Replacement Vehicles. If an accident occurs that removes a vehicle from further operations prior to the end of its useful life, the City shall receive the insurance proceeds. If Subrecipient purchases a replacement vehicle of a similar type and of equal or greater value than the one damaged, the City shall forward the insurance proceeds to Subrecipient once Subrecipient provides evidence of its purchase. If Subrecipient does not purchase a replacement vehicle, the City shall retain the federal percentage share of the insurance proceeds and provide Subrecipient with the local percentage share of the insurance proceeds.

11.4 Maintenance. Subrecipient shall follow the maintenance requirements for vehicles as provided in CATS Facility Maintenance Plan and Bus Fleet Management Plan (combined the “FMP”) for preventative maintenance, vehicle servicing, and vehicle replacement. Subrecipient shall make these records as well as its vehicles available for inspection during the City’s site visits.

11.5. Database. Subrecipient shall maintain a database of vehicle inventory records that shall include but not be limited to the vehicle year, make, and model; date accepted; included equipment; location; inspection, mileage and condition; funding used for the purchase; and maintenance information.

**12. Audit and Inspection.** Subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project.

Subrecipient shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA.

**13. Representations and Warranties of Subrecipient.** Subrecipient represents and covenants that:

13.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.

13.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A and B.

13.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.

13.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.

13.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.

13.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient’s Share of the Project Costs, as described in Section 6.

**14. Termination of Agreement.**

14.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment

provisions of this Agreement for services rendered and costs incurred before the effective date of termination.

- 14.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5310 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
- 14.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 14.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.
- 14.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
- 14.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 14.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.
- 15. Relationship of the Parties.** The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

**16. Indemnification.**

- 16.1 To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “charges” (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient’s failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).
- 16.2 This Section 16 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).
- 16.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City’s negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

## **17. Insurance.**

### **17.1 General Requirements.**

- a. Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this **Section 17**, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- b. All insurance policies required by **Section 17.2** shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner’s Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by **Section 17.2**.
- c. Subrecipient’s insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient’s operations under this Contract. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in **Section 16**).
- d. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall

be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.

- e. Within three (3) days after execution of this Contract, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this **Section 17** have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Contract, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Contract.
  - f. Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
  - g. If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 17**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 17.2 Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
- a. **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
  - b. **Commercial General Liability.** Bodily injury and property damage liability shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
  - c. **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

d. **Umbrella.** Umbrella insurance should be no less than \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, \$2,000,000 per occurrence.

e. **Professional Liability.** Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Subrecipient under this Agreement and on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

Non-Hazardous Activities: \$1,000,000 per claim/\$1,000,000 annual aggregate.

Hazardous Activities:

For contracts less than \$100,000: \$2,000,000 per claim/\$2,000,000 annual aggregate.

For contracts over \$100,000: \$5,000,000 per claim/\$5,000,000 annual aggregate

**18. Drug-Free Workplace.** The City is a drug-free workplace employer. The Concord City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 18.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 18.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 18.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 18.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 18.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 18.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

**19. Civil Rights.** As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with all civil rights laws and implementing regulations including, but not limited to, the following:



- a. Nondiscrimination in Federal Public Transportation Programs. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Title VI of the Civil Rights Act. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations.
- c. Equal Employment Opportunity. The Subrecipient agrees to comply, and assures the compliance of each third party Subrecipient at any tier of the Project and each sub-recipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Subrecipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. E-Verify Compliance. The Subrecipient agrees that if it enters into any subcontracts in order to perform any of its obligations under this contract, will require that the contractors and its subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64.
- e. Disadvantaged Business Enterprises. The Subrecipient agrees to promote the use of small and disadvantaged business enterprise contractors.
  - (1) Policy. It is the policy of the CITY that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.
  - (2) Goals. Even though specific DBE goals are not established for this project, the CITY encourages the Subrecipient to have participation from DBE contractors and/or suppliers.

- (3) Listing of DBE Subcontractors. The Subrecipient shall submit a listing of all known DBE subcontractors that will participate in the performance of this Project.
  - (4) DBE Certification. Only contractors identified as DBE certified through NCDOT's Unified Certification Program (UCP) shall be listed and counted for DBE participation.
  - (5) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels, the Subrecipient shall provide the CITY with an accounting of said payments.
  - (6) Replacement of Subcontractors. Subrecipient shall not replace a DBE subcontractor without prior approval of the CITY. CONTRACTOR agrees to make a good faith effort to replace any DBE subcontractor with another DBE subcontractor.
- f. Access for Individuals with Disabilities. The Subrecipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the CITY determines otherwise in writing.
- g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the CITY determines otherwise in writing, the Subrecipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.
- h. Environmental Justice. The Subrecipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the CITY determines otherwise in writing.

- i. Other Nondiscrimination Laws. The Subrecipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

**20. Notices and Principal Contacts.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient:

Valerie Steele  
2726 Old Concord Rd  
Salisbury, NC 28146  
Phone: (704)216-8889  
E-mail:  
[Valerie.Steele@rowancountync.gov](mailto:Valerie.Steele@rowancountync.gov)

For the City:

Jessica Jones  
35 Cabarrus Ave West  
PO Box 308  
Concord, NC 28026-308  
Phone: (704) 920-5222  
Fax: (704) 920-5231  
E-mail: [jonesj@concordnc.gov](mailto:jonesj@concordnc.gov)

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):

For Subrecipient:

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For the City:

Valerie Kolczynski  
City Attorney's Office  
35 Cabarrus Ave West  
PO Box 308  
Concord, NC 28226  
Phone: (704) 920-5118  
E-mail: [kolczynv@concordnc.gov](mailto:kolczynv@concordnc.gov)

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

**21. Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Cabarrus County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Cabarrus County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

**22. Breaches and Dispute Resolution.**

22.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.

22.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

22.3 Subcontract Inclusion. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

22.4 Parties at Issue and Required Notice.

(a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.

(b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.

(c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which

the City is not a party, except for the selection of a mediator as set forth in Subsection 18.6.1 below.

- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

22.5 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

22.6 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Subsection 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

23. No Liability for Special or Consequential Damages. The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.

24. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any

provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

**25. No Publicity.** No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.

**26. Approvals.** All approvals or consents required under this Agreement must be in writing.

**27. Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.

**28. Survival of Provisions.** All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:

Section 7.5	“Employment Taxes and Employee Benefits”
Section 11	“Equipment”
Section 13	“Representations and Warranties of Subrecipient”
Section 14	“Termination of Agreement”
Section 16	“Indemnification”
Section 17	“Insurance
Section 20	“Notices and Principal Contacts”

**29. Familiarity and Compliance with Laws and Ordinances.** Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.

**30. Conflict of Interest and Code of Conduct.** Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

**31. Construction of Terms.** Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

**32. Federal Clauses.** The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration (“FTA”) Master Agreement, as amended (the “Master Agreement”), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

32.1 Energy Conservation. Subrecipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et. seq.* This requirement extends to all third party contractors and their contracts at every tier.

32.2 Clean Water.

(a) Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

32.3 Clean Air. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 32.4 Recovered Materials. Subrecipient agrees to comply with all the requirements of section 6002 of the Resource conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 32.5 Charter Bus Operations. Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.
- 32.6 School Bus Operations. Pursuant to 49 U.S.C. § 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 32.7 Lobbying. Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601, *et seq.*, Subrecipient shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." This requirement extends to all third-party contractors and their contracts at every tier. Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient's Project Documents in Exhibit A.
- 32.8 Access to Records and Reports. Subrecipient agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Subrecipient agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Subrecipient agrees to maintain same until the City, the FTA Administrator, the Comptroller General or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims



or exceptions related thereto.

32.9 Federal Changes. Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

32.10 No Government Obligation to Third Parties. The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5310 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5310 grant.

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

32.11 Program Fraud and False or Fraudulent Statements or Related Acts.

(a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

(b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.

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

32.12 Disputes, Breaches, Defaults, or Other Litigation.

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

- (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
- (i) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
  - (ii) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
  - (iii) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.
- (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.
- (d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

- 32.13 Government-Wide Debarment and Suspension (Nonprocurement). This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Subrecipient is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in which it enters. Upon execution of this Agreement, Subrecipient certifies as follows:

“The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

- 32.14 Civil Rights Requirements. The following requirements apply to this Agreement:

- (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
  - (i) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

- (ii) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (iii) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- 32.15 Disadvantaged Business Enterprises. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate. Subrecipient agrees to include the assurance in this paragraph in any agreement it signs with a subcontractor for the Project.
- 32.16 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:
- (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
  - (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
  - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
  - (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
  - (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
  - (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32.17 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

**CITY OF CONCORD**

**ROWAN COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Lloyd Wm. Payne, Jr.

Print Name: Aaron Church

Title: City Manager

Title: County Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
City of Concord Finance Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Rowan County Finance Director

\_\_\_\_\_  
Date

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Shane Stewart  
**DATE:** March 8, 2023  
**SUBJECT:** Schedule Public Hearing for Z 01-23 (Rockwell ETJ Release) for April 17, 2023

The Rockwell Town Board has scheduled a public hearing for March 13, 2023 to consider the Rockwell Planning Board's recommendation to release jurisdiction to the county. Released areas are either all or a portion of property generally lying on the eastern side of Troxler, Sides, and Johnson Dairy Roads noted below. Resulting jurisdiction boundaries would run concurrent with these roads in keeping with NCGS 160D-202(e) which specifies "Boundaries shall be defined, to the extent feasible, in terms of geographical features identifiable on the ground. Boundaries may follow parcel ownership boundaries." In anticipation of this release and to ensure zoning placement prior to the sixty (60) day extension limit on May 12<sup>th</sup>, Planning Staff propose the following zoning:

Parcel ID	Property Owner	Apx. AC	Rockwell Zoning	Proposed County Zoning	Improvements within Rezoning Area
635-005	Jeremy Foster	7.11	RA	RA	None
635-159	Timothy Monroe	1.04	RA	RA	None
635-011	William & Ann Furr	6.48	RA	RA	Farm buildings
635-012	William & Ann Furr	11.29	RA	RA	None
635-123	Robert Burton	3.37	RA	RA	SFD and storage buildings
635-023	Scott & Angela Barringer	2.84	RA	RA	SFD and storage buildings
635-143	Chad & Teresa Rabon	0.74	RA	RA	SFD and storage buildings
366-040	James & Nadine Propost	1.5	RA	RA	Double-wide manufactured home and storage buildings
366-106	E.M. & Frances Goodman	0.51	RA	RA	Single-wide manufactured home
366-107	E.M. & Frances Goodman	0.78	RA	RA	Single-wide manufactured home and storage building
366-034	Guy & Paula Johnson	3.5	RA	RA	None
366-114	Guy & Jean Johnson	0.1	RA	RA	None
370-106	Charles Jones	2.08	RA	RA	SFD
370-107	Charles Jones	0.72	RA	RA	Concrete pad (former storage building possibly for business)
370-070	Brent Kelly	1.96	RA	NB	Two three bay garage; former auto repair.
370-075	Brent Kelly	1.78	RA	NB	Gold Hill Family Medical
370-065	Robbins Real Estate Inc	7.28	RA	IND / RA	Gold Hill Wood Products c/o Robbins Wood Preserver

No one spoke during the Planning Board courtesy hearing.

Schedule public hearing for April 17, 2023

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	3/8/2023	Exhibit
GIS Map - Troxler Road	3/8/2023	Exhibit
GIS Map - Sides Road	3/8/2023	Exhibit
GIS Map - Johnson Dairy Road	3/8/2023	Exhibit
Public Hearing Notice - Rockwell Board of Alderman	3/8/2023	Exhibit





## REZONING PETITION Z 01-23: ROCKWELL ETJ RELEASE

**Request:** Designate county zoning on property anticipated for release from Rockwell ETJ

**Parcel IDs:** All or part of 17 parcels

**Locations:** East side of Troxler, Sides, and Johnson Dairy Roads

**Lot size:** Approximately 53 acres

**Owners:** See enclosed

**Applicant:** Rowan County

**Watershed:** N/A

**Floodplain:** East side of 11500 Block of US 52

**Existing Improvements:**  
See enclosed

### BACKGROUND

Prior to the adoption of countywide zoning in 1998, Rowan County municipalities, with the exception of the Town of Landis, previously established areas of Extra Territorial Jurisdiction (ETJ) whereby municipal development ordinances (e.g. zoning, subdivision) were applied to property beyond their corporate limits. North Carolina General Statutes grant authority (NCGS 160D-202) for municipalities to establish an ETJ in areas the county does not regulate both zoning and subdivision at distances between one (1) and three (3) miles based on municipal population. After countywide zoning was established, any request to extend an ETJ must be approved by the County Commissioners.

Municipalities may choose to relinquish all or a portion of their ETJ area to the county per NCGS 160D-202(h). With this process, municipal development regulations remain valid until: 1. The county adopts such development regulation (i.e. zone the property) or 2. A period of sixty (60) days has elapsed following action to relinquish, whichever is sooner. This has occurred four (4) times since 1998:

1. Salisbury – 1999: Significant acreage on north, west, and eastern portions of their two (2) mile ETJ;
2. Salisbury – 2003: Areas between I-85 / Julian / Heilig Road;
3. Spencer – 2020: Split jurisdiction parcel at Long Ferry / Front Creek Roads;
4. Salisbury – 2022: Mid-Carolinas Regional Airport property.

### REQUEST

The Rockwell Town Board has scheduled a public hearing for March 13, 2023 to consider the Rockwell Planning Board's recommendation to release jurisdiction to the county. Released areas are either all or a portion of property generally lying on the eastern side of Troxler, Sides, and Johnson Dairy Roads noted below. Resulting jurisdiction boundaries would run concurrent with these roads in keeping with NCGS 160D-202(e) which specifies *"Boundaries shall be defined, to the extent feasible, in terms of geographical features identifiable on the ground. Boundaries may follow parcel ownership boundaries."* In anticipation of this

release and to ensure zoning placement prior to the sixty (60) day extension limit on May 12<sup>th</sup>, Planning Staff propose the following zoning (also see enclosed maps):

Parcel ID	Property Owner	Apx. AC	Rockwell Zoning	Proposed County Zoning	Improvements within Rezoning Area
635-005	Jeremy Foster	7.11	RA	RA	None
635-159	Timothy Monroe	1.04	RA	RA	None
635-011	William & Ann Furr	6.48	RA	RA	Farm buildings
635-012	William & Ann Furr	11.29	RA	RA	None
635-123	Robert Burton	3.37	RA	RA	SFD and storage buildings
635-023	Scott & Angela Barringer	2.84	RA	RA	SFD and storage buildings
635-143	Chad & Teresa Rabon	0.74	RA	RA	SFD and storage buildings
366-040	James & Nadine Propost	1.5	RA	RA	Double-wide manufactured home and storage buildings
366-106	E.M. & Frances Goodman	0.51	RA	RA	Single-wide manufactured home
366-107	E.M. & Frances Goodman	0.78	RA	RA	Single-wide manufactured home and storage building
366-034	Guy & Paula Johnson	3.5	RA	RA	None
366-114	Guy & Jean Johnson	0.1	RA	RA	None
370-106	Charles Jones	2.08	RA	RA	SFD
370-107	Charles Jones	0.72	RA	RA	Concrete pad (former storage building possibly for business)
370-070	Brent Kelly	1.96	RA	NB	Two three bay garage; former auto repair.
370-075	Brent Kelly	1.78	RA	NB	Gold Hill Family Medical
370-065	Robbins Real Estate Inc	7.28	RA	IND / RA	Gold Hill Wood Products c/o Robbins Wood Preserver

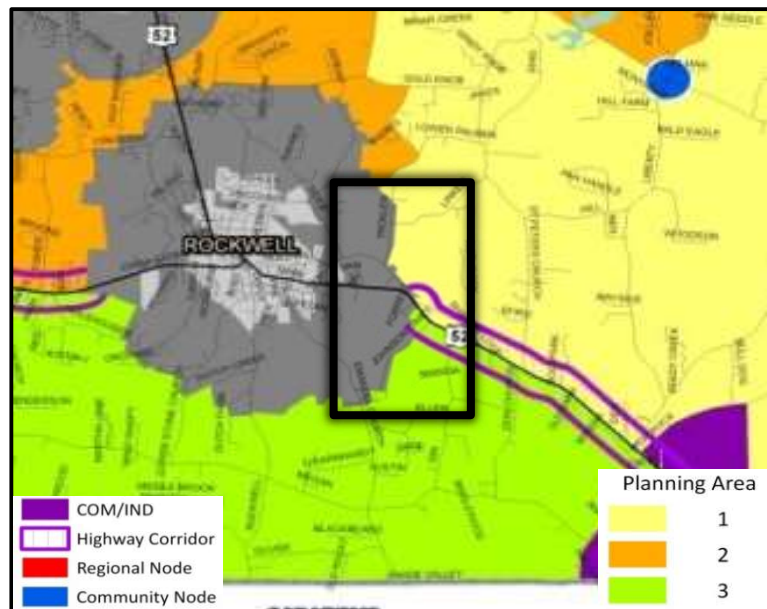
**CONFORMITY WITH ADOPTED PLANS / POLICIES**

East Area LUP

- Located adjacent to Areas 1 & 3 and portion of Highway Corridor for US 52.

- All RA designations would be consistent with the LUP. Property within the corridor is a residential area with significant areas of floodplain.

- Proposed NB designation does not meet the typical “rural business” guidance. However, plan guidance for Area 3 include, *“Proposals for expansion of existing businesses that minimize conflict with surrounding residential uses and historic properties through design standards or impact mitigation techniques are encouraged in the Planning Area”*, which could be referenced. See below district discussion.



- Area 3 references “Timber and wood related businesses have traditionally operated in this area as well.”

**CONSISTENCY WITH  
THE DISTRICTS  
PURPOSE / INTENT**

**Rural Agricultural (RA)** – *This district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of non-residential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other non-residential uses deemed appropriate through a special use permit process. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed non-residential uses. The most intensive land uses would not be allowed in this district.*

Proposed RA areas include a mixture of farmland and farm buildings; single family dwellings; manufactured homes; and vacant property.

**Neighborhood Business (NB)** – *This district is primarily designed to provide rural business opportunities typically in the form of small retail, service, office, and light manufacturing uses to serve the community’s existing and future needs for goods, services, and employment opportunities. Standards within the district are intended to promote context sensitive development appropriately scaled and organized in a manner that would not be detrimental to the surrounding area. Development within this district would contain impacts inherently more intensive than those associated with uses permitted with special requirements in the RA district but significantly less than those in CBI zoned areas. The NB district is generally appropriate in areas identified by an adopted land use plan for rural businesses located on identified minor and major thoroughfares and within community nodes. However, additional consideration may be necessary as some thoroughfare segments would not be conducive to NB designation due to surrounding land use and /or potential negative impacts such as traffic, noise, and visual impacts. Generally, the NB district shall be two (2) acres or larger. However a lot of record, smaller than two (2) acres may be considered for rezoning to NB if the owner of the lot does not own adjacent property which may be included in the rezoning request.*

While Johnson Dairy Road is not a major thoroughfare, the NB district may also be conducive in other areas based on the purpose and intent section. Gold Hill Family Medical, located at 201 Johnson Dairy Road, is a 2,300 sf modular doctor’s office was permitted in 2013 as a use by right in Rockwell’s RA zoning district. Adjacent property at 225 Johnson Dairy Road contains a three bay garage constructed in 1992 and operated as “Big O’s garage” per tax assessor records. It

appears the garage business has not been in operation for at least the past ten (10) years. Currently, the property contains two (2) buildings totaling approximately 5,700 sf (based on GIS) and parking for two (2) transfer truck / trailer. According to the Rockwell Zoning Ordinance, automotive repair is permitted in the RA district subject to a special use permit. Collectively, these two (2) parcels total three (3) acres, which satisfy the NB acreage designation standard.

**Industrial (IND)** – *This district is intended to provide for industrial activities involving extraction, manufacturing, processing, assembling, storage, and distribution of products. The district is also designed to accommodate other, more intense non-residential uses which generate adverse side effects such as noise, odor or dust. The IND district is generally appropriate in areas identified by an adopted land use plan for industrial corridors, potential development nodes, locations accessible to rail lines and utility infrastructure, and existing industrial areas. These corridors represent significant public and private investment, which should be identified to foster tax base growth and employment opportunities for the citizens. The IND district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.*

Robbins Wood Preserving is a wholesaler of wood products located at 175 Old Mail Road that was established in 1987, according to tax records. The proposed IND area contain several buildings totaling approximately 28,000 sf with most of the remaining area used for product storage on a gravel base. Staff would assume this property would have been zoned IND in 1998 to match the remaining acreage were it not within Rockwell's ETJ.

#### COMPATIBILITY OF USES

Since this is not a comparison between current county zone and proposed county zone, this section is more about applying the most appropriate general zoning district.

#### CONDITIONS IN THE VICINITY

#### See Enclosed Maps –

##### Troxler Road Area

- Large acre tracts in present use value program; small number of residences.
- Adjacent Utility Scale solar facility at 2939 Sides Rd.

##### Sides Road Area

- Section exclusively consisting of residences along both sides of the road. Wooded / field area behind the rezoning section to the northeast.
- Dutch Second Creek and associated floodplain area between Sides and Shipton Loop Roads.

##### Johnson Dairy Road Area

- Residential uses
- Garage, formerly used as automotive repair, and transfer truck parking at 225 Johnson Dairy Rd.
- Medical office at 201 Johnson Dairy Rd.
- Wood related facility wholesaler (Robbins) at 175 Old Mail Rd.
- Dunn Rovin manufactured home park zoned MHP containing 27 spaces.
- Mini-warehouse at 114 Johnson Dairy Rd. on a 4.6 acre CBI-CD zoned area established in 1999 located 1/3 mile north.

#### POTENTIAL IMPACT ON ROADS

- All three (3) roads are classified as local roads.
- NCDOT have not collected traffic counts on any of the roads.
- This request should have minimal impact on roads.
- Sides Road is identified as a potential segment for the US 52 bypass portion of the roadway project.

#### POTENTIAL IMPACT ON SCHOOLS

None.

#### POTENTIAL IMPACT ON UTILITIES

None.

#### DECISION MAKING

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

#### PROCEDURES

The Board of Commissioners must develop a statement addressing consistency and reasonableness, which describe whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest.

#### FEBRUARY 27<sup>TH</sup> PLANNING BOARD MEETING

No citizen comments were given at the meeting. The Planning Board voted unanimously (5-0) to approve the request as presented based on the following statement:

- 1. At the time of adoption of the East Rowan Land Use plan, the parcels in question were part of the Rockwell ETJ;**

2. Based on a comparison of uses between Rowan and Rockwell, the zoning uses are consistent;
3. The boundaries would run concurrent with state roads per NCGS 160D-202(e) and the process and evaluation is consistent with the counties obligation under NCGS 160D-202(h).

**STAFF COMMENTS**

Establishing ETJ boundaries along roads and waterways greatly reduces ambiguity for local governments and property owners in discerning jurisdiction lines. Staff is of the opinion the RA and IND zoned areas would have been zoned as such during the 1998 countywide rezoning process where these areas not within Rockwell's ETJ. While existing property improvements should not always dictate the underlying zoning district, the proposed NB area contain a local medical office and former automotive garage constructed over 30 years ago. Both uses are permitted (by right or special use) in Rockwell's RA district but would require NB to retain conformity by county zoning. Alternatively, establishing RA zoning for these two (2) tracts would render the uses non-conforming and prohibit any expansions or change of use without a rezoning or special use permit per section 21-135.



Z 01-23



PLANNING

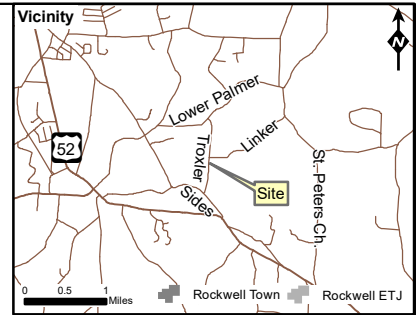
**County Zoning**

RA	CBI CD
MHP	IND
Proposed RA	Proposed NB

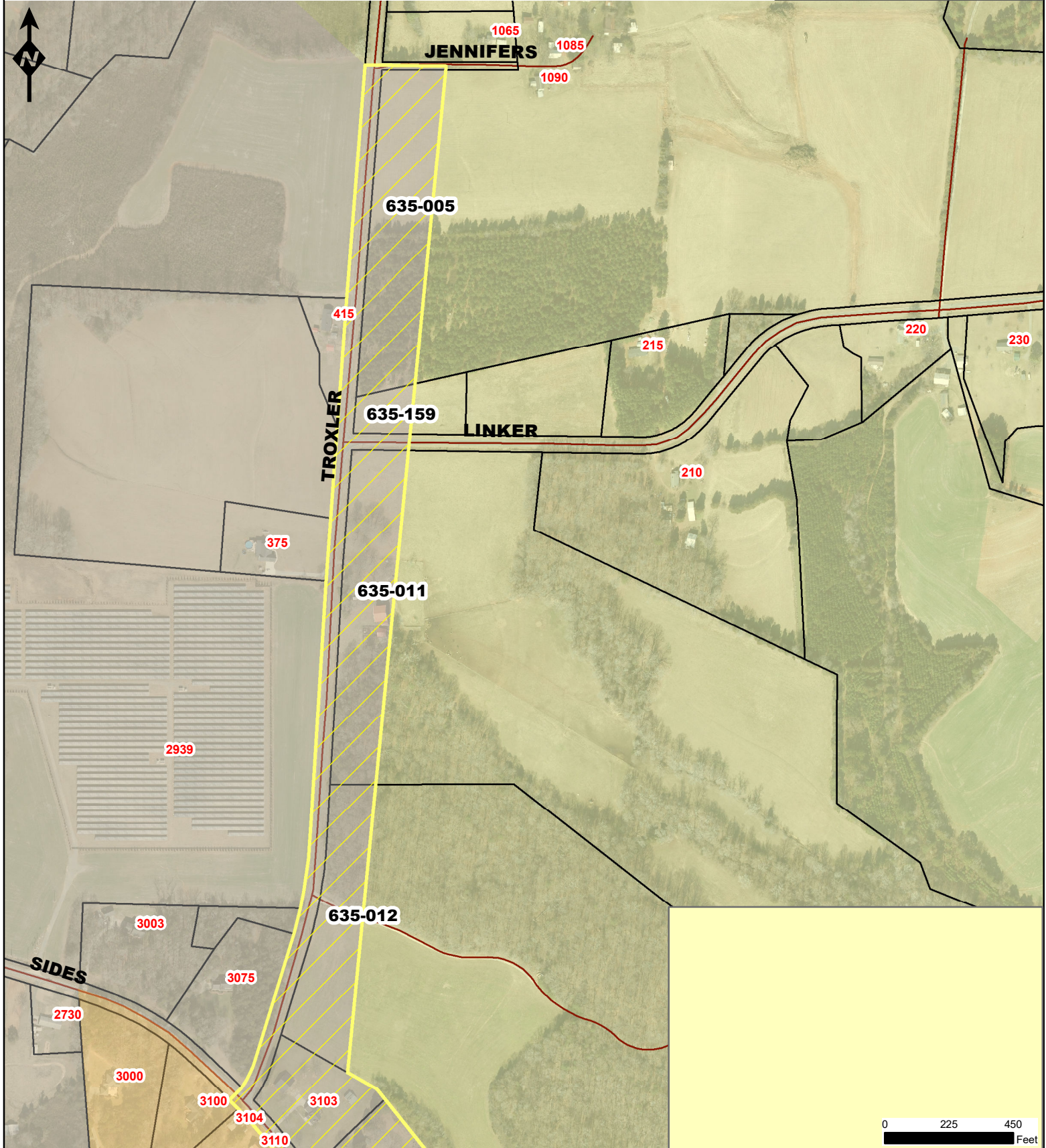
**Rockwell Zoning**

R-1	RA
Proposed R-1	Proposed IND

- Parcels
- Roads
- 350 Address
- 370-106 Parcel IDs
- Feb / Mar 22 Aerials



Prepared by: Rowan County Planning & Development, 2/9/23





**Z 01-23**



## LEGEND

**County Zoning**




- RA
- MHP
- CBI CD
- IND

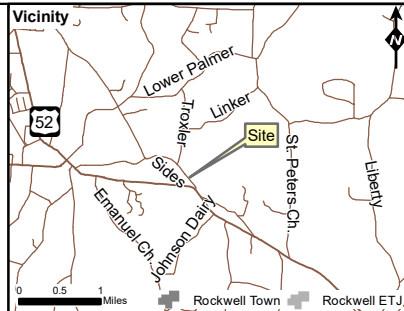
**Rockwell Zoning**

- R-1
- RA

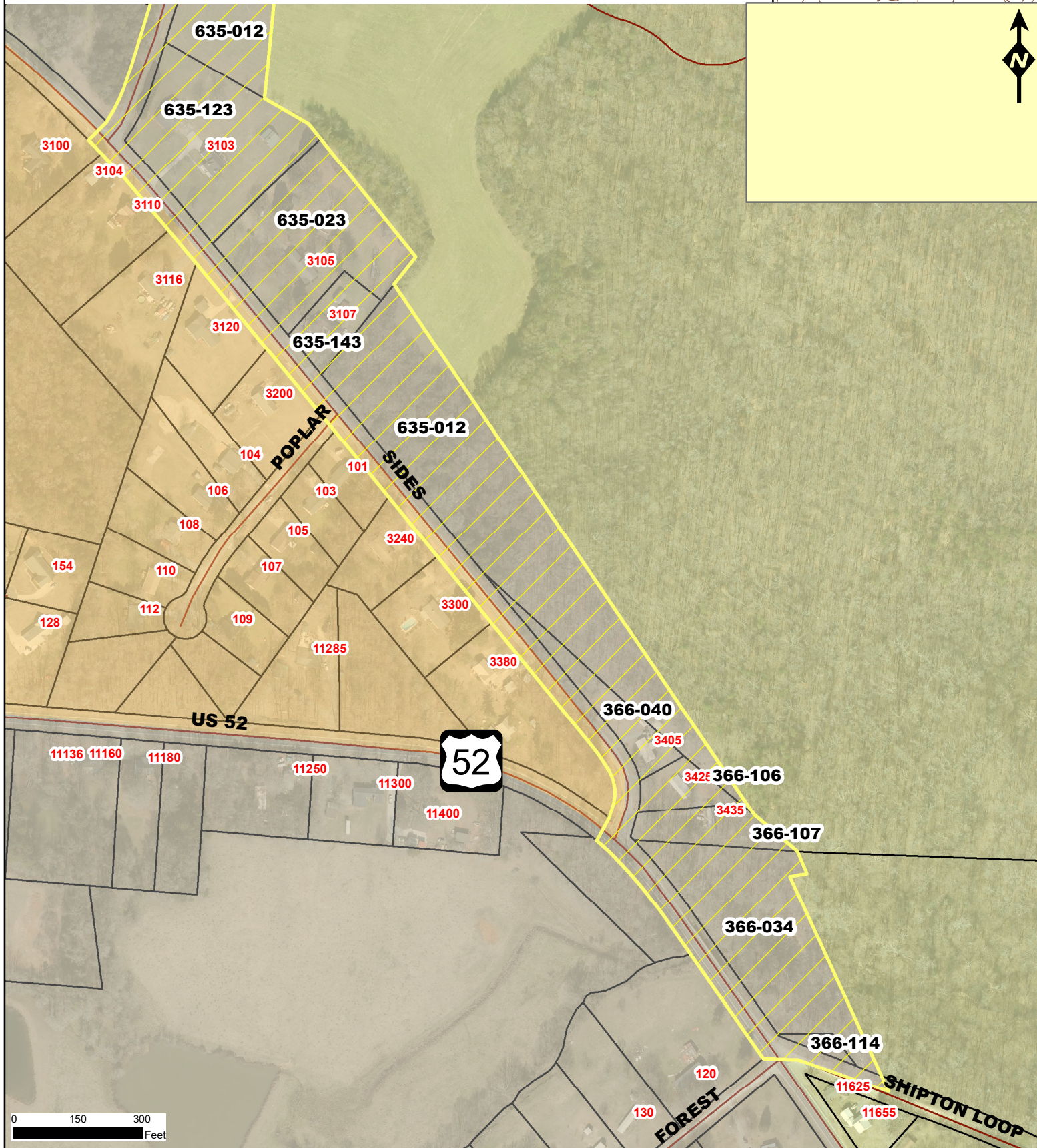
**Proposed Changes Legend:**

- Proposed RA
- Proposed NB
- Proposed IND

 Parcels  
 Roads  
 Address  
**70-106** Parcel IDs  
 Feb / Mar 22 Aerials



Prepared by: Rowan County Planning & Development, 2/9/23





Z 01-23



DZMGMF

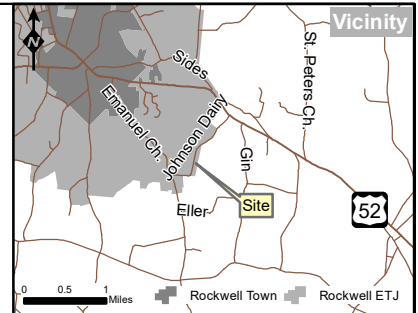
**County Zoning**

RA	CBI CD
MHP	IND
Proposed RA	Proposed NB

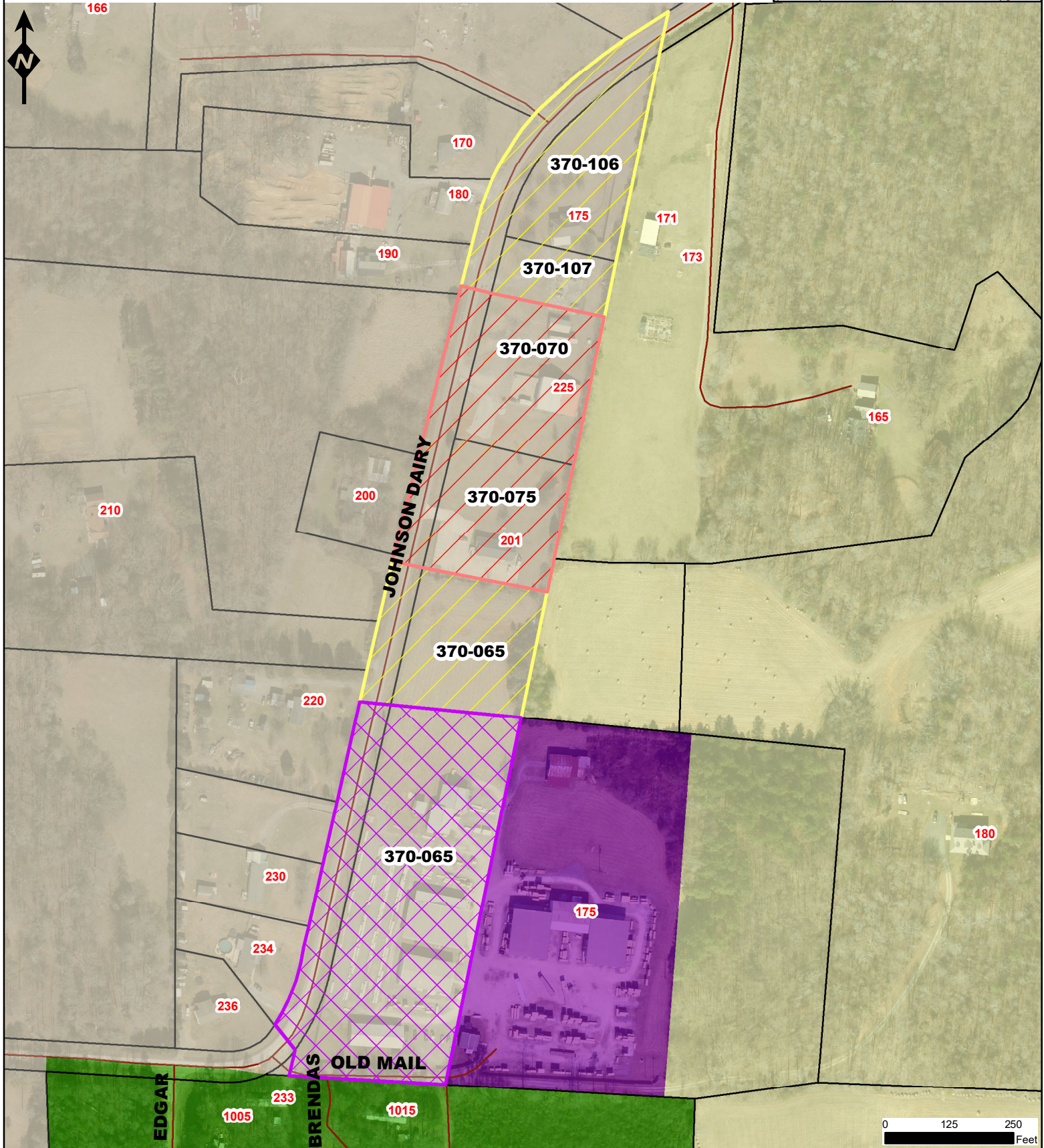
**Rockwell Zoning**

R-1	RA
Proposed RA	Proposed IND

- Parcels
- Roads
- 350 Address
- 370-106 Parcel IDs
- Feb / Mar 22 Aerials



Prepared by: Rowan County Planning & Development, 2/9/23





**Town of Rockwell**  
**PO Box 506**  
**Rockwell, NC 28138**  
**Phone 704-279-2180 Fax 704-279-0454**

**TOWN OF ROCKWELL**  
**NOTICE OF PUBLIC HEARING**

The public will take notice that the Board of Aldermen of the Town of Rockwell will hold a public hearing at 6:00 p.m. on Monday, March 13, 2023, at the Rockwell Town Hall, 202 E. Main Street Rockwell to review and gather comments for or against on:

A voluntary proposal by the Town of Rockwell to relinquish portions of the Town's Extra Territorial Jurisdiction (ETJ) back to the land development regulations of Rowan County.

The public is invited to comments for or against this request. Additional information including a list and map of the tax parcels to be relinquished is available at the Town Hall, Monday-Friday 8am – 5pm.

Marlene E. Dunn  
Town Clerk/Treasurer

PLEASE RUN ON:

Thursday – March 2, 2023  
And  
Thursday – March 9, 2023



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Shane Stewart  
**DATE:** March 8, 2023  
**SUBJECT:** Schedule Quasi-judicial Hearing for SUP 01-23: Millbridge Speedway for April 17, 2023

---

Property owner Jeremy Burnette is requesting a special use permit subject to Section 21-135(c) of the Zoning Ordinance to bring an approximate 750 sf structure and a 1,500 sf spectator bleacher in compliance at Millbridge Speedway located at 6670 Mooresville Road (Parcel ID 768-021) [see enclosed maps]. While the property is zoned Rural Agricultural (RA) – a district that does not permit racetracks, the racetrack is considered a legal non-conforming use since it predates countywide zoning effective on February 16, 1998 allowing track operations to continue within the non-conforming limits of Article IV of the Zoning Ordinance. Section 21-135(c) of the ordinance provide a provision for the Board of Commissioners to evaluate “extension, enlargement, or replacement of a non-conforming use” without requiring a rezoning.

Schedule quasi-judicial hearing for April 17, 2023

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	3/8/2023	Exhibit
Site plan and related info	3/8/2023	Exhibit
Supplemental Site Plans	3/8/2023	Exhibit
Response to findings and evaluation criteria	3/8/2023	Exhibit
Application	3/8/2023	Exhibit



## **SUP 01-23: Jeremy Burnett**

**Request:** Bring existing structure and spectator bleachers into compliance

**Parcel ID:** 768-021

**Location:** 6670 Mooresville Rd.

**Acreage:** Apx. 14.52 AC

**Zoning:** RA

**Floodplain:** N/A

**Watershed:** WSII BW Back Creek / Sloans Creek

**Owner / Applicant:** Jeremy Burnett

**Existing Use:** Millbridge Speedway (non-conforming racetrack) and owners residence

### **SUP REQUEST**

Property owner Jeremy Burnette is requesting a special use permit subject to Section 21-135(c) of the Zoning Ordinance to bring an approximate 750 sf structure and a 1,500 sf spectator bleacher in compliance at Millbridge Speedway located at 6670 Mooresville Road (Parcel ID 768-021) [see enclosed maps]. While the property is zoned Rural Agricultural (RA) – a district that does not permit racetracks, the racetrack is considered a legal non-conforming use since it predates countywide zoning effective on February 16, 1998 allowing track operations to continue within the non-conforming limits of Article IV of the Zoning Ordinance. Section 21-135(c) of the ordinance provide a provision for the Board of Commissioners to evaluate “extension, enlargement, or replacement of a non-conforming use” without requiring a rezoning.

### **SPECIAL USE**

#### **REQUIREMENTS:**

#### **SEC. 21-135(c)**

Any other non-conforming use may be extended, enlarged, or replaced only upon the issuance of a special use permit, subject to procedures established for quasi-judicial hearings, if the county Board of Commissioners finds that, in completing the extension, enlargement, or replacement work [see enclosed applicant response]:

1. There is no increase in the operational area existing on the effective date of this ordinance.
2. There is no greater non-conformity with respect to dimensional restrictions such as setback requirements, height limitations, or density requirements or other requirements such as parking, loading and landscaping requirements.

3. **There is no significant adverse impact on surrounding properties or the public health or safety including but not limited to no increase in the level of noise, dust, odor, glare, or other nuisances.**

**EVALUATION CRITERIA:  
SEC. 21-59**

In addition to meeting the above standards, the applicant must illustrate they are able to comply with the following criteria [see enclosed responses]:

1. Adequate transportation access to the site exists.
2. The use will not significantly detract from the character of the surrounding area.
3. Hazardous safety conditions will not result.
4. The use will not generate significant noise, odor, glare, or dust.
5. Excessive traffic or parking problems will not result.
6. Use will not create significant visual impacts for adjoining properties or passersby.

**STAFF COMMENTS**

Staff will provide an evaluation prior to the scheduled hearing. Schedule quasi-judicial hearing for April 17, 2023.



# Rowan County GIS

PARCEL ID: **768 021**  
PIN: 5629-01-26-1149

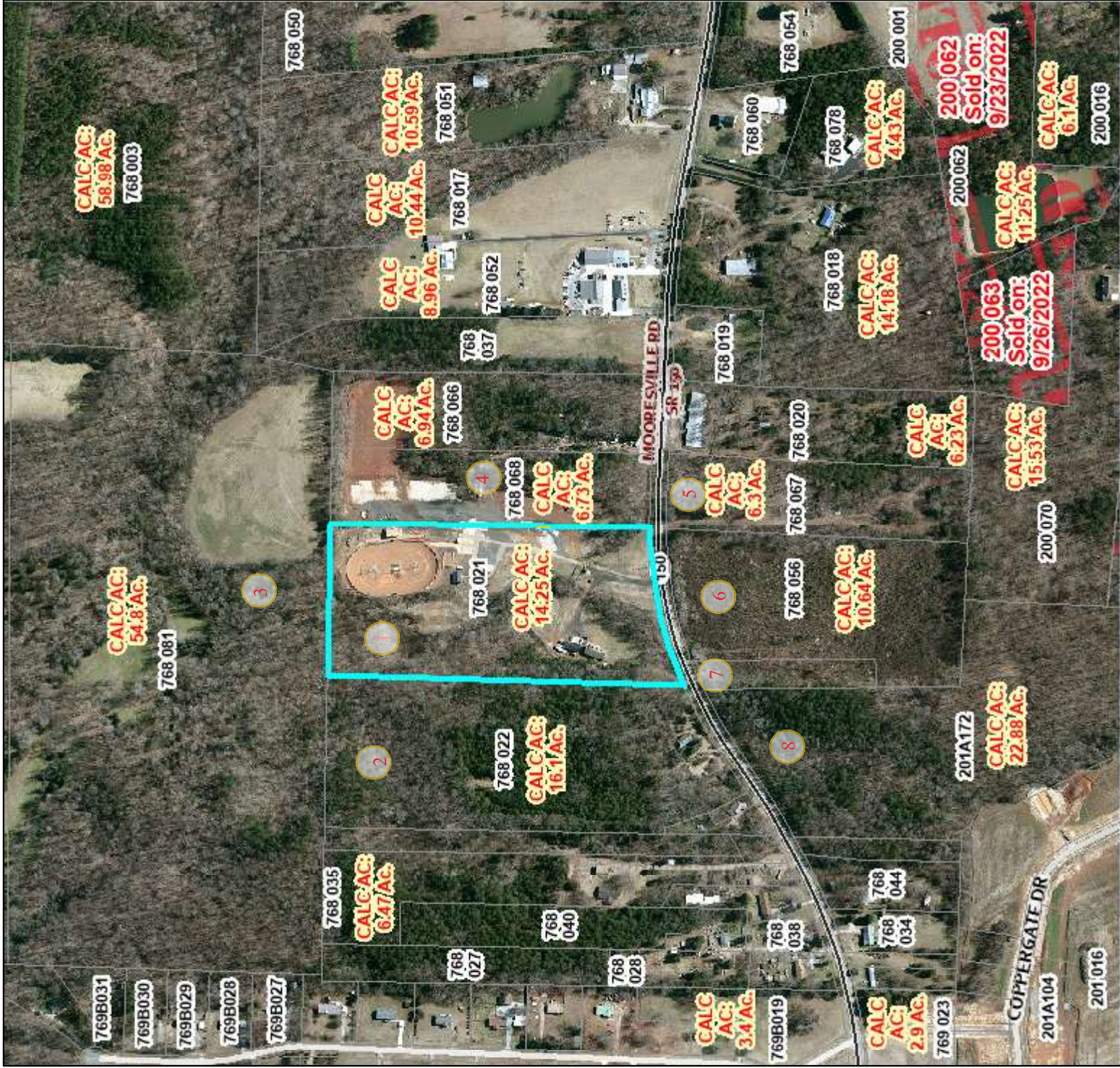
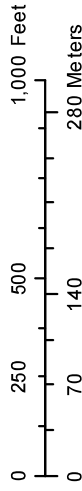
Owner Name:  
BURNETT JEREMY & WF  
BURNETT ASHLY  
Mailing Address:  
6670 MOORESVILLE RD

SALISBURY NC 28147  
Property Address:  
6670 MOORESVILLE RD

Tax District Code: 126  
Tax District: LOCKE VFD  
Land FMV: \$144,570  
Land LUV: \$0  
IMP FMV: \$226,353  
Total Value: 370923

Deed Ref: 1327/815/2019  
Date Sold: 5/16/2019  
Sale Amt: \$345,000  
Legal Description:  
14.52AC

1:5,808





## Descriptions of Site and Adjoining Properties

Property locations identified by number as indicated on the aerial imagery from the Rowan County GIS site.

1. Parcel ID - 768 021  
Owner - BURNETT JEREMY & BURNETT ASHLY  
Owner Address - 6670 MOORESVILLE RD, SALISBURY, NC 28147  
Property Address - 6670 MOORESVILLE RD, SALISBURY, NC 28147  
Acreage – 14.25  
Zoning - RA-3 RURAL AGRICULTURE-CNTY  
Land Use – Racetrack, recognized nonconformity (IMPROVED RURAL)  
Hours of Operation – Sunday to Saturday, 4:00 PM – 11:00 PM  
    - Generally, Tuesday, Wednesday and Saturday, 4:00 PM – 11:00 PM  
Employees – Two fulltime employees  
Proposed Structures  
    - Tech Shed – ~25 ft x ~35 ft  
    - Bleachers – ~50 ft x ~30 ft
2. Parcel ID - 768 022  
Owner - HANCOCK RICHARD D  
Owner Address - 316 N MAIN ST, SALISBURY NC 28144 4348  
Property Address - 6802 MOORESVILLE RD, SALISBURY, NC 28147  
Acreage – 16.1  
Zoning - RA-3 RURAL AGRICULTURE-CNTY  
Land Use – Residential and Wooded Land (IMPROVED RESIDENTIAL)
3. Parcel ID - 768 081  
Owner - H&S PROPERTIES OF ROWAN  
Owner Address - 2435 GOODNIGHT RD, SALISBURY NC 28147 8523  
Property Address – 0 MOORESVILLE RD, SALISBURY, NC 28147  
Acreage – 54.8  
Zoning - RA-3 RURAL AGRICULTURE-CNTY  
Land Use – Vacant and Farmland (VACANT AGRI/HORTIC/FOREST)
4. Parcel ID - 768 068  
Owner - HOFFMAN DARRELL  
Owner Address - 214 RINEHARDT RD, MOORESVILLE NC 28115 7980  
Property Address – 6590 MOORESVILLE RD, SALISBURY, NC 28147  
Acreage – 6.73  
Zoning - RA-3 RURAL AGRICULTURE-CNTY  
Land Use – Vacant and Wooded Land (IMPROVED RURAL)
5. Parcel ID - 768 067  
Owner - JENKINS TONYA M  
Owner Address - 6525 MOORESVILLE RD, SALISBURY, NC 28147  
Property Address – 6525 MOORESVILLE RD, SALISBURY, NC 28147  
Acreage – 6.3  
Zoning - RA-3 RURAL AGRICULTURE-CNTY  
Land Use – Residential and Wooded Land (IMPROVED RURAL)
6. Parcel ID - 768 056  
Owner - ALEXANDER GWENDOLYN M  
Owner Address – 1121 CHILLUM MANOR RD, HYATTSVILLE MD 20783 3033  
Property Address – 0 MOORESVILLE RD, SALISBURY, NC 28147  
Acreage – 10.64  
Zoning - RA-3 RURAL AGRICULTURE-CNTY  
Land Use –Wooded Land (VACANT RESIDENTIAL)

## Descriptions of Site and Adjoining Properties

7. Parcel ID - 768 057  
Owner - ALEXANDER GWENDOLYN M  
Owner Address – 1121 CHILLUM MANOR RD, HYATTSVILLE MD 20783 3033  
Property Address – 0 MOORESVILLE RD, SALISBURY, NC 28147  
Acreage – 1.5  
Zoning - RA-3 RURAL AGRICULTURE-CNTY  
Land Use –Wooded Land (VACANT RESIDENTIAL)
  
8. Parcel ID - 201A172  
Owner - PLANTATION RIDGE  
Owner Address – 1 PO BOX 102, SALISBURY, NC 28145-0102  
Property Address – 0 MOORESVILLE RD, SALISBURY, NC 28147  
Acreage – 23.26  
Zoning - RA-3 RURAL AGRICULTURE-CNTY  
Land Use –Wooded Land (VACANT RESIDENTIAL)



Millbridge Speedway

Legend  
Millbridge Speedway

Existing Residence

Existing Racetrack

SUP Tech Shed

Existing Bleachers and Race Control

SUP Bleachers

Mooreville Rd

Google Earth



300 ft





Millbridge Speedway

Legend  
Millbridge Speedway

Existing Residence

SUP Tech Shed

Existing Parking Areas

Existing Racetrack

Existing Bleachers and Race Control

SUP Bleachers

Mooreville Rd

Google Earth



300 ft

150



# Rowan County GIS

PARCEL ID: **768 021**  
PIN: 5629-01-26-1149

Owner Name:  
BURNETT JEREMY & WF  
BURNETT ASHLY  
Mailing Address:  
6670 MOORESVILLE RD

SALISBURY NC 28147  
Property Address:  
6670 MOORESVILLE RD

Tax District Code: 126  
Tax District: LOCKE VFD  
Land FMV: \$158,502  
Land LUV: \$0  
IMP FMV: \$357,833  
Total Value: 516335

Deed Ref: 1327/815/2019  
Date Sold: 05/16/2019  
Sale Amt: \$345,000  
Legal Description:  
14.52AC

1:2,400



This special use application permit is being submitted by the applicant at the direction of the Rowan County Planning Department. The applicant is the owner and operator of Millbridge Speedway, located at 6670 Mooresville Road, Salisbury, NC 28147. Millbridge Speedway is a racetrack that has been in operation since at least the late 1980's and has been recognized by the Planning Department as a nonconforming use that was in existence prior to the current Rowan County Zoning Ordinance. Given the length of time Millbridge Speedway has been in operation, some of the structures have reached the end of their lifespan. Two of these structures included one set of bleachers and a tech shed (with other accessory uses) that had become dilapidated and were no longer safe for use. The applicant replaced both of these structures with new bleachers and a tech shed in the same locations as the dilapidated structures that they had replaced. However, the applicant was not aware of the process that they were meant to follow when replacing these dilapidated structures and has been informed by the Planning Department of the steps that they must take to bring these structures into compliance. To bring these structures into compliance, the Planning Department has directed the applicant to first obtain a special use permit and then to work with the Building Department to obtain the proper permits for these structure to bring them into total compliance.

**Sec. 21-58. Review procedures.**

.....

(e) Required findings. All decisions regarding a special use permit application shall not be approved or denied unless each of the following findings has been made:

(1) The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;

**- The request will not materially endanger the public health or safety. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The replacement bleachers and tech shed removed potentially hazardous safety conditions by replacing dilapidated structures that were formally onsite.**

(2) That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and

**- The request will not substantially injure the value of adjoining or abutting property The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The overall use of the site as a recognized nonconforming racetrack will not change as a result of the replacement of these structures.**

(3) That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

**- The request is in keeping with the nature of the existing use of the property. Adequate transportation access to the site exists as currently operated. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The overall use of the site as a recognized nonconforming racetrack will not change as a result of the replacement of these structures.**

**Sec. 21-59. Evaluation criteria.**



In addition to meeting special standards for a particular use, the applicant must illustrate that he/she can comply with the following criteria when any special use is proposed.

(1) Adequate transportation access to the site exists;

- Adequate transportation access to the site exists as currently operated. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The replacement of these structures does not create a traffic impact on the property or the use of the property as a recognized non conforming racetrack.

(2) The use will not significantly detract from the character of the surrounding area;

- The replacement bleachers and tech shed will not detract from the character of the surrounding area. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The replacement bleachers and tech shed that have replaced the dilapidated structures improve the visual characteristics of the property. Additionally, these replacement structures are generally not visible from the surrounding properties given their location on the property.

(3) Hazardous safety conditions will not result;

- The replacement bleachers and tech shed will not result in hazardous safety conditions. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The replacement bleachers and tech shed removed potentially hazardous safety conditions by replacing dilapidated structures that were formally onsite.

(4) The use will not generate significant noise, odor, glare, or dust;

- The replacement bleachers and tech shed will not generate significant noise, odor, glare, or dust. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The use of the replacement bleachers and tech shed will not generate any more noise, odor, glare, or dust that may have been present during the use of the previous bleachers and tech shed that were replaced.

(5) Excessive traffic or parking problems will not result; and

- The replacement bleachers and tech shed will not generate excessive traffic or parking problems. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous set of bleachers and the previous tech shed) that were previously located on the site. The use of the replacement bleachers and tech shed will not generate any more traffic or parking problems that may have been present during the use of the previous bleachers and tech shed that were replaced.

(6) Use will not create significant visual impacts for adjoining properties or passersby.

- The replacement bleachers and tech shed will not create significant visual impacts from adjoining properties or passersby. The purpose of this special use permit is to bring two replacement structures (a set of bleachers and a tech shed) into compliance that replaced two dilapidated structures (a previous

set of bleachers and the previous tech shed) that were previously located on the site. The replacement bleachers and tech shed that have replaced the dilapidated structures improve the visual characteristics of the property. Additionally, these replacement structures are generally not visible from Mooresville Road to passersby and are not generally visible from adjoining properties as they are set back from the road and screened by existing trees and other vegetation present on the property.

**Sec. 21-135. Extension, enlargement or replacement of a nonconforming use.**

.....

(c) Any other nonconforming use may be extended, enlarged, or replaced only upon the issuance of a special use permit, subject to procedures established for quasi-judicial hearings, if the county board of commissioners finds that, in completing the extension, enlargement, or replacement work:

(1) There is no increase in the operational area existing on the effective date of this ordinance;

- **The replacement bleachers and tech shed will not increase the operational area of the existing nonconformity. The replacement bleachers and tech shed that have replaced the dilapidated structures do not increase the operational racetrack area. Furthermore, the replacement bleachers and tech shed are generally the same dimensions of the dilapidated structures that were replaced and are also located in the same general areas as well.**

(2) There is no greater nonconformity with respect to dimensional restrictions such as setback requirements, height limitations, or density requirements or other requirements such as parking, loading and landscaping requirements; and

- **The replacement bleachers and tech shed will not create a greater nonconformity with respect to dimensional restrictions. The replacement bleachers and tech shed that have replaced the dilapidated structures are located in approximately the same areas as the structures they replaced and are generally the same dimensions as the structures they replaced. do not increase the operational racetrack area.**

(3) There is no significant adverse impact on surrounding properties or the public health or safety including but not limited to no increase in the level of noise, dust, odor, glare or other nuisances.

- **The replacement bleachers and tech shed will not generate public health, noise, odor, glare, or dust concerns to adjoining properties. The use of the replacement bleachers and tech shed will not generate any more noise, odor, glare, or dust that may have been present during the use of the previous bleachers and tech shed that were replaced. Additionally, the replacement bleachers and tech shed replace dilapidated structures, the continued use of these dilapidated structures could have result in harm to the racetrack proprietors, the competitors, patrons, and general community.**



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

Case # SUP 01-23  
Date Filed 2/24/23  
Received By SAR  
Amount Paid \$ 200.00  
Office Use Only

**SPECIAL USE PERMIT APPLICATION**

**OWNERSHIP INFORMATION:**

Name: Jeremy Burnett

Signature: Jeremy Burnett / ms

Phone: 704-701-1665 Email: JBDesigns14@yahoo.com

Address: 6670 Mooresville Road, Salisbury, NC 28147

**APPLICANT / AGENT INFORMATION:**

Name: Jeremy Burnett

Signature: Jeremy Burnett / ms

Phone: 704-701-1665 Email: JBDesigns14@yahoo.com

Address: 6670 Mooresville Road, Salisbury, NC 28147

**PROPERTY DETAILS:**

Tax Parcel: 768-021 Zoning District: RA-3 RURAL AGRICULTURE-CNTY

Date Acquired: 5-16-2019 Deed Reference: Book 1327 Page 815

Property Location: 6670 Mooresville Road, Salisbury, NC 28147

Size (sq. ft. or acres): 14.52 acres Street Frontage: ~550 feet

Current Land Use: Racetrack - recognized non-conforming use

Surrounding Land Use: North Farmland and vacant land  
South Residential and Vacant Land  
East Vacant land  
West Residential and Vacant Land

PURPOSE & SECTION:

State purpose of special use permit:

Per the instructions of the Planning Department, a special use permit is necessary to bring two structures (bleachers and tech shed) that replaced dilapidated former structures (bleachers and tech shed) into compliance

Cite section(s) of Zoning Ordinance which permit is being requested:

21-135 - Extension, enlargement or replacement of a nonconforming use.

ATTACHED DOCUMENTS:

Applicant must a site plan based on information required in Section 21-52.


Attached: Yes ☒ No ☐

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

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OFFICIAL USE ONLY

1. Signature of Coordinator:  2. Board of Commissioners  
Public Hearing:    /   /    3. Notifications Mailed:    /   /    4. Property Posted:  
   /   /    5. BOC Action: Approved        Denied        6. Date Applicant Notified:  
   /   /   

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**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Allen Cress, Emergency Svcs. Chief  
**DATE:** 3/8/23  
**SUBJECT:** GRANT APPLICATION: Emergency Services request to apply for NCEM Capacity Building Grant

---

The Emergency Services Department would like to request permission to apply for a grant through NC Emergency Management Capacity Building Grant Program for the purchase of a Mobile Incident Command Trailer. The proposed unit would replace our current Mobile Command bus that is aging out and becoming more expensive to keep each year.

The proposed unit will be used during large events, and natural and man-made disasters to help mitigate the issues surrounding these events. Reviewing several models purchased by other entities, the cost of the trailer and a cache of radios would total \$335,000.

**Recommendation:**

Approve Emergency Services to apply for NC Emergency Management Capacity Building Grant to fund the purchase of a Mobile Incident Command Trailer.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
NOFO Capacity Building Grant	3/8/2023	Exhibit



## North Carolina Emergency Management

### FY 2023 Capacity Building Competitive Grant

#### Notice of Funding Opportunity (NOFO)

**Application Period (Round 2):**

**March 1, 2023 - March 31, 2023**

**Application Deadline:**

**March 31, 2023, by 5:00PM**

**Grant Project Period of Performance:**

**July 1, 2023 - June 30, 2024**

**Grant Award:**

**June 1, 2023**

**Funded Through:**

- 1.) FY 2023 Emergency Management Capacity Building Competitive Grant (CBCG), NC Appropriations Act of 2021, SL2021-180.pdf (ncleg.gov), Section 19E.5(a), page 439

**State Administrative Agency:**

North Carolina Department of Public Safety  
Division of Emergency Management 1636  
Gold Star Drive, Raleigh, NC 27607  
[www.ncdps.gov/ncem](http://www.ncdps.gov/ncem)

- 2.) [Joint Conference Committee Report on the Current Operations Appropriations Act of 2021, page 422](#)

#### **Eligibility:**

Eligibility is limited to County Emergency Management agencies established in accordance with G.S. 166A-19.15 located in counties with a population of 210,000 or fewer, based upon the 2019 Certified County Population Estimates from the State Demographer in the Office of State Budget and Management.

## 1. AVAILABILITY OF FUNDS ANNOUNCEMENT

North Carolina Department of Public Safety, Division of Emergency Management is pleased to announce the availability of FY 2023 State Appropriated Capacity Building Competitive Grant (CBCG) funds.

Applicants are encouraged to read this entire Notice of Funding Opportunity document thoroughly before applying. The NOFO is open to all applicants meeting eligibility requirements.

### A. Availability of Funds

All awards are contingent upon the N.C. Department of Public Safety, Division of Emergency Management receiving the specified grant funds from North Carolina at the expected level and are subject to any modifications or additional requirements that may be imposed. There is no guarantee that funds will be available in the future.

### B. CBCG Application Limitations and Funding Caps

**Application Submission Limits:** Applicants may only submit one application per project for this grant, with a maximum of 2 projects per applicant. Applicants with 2 projects must submit a separate application for each project. A project may include multiple items or categories of items. Each project will be independently scored by the review committee.

**Funding Caps:** A single award cap of \$500,000 will be in place. There will not be a blanket award given to the 89 eligible county emergency management agencies, this is a competitive application. The \$500,000 funding cap is per applicant, meaning that applicants can only be awarded a maximum of \$500,000 regardless if they submit one or two projects.

### C. CBCG Funding Allocations and Projected Funding Availability

This funding opportunity consists of \$5M in funding, to be awarded in July 2023 and with a period of performance through the end of June 2024.

### D. CBCG Award Period

Awards will be made for up to a twelve (12) month period of performance, from July 1, 2023 through June 30, 2024. The project start and end dates on your application must align with the period of performance.

### E. CBCG Application Deadline

Applications must be received via email to [CBCG@ncdps.gov](mailto:CBCG@ncdps.gov) by 5:00 PM on Wednesday, March 31, 2023. Applicants must complete and submit the CBCG application form (provided on the [NCEM website](#)) and any supporting documentation by the application deadline. Applicants should download the form and then fill it out to utilize all functionality of the form.

## 2. ELIGIBILITY INFORMATION

### A. Eligible Entities

County emergency management agencies established in accordance with G.S. 166A-19.15 located in counties with a population of 210,000 or fewer, based upon the [2019 Certified County Population Estimates](#) from the State Demographer in the Office of State Budget and Management. Ineligible county emergency management agencies established in accordance with G.S. 166A-19.15 are:

- Buncombe
- Cabarrus
- Cumberland
- Durham

- Gaston
- Guilford
- Mecklenburg
- New Hanover
- Union
- Wake

#### **B. Compliance with State Criteria**

The following five documents must be on file for all grantees prior to or upon selection for an award. These documents are not required to apply for this grant program. NCEM Grants Management Branch will verify that these documents are already on file for potential awardees prior to award, and if necessary contact the applicant to obtain the documents prior to award.

- [W-9](#) (09 NCAC 03M .0202)
- [Electronic Payment / Vendor Verification Form](#) (09 NCAC 03M .0202)
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) (G.S. 143C-6-23.(c))
- Procurement Policy

In addition to these forms, once grant funds have been disbursed, each recipient should be prepared to submit reporting documentation (09 NCAC 03M .0401) pursuant to the grant agreement, in addition to required audits for all grants greater than \$500,000.

Agencies must abide by any additional eligibility or service criteria as established by the North Carolina Department of Public Safety, as well as all specific requirements as provided in the MOA.

#### **C. Cost Sharing or Match Requirement**

There is a no match requirement imposed on grant funds provided under this program. Applicants may list match funds on their application, if desired, but they are not required, and it is not a scoring criteria.

### **3. PROGRAM DESCRIPTION**

The North Carolina Emergency Management Capacity Building Competitive Grant (CBCG) was passed by North Carolina State Legislature in Fiscal Year 2022. Grants shall be used to ensure local emergency management offices are adequately equipped, trained, and prepared for all hazards and emergencies.

CBCG grants help provide County Emergency Management Offices throughout the State with funding to assist in the development of additional local emergency management capacity.

#### **A. Funding Priorities**

The North Carolina Division of Emergency Management (NCEM) is interested in supporting the target priority areas identified below. NCEM encourages programs that build on capabilities, close gaps and include best practices to meet the needs of emergency management offices across the state.

FY2023 Target Priorities:

- Increasing local mass care and human services capacity
- Preparedness initiatives
- Improving incident management/coordination capacity
- Improving EOC capabilities, to include technology initiatives for continuity of operations purposes

- Resiliency initiatives
- Other items supported by a documented local or regional risk assessment/THIRA

**Note: Applicants are not limited solely to projects that address the FY2023 Target Priorities. Applications addressing other locally identified priorities may be awarded, based on scoring and funds availability.**

#### **B. CBCG Unallowable and Conditionally Allowable Activities**

The activities listed below are unallowable, and costs for them will not be supported with grant funds. NOTE: This is not an exhaustive list.

- 1) Lobbying, except with explicit statutory authorization
- 2) Fundraising
- 3) Management & Administration

Special Note: Communications equipment is allowable, however it must be preapproved by the NCEM Communications Branch Manager prior to purchase to ensure interoperability standards are met.

#### **C. Pre-Agreement Costs**

NCEM does not allow pre-award costs. Expenditures incurred prior to the start date of the award may not be charged to the project.

### **4. CBCG APPLICATION SUBMISSION INFORMATION**

**A. Application Submission:** Applications must be submitted electronically to [CBCG@ncdps.gov](mailto:CBCG@ncdps.gov)

#### **B. NCEM Grants Policy on Late Submissions**

To ensure timely award processing, applicants must submit the application by March 31, 2023, at 5:00 pm E.S.T. Applicants must complete and submit the CBCG application form (provided on NCEM website) and any supporting documentation by the application deadline. Late submissions will not be accepted.

#### **C. Education and Q&A Process**

Because this is a competitive grant program, NCEM staff will not be able to provide direct assistance with application development or project formulation. All questions regarding the application process should be directed to the [CBCG@ncdps.gov](mailto:CBCG@ncdps.gov) mailbox.

Questions regarding CBCG and the application process should be submitted to [CBCG@ncdps.gov](mailto:CBCG@ncdps.gov), subject line “CBCG Question”, by March 15, 2023. Q&A’s will be posted on the NCEM website at least 1 week prior to the application deadline.

A public CBCG applicant webinar will be held on March 7, 2023 at 1PM – 2PM. The purpose of the webinar is to provide information about the 2023 CBCG program and application process, as well as to answer questions from applicants. Webinar information will be posted on the NCEM website. The webinar will be recorded for those who do not attend, and the recording will be posted on the NCEM website and will be disseminated via email.

## 5. CBCG APPLICATION CONTENT

Only the CBCG application form provided on the NCEM website will be accepted.

### A. Project Information

**Project Abstract:** Briefly describe the project's purpose, identify target population, and discuss program components which address the identified problem.

**Project Narrative:** Provide additional information about your project application.

**Project Timeline of Activities:** Provide a timeline for the implementation of the project.

**Project Sustainability Plan:** Describe your formal, working sustainability plan for the project and how the project will be sustained using jurisdictional resources once this grant ends.

### B. Project Budget

Your budget should justify all expenses and be consistent with the program narrative. Budgets must be clear and specific. Budgets are required to reflect all project spending throughout the entire duration of the period of performance of the grant. While NCEM will attempt to fund projects as originally budgeted, the Division reserves the right to adjust/reduce funding amounts pre-award based on funds availability. If a reduction is required to fund a project, the Grants Management Branch will contact the potential awardee prior to award to verify project viability at reduced funding level.

**Equipment Budget:** Provide an explanation about how items listed in the equipment category in the budget are required for the project. For purposes of the CBCG application, equipment is any tangible personal property (including information technology systems) having a useful life of more than one year purchased for project use.

### C. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/financial procedures as requested.

### D. Budget Line Items

Clearly outline the amount of funding requested for each type of funding sought (e.g., amount for salaries, consultants, supplies, travel, and/or equipment). Each individual cost requested is required to have its own line item. Each staff member, consultant and/or volunteer position requires separate budget lines.

### E. Indirect Cost Rates

Indirect cost rates are not allowed.

### F. Required Supporting Documents

Applicants must submit all required documents to: [CBCG@ncdps.gov](mailto:CBCG@ncdps.gov).

These documents include:

- Application (includes project narrative and budget)

## 6. CBCG APPLICATION REVIEW

- CBCG is a competitive application process and the NCEM Review Committee will assess each application based on the following criteria: Identification of Gap or Priority to be addressed (10 Points)
- Methodology to address Gap or Priority (25 Points)
- Project Sustainability (10 Points)
- FY2023 Target Priorities addressed (25 Points)
- Timeline of Activities/ Milestones (20 Points)
- Budget (10 Points)

No application or proposal is guaranteed award at any time during the time of grant review or the recommendation process. Funding is subject to the availability of funds and the project's adherence to funding guidelines.

Funding decisions are made by the members of the CBCG committee appointed by the NCEM Director to review and score applications, and to provide recommendation on suggested approvals and award amounts. The CBCG Committee will use a blind evaluation process, with the organization, point of contact, and secondary point of contact fields redacted from applications prior to review. All other fields will be reviewed and scored as submitted, including:

- Project Information
- General Information
- Target Priorities
- Timeline Milestones
- Budget
- Additional Information

The committee will include representation from designated stakeholders, to include:

- (1) Chairperson to be designated by the Director of Emergency Management
- (1) NCEM Operations Section
- (1) Long-Term Recovery
- (1) NCEM Homeland Security Section
- (1) NCEMA Designee from an ineligible (+210,000) or non-participating jurisdiction
- (2) Local Emergency Management Representatives of ineligible (+210,000) or non-participating jurisdictions

## 7. POST AWARD REQUIREMENTS

### A. Project Reimbursement

NCEM will distribute awarded funds to recipients by a reimbursement of expenditures in conjunction with the timely submission of corresponding Financial and Programmatic Reports.

The NCEM Multi-Hazard Field Planners will serve as programmatic leads for this grant program. The NCEM Multi-Hazard Field Planner will collate and submit on behalf of the recipient the final reimbursement request for each county to include a reimbursement request, proof of payment, and supporting documentation to NCEM Grants Management Branch for processing.

Reimbursement requests will not be processed for any awards with delinquent programmatic reports.

Financial Reports will consist of:

- a. Reimbursement request form
- b. Invoices. Ensure that only charges that apply to the reimbursement request are highlighted. Invoices must be dated within the period of performance.
- c. Proofs of payment. Acceptable proofs are:
  - Cancelled checks
  - Agency financial ledger
  - Pay Statements (for salary)
  - Bank statements
  - Credit card statements
  - Travel/employee reimbursement forms
- d. Summary of expenditures. On a single document for each invoice show:
  - Name of the company
  - Invoice number or other identifying number
  - Invoice date
  - The approved reimbursable amount of the invoice

## **B. Programmatic Reports**

Programmatic reports are required to be submitted quarterly to the county's assigned NCEM Multi-Hazard Field Planner. Programmatic reports must be submitted within 30 days of the end of each quarter. Each Regional Office will submit one quarterly reporting batch to NCEM Preparedness Grants Branch on a schedule to be determined by the NCEM Preparedness Grants Branch Manager. Submission of programmatic reports is a condition for receiving funds from this award.

Due dates for programmatic report submission to assigned NCEM Multi-Hazard Field Planner:

- Q1: October 15, 2023
- Q2: January 15, 2024
- Q3: April 15, 2024
- Q4: August 15, 2024 (closeout report)



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Michelle McDaniel Deputy Tax Collector III  
**DATE:** 03/09/2023  
**SUBJECT:** Tax Refunds for Approval

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
February 2023 Tax Refunds	3/9/2023	Cover Memo
January 2023 VTS Refunds	3/9/2023	Cover Memo

## FEBRUARY 2023 TAX REFUNDS

TAXPAYER NAME	TAXPAYER NAME 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	PARID	REFUND
ABR PROPERTIES LLC		8720 ARBOR COMMONS LN		CONCORD	NC	28027	405 PERFORMANCE RD	239 059	36.37
ABR PROPERTIES LLC		8720 ARBOR COMMONS LN		CONCORD	NC	28027	407 PERFORMANCE RD	239 058	3.88
ATKINSON BRIAN KEITH		1765 OAKLAND DR		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	983855	5.12
ATKINSON JOHN ANDREW & WF	ATKINSON BETTY BROOKS	730 ROCK LN		CHINA GROVE	NC	28023	730 ROCK LN	116 013	4.29
BAKER CRYSTAL M		2735 WRIGHT AVE		SALISBURY	NC	28147	2735 WRIGHT AV	164044	8.38
BARNETTE SUSAN JEANETTE		1304 CRAVEN AVE		KANNAPOLIS	NC	28083	0 E 13TH ST	159 324	2.17
BARNETTE SUSAN JEANETTE		1304 CRAVEN AVE		KANNAPOLIS	NC	28083	1304 CRAVEN AVE	159 288A	6.43
BARRINGER TAMMY L		140 RIVER COUNTRY RD		SALISBURY	NC	28146	PERSONAL PROPERTY	172680	14.79
BARRON MICHAEL STEPHEN		PO BOX 995		COOLEEMEE	NC	27014	0 NEEDMORE RD	801 042	1.59
BARTLETT JOSEPH J ETAL		3755 WOODLEAF RD		SALISBURY	NC	28147	0 WOODLEAF RD	317A025	6.90
BARTLETT JOSEPH JETHRO JR		3755 WOODLEAF RD		SALISBURY	NC	28147	0 WOODLEAF RD	317A022	9.24
BARTLETT JOSEPH JETHRO JR		3755 WOODLEAF RD		SALISBURY	NC	28147	0 WOODLEAF RD	317A023	9.34
BARTLETT JOSEPH JETHRO JR		3755 WOODLEAF RD		SALISBURY	NC	28147	3755 WOODLEAF RD	317A043	38.44
BARTLETT JOSEPH JETHRO JR		3755 WOODLEAF RD		SALISBURY	NC	28147	PERSONAL PROPERTY	985661	1.58
BARTLETT JOSEPH JETHRO JR		3755 WOODLEAF RD		SALISBURY	NC	28147	0 WOODLEAF RD	317A021	6.82
BEAM THOMAS M		310 N RIDGE AVE		KANNAPOLIS	NC	28083	124 DOGWOOD DR	120 109	17.36
BEASTON TERESA J		8535 DOGWOOD DR		KANNAPOLIS	NC	28081	8535 DOGWOOD DR	249 125	3.66
BELL RODNEY WAYNE		928 EMERALD BAY DR		SALISBURY	NC	28146	PERSONAL PROPERTY	986942	1.03
BOST JAMES NORMAN	BOST NANCY	1142 NEW JERSEY DR		SALISBURY	NC	28146	1142 NEW JERSEY DR	050 022	7.30
BRIGHT LAW PLLC		16745 BIRKDLAE COMMONS PKWY #C		HUNTERSVILLE	NC	28078	909 ALMA AVE	149 00111	47.50
BROOME BRENDA		610 W RIDGE AV		LANDIS	NC	28088	PERSONAL PROPERTY	177425	1.55
BROWN RYAN D		6925 HIGHWAY 152 W		MOORESVILLE	NC	28115	6915 W NC 152 HWY	233 063	1.39
BRUNNHOLZ ENTERPRISES INC		803 PERFORMANCE RD UNIT A		MOORESVILLE	NC	28115	803 PERFORMANCE RD UNIT A	180699	7.42
BURDETTE HOLLY		8000 COTTON ST		HARRISBURG	NC	28075	0 EMERALD BAY DR	503C003	26.21
CALDWELL DANNY EUGENE		PO BOX 960		KANNAPOLIS	NC	28082	155 WILLOW LEAF CT	247 172	5.42
CAREY JAMES W		3237 WESTRIDGE LN SW		CONCORD	NC	28027	0 LYNNGROVE LN	130A08003	5.68
CASTRO FRANCISCO	CASTRO ADA	8735 WOODLEAF RD		WOODLEAF	NC	27054	8735 WOODLEAF RD	818A004	3.65
CHANCE GEORGE	CHANCE JANET	7939 TEXAS PL		KANNAPOLIS	NC	28083	7939 TEXAS PL	248A042	61.61
CHRISTY BARRY E	CHRISTY CAROLYN C	809 S FRANKLIN ST		CHINA GROVE	NC	28023	PERSONAL PROPERTY	994920	1.00
CHRISTY BARRY E	CHRISTY CAROLYN C	809 S FRANKLIN ST		CHINA GROVE	NC	28023	809 S FRANKLIN ST	104 071	22.87
CHRISTY CAROLYN C		809 S FRANKLIN ST		CHINA GROVE	NC	28023	2330 MT HOPE CHURCH RD	417 243	1.61
CLEMENT WILLIE L JR		139 APPLEWOOD RD		MOCKSVILLE	NC	27028	6250 SOUTHERN LN	482B094	20.62
COAR ALLEN W		105 LANCELOT RD		SALISBURY	NC	28147	105 LANCELOT RD	165044	7.69
COBB JEFFREY D & WF SUSAN &	COBB KELLY N	PO BOX 215		WOODLEAF	NC	27054	729 HENDRIX FARM CIR	801 024	12.36
COLLIE KIMBERLY HUFFMAN		1720 DEWBERRY PL		SALISBURY	NC	28146	1720 DEWBERRY PL	063B029	13.23
CUBE YADKIN TRANSMISSION LLC		PO BOX 167		NESHKO	WI	54960	PERSONAL PROPERTY	173340	810.38
CULP JOSEPH WILLIAM JR		203 RIDGE CREEK CT		SALISBURY	NC	28147	PERSONAL PROPERTY	998645	23.61
CURRIE JEFFERY SCOT		340 CATFISH TER		SALISBURY	NC	28146	PERSONAL PROPERTY	176919	44.11
CURRY PAUL		1801 CEDAR CLIFF DR SE		SMYRNA	GA	30080	402 GRANT ST	026 183	119.89
DAYVAULT THOMAS W	DAYVAULT JUDY M	124 WILLOUGHBY PARK DR		HIGH POINT	NC	27265	0 ACORN OAKS DR	417C271	1.24
DURHAM HOWARD CHESTER JR		3810 ENOCHVILLE RD		KANNAPOLIS	NC	28081	BOSTIAN RD	129A154	1.71
DURHAM HOWARD CHESTER JR		3810 ENOCHVILLE RD		KANNAPOLIS	NC	28081	0 FAIRWAY DR	155 103	1.87
DURHAM HOWARD CHESTER JR		3810 ENOCHVILLE RD		KANNAPOLIS	NC	28081	2407 MOOSE RD	145 067	5.20
DURHAM HOWARD CHESTER JR		3810 ENOCHVILLE RD		KANNAPOLIS	NC	28081	2515 W C ST	249B251	5.26
DURHAM HOWARD CHESTER JR		3810 ENOCHVILLE RD		KANNAPOLIS	NC	28081	3796 ENOCHVILLE RD	245 164	19.34
DURHAM HOWARD CHESTER JR		3810 ENOCHVILLE RD		KANNAPOLIS	NC	28081	3820 ENOCHVILLE RD	245 326	4.98
DURHAM HOWARD CHESTER JR		3810 ENOCHVILLE RD		KANNAPOLIS	NC	28081	517 S CENTRAL AVE	108 02208	5.07
DURHAM HOWARD CHESTER JR		3810 ENOCHVILLE RD		KANNAPOLIS	NC	28081	570 BOSTIAN RD	129A153	7.52

*Cassey Robinson*  
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DURHAM HOWARD CHESTER JR		3810 ENOCHVILLE RD		KANNAPOLIS	NC	28081	991 FAIRWAY DR	155 022	12.83
E & A ALB INC		PO BOX 254		WELCOME	NC	27374	215 N SALISBURY GQ AVE	180266	7.99
EDDIE HAMPTON INVEST PROP LLC		PO BOX 733		SALISBURY	NC	28145	0 JULIAN RD	060 021	1.32
ELECTRONIC TAX SYSTEMS INC		917 S MAIN ST STE B		SALISBURY	NC	28144	917 S MAIN ST	165706	16.85
ERICS CONSTRUCTUON CO		305 KAY ST		SALISBURY	NC	28146	PERSONAL PROPERTY	101774	37.52
ESTATE OF SONJIA RENEE MCHONE		PO BOX 460		CONOVER	SC	28613	355 KNOTTY PINE CIR	601 080	714.75
FARMER EARL		3010 PANTHER CREEK RD		SALISBURY	NC	28146	PERSONAL PROPERTY	179499	9.07
FISHER ROBERT W		5644 BULL RUN RD		WINSTON SALEM	NC	27106	3645 WOODLEAF BARBER RD	269 066	3.69
FNC TITLE SERVICES LLC		905 HIGHLAND POINTE DRIVE STE 150		ROSEVILLE	CA	95678	195 EARNEST MILLER RD	3128056	3.22
FORD CARL LINDSEY		320 KETCHIE ESTATE RD		CHINA GROVE	NC	28023	320 KETCHIE ESTATE RD	124 119	4.33
FOSTER GRADON THOMAS	FOSTER TRILBY DIANE	110 CHIPPEWA TRL		CHINA GROVE	NC	28023	PERSONAL PROPERTY	106046	7.76
FOSTER RICHARD		1016 DAKOTA ST		KANNAPOLIS	NC	28083	2218 KENWOOD DR	2450236	3.53
FREEZE GRADING		2530 LIPE RD		CHINA GROVE	NC	28023	PERSONAL PROPERTY	172615	8.54
FULCHER RONALD B	HUTCHINSON-FULCHER TERRI W	335 ACORN OAKS DR		SALISBURY	NC	28146	335 ACORN OAKS DR	417C222	811.71
FURR JAMES K		2100 PENNINGER RD		CONCORD	NC	28025	225 RAIN TREE DR	387 029	135.19
GALLOWAY ELIZABETH M		2005 SHERWOOD ST		KANNAPOLIS	NC	28081	880 SCERCY RD	127 025	1,106.46
GOLD LAW, PA		309 W MILBROOK ROAD STE 171		RALEIGH	NC	27609	0 WHEATON CT	459B151	9.40
GOLDSMITH KAITLYN		145 WINDING WAY		SALISBURY	NC	28147	145 WINDING WAY	467B104	426.65
GRAHAM CONSTRUCTION COMPANY		220 SPICEWOOD LN		SALISBURY	NC	28147	220 SPICEWOOD LN	464B048	11.36
GRIFFITH DIANA		575 RAINEY RD		SALISBURY	NC	28146	575 RAINEY RD	355 145	7.34
HAMBY LISA MICHELLE	HAMBY LONNIE SHANE	200 OLD ROCKY RD		ROCKWELL	NC	28138	200 OLD ROCKY RD	386 047	2.90
HARTMAN ROBIN		1035 LAKEVIEW RD		SALISBURY	NC	28147	1035 LAKEVIEW RD	453 158	3.49
HAYES JEFFERY SHEA		735 PLAYGROUND LN		SALISBURY	NC	28146	735 PLAYGROUND LN	500C646	5.27
HEAGGANS RITA MAE		445 BERVARD ST		STATESVILLE NC	NC	28677	3860 AMITY HILL RD	553 003	180.00
HELMS DONALD W		855 STIREWALT RD		CHINA GROVE	NC	28023	PERSONAL PROPERTY	113886	39.23
HENDRY RANDI DAWN		8685 SHERRILLS FORD RD		SALISBURY	NC	28147	8685 SHERRILLS FORD RD	756 006	8.56
HILL DENNIS CULP		PO BOX 202		GOLD HILL	NC	28071	235 ST STEPHENS CHURCH RD	383 016	7.43
HILL JOHN WILLIAM	HILL MILDRED	4230 STATESVILLE BLVD		SALISBURY	NC	28147	0 ST MATTHEWS CHURCH RD	510 085	46.03
HINSON FAULK PA		309 POST OFFICE DR		INDIAN TRAIL	NC	28079	0 LONG FERRY RD	052 095	300.00
HUDSON GLENN DBA	YADKIN CHAIN UPHOLSTERY	143 POLO DR		SALISBURY	NC	28144	143 POLO DR	176610	38.09
IPPOLITO CHRISTOPHER SALVATORE	IPPOLITO DEBBIE	175 CALLAWAY DR		SALISBURY	NC	28146	616 W FRANKLIN ST	006 269	2.14
J.J. BARTLETT JR	% MR BARTLETT JOSEPH	3755 WOODLEAF RD		SALISBURY	NC	28147	0 WOODLEAF RD	317A046	4.83
J.J. BARTLETT JR	% MR BARTLETT JOSEPH	3755 WOODLEAF RD		SALISBURY	NC	28147	0 WOODLEAF RD	317A047	4.15
J.J. BARTLETT JR	% MR BARTLETT JOSEPH	3755 WOODLEAF RD		SALISBURY	NC	28147	2205 WELCH RD	326A02901	37.15
KOBER GAVIN MARC		125 CLOVERDALE DR		SALISBURY	NC	28146	PERSONAL PROPERTY	123121	7.71
KRIDER MARK ALBERT	KRIDER JENNIFER DAWN	124 QUINN LN		MOORESVILLE	NC	28115	4155 FOSTER RD	723 021	987.67
L & J NEWSTAND INC		1201 N CANNON BLVD		KANNAPOLIS	NC	28083	1201 N CANNON BLVD	167288	66.09
LANDRY CYNTHIA LYNNE		8606 LOST COVE DR		ORLANDO	FL	32819	803 4TH ST	033 068	3.90
LAPUZ MIGUEL H		5321 18TH AVE SOUTH		GULFPORT	FL	33707	825 HARRIS POINT RD	605 039	14.38
LAW OFFICES OF KEVIN C LINK PC		1 BUFFALO AVE NW SUITE 3305		CONCORD	NC	28025	118 OAK GROVE ST	159A120	19.05
LEAZER G W		8415 W NC 152 HWY		MOORESVILLE	NC	28115	880 WILKINSON RD	231 007	5.01
LIVENGOD CARL		3230 3RD CREEK CHURCH RD		CLEVELAND	NC	27013	3230 THIRD CREEK CHURCH RD	260 026	1.15
LOEB TARA		8050 TORQUARY DR		HARRISBURG	NC	28075	265 RED FOX LN	117 029A	140.94
LOWERY MELBA CLARICE		6390 IRISH POTATO RD		ROCKWELL	NC	28138	6390 IRISH POTATO RD	438 014	4.10
LOWMAN JAMIE LOVE		7810 STOKES FERRY RD		SALISBURY	NC	28146	PERSONAL PROPERTY	126973	28.00
MANN GOLET EDWARD		6703 PALEM RD		NORFOLK	VA	23513	0 JACKSON RD	421 082	2.09
MAULT NICOLE SCHENCK		10655 OLD CONCORD RD		CHINA GROVE	NC	28023	PERSONAL PROPERTY	175571	7.32
MAXEY THOMAS R	MAXEY ANNE L	1415 GLENFIELD DR		SALISBURY	NC	28147	PERSONAL PROPERTY	128792	28.53
MAYFIELD J S	STONE MAYFIELD	8561 MARLOWE ST		DETROIT	MI	48228	0 GETER RD	803A012	6.12
MCCOMBS ROBIN S		208 MCCOMBS FARM DR		SALISBURY	NC	28146	0 MCCOMBS FARM DR	404 01701	1.03
MCCOMBS SANDRA		2020 PROVIDENCE CHURCH RD		SALISBURY	NC	28146	2020 PROVIDENCE CHURCH RD	615 013	103.19



MCDANIEL RAYMOND		4189 CHAPEL LAKE DR		DECATUR	GA	30034	475 NEELYTOWN RD	482 195	244.69
MCWATERS CORA E TRUSTEE		PO BOX 5		LANDIS	NC	28088	1165 MT MORIAH CHURCH RD	130 201	8.08
MILLER CARL E JR	MILLER SALLIE G	122 CARDINAL DR		ROCKWELL	NC	28138	122 CARDINAL DR	635A059	3.68
MILLER CONNIE		230 GRANTS CREEK RD		SALISBURY	NC	28147	230 GRANTS CREEK RD	478C261	1.36
MILLER JAMES G		2985 FAITH RD		SALISBURY	NC	28146	0 ST LUKES CHURCH RD	629 003	54.19
MILLER MATTHEW DAVID	MILLER JILL T	2070 PROVIDENCE CHURCH RD		SALISBURY	NC	28146	2070 PROVIDENCE CHURCH RD	615 033	21.50
MILLERS TRANSPORT SERVICE LLC		109 SMITH ST		CLEVELAND	NC	27013	0 SMITH ST	272 136	244.00
MORTENSON GUSTAVE E		808 5TH ST		SPENCER	NC	28159	808 5TH ST	033 110	14.00
MUSHALA JODY REID	MUSHALA JEFFREY S	4625 PATTERSON RD		CHINA GROVE	NC	28023	0 BROWN RD	223 040	1.86
MUSHALA JODY REID	MUSHALA JEFFREY S	4625 PATTERSON RD		CHINA GROVE	NC	28023	0 BROWN RD	223 046	3.03
NANCCE & OVERBEY, PLLC		214 E INNES STREET		SALISBURY	NC	28144	0 ELDON LN	325A062	113.99
OWENS JILL J		1740 PHANIEL CHURCH RD		ROCKWELL	NC	28138	1740 PHANIEL CHURCH RD	431 066	1.50
PARKER MICHAEL TODD		2520 SHUPING MILL RD		ROCKWELL	NC	28138	PERSONAL PROPERTY	174446	3.25
PATTON HUGH LEE	PATTON LESUE	2206 NELLIE ST		KANNAPOLIS	NC	28083	2206 NELLIE ST	140A146	662.02
PECORA WALTER	PECORA KIMBERLY A	1107 MABLE AVE		KANNAPOLIS	NC	28083	PERSONAL PROPERTY	138287	137.77
PEEBLES JIMMY MICHAEL	PEEBLE ETHEL LOUISE	615 NC HWY 801		WOODLEAF	NC	27054	615 NC 801 HWY	806 044	1.49
PEELER TONY RAY		306 OAKVIEW DR		SALISBURY	NC	28146	PERSONAL PROPERTY	138469	45.00
PERRY CATHY	PERRY CATHY F	PO BOX 224		GOLD HILL	NC	28071	1350 LIBERTY RD	523 026	1.46
PERRY CATHY		PO BOX 224		GOLD HILL	NC	28071	1360 LIBERTY RD	523 025	6.83
PERRY RONALD		240 WOODLAND DR		CHINA GROVE	NC	28023	PERSONAL PROPERTY	168485	163.15
PHILLIPS ROBERT J SR	C/O ROBIN OLSEN POA	602 S BEAVER ST		LANDIS	NC	28088	0 E RICE ST	108 080	341.60
PHILLIPS ROBERT J SR	C/O ROBIN OLSEN POA	602 S BEAVER ST		LANDIS	NC	28088	0 S CHAPEL ST	108 1090000001	324.11
PHILLIPS ROBERT J SR	C/O ROBIN OLSEN POA	602 S BEAVER ST		LANDIS	NC	28088	0 S CHAPEL ST	108 1090000002	208.77
PHILLIPS ROBERT J SR	C/O ROBIN OLSEN POA	602 S BEAVER ST		LANDIS	NC	28088	0 S CHAPEL ST	108 18000001	142.62
PHILLIPS ROBERT J SR	C/O ROBIN OLSEN POA	602 S BEAVER ST		LANDIS	NC	28088	0 S CHAPEL ST	108 18000002	142.62
PHILLIPS ROBERT J SR	C/O ROBIN OLSEN POA	602 S BEAVER ST		LANDIS	NC	28088	602 S BEAVER ST	133A1530001	1,030.15
PHILLIPS ROBERT J SR	C/O ROBIN OLSEN POA	602 S BEAVER ST		LANDIS	NC	28088	602 S BEAVER ST	133A1530002	1,030.15
PHILLIPS ROBERT J SR	C/O ROBIN OLSEN POA	602 S BEAVER ST		LANDIS	NC	28088	627 S CHAPEL ST	108 1810001	2,032.90
PHILLIPS ROBERT J SR	C/O ROBIN OLSEN POA	602 S BEAVER ST		LANDIS	NC	28088	627 S CHAPEL ST	108 1810002	2,032.90
PINKSTON STANLEY JONATHAN	PINKSTON KATHY	377 QUAIL POINTE DR		SALISBURY	NC	28147	377 QUAIL POINTE DR	221C016	5.26
PROPST AMANDA BUFF		300 YATES RD		SALISBURY	NC	28146	0 YATES RD	404A120	61.16
PROPST JESSE L		300 YATES RD		SALISBURY	NC	28146	0 YATES RD	404A118	2.95
PUTMAN NICHOLAS J	PUTMAN AMBER M	PO BOX 113		FAITH	NC	28041	245 RED ROSE LN	228 110	938.92
RAINES LINDA C	CORRIHER THOMAS H	2274 PANTHER VIEW TRL		MORRISTOWN	TN	37814	198 OLD GIN RD	212 004	7.34
RAMSEY SCOTT D	RAMSEY SUZANNE MARGUERITE	15704 MOORESVILLE RD		MOORESVILLE	NC	28115	0 MOORESVILLE RD	576 065	3.33
RCTC 2022 323A093							160 SURRATT DR	323A089	103.40
RESIDENCE CARE SERVICES LLC		PO BOX 9268		HICKORY	NC	28603	909 N SALISBURY AVE SPENCER	181912	1.18
ROBERT WATTS LAND ARTIST INC		4470 HAMPTON RD		SALISBURY	NC	28144	PERSONAL PROPERTY	168960	360.64
ROWAN COUNTY CHAMBER OF	COMMERCE	204 E INNES ST STE 110		SALISBURY	NC	28144	204 E INNES ST	169042	1.77
SALISBURY VENETIAN BLIND LLC		4101 STATESVILLE BLVD		SALISBURY	NC	28147	4101 STATESVILLE BLVD	180647	34.13
SAVAGE PROPERTIES MANAGEMENT LLC		286A LANIER DR		LEXINGTON	NC	27295	726 S CHURCH ST	015 225	43.33
SCOGGINS RENTALS		285 PAULOWNIA DR		CHINA GROVE	NC	28023	9785 OLD CONCORD RD	429 040	8.17
SCOTT KENNETH DWAYNE		240 BAMBOO LN		KANNAPOLIS	NC	28081	254 BAMBOO LN	248 199	19.13
SHOE RONALD B	SHOE C STAR	325 CLEARFIELD DR		MOORESVILLE	NC	28115	325 CLEARFIELD DR	243A102	7.21
SINK MELANIE		425 MITCHELL AVE		SALISBURY	NC	28144	425 MITCHELL AVE	014 038	105.54
SISOUKRATH SEUTH		87 1/2 CENTRAL AVE		CHINA GROVE	NC	28023	PERSONAL PROPERTY	149483	45.11
SLOAN MINNIE LOTTA	SLOAN BILLY RAY	117 E 31ST ST		KANNAPOLIS	NC	28083	117 E 31ST ST	156 384	2.12
SOUTHERN LAW GOUP		7239 PINEVILLE-MATTHEWS RD UNIT 100		CHARLOTTE	NC	28226	0 STATON PL	024 148	7.22
THE SPERRY LAW FIRM, P.C.		15801 BRIKHAM HILL AVENUE STE 225		CHARLOTTE	NC	28277	880 LEGION CLUB RD	353A010	4.06
THERECKA ARTURO		350 CORRELL FARM RD		SALISBURY	NC	28146	0 WATERS RD	614 174	194.46
THORNE JOHN WESLEY		4770 NC 801 HWY		WOODLEAF	NC	27054	PERSONAL PROPERTY	179481	8.31

TOBY OUTDOOR LLC		PO BOX 11397		CHARLOTTE	NC	28220	0 MILLRUN RD	053 082	2.21
TREECE COLLEEN H		450 PLEASANT COVE RD		SALISBURY	NC	28146	PERSONAL PROPERTY	175842	11.85
UPRIGHT JASON DALE		136 MAPLE RIDGE CIR		SALISBURY	NC	28147	8107 FREEZE RD	246 415	211.91
VENTURE PROPERTY & LEASING LLC		1900 32ND AV NE		BLACK EAGLE	MT	59414	3685 W NC 152 HWY	120 072	350.67
VILLARREAL MARIA G SOLORIO		1291 MEADOWLAND DR		LINCOLNTON	NC	28092	150 ROCKY PT	258 021	162.69
WALLER CLYDE W DBA COLLECTORS CHOICE		2250 SHADY LAVE EXT AVE		KANNAPOLIS	NC	28081	966 N CANNON BLVD	170485	16.80
WHITE EVELYN W		8685 UNITY CHURCH RD		MOORESVILLE	NC	28115	8685 UNITY CHURCH RD	241 038	5.84
WHITLEY PATRICIA RICE		1030 ROUNDKNOB AVE		SALISBURY	NC	28144	1030 ROUNDKNOB AVE	002 143	10.57
WHITLEYS CAR WASH INC		574 CHURCH ST N		CONCORD	NC	28025	910 N RIDGE AVE	170660	605.32
WILSON MARION E		1110 SHADYWOODS RD		CHINA GROVE	NC	28023	0 HOMER CORRIHER RD	131 287	1.30
YOST DANA CHESTER		284 JUNIPER RD		MOORESVILLE	NC	28115	0 WILKINSON RD	239 100	65.84
								<b>TOTAL:</b>	<b>19,348.15</b>



# JANUARY 2023 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	TRANS#	DESCRIPTION	REFUND
APPLEWHITE, JEFFREY BRYAN	1825 LYERLY RD		MOUNT ULLA	NC	28125	178951898	Vehicle Sold	458.93
ASSELIN, PETER WAHBNUM	262 SIFFORD LN		SALISBURY	NC	28146	178951954	Vehicle Sold	40.42
BLAKENEY, DERRICK WILBERT ANTHONY	2314 ENGLEWOOD ST		KANNAPOLIS	NC	28083	267759969	Vehicle Sold	347.62
BRILLIANT, JASON WAYNE	6735 HIGHWAY 152 E		ROCKWELL	NC	28138	178506676	Vehicle Sold	27.33
BURGESS, JAMES CARSON JR	1507 STATESVILLE BLVD		SALISBURY	NC	28144	269113977	Vehicle Sold	68.17
BUTLER, MELISSA WILSON	1712 COLONY RD		SALISBURY	NC	28144	267760008	Vehicle Sold	126.97
CATANESE, JOSEPH	120 NEWCASTLE CIR		SALISBURY	NC	28144	267760059	Vehicle Sold	41.93
CHAMBERS, WILLIE RAY	1213 N JUNIPER AVE		KANNAPOLIS	NC	28081	269113980	Vehicle Sold	29.85
COCKERHAM, RICKEY JONATHAN	113 GALLARIE PL		SALISBURY	NC	28144	267759924	Vehicle Totalled	133.12
COKELEY, DAVID WAYNE	167 N BELLWOOD RD		SALISBURY	NC	28146	178439504	Vehicle Sold	49.11
COZART, JOHNNY CLAYTON	185 BIG CEDAR DR		MOORESVILLE	NC	28115	178719368	Vehicle Sold	98.96
CUPP, BRENDA BELK	520 RIVIERA DR		SALISBURY	NC	28144	267760065	Vehicle Sold	103.68
DALIA, TABATHA LYNN	840 MAINSAIL RD		SALISBURY	NC	28146	179259252	Vehicle Sold	282.01
DARNELL, TRACY LEE	140 NEWPORT DR		SALISBURY	NC	28144	178719358	Vehicle Sold	43.61
DOUGHERTY, COLIN MICHAEL	307 WAKE DR		SALISBURY	NC	28144	268427832	Vehicle Sold	42.41
EARLS, ROBIN ANDERSON	19885 OLD BEATTY FORD RD		GOLD HILL	NC	28071	179337928	Vehicle Sold	35.79
ELLIOTT, WILLIAM DAVID	148 FELLOWSHIP PARK RD		CHINA GROVE	NC	28023	178506662	Vehicle Sold	131.38
EMERSON, CINDY FAGGART	270 SIDES RD		SALISBURY	NC	28146	179337942	Vehicle Sold	9.35
ENFINGER, GRANT MCARTHUR	8018 UNITY CHURCH RD		KANNAPOLIS	NC	28081	178506702	Tag Surrender	216.96
ESTRELLA, ZAMARA RAMIREZ	101 SIR OLIVER PL		ROCKWELL	NC	28138	178506610	Vehicle Totalled	126.52
GBUNBLEE, ACQUILLA LM	108 ELMWOOD DR		SALISBURY	NC	28147	268536405	Tag Surrender	48.19
GIBSON, WILLIE HARTSELL	548 WHITE OAKS DR	APT 240	SALISBURY	NC	28147	268168449	Vehicle Sold	104.23
GIT INC	1207-D CREWS RD		MATTHEWS	NC	28105	268872504	Vehicle Sold	113.74
GLASSCOCK, JERRY DEE	1038 S LILAC LN		SALISBURY	NC	28147	179259346	Adjustment	54.00
GRAY, JAMES LUTHER	367 ATHENS DR		SALISBURY	NC	28147	178506624	Vehicle Sold	5.35
HAYES, JUDITH MOORE	1795 STIREWALT RD		CHINA GROVE	NC	28023	178506704	Vehicle Sold	10.07
HERNANDEZ, JOSE EDUARDO JR	165 WADSWORTH RD		CHINA GROVE	NC	28023	178506622	Vehicle Sold	58.40
HONEYCUTT, JAMES VICTOR	925 BOSTIAN RD		CHINA GROVE	NC	28023	179087160	Vehicle Sold	15.12
HONEYCUTT, JAMES VICTOR	925 BOSTIAN RD		CHINA GROVE	NC	28023	179087166	Vehicle Sold	99.28
HOPPE, JOHN GREENWOOD	320 ROGER DR		SALISBURY	NC	28147	179087190	Vehicle Sold	58.32
JORDAN, BETTY SMITH	2410 MCGILL ST		KANNAPOLIS	NC	28081	178951926	Vehicle Sold	27.29
JUSTUS, BARRY ARTHUR	1440 PANTHER POINT RD		RICHFIELD	NC	28137	179337940	Vehicle Sold	109.09
LEE, KATHY BLACKWELDER	470 CENTENARY CHURCH RD		MOUNT ULLA	NC	28125	178951936	Vehicle Totalled	62.49
LONGWELL, BRIAN SCOTT	201 GRAYSON DR		SALISBURY	NC	28147	178951912	Vehicle Sold	44.82
MANZANO, ESTEFANIA	636 WALNUT ST APT C		STATESVILLE	NC	28677	267759918	Vehicle Sold	298.07

*Casey Robinson*  
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MATTISON, WILLIAM RICHARD	1190 FAWN CREEK RD		SALISBURY	NC	28147	178506660	Vehicle Sold	1.25
MCCARTHY, JANE CATHERINE	2407 WIND SWEEP WAY		ROCKWELL	NC	28138	178506614	Vehicle Sold	73.67
MENEES, MARY KATHERINE WEBB	104 SUDLEY CIR		SALISBURY	NC	28144	269006889	Vehicle Sold	519.17
MORGAN, RICKY ALEXANDER	325 RIVERWALK DR		SALISBURY	NC	28146	178506640	Vehicle Sold	19.19
MUSTAFIC, AHMED	1335 CLAUDE AVE		SALISBURY	NC	28147	179024366	Vehicle Sold	89.40
REARDON, KEVIN ROBERT	105 TOMSHIRE DR APT 209		JOHNS ISLAND	SC	29455	179337932	Reg. Out of state	49.93
RUSSELL, JASON ANTHONY	817 N SALISBURY GQ AVE		SALISBURY	NC	28146	357194928	Situs error	57.19
RUTHERFORD, KELLY ANN-WAY	598 EMERALD RIDGE RD		SALISBURY	NC	28146	178506688	Vehicle Totalled	339.38
SHELDON, SCOTT WILLIAM	4725 US HIGHWAY 601		SALISBURY	NC	28147	178370904	Vehicle Sold	15.40
SHEPHERD, ALBERT FRED	6565 STOKES FERRY RD		SALISBURY	NC	28146	178719262	Over Assessment	27.81
SHOAF, WILLIAM GERALD	1000 KEPLY RD		SALISBURY	NC	28147	179337936	Vehicle Sold	74.28
SMITH, JAMES RODNEY JR	900 JOHN MILLER RD		ROCKWELL	NC	28138	178597458	Vehicle Totalled	48.44
SNOW, WALKER DEAN	209 FRONTIER CIRCLE		CHINA GROVE	NC	28023	178288124	Insurance Lapse	133.00
SOLESBEE, KEVIN DWAYNE	1050 MILL WHEEL DR		SALISBURY	NC	28146	178506628	Vehicle Sold	184.14
SPRINKLE, PAUL EVERETTE	510 FOX HOLLOW LN		SALISBURY	NC	28146	179409330	Vehicle Sold	36.78
SPRINKLE, PAUL EVERETTE	510 FOX HOLLOW LN		SALISBURY	NC	28146	179337918	Vehicle Sold	275.29
STIMMER, JOHN JASON	1930 FIRENZ DR		APEX	NC	27502	178506956	Vehicle Sold	74.83
WANSLEY, CONSTANCE REDFERN	1175 GLENBRIAR CT		WOODLEAF	NC	27054	179409444	Vehicle Totalled	22.80
WATSON, NATHAN BRENT	499 FLY FISHER DR		SALISBURY	NC	28147	268427880	Vehicle Sold	6.83
WILLIAMSON, CONSTANCE MARKEETA	813 PARK AVE		SALISBURY	NC	28144	268427913	Vehicle Sold	7.35
WYRICK, TIMOTHY LEE	1401 PROVIDENCE CHURCH RD		SALISBURY	NC	28146	357318032	Situs error	136.47
							<b>TOTAL:</b>	<b>\$ 5,715.18</b>
<b>PENDING</b>								
JAMES, JIMMY DEWAYNE	2050 ORGAN CHURCH RD		ROCKWELL, NC 28138			89543267	Overpayment	11.81
						<b>*No+Mailed*</b>		<b>\$ 5,726.99</b>

*Casey Robinson*  
**Tax Collector**



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Director, Grants Admin/Gov't Relations  
**DATE:** 3/9/23  
**SUBJECT:** FFY24 Federal Appropriations Requests

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The process for Federal Congressionally Directed Spending Requests (appropriations requests) is now open. This is a competitive request process; US Senator Thom Tillis's office is accepting these funding requests for North Carolina.

Proposed projects must be for a 12-month period beginning in Federal Fiscal Year 24. If a project is selected for sub-committee submission by Senator Tillis, it will then be reviewed by the specific Senate Appropriations Subcommittee. Senate Appropriations decisions are expected to be made in October 2023, with funding expected to be available in Spring 2024.

There are 2 proposed projects; details are provided in the attached memo.

- (Primary Project): Law Enforcement Crisis Intervention Training Program
- (Secondary Project): Rowan County Veterans Treatment Court (Rowan VTC)

**Recommendation**

The Director of Grants Administration/Government Relations respectfully recommends that the Board of Commissioners:

1. Approve the preparing and submitting of federal funding requests for the 2 proposed projects.
2. Approve the Chairman to sign letters of support for the 2 proposed projects as part of the request packet.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proposed Project Descriptions	3/15/2023	Cover Memo
Senator Tillis's FFY24 Questionnaire for	3/9/2023	Exhibit

## Appropriations Requests



*Grants Administration & Government Relations*  
130 W. Innes Street | Salisbury, NC 28144  
P: 980-565-5159 | E: [ann.kitalong-will@rowancountync.gov](mailto:ann.kitalong-will@rowancountync.gov)

To: Rowan County Board of Commissioners  
Rowan County Manager  
From: Ann Kitalong-Will  
Director, Grants Administration/Government Relations  
Date: 3/15/2023  
Subject: FFY24 Appropriations Requests

The process for Federal Congressionally Directed Spending Requests (appropriations requests) is now open. This is a competitive request process; US Senator Thom Tillis's office is accepting these funding requests for North Carolina.

Proposed projects must be for a 12-month period beginning in Federal Fiscal Year 24. If a project is selected for sub-committee submission by Senator Tillis, it will then be reviewed by the appropriate Senate Appropriations Subcommittees. Senate Appropriations decisions are expected to be made in October 2023, with funding made available in Spring 2024.

There are two (2) projects that may meet requirements set forth by Senator Tillis's funding priorities:

**1. Law Enforcement Crisis Intervention Training Program**

*Proposed Request Amount:* \$775,000

*Background:* It is nationally recognized that crisis intervention training for law enforcement is a critical component to promoting public safety by making sure that appropriate responses to individuals in crisis have access to treatment for behavioral/mental health conditions, intellectual disabilities, developmental disabilities, or physical disabilities.

*Project Summary:* Rowan County proposes to establish a crisis response/intervention training (CRIT) program using established accredited curricula and made available to law enforcement and detention center staff employed by Rowan County and its 10 municipalities. Rowan County project lead TBD.

**2. Rowan County Veterans Treatment Court (Rowan VTC)**

*Proposed Request Amount:* \$546,600

*Background:* VTCs are specialty/therapeutic courts under NC statute, operating as part court and part program to support veterans who have been charged with criminal offenses and who are eligible for alternative treatment court services.

There are currently only 5 VTCs operating in North Carolina, which has an estimated 637,000+ veterans<sup>1</sup>. Rowan County itself is home to just over 9,200 veterans.

*Project Summary:* Rowan County Commissioners passed a resolution on June 20, 2022, in support of establishing a VTC in Rowan County. Project will be led by Veteran Services Director Justan Mounts, with the 12-month funding to cover “start-up” costs associated with establishing such a Court. Rowan VTC will be a coordinated, community-based response and support system for eligible veterans through collaboration between Veterans Services and local agencies. Core service include assisting program participants to access treatment for substance use/alcoholism, mental health, while at the same time improving their academic/vocational skills.

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<sup>1</sup> <https://www.census.gov/quickfacts/fact/table/NC/PST045222>



## FY24 Congressionally Directed Spending Request Form

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1. How does this project benefit North Carolina? Please check the box or boxes below that best indicate which issue area the project falls within:

- ☐ Veterans, military members, and military spouses
- ☐ Law enforcement/first responders
- ☐ Rural communities
- ☐ Disaster prone communities
- ☐ Competitive advantage against foreign adversaries
- ☐ Working families
- ☐ Other

If Other, please specify:

2. Please select with Appropriation Subcommittee has jurisdiction over this request.

**STRATEGICS WILL ANSWER**

3. Which Subcommittee account authorizes funding for this request:

**STRATEGICS WILL ANSWER**

4. What is the project name:

5. What is the project purpose? Please note, this information provided to this question will be filed publicly.

6. Please fully describe and justify the request, including why the request is an appropriate use of taxpayer dollars.

7. What is the total funding amount requested? In the space below, please include a detailed summary of the cost breakdown.

8. Please list the Project City or County.

9. What is the recipient's name? Please note, the information provided to this question will be filed publicly.

10. Please provide the point of contact's full name, email address, phone number and physical address.

11. Is there any precedent for this funding request? If so, please provide examples of similar projects that were funded in prior years.

STRATEGICS WILL ANSWER

☐ Yes

☐ No

12. If applicable, please include examples of any compelling community support (i.e. Support from elected officials, community organizations, etc.).

13. If applicable, please list all public, private, and/or tribal partners involved with this project.

14. Please list every Congressional Member (US Senate & House) submitting this request on the applicant's behalf.

STRATEGICS WILL ANSWER

15. What are the funding sources for this project? Please also indicate the amount of funding secured through those channels.

☐ Local

☐ State,

☐ Federal

☐ Private

☐ Other

Amount of funding secured:

16. What will be the local, regional, and state benefit(s) of this project?

17. Disclose the projected job creation associated with this request, along with the timeline for job creation.

18. What is the projected return on investment for this request?

19. Please describe the economic impact of this project/request.

20. What is the cost benefit analysis? Please be sure to highlight any project elements dedicated to resiliency (i.e. the project's ability to withstand adverse events such as severe weather, flooding, and other threats and vulnerabilities that can severely damage or destroy infrastructure and facilities)

21. Provide a timeline for project completion.

22. Include any innovative strategies deployed. (i.e. new technology, public-private partnerships, and/or delivery)

23. If applicable, please summarize how this funding will contribute to project readiness.

- A. Environmental risk and permitting
- B. Technical feasibility and capacity
- C. Funding and financial readiness (obligating funds in a reasonable time)



**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:** 3/20/23  
**SUBJECT:** Consider Approval of the Minutes 3/6/23

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Please consider approval of the minutes of the March 6, 2023, regular meeting.

**ATTACHMENTS:**

**Description**

March 6, 2023

**Upload Date**

3/9/2023

**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

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS**

**March 6, 2023 – 3:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**

.....

#### **PRESENT:**

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

#### **ABSENT:**

Greg Edds, Chairman

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**

Vice-Chairman Greene called the meeting to order at 3:00 p.m. Chaplain Michael Taylor provided the invocation. Vice-Chairman Greene lead the Pledge of Allegiance.

#### **Consider Additions to the Agenda**

Commissioner Pierce requested to two items to the agenda:

- Extra Duty Pay for Detention Officers (ranked Lieutenant and below) as Agenda Item 3a.
- Extra Duty Pay for Patrol as Agenda Item 3b.

#### **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 4-0 to approve the agenda as amended.*

#### **Consider Approval of the Consent Agenda**

*On motion of Klusman, seconded by Pierce, the Board voted 4-0 to approve the Consent Agenda as presented, as follows:*

- A. Award Ambulance Purchase - Southeastern Specialty Vehicles*
- B. Sole-Source Gold Medal*
- C. 4H National Rifle Association Grant for Shooting Sports Clubs*

*D. Cooperative Extension/ Robertson Foundation Grants*

*E. Rowan Transit New Facility*

*F. Budget Amendments, as follows:*

<i>Library</i>	<i>To reduce funds for Library Services and Technology Act Bright ideas grant to actuals</i>	<i>\$1,822</i>
<i>Finance</i>	<i>To allocate Fiscal Year 2022 restricted sales tax to Rowan Salisbury Schools and Kannapolis City Schools capital improvements</i>	<i>\$4,809,045</i>
<i>Finance</i>	<i>Transfer American Rescue Plan Act funds to cover water flushing fees with City of Salisbury</i>	<i>\$120,000</i>
<i>Soil and Water</i>	<i>Increase budget for Tropical Storm Eta Grant and decrease for expired Hurricane Florence Grant</i>	<i>\$132,361</i>
<i>Water Fund</i>	<i>Transfer funds to cover additional costs for Chemical Booster Station</i>	<i>\$2,254</i>
<i>Parks</i>	<i>Increase budget for NC Science Museums Grant - Nature Center</i>	<i>\$75,000</i>
<i>Parks</i>	<i>Increase budget for American Rescue Plan Act Grant - Nature Center</i>	<i>\$141,079</i>
<i>Finance</i>	<i>Transfer funds for Vehicles Fleet Target and Non Target costs</i>	<i>\$583,723</i>
<i>Animal Services</i>	<i>Transfer funds for paving at the Animal Shelter</i>	<i>\$26,265</i>

*G. Donation of Surplus Vehicles to Rowan County Rescue Squad, Inc.*

*H. Rowan County Health Department – 2022/2023 Clinical Fee Schedule Updated*

*I. Rowan County Health Department – Designation as a Non-Public Forum*

*J. Schedule Public Hearing for Road Name Change for March 20, 2023*

*K. Capital Projects Ordinance - West End Plaza*

*L. GRANT FUNDING: Fiscal Year 2024 Consolidated Agreement between North Carolina Department of Health and Human Services and Rowan Public Health Department*

*M. Rowan County Health Department – 2022/2023 Environmental Health Fee Schedule*

*N. Children's Home Society of NC, Incorporated Change Order - Contract 22054*

*O. Approval of the Minutes of the February 20, 2023, Meeting*

*P. West End Plaza Contract*

*Q. Statement of No Overdue Taxes*

### **Public Comment Period**

There were no public comments.

### **Opioid Settlement Resolution and Supplemental Agreement**

Vice-Chairman Greene said the county has received approximately \$12 million from the first wave of the Opioid Settlement. A Resolution needs to be considered in order to receive funding from the second wave settlement.

*On motion of Pierce, seconded by Klusman, the Board voted 4-0 to approve the Resolution by the County of Rowan Authorizing Execution of Opioid Settlements and Approving the Supplemental Agreement for Additional Funds Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation and authorize the County Manager, County Finance Director, or County Attorney to sign the Supplemental Agreement and any additional related settlement documents, as follows:*

**RESOLUTION BY THE COUNTY OF ROWAN AUTHORIZING EXECUTION  
OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL  
AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH  
CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO  
THE SETTLEMENT OF OPIOID LITIGATION**

*WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);*

*WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and*

*WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and*

*WHEREAS, Rowan County like other governmental agencies providing local health care, mental health care, social services for families and children, law enforcement and detention facility management, has been substantially impacted both socially and financially by the rise in opioid abuse and its effect on children and families; and*

*WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and*

*WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and*

*WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and*

*WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and*

*WHEREAS, it is advantageous to all North Carolinians for local governments, including Rowan County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and*

*WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;*

*NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Rowan County hereby authorizes the County Manager, Finance Director or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.*

#### **Agenda Addition – Extra Duty Pay for Detention Center**

Vice-Chairman Greene explained this request was related to including exempt employees ranked lieutenant. The inclusion of the lieutenant rank was not clearly included in the introduction of this request at the February 2 Commissioners meeting when it was initially passed.

Commissioner Caskey asked for the start date to be amended to February 19<sup>th</sup> to align with the original request.

Commissioner Klusman asked why lieutenants were being included. County Manager Aaron Church said that it was to provide an additional incentive.

Lieutenant Jason Owens approached the podium and said there are approximately thirty open positions in the detention center and on patrol. Extra duty pay for the Detention Center was already voted on and approved in February. The lieutenants that are included in the current request are not administrative positions; they are “working” positions with a 40-hour compensatory time cap.

Mr. Church explained the differences between overtime and extra duty pay.

Commissioner Klusman asked what the plan is to fill positional openings. Lieutenant Owens explained current recruitment efforts. It generally takes several months to fully train new employees.

*On motion of Pierce, seconded by Caskey, the Board voted 4/0 to authorize the approval of extra duty pay for sheriff deputies and detention officers, ranked Lieutenant and below, at a rate of time and one-half of their regular hourly rate for each hour worked at the Jail outside normal work hours irrespective of time taken off during their normal work schedule effective from February 19, 2023, ending July 8, 2023.*

#### **Agenda Addition – Extra Duty Pay for Patrol**

Vice-Chairman Greene said this request was similar but was for those who worked on Patrol. It includes extra duty pay of time and one-half for those ranked Lieutenant and below when deputies work on patrol outside of their normal hours.

Commissioner Klusman asked for clarification regarding the language stating “irrespective of time taken off during their normal work schedule” and Mr. Church explained that deputies would be compensated at the extra duty pay rate regardless of time taken off out of normal working hours.

*On motion of Pierce, seconded by Caskey, the Board voted 4/0 to authorize the approval of extra duty pay for sheriff deputies, ranked Lieutenant and below, at a rate of time and one-half of their regular hourly rate for each hour worked on patrol outside normal work hours irrespective of time taken off during their normal work schedule effective from February 19, 2023, ending July 8, 2023.*

### **Board Appointments**

*On motion of Pierce, seconded by Caskey, the Board voted 4-0 to appoint David DeGrave to the Cleveland Community Volunteer Fire Department Fire Commissioners.*

*On motion of Klusman, seconded by Pierce, the Board voted 4-0 to appoint Kerry Mills to the Historic Landmark Commission.*

*On motion of Klusman, seconded by Pierce, the Board voted 4-0 to appoint Ryan Stowe to the Library Board.*

*On motion of Pierce, seconded by Caskey, the Board voted 4-0 to appoint Todd Kidd to the Miller Ferry Volunteer Fire Department Board of Trustees.*

*On motion of Pierce, seconded by Klusman, the Board voted 4-0 to appoint Samantha Allen to the Town of Rockwell Planning and Zoning Extra-Territorial Jurisdiction (ETJ).*

### **Closed Session**

*At 3:25 p.m. on motion of Greene, seconded by pierce, the Board voted 4-0 to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on February 20, 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)(5)(i) to establish or instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.*

### **Regular Session**

At 3:36 p.m. regular session resumed.

### **Adjournment**



At 3:36 p.m. Commissioner Klusman left the meeting without being excused.

*At 3:38 p.m., on motion of Pierce, seconded by Caskey, the Board voted 3-0 to adjourn.*

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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:** Anna Bumgarner, Finance Director  
**DATE:** 03/20/2023  
**SUBJECT:** Unclaimed Property

---

Unclaimed property consists of bank accounts, wages, utility deposits, insurance policy proceeds, stocks, bonds, and contents of safe deposit boxes that typically have been abandoned for one to five years. Funds become unclaimed because the company loses track of the consumer, due to an incorrect address or other missing information. By law, these funds are escheated, or turned over, to the Department of State Treasurer for safekeeping. Finance Department did a recent search for unclaimed funds owed to Rowan County. Attached are several claims that we will be requesting be returned to Rowan County.

As you can see on the attached documentation some of them read \$50 or greater so we do not have a total to be returned. Some of these claims require multiple signatures.

Attached Claim forms with multiple claims listed on each form.

Board of Commissioners to authorize the County Manager and Finance Director to sign attached forms where needed to claim funds from the North Carolina Unclaimed Property program.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Unclaimed Property	3/10/2023	Backup Material





UNCLAIMED PROPERTY

ALLEN MARTIN  
DEPUTY TREASURER

CLAIM FORM



Claim ID: 10517282

February 23, 2023

COUNTY OF ROWAN  
LESLIE BOYD  
130 W INNES ST  
SALISBURY, NC 28144-4375

**A. Claimant Information**

Name (s) if different than above: <b>Anna R. Bumgarner</b>	Daytime Phone: <b>(704) 216-8171</b>
Current Mailing Address if different than above:	
Email Address: <b>leslie.boyd@rowancountync.gov</b>	Last 4 Digits of SSN/Tax ID: <b>0336</b>

**B. Documentation Required**

You must submit all documents in the following list with this completed claim form, or your claim may be denied. If we do not receive a response from you within ninety (90) days from the date of this claim form, your claim will automatically be dropped from our system, and a new claim would need to be filed. After review, additional documents may be requested.

- ☐ **Reported Address** Please provide proof of reported address(es) as shown in Box C of the claim form, such as a past utility bill, bank statement, credit report, etc.
- ☐ **Position and Authority** Please provide proof of the claiming officer's position. Acceptable proof of position could include a business card, organizational chart, company letterhead, or a letter of authority issued by a corporate officer.
- ☐ **Signed Claim Form** Please return the claim form, signed by ALL Claimants, to our office.
- ☐ **Affidavit and Indemnity Agreement** Please provide the attached Affidavit and Indemnity Agreement. It should be signed by the authorized officer of the company claiming the funds and by another authorized officer of the company as a witness.

**C. Property Information**

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
ROWAN CO ENVIRO SER JULIAN RD SALISBURY, NC 28144	COCA COLA BOTTLING CO CONSOLIDATED 4100 Coca Cola Plz Charlotte, NC 28211-3588	1995	VENDOR CHECKS	441991	<b>\$50.00 or Greater</b>
ROWAN CTY REGISTER OF DEE P O BOX 2568 SALISBURY, NC 28145	ERIE CONSTRUCTION MID-WEST INC 4271 MONROE ST TOLEDO, OH 43606-	1997	PAYMENTS FOR GOODS & SERVICES	810455	<b>\$12.00</b>



Property Information continued.....

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
ROWAN COUNTY REGISTER P O BOX 2568 SALISBURY, NC 28145-2568	WELLS FARGO BANK MINNESOTA, N.A. SIXTH AND MARQUETTE MINNEAPOLIS, MN 55479-0113	1999	PRINCIPAL PAYMENTS	929216	<b>\$10.00</b>
ROWAN COUNTY REGISTER P O BOX 2568 SALISBURY, NC 28145-2568	WELLS FARGO BANK MINNESOTA, N.A. SIXTH AND MARQUETTE MINNEAPOLIS, MN 55479-0113	1999	PRINCIPAL PAYMENTS	929217	<b>\$10.00</b>
REGISTER OF DEEDS OF ROWAN COUNTY 402 N MAIN ST SALISBURY, NC 28144	ORIX FINANCIAL SERVICES INC 600 TOWN PARK LAND KENNESAW, GA 30144-3729	2003	ACCOUNTS PAYABLE	2080275	<b>\$50.00 or Greater</b>
ROWAN COUNTY TAX COLLECTOR 402 NORTH MAIN STREET SALISBURY, NC 28144	TD AUTO FINANCE LLC 27777 INKSTER RD FARMINGTON HILLS, MI 48334	2011	CREDIT BALANCES (3 RETAIL/5 OTHER)	7149530	<b>\$50.00 or Greater</b>
ROWAN COUNTY TAX COLLECTOR 402 NORTH MAIN STREET SALISBURY, NC 28144	TD AUTO FINANCE LLC 27777 INKSTER RD FARMINGTON HILLS, MI 48334	2011	CREDIT BALANCES (3 RETAIL/5 OTHER)	7149531	<b>\$50.00 or Greater</b>
ROWAN COUNTY REGISTER OF DEEDS P O BOX 2568 SALISBURY, NC 28145-2568	DUKE ENERGY CORP GL 400 S TRYON ST - DEC44A CHARLOTTE, NC 28202	2011	VENDOR CHECKS	7389573	<b>\$50.00 or Greater</b>
ROWAN COUNTY REGISTER OF DEEDS PO BOX 2568 SALISBURY, NC 28145-2568	DUKE ENERGY CORP GL 400 S TRYON ST - DEC44A CHARLOTTE, NC 28202	2011	VENDOR CHECKS	7389595	<b>\$50.00 or Greater</b>
ROWAN COUNTY REGISTER OF DEEDS PO BOX 2562 SALISBURY, NC 28145-2568	DUKE ENERGY CORP GL 400 S TRYON ST - DEC44A CHARLOTTE, NC 28202	2011	VENDOR CHECKS	7389615	<b>\$50.00 or Greater</b>
COUNTY ROWAN 402 N MAIN ST ROCKWELL, NC 28138-8138	OFFICE DEPOT INC 6600 N MILITARY TRAIL MC S430A BOCA RATON, FL 33496	2012	MISC OUTSTANDING CHECKS	7773427	<b>\$20.00</b>
ROWAN COUNTY REGISTER OF DEEDS PO BOX 2568 SALISBURY, NC 28145	DUKE ENERGY CORP GL 400 S TRYON ST - DEC44A CHARLOTTE, NC 28202	2013	VENDOR CHECKS	8965435	<b>\$17.00</b>
ROWAN COUNTY REGISTER OF DEEDS PO BOX 2568 SALISBURY, NC 28145	DUKE ENERGY CORP GL 400 S TRYON ST - DEC44A CHARLOTTE, NC 28202	2013	VENDOR CHECKS	8965441	<b>\$50.00 or Greater</b>
ROWAN COUNTY ROD 402 N MAIN ST SALISBURY, NC 28144	ACCURATE GROUP LLC 9013 PERIMETER WOODS DR CHARLOTTE, NC 28216	2013	OUTSTANDING OFFICIAL CHECKS	9428895	<b>\$35.00</b>
ROWAN COUNTY REGISTER 402 N MAIN STREET 102 SALISBURY, NC 28144	INTERBAY FUNDING LLC 4425 PONCE DE LEON BLVD CORAL GABLES, FL 33146	2013	ACCOUNTS PAYABLE	9723623	<b>\$20.00</b>
ROWAN COUNTY OFFICE BLDG 402 N. MAIN STREET SALISBURY, NC 28144	NOVANT HEALTH INC. 1801 California St, #2200 denver, CO 80202	2015	ACCOUNTS PAYABLE	10953765	<b>\$14.00</b>



Property Information continued.....

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
ROWAN COUNTY OFFICE BLDG 402 N. MAIN STREET SALISBURY, NC 28144	NOVANT HEALTH INC. 1801 California St, #2200 denver, CO 80202	2015	ACCOUNTS PAYABLE	10953766	<b>\$14.00</b>
ROWAN COUNTY REGISTER OF DEEDS 402 N MAIN ST SALISBURY, NC 28144	NOVANT HEALTH INC. 1801 California St, #2200 denver, CO 80202	2015	ACCOUNTS PAYABLE	10953767	<b>\$14.00</b>
ROWAN COUNTY TAX COLLECTOR 402 N MAIN ST SALISBURY, NC 28144	HSBC FINANCE CORP 2929 WALDEN AVE C7A DEPEW, NY 14043	2015	CASHIER'S CHECKS	11407930	<b>\$50.00 or Greater</b>
ROWAN COUNTY REGISTER OF DEEDS 402 N MAIN ST SALISBURY, NC 28144	NOVANT HEALTH INC. 1801 California St, #2200 denver, CO 80202	2016	ACCOUNTS PAYABLE	12924623	<b>\$14.00</b>
ROWAN CO GOVERNMENT WEST END PLAZA STEVE 1935 JAKE ALEXANDER BLVD SALISBURY, NC 28147	SONOCO PRODUCTS COMPANY 1 N 2ND ST TREASURY B01 HARTSVILLE, SC 29550	2017	ACCOUNTS PAYABLE	14044631	<b>\$50.00 or Greater</b>
ROWAN COUNTY REGISTER OF DEEDS 402 N MAIN ST SALISBURY, NC 28144	NOVANT HEALTH INC. 1801 California St, #2200 denver, CO 80202	2017	ACCOUNTS PAYABLE	14439969	<b>\$26.00</b>
ROWAN COUNTY REGISTER OF DEED 402 N MAIN ST SALISBURY, NC 28144	SERVICE CORP INTL 1929 ALLEN PARKWAY HOUSTON, TX 77019	2017	VENDOR CHECKS	14567730	<b>\$20.00</b>
ROWAN COUNTY PO BOX 863 LEWISVILLE, NC 27023	UNITED OF OMAHA LIFE INSURANCE CO 3300 MUTUAL OF OMAHA PLAZA OMAHA, NE 68175	2017	INDIVIDUAL POLICY BENEFITS OR CLAIM PAYMENTS	14741931	<b>\$50.00 or Greater</b>
ROWAN COUNTY PO BOX 863 LEWISVILLE, NC 27023-0863	WISCONSIN PHYSICIANS SERVICE INSURANCE CORPORATION 1717 WEST BROADWAY MADISON, WI 53708- 8190	2018	INDIVIDUAL POLICY BENEFITS OR CLAIM PAYMENTS	15408120	<b>\$50.00 or Greater</b>
COUNTY OF ROWAN PO BOX 863 LEWISVILLE, NC 27023	WASHINGTON NATIONAL INS CO P O BOX 1922 CARMEL, IN 46082	2018	OTHER AMOUNTS DUE UNDER POLICY TERMS	15923044	<b>\$50.00 or Greater</b>
ROWAN COUNTY AMBULANCE PO BOX 863 LEWISVILLE, NC 27023-.086	NC DEPT OF PUBLIC SAFETY 2020 YONKERS RD RALEIGH, NC 27699	2019	WAGES, PAYROLL, SALARIES	19096000	<b>\$50.00 or Greater</b>
ROWAN COUNTY, AMBULANCE PO BOX 863 LEWISVILLE, NC 27023-.086	NC DEPT OF PUBLIC SAFETY 2020 YONKERS RD RALEIGH, NC 27699	2020	PAYMENTS FOR GOODS & SERVICES	20542728	<b>\$50.00 or Greater</b>
ROWAN COUNTY REGISTER OF DEEDS 402 N. MAIN ST. STE 102 SALISBURY, NC 28144	CITIZENS BANK N.A. (060-2) 525 WILLIAM PENN PL PITTSBURGH, PA 15219	2021	OUTSTANDING OFFICIAL CHECKS	21837743	<b>\$26.00</b>
ROWAN COUNTY SHERIFFS OFFICE 232 N MAIN STREET SALISBURY, NC 28144	BELL DAVIS & PITT PA P O BOX 21029 WINSTON SALEM, NC 27120	2021	EXPENSE CHECKS	22600207	<b>\$50.00 or Greater</b>



Property Information continued.....

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
ROWAN COUNTY ANIMAL CONTROL 1465 JULIAN RD SALISBURY, NC 28146	GALLS LLC 1340 RUSSELL CAVE RD LEXINGTON, KY 40505	2022	ACCOUNTS PAYABLE	23521790	<b>\$13.90</b>
ROWAN COUNTY EMS PO BOX 663 LEWISVILLE, NC 27023	ELEVANCE HEALTH INC ***** CINCINNATI, OH 45209	2022	GROUP POLICY BENEFIT OR CLAIM BENEFITS	23882769	<b>\$50.00 or Greater</b>

**D. Affidavit**

All claimants to the listed property must sign this claim form below. If the claimant is a business entity, this claim must be executed by an officer of the business entity and must include evidence of the officer's position and/or authority to act on behalf of the business entity.

The named claimant(s) hereby certifies that this claim for the listed property and any other property identified by the North Carolina Department of State Treasurer ("Department"), is valid and just, that all statements and documents produced by claimant(s) are true and correct, and that upon payment of this claim, said claimant(s) shall indemnify, save harmless, and defend the Escheat Fund, the State of North Carolina, the Department, the North Carolina State Treasurer, and their officers, employees, and agents, from any other claim arising out of or in connection with the payment of this claim, or from any loss or liability resulting from the payment of this claim. **Any person making a fraudulent claim may be subject to criminal prosecution.**

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Claimant Signature (if Applicable)

\_\_\_\_\_  
Date

**Final Instructions**

Please submit the completed claim form, along with the required documents listed in Section B, at your earliest convenience. Failure to follow these instructions could result in a delay of processing your claim.

- You may securely upload your documents directly on our website using the green 'Claim Document Upload' tile at [www.NCCash.com](http://www.NCCash.com). Your Claim ID can be found in the top right corner of this claim form.
- You may mail your documents to the address below. However, mailing documents may lengthen the processing time.

North Carolina Department of State Treasurer  
PO Box 20431  
Raleigh, North Carolina 27619-0431

NOTE: Due to the Department's established business procedures for processing mail, we are unable to honor special requests for mail, such as returning original document, using self-addressed prepaid envelopes, etc. If you have questions, please visit [www.NCCash.com/Support](http://www.NCCash.com/Support) to view frequently asked questions regarding the claims process.





AFFIDAVIT AND INDEMNITY AGREEMENT



Claim ID: 10517282

February 23, 2023

**Section 1 - To be completed by Claimant and Notarized**

I, \_\_\_\_\_, \_\_\_\_\_, being duly sworn, deposes and says:  
(Authorized Officer's Name) (Title)

1. That I am authorized to act for COUNTY OF ROWAN, hereinafter "Claimant", in matters relating to the unclaimed property which is the subject of this Affidavit and am authorized to make the representations and agreements contained herein.
2. That I have examined relevant company records and the information provided by the North Carolina Unclaimed Property Program relating to the property and have determined (a) that Claimant is the rightful owner of the property identified by Property ID # (s) listed below and located on the claim form attached and (b) that the property is solely property of the Claimant and not property of a franchisee or property previously conveyed by the Claimant or otherwise disposed of to another business entity or individual.
3. That, as required in NCGS 116B-67(e), the Claimant shall indemnify, save harmless, and defend the State, the Treasurer, and the Escheat Fund from any claim arising out of or in connection with refund of this money, and should information be discovered that demonstrates that a particular property actually belongs to another business entity or individual, the Claimant shall return to the State Treasurer a sum equal to the amount of the particular property claimed.
4. That of my personal knowledge I know this Affidavit to be true.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

County of \_\_\_\_\_, State of \_\_\_\_\_

Signed and sworn to (or affirmed) before me this day by \_\_\_\_\_  
Name of Authorized Officer

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_, Notary Public  
Notary's Printed Name

(Official Seal)



1. That I am authorized to act as a witness to the execution of this document for the Claimant in matters relating to the unclaimed property which is the subject of this Affidavit.
2. That this Affidavit and Agreement was executed by an officer of the Claimant who is known to me and who is authorized by the Claimant to execute this affidavit and indemnity agreement.



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**COUNTY OF ROWAN**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

**LOCAL GOVERNMENT**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**130 WEST INNES STREET**

6 City, state, and ZIP code

**SALISBURY, NC 28144**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

- -

or

**Employer identification number**

5 6 - 6 0 0 0 3 3 6

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Anna R. Bumgarner*

Date ► 01/19/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Anna R. Bumgarner  
*Finance Director*



Lisa F. Bevis  
*Assistant Finance Director*

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326  
Telephone 704-216-8170 • Fax 704-216-8166

Equal Opportunity Employer







UNCLAIMED PROPERTY

ALLEN MARTIN  
DEPUTY TREASURER

CLAIM FORM



Claim ID: 10517157

February 23, 2023

COUNTY OF ROWAN  
LESLIE BOYD  
130 W INNES ST  
SALISBURY, NC 28144-4375

**A. Claimant Information**

Name (s) if different than above: <b>Anna R. Bumgarner</b>	Daytime Phone: <b>(704) 216-8171</b>
Current Mailing Address if different than above:	
Email Address: <b>leslie.boyd@rowancountync.gov</b>	Last 4 Digits of SSN/Tax ID: <b>0336</b>

**B. Documentation Required**

You must submit all documents in the following list with this completed claim form, or your claim may be denied. If we do not receive a response from you within ninety (90) days from the date of this claim form, your claim will automatically be dropped from our system, and a new claim would need to be filed. After review, additional documents may be requested.

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Driver's License</b>                  | Please provide a copy of current driver's license or other official government issued photo ID (U.S. passport, military ID card) for ALL Claimants.  |
| <input type="checkbox"/> <b>Reported Address</b>                  | Please provide proof of reported address(es) as shown in Box C of the claim form, such as a past utility bill, bank statement, credit report, etc.   |
| <input type="checkbox"/> <b>Notarized Signature</b>               | Please obtain valid notarization(s) for ALL signatures.  |
| <input type="checkbox"/> <b>Position and Authority</b>            | Please provide proof of the claiming officer's position. Acceptable proof of position could include a business card, organizational chart, company letterhead, or a letter of authority issued by a corporate officer. |
| <input type="checkbox"/> <b>Signed Claim Form</b>                 | Please return the claim form, signed by ALL Claimants, to our office.  |
| <input type="checkbox"/> <b>Affidavit and Indemnity Agreement</b> | Please provide the attached Affidavit and Indemnity Agreement. It should be signed by the authorized officer of the company claiming the funds and by another authorized officer of the company as a witness.          |

**C. Property Information**

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
ROWAN CO 402 NORTH MAIN STREET SALISBURY, NC 28144	ROWAN COUNTY CSC 210 N MAIN STREET SALISBURY, NC 28144	2018	REAL PROPERTY PROCEEDS	14866254	\$50.00 or Greater



Property Information continued.....

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
ROWAN CO 402 N MAIN STREET SALISBURY, NC 28144	ROWAN COUNTY CSC 210 N MAIN STREET SALISBURY, NC 28144	2018	OTHER COURT DEPOSITS	14866256	<b>\$50.00 or Greater</b>

**D. Affidavit**

All claimants to the listed property must sign this claim form below. If the claimant is a business entity, this claim must be executed by an officer of the business entity and must include evidence of the officer's position and/or authority to act on behalf of the business entity.

The named claimant(s) hereby certifies that this claim for the listed property and any other property identified by the North Carolina Department of State Treasurer ("Department"), is valid and just, that all statements and documents produced by claimant(s) are true and correct, and that upon payment of this claim, said claimant(s) shall indemnify, save harmless, and defend the Escheat Fund, the State of North Carolina, the Department, the North Carolina State Treasurer, and their officers, employees, and agents, from any other claim arising out of or in connection with the payment of this claim, or from any loss or liability resulting from the payment of this claim. **Any person making a fraudulent claim may be subject to criminal prosecution.**

\_\_\_\_\_  
Signature of Claimant Date

County of \_\_\_\_\_, State of \_\_\_\_\_

Signed and sworn to (or affirmed) before me this day by \_\_\_\_\_  
Name of Claimant

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
My Commission Expires Official Signature of Notary

\_\_\_\_\_, Notary Public  
Notary's Printed Name

(Official Seal)



**Final Instructions**

Please submit the completed claim form, along with the required documents listed in Section B, at your earliest convenience. Failure to follow these instructions could result in a delay of processing your claim.

- You may securely upload your documents directly on our website using the green 'Claim Document Upload' tile at [www.NCCash.com](http://www.NCCash.com). Your Claim ID can be found in the top right corner of this claim form.
- You may mail your documents to the address below. However, mailing documents may lengthen the processing time.

North Carolina Department of State Treasurer  
PO Box 20431  
Raleigh, North Carolina 27619-0431

NOTE: Due to the Department's established business procedures for processing mail, we are unable to honor special requests for mail, such as returning original document, using self-addressed prepaid envelopes, etc. If you have questions, please visit [www.NCCash.com/Support](http://www.NCCash.com/Support) to view frequently asked questions regarding the claims process.





UNCLAIMED PROPERTY

ALLEN MARTIN  
DEPUTY TREASURER

AFFIDAVIT AND INDEMNITY AGREEMENT



Claim ID: 10517157

February 23, 2023

**Section 1 - To be completed by Claimant and Notarized**

- I, \_\_\_\_\_, \_\_\_\_\_, being duly sworn, deposes and says:
- (Authorized Officer's Name) (Title)
1. That I am authorized to act for COUNTY OF ROWAN, hereinafter "Claimant", in matters relating to the unclaimed property which is the subject of this Affidavit and am authorized to make the representations and agreements contained herein.
  2. That I have examined relevant company records and the information provided by the North Carolina Unclaimed Property Program relating to the property and have determined (a) that Claimant is the rightful owner of the property identified by Property ID # (s) listed below and located on the claim form attached and (b) that the property is solely property of the Claimant and not property of a franchisee or property previously conveyed by the Claimant or otherwise disposed of to another business entity or individual.
  3. That, as required in NCGS 116B-67(e), the Claimant shall indemnify, save harmless, and defend the State, the Treasurer, and the Escheat Fund from any claim arising out of or in connection with refund of this money, and should information be discovered that demonstrates that a particular property actually belongs to another business entity or individual, the Claimant shall return to the State Treasurer a sum equal to the amount of the particular property claimed.
  4. That of my personal knowledge I know this Affidavit to be true.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

County of \_\_\_\_\_, State of \_\_\_\_\_

Signed and sworn to (or affirmed) before me this day by \_\_\_\_\_  
Name of Authorized Officer

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_, Notary Public  
Notary's Printed Name

(Official Seal)



1. That I am authorized to act as a witness to the execution of this document for the Claimant in matters relating to the unclaimed property which is the subject of this Affidavit.
2. That this Affidavit and Agreement was executed by an officer of the Claimant who is known to me and who is authorized by the Claimant to execute this affidavit and indemnity agreement.

_____ <i>Signature of Authorized Officer</i>	_____ <i>Date</i>
---	----------------------

County of \_\_\_\_\_, State of \_\_\_\_\_

Signed and sworn to (or affirmed) before me this day by \_\_\_\_\_  
Name of Authorized Officer

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires \_\_\_\_\_ Official Signature of Notary \_\_\_\_\_

\_\_\_\_\_, Notary Public  
Notary's Printed Name

(Official Seal)

## Property IDs

14866254, 14866256



Anna R. Bumgarner  
*Finance Director*



Lisa F. Bevis  
*Assistant Finance Director*

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

Telephone 704-216-8170 • Fax 704-216-8166

Equal Opportunity Employer





# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>COUNTY OF ROWAN</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ► <b>LOCAL GOVERNMENT</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>3</b>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>130 WEST INNES STREET</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>SALISBURY, NC 28144</b>	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	6		-	6	0	0	0	3	3	6

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Anna R. Bumgarner</i>	Date ► 01/19/2023
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





UNCLAIMED PROPERTY

ALLEN MARTIN  
DEPUTY TREASURER

CLAIM FORM



Claim ID: 10517167

February 23, 2023

COUNTY OF ROWAN  
LESLIE BOYD  
130 W INNES ST  
SALISBURY, NC 28144-4375

**A. Claimant Information**

Name (s) if different than above: <b>Anna R. Bumgarner</b>	Daytime Phone: <b>(704) 216-8171</b>
Current Mailing Address if different than above:	
Email Address: <b>leslie.boyd@rowancountync.gov</b>	Last 4 Digits of SSN/Tax ID: <b>0336</b>

**B. Documentation Required**

You must submit all documents in the following list with this completed claim form, or your claim may be denied. If we do not receive a response from you within ninety (90) days from the date of this claim form, your claim will automatically be dropped from our system, and a new claim would need to be filed. After review, additional documents may be requested.

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Driver's License</b>                  | Please provide a copy of current driver's license or other official government issued photo ID (U.S. passport, military ID card) for ALL Claimants.  |
| <input type="checkbox"/> <b>Reported Address</b>                  | Please provide proof of reported address(es) as shown in Box C of the claim form, such as a past utility bill, bank statement, credit report, etc.   |
| <input type="checkbox"/> <b>Notarized Signature</b>               | Please obtain valid notarization(s) for ALL signatures.  |
| <input type="checkbox"/> <b>Position and Authority</b>            | Please provide proof of the claiming officer's position. Acceptable proof of position could include a business card, organizational chart, company letterhead, or a letter of authority issued by a corporate officer. |
| <input type="checkbox"/> <b>Signed Claim Form</b>                 | Please return the claim form, signed by ALL Claimants, to our office.  |
| <input type="checkbox"/> <b>Affidavit and Indemnity Agreement</b> | Please provide the attached Affidavit and Indemnity Agreement. It should be signed by the authorized officer of the company claiming the funds and by another authorized officer of the company as a witness.          |

**C. Property Information**

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
DSS DIRECTOR ROWAN 1236 W INNES ST SALISBURY, NC 28144	NC DHHS - DIV OF SOCIAL SERVICES (DSS) 2019 MAIL SERVICE CENTER RALEIGH, NC 27699	2006	WARRANTS	3568586	<b>\$50.00 or Greater</b>



Property Information continued.....

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
ROWAN COUNTY 402 NORTH MAIN STREET SALISBURY, NC 28144	ROWAN COUNTY CSC 210 N MAIN STREET SALISBURY, NC 28144	2018	REAL PROPERTY PROCEEDS	14866255	<b>\$50.00 or Greater</b>
ROWAN COUNTY ADMIN 130 W INNES ST SALISBURY, NC 28144-4375	STATE FARM MUTUAL AUTO INS CO 3 STATE FARM PLAZA SOUTH P-4 BLOOMINGTON, IL 61791-0001	2018	INDIVIDUAL POLICY BENEFITS OR CLAIM PAYMENTS	15689371	<b>\$50.00 or Greater</b>
ROWAN COUNTY OFFICE ROWAN COUNTY TA 402 N MAIN ST SALISBURY, NC 28144	Delhaize America Shared Service Grp LLC PO BOX 1330 SALISBURY, NC 28146	2018	WAGES, PAYROLL, SALARIES	16022257	<b>\$16.30</b>

**D. Affidavit**

All claimants to the listed property must sign this claim form below. If the claimant is a business entity, this claim must be executed by an officer of the business entity and must include evidence of the officer's position and/or authority to act on behalf of the business entity.

The named claimant(s) hereby certifies that this claim for the listed property and any other property identified by the North Carolina Department of State Treasurer ("Department"), is valid and just, that all statements and documents produced by claimant(s) are true and correct, and that upon payment of this claim, said claimant(s) shall indemnify, save harmless, and defend the Escheat Fund, the State of North Carolina, the Department, the North Carolina State Treasurer, and their officers, employees, and agents, from any other claim arising out of or in connection with the payment of this claim, or from any loss or liability resulting from the payment of this claim. **Any person making a fraudulent claim may be subject to criminal prosecution.**



\_\_\_\_\_  
*Signature of Claimant* \_\_\_\_\_ *Date*

County of \_\_\_\_\_, State of \_\_\_\_\_

Signed and sworn to (or affirmed) before me this day by \_\_\_\_\_  
*Name of Claimant*

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*My Commission Expires* \_\_\_\_\_ *Official Signature of Notary*  
 \_\_\_\_\_, Notary Public  
*Notary's Printed Name*

(Official Seal)

### Final Instructions

Please submit the completed claim form, along with the required documents listed in Section B, at your earliest convenience. Failure to follow these instructions could result in a delay of processing your claim.

- You may securely upload your documents directly on our website using the green 'Claim Document Upload' tile at [www.NCCash.com](http://www.NCCash.com). Your Claim ID can be found in the top right corner of this claim form.
- You may mail your documents to the address below. However, mailing documents may lengthen the processing time.

North Carolina Department of State Treasurer  
 PO Box 20431  
 Raleigh, North Carolina 27619-0431

NOTE: Due to the Department's established business procedures for processing mail, we are unable to honor special requests for mail, such as returning original document, using self-addressed prepaid envelopes, etc. If you have questions, please visit [www.NCCash.com/Support](http://www.NCCash.com/Support) to view frequently asked questions regarding the claims process.





UNCLAIMED PROPERTY

ALLEN MARTIN  
DEPUTY TREASURER

AFFIDAVIT AND INDEMNITY AGREEMENT



Claim ID: 10517167

February 23, 2023

**Section 1 - To be completed by Claimant and Notarized**

I, \_\_\_\_\_, \_\_\_\_\_, being duly sworn, deposes and says:  
(Authorized Officer's Name) (Title)

1. That I am authorized to act for COUNTY OF ROWAN, hereinafter "Claimant", in matters relating to the unclaimed property which is the subject of this Affidavit and am authorized to make the representations and agreements contained herein.
2. That I have examined relevant company records and the information provided by the North Carolina Unclaimed Property Program relating to the property and have determined (a) that Claimant is the rightful owner of the property identified by Property ID # (s) listed below and located on the claim form attached and (b) that the property is solely property of the Claimant and not property of a franchisee or property previously conveyed by the Claimant or otherwise disposed of to another business entity or individual.
3. That, as required in NCGS 116B-67(e), the Claimant shall indemnify, save harmless, and defend the State, the Treasurer, and the Escheat Fund from any claim arising out of or in connection with refund of this money, and should information be discovered that demonstrates that a particular property actually belongs to another business entity or individual, the Claimant shall return to the State Treasurer a sum equal to the amount of the particular property claimed.
4. That of my personal knowledge I know this Affidavit to be true.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

County of \_\_\_\_\_, State of \_\_\_\_\_

Signed and sworn to (or affirmed) before me this day by \_\_\_\_\_  
Name of Authorized Officer

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_, Notary Public  
Notary's Printed Name

(Official Seal)

Page 1 of 2 - Both pages must be completed and returned.



1. That I am authorized to act as a witness to the execution of this document for the Claimant in matters relating to the unclaimed property which is the subject of this Affidavit.
2. That this Affidavit and Agreement was executed by an officer of the Claimant who is known to me and who is authorized by the Claimant to execute this affidavit and indemnity agreement.



Anna R. Bumgarner  
*Finance Director*



Lisa F. Bevis  
*Assistant Finance Director*

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326  
Telephone 704-216-8170 • Fax 704-216-8166

Equal Opportunity Employer





## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>COUNTY OF ROWAN</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ► <b>LOCAL GOVERNMENT</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>3</b>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>130 WEST INNES STREET</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>SALISBURY, NC 28144</b>	
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	6		-	6	0	0	0	3 3 6

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Anna R. Bumgarner</i>	Date ► 01/19/2023
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





UNCLAIMED PROPERTY

ALLEN MARTIN  
DEPUTY TREASURER

CLAIM FORM



Claim ID: 10517173

February 23, 2023

COUNTY OF ROWAN  
LESLIE BOYD  
130 W INNES ST  
SALISBURY, NC 28144-4375

**A. Claimant Information**

Name (s) if different than above: <b>Anna R. Bumgarner</b>	Daytime Phone: <b>(704) 216-8171</b>
Current Mailing Address if different than above:	
Email Address: <b>leslie.boyd@rowancountync.gov</b>	Last 4 Digits of SSN/Tax ID: <b>0336</b>

**B. Documentation Required**

You must submit all documents in the following list with this completed claim form, or your claim may be denied. If we do not receive a response from you within ninety (90) days from the date of this claim form, your claim will automatically be dropped from our system, and a new claim would need to be filed. After review, additional documents may be requested.

- ☐ **Reported Address** Please provide proof of reported address(es) as shown in Box C of the claim form, such as a past utility bill, bank statement, credit report, etc.
- ☐ **Position and Authority** Please provide proof of the claiming officer's position. Acceptable proof of position could include a business card, organizational chart, company letterhead, or a letter of authority issued by a corporate officer.
- ☐ **Signed Claim Form** Please return the claim form, signed by ALL Claimants, to our office.
- ☐ **Affidavit and Indemnity Agreement** Please provide the attached Affidavit and Indemnity Agreement. It should be signed by the authorized officer of the company claiming the funds and by another authorized officer of the company as a witness.

**C. Property Information**

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
ROWAN COUNTY GOVERNMENT DEBBIE HOLSHOUSE 130 WEST INNES STREET SALISBURY, NC 28144	RELIASTAR LIFE INSURANCE CO 5780 POWERS FERRY RD ATLANTA, GA 30327	2014	OTHER AMOUNTS DUE UNDER POLICY TERMS	10835764	<b>\$50.00 or Greater</b>
ROWAN COUNTY GOVERNMENT 130 WEST INNES STREET SALISBURY, NC 28144	CONTINENTAL AMERICAN INSURANCE 1932 Wynnton Rd Columbus, GA 31999-0001	2017	PREMIUM REFUNDS	14722058	<b>\$30.96</b>



Property Information continued.....

Reported Owner(s) and Address(es)	Holder / Security Issue	Report Year	Type of Property	Property ID	Value
ROWAN COUNTY GOVERNMENT 130 WEST INNES STREET SALISBURY, NC 28144	CONTINENTAL AMERICAN INSURANCE 1932 Wynnton Rd Columbus, GA 31999-0001	2017	PREMIUM REFUNDS	14722059	<b>\$50.00 or Greater</b>
ROWAN COUNTY GOVERNMENT 130 WEST INNES ST ATTN: DEBBIE HOLSHOUSER SALISBURY, NC 28144	AMERICAN HERITAGE LIFE INS CO 8209 IBM DRIVE CHARLOTTE, NC 28237-7946	2019	INDIVIDUAL POLICY BENEFITS OR CLAIM PAYMENTS	19310168	<b>\$18.60</b>
ROWAN COUNTY GOVERNMENT 130 WEST INNES STREET SALISBURY, NC 28144	CONTINENTAL AMERICAN INSURANCE 1932 Wynnton Rd Columbus, GA 31999-0001	2020	PREMIUM REFUNDS	20951608	<b>\$13.46</b>
ROWAN COUNTY GOVERNMENT 130 WEST INNES ST SALISBURY, NC 28144	AMERICAN HERITAGE LIFE INS CO 8209 IBM DRIVE CHARLOTTE, NC 28237-7946	2021	INDIVIDUAL POLICY BENEFITS OR CLAIM PAYMENTS	22813769	<b>\$50.00 or Greater</b>
ROWAN COUNTY GOVERNMENT 130 WEST INNES STREET SALISBURY, NC 28144	CONTINENTAL AMERICAN INSURANCE 1932 Wynnton Rd Columbus, GA 31999-0001	2021	PREMIUM REFUNDS	22820224	<b>\$24.72</b>

**D. Affidavit**

All claimants to the listed property must sign this claim form below. If the claimant is a business entity, this claim must be executed by an officer of the business entity and must include evidence of the officer's position and/or authority to act on behalf of the business entity.

The named claimant(s) hereby certifies that this claim for the listed property and any other property identified by the North Carolina Department of State Treasurer ("Department"), is valid and just, that all statements and documents produced by claimant(s) are true and correct, and that upon payment of this claim, said claimant(s) shall indemnify, save harmless, and defend the Escheat Fund, the State of North Carolina, the Department, the North Carolina State Treasurer, and their officers, employees, and agents, from any other claim arising out of or in connection with the payment of this claim, or from any loss or liability resulting from the payment of this claim. **Any person making a fraudulent claim may be subject to criminal prosecution.**

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Claimant Signature (if Applicable)

\_\_\_\_\_  
Date



**Final Instructions**

Please submit the completed claim form, along with the required documents listed in Section B, at your earliest convenience. Failure to follow these instructions could result in a delay of processing your claim.

- You may securely upload your documents directly on our website using the green 'Claim Document Upload' tile at [www.NCCash.com](http://www.NCCash.com). Your Claim ID can be found in the top right corner of this claim form.
- You may mail your documents to the address below. However, mailing documents may lengthen the processing time.

North Carolina Department of State Treasurer  
PO Box 20431  
Raleigh, North Carolina 27619-0431

NOTE: Due to the Department's established business procedures for processing mail, we are unable to honor special requests for mail, such as returning original document, using self-addressed prepaid envelopes, etc. If you have questions, please visit [www.NCCash.com/Support](http://www.NCCash.com/Support) to view frequently asked questions regarding the claims process.





UNCLAIMED PROPERTY

ALLEN MARTIN  
DEPUTY TREASURER

AFFIDAVIT AND INDEMNITY AGREEMENT



Claim ID: 10517173

February 23, 2023

**Section 1 - To be completed by Claimant and Notarized**

I, \_\_\_\_\_, \_\_\_\_\_, being duly sworn, deposes and says:  
(Authorized Officer's Name) (Title)

1. That I am authorized to act for COUNTY OF ROWAN, hereinafter "Claimant", in matters relating to the unclaimed property which is the subject of this Affidavit and am authorized to make the representations and agreements contained herein.
2. That I have examined relevant company records and the information provided by the North Carolina Unclaimed Property Program relating to the property and have determined (a) that Claimant is the rightful owner of the property identified by Property ID # (s) listed below and located on the claim form attached and (b) that the property is solely property of the Claimant and not property of a franchisee or property previously conveyed by the Claimant or otherwise disposed of to another business entity or individual.
3. That, as required in NCGS 116B-67(e), the Claimant shall indemnify, save harmless, and defend the State, the Treasurer, and the Escheat Fund from any claim arising out of or in connection with refund of this money, and should information be discovered that demonstrates that a particular property actually belongs to another business entity or individual, the Claimant shall return to the State Treasurer a sum equal to the amount of the particular property claimed.
4. That of my personal knowledge I know this Affidavit to be true.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

County of \_\_\_\_\_, State of \_\_\_\_\_

Signed and sworn to (or affirmed) before me this day by \_\_\_\_\_  
Name of Authorized Officer

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_, Notary Public  
Notary's Printed Name

(Official Seal)



1. That I am authorized to act as a witness to the execution of this document for the Claimant in matters relating to the unclaimed property which is the subject of this Affidavit.
2. That this Affidavit and Agreement was executed by an officer of the Claimant who is known to me and who is authorized by the Claimant to execute this affidavit and indemnity agreement.

\_\_\_\_\_  
*Signature of Authorized Officer* *Date*

County of \_\_\_\_\_, State of \_\_\_\_\_

Signed and sworn to (or affirmed) before me this day by \_\_\_\_\_  
Name of Authorized Officer

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires \_\_\_\_\_ Official Signature of Notary \_\_\_\_\_

\_\_\_\_\_, Notary Public  
Notary's Printed Name

(Official Seal)

## Property IDs

10835764, 14722058, 14722059, 19310168, 20951608, 22813769, 22820224



Anna R. Bumgarner  
*Finance Director*



Lisa F. Bevis  
*Assistant Finance Director*

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326  
Telephone 704-216-8170 • Fax 704-216-8166

Equal Opportunity Employer





## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>COUNTY OF ROWAN</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► <b>LOCAL GOVERNMENT</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>3</b>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>130 WEST INNES STREET</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>SALISBURY, NC 28144</b>	
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	6		-	6	0	0	0	3 3 6

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Anna R. Bumgarner*

Date ► 01/19/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**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:** 3/10/23  
**SUBJECT:** GRANT AGREEMENT: Funding Agreement for SL 2022-74

---

The attached documents are the Funding Agreement and Scope of work (Attachment A) for a \$500,000 directed grant under the Current Operations Appropriations Act, Session Law (S.L.) 2022-74. The Scope of Work was approved at the 2/20/23 Regular Meeting, Consent Agenda Item L. Sub-recipients of these funds are Rowan-Cabarrus Community College and the Town of Spencer.

**Recommendation**

Approve the County Manager to sign the Funding Agreement and supporting documents to accept these funds.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Funding (Directed Grant) Agreement	3/10/2023	Exhibit
Scope of Work (approved)	3/15/2023	Cover Memo

# North Carolina Office of State Budget and Management

Contract # 20542

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Rowan County  
(the "RECIPIENT") (referred to collectively as the "Parties").

## 1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2022, through June 30, 2024. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

## 2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2022-74. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2022-74. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$500,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID) \_\_\_\_\_
- b. Electronic Payment Form & Supporting Document \_\_\_\_\_
- c. Scope of Work – Appendix A \_\_\_\_\_
- d. Policy addressing conflicts of interest \_\_\_\_\_
- e. **Sworn** Statement of no overdue tax debts \_\_\_\_\_

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2022-74, Section 5.3; and 24.2.

The RECIPIENT shall ensure:

- a. Funds are used for nonsectarian, nonreligious purposes only.
- b. No more than \$120,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.



- c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- d. Submission of quarterly reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
- e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

### **3. AGENCY'S DUTIES & PAYMENT PROVISIONS:**

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2022-74 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

- a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
- b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
  - i. Certify that funds received or held were used for the intended purpose.
  - ii. Provide an accounting for funds received, interest earned, funds expended.
  - iii. Provide activities, accomplishments, and performance measures.
  - iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
  - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Funds will not revert until June 30, 2024.

### **4. FUNDS MANAGEMENT:**

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.
- d. If eligible, the RECIPIENT and all subrecipients shall:

- i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
- ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

## 5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10<sup>th</sup> day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

## 6. AGREEMENT ADMINISTRATORS:

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

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: <u>Ann Kitalong-Will</u>	Cole Jordan NC Office of State Budget and Management 116 West Jones Street, 5 <sup>th</sup> Floor Raleigh, NC 27603
Email: <u>ann.kitalong-will@rowancountync.gov</u>	
Direct Phone: <u>980-565-5159</u>	Direct Phone: 984-236-0633
Fiscal year end MONTH: <u>JUNE</u>	Email: <a href="mailto:NCGrants@osbm.nc.gov">NCGrants@osbm.nc.gov</a>



## **7. MONITORING AND AUDITING:**

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

## **8. TAXES:**

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

## **9. SITUS:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

## **10. COMPLIANCE WITH LAW:**

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

**11. TERMINATION OF AGREEMENT:**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

**12. AMENDMENTS:**

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

**13. AGREEMENT CLOSE-OUT PROCESS:**

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**14. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

**RECIPIENT NAME**

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Signature

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Date

---

Aaron Church

---

County Manager

Printed Name

Title



**NC OFFICE OF STATE BUDGET AND MANAGEMENT**

---

Signature

Date

---

Printed Name

Title

## Appendix A

### Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

<b>1. Organization:</b>	County of Rowan
<b>2. Grant ID:</b>	20542
<b>3. Scope of Work, Objectives, Results, Performance Measures:</b>	
<p>Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.</p>	
Objective(s):	<p><b>OBJECTIVE 1:</b> Rowan-Cabarrus Community College (RCCC) to acquire land necessary to build Technology Education Complex (Rowan County), with target completion date by 06/30/23.</p> <p><b>OBJECTIVE 2:</b> Town of Spencer to develop Master Plan for Yadkin River Business and Recreational Park and Associated Projects. Associated Projects would include connection of Yadkin River Business and Recreational Park to downtown business area, NC State Transportation Museum, and other Town amenities via NCDOT Project EB-5861. Target completion date of 06/30/2024.</p>
Expected Results:	<p><b>I. OBJECTIVE 1—RCCC acquires the land to build Technology Education Complex (TEC).</b> The additional acres will support the bond-funded Technology Education Complex (TEC) planned for Rowan-Cabarrus' North Campus. The TEC is envisioned to include the construction of four (4) new buildings and will: 1) expand and enhance the programming capabilities of welding, machining, and automotive, 2) provide a fire training decontamination station, 3) provide a designated space for the College's Career and College Promise/Early College students</p> <p><b>II. OBJECTIVE 2—Town of Spencer completes Master Plan for Yadkin River Business and Recreational Park and Associated Projects.</b></p>
Performance Measure(s):	<p><b>OBJECTIVE 1:</b> RCCC acquires the land to build Technology Education Complex by the target completion date.</p> <p><b>OBJECTIVE 2:</b> Town of Spencer completes Master Plan for Yadkin River Business and Recreational Park and Associated Projects by the target completion date.</p>



**4. Sub-grants:**

a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?

Yes



No



If yes, answer the following:

b. Name of Sub-recipient c. Program Name d. Amount to Sub-recipient

Rowan-Cabarrus Community College

Technology Education Complex

\$425,000

Town of Spencer

n for Yadkin River Business and Recreation Park and Associate

\$75,000

**5. Budget:**

Below are general expenditure descriptions that can serve as a **guide** for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning ( 07/01/2022 ) and ending ( 06/30/2024 ).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. program related staffing).	58,500
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	1,500
Goods (e.g. supplies and equipment) Expenses	7,500
Administration Expenses (e.g. overhead & project management)	7,500
Other Expenses (e.g. related charges not assigned above and described by recipient)	425,000
<b>Total Beginning Balance of the Project Fund</b>	<b>500,000</b>

Provide a breakdown of estimated expenses for each category below or as an attachment.

See Attachment 1.

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Aaron Church

County Manager

Printed Name

Title



Feb 22, 2023

Signature

Date

## **SCOPE OF WORK ATTACHMENT 1: Breakdown of Estimated Expenses**

### OBJECTIVE 1 (Rowan-Cabarrus Community College)

Land purchase (Other Expenses): \$425,000

### OBJECTIVE 2 (Town of Spencer)

Project will be contracted to a consulting firm in a lump sum amount. Listed amounts are estimates based on previous projects of this type. Actual cost breakdowns by categories can be provided as quotes are received from, and contracts let to consultants.








# Combined-Spencer-RCCC-Scope\_of\_Work

Final Audit Report

2023-02-22

Created:	2023-02-22
By:	Ann Kitalong-Will (ann.kitalong-will@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1llptXDKizimjcUZBTihcpDkzksDunl

## "Combined-Spencer-RCCC-Scope\_of\_Work" History

-  Document created by Ann Kitalong-Will (ann.kitalong-will@rowancountync.gov)  
2023-02-22 - 9:24:12 PM GMT
-  Document emailed to Aaron Church (aaron.church@rowancountync.gov) for signature  
2023-02-22 - 9:28:17 PM GMT
-  Email viewed by Aaron Church (aaron.church@rowancountync.gov)  
2023-02-22 - 9:37:27 PM GMT
-  Document e-signed by Aaron Church (aaron.church@rowancountync.gov)  
Signature Date: 2023-02-22 - 9:37:40 PM GMT - Time Source: server
-  Agreement completed.  
2023-02-22 - 9:37:40 PM GMT

**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:** 03/20/23  
**SUBJECT:** Martin Starnes Audit Contract

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On April 19th, 2021 the Board of Commissioners approved Martin Starnes & Associates, CPAs, P.A. to provide Rowan County's auditing services for fiscal years 2021, 2022 and 2023. Please see attached contract from Martin Starnes & Associates, CPAs, P.A. to perform auditing services for FY 2023.

Attached Engagement Letter and Contract.

Board of Commissioners to approve the engagement letter with Martin Starnes & Associates to provide the FY23 financial audit for Rowan County not to exceed \$93,830.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
contract	3/13/2023	Cover Memo
engagement letter	3/13/2023	Cover Memo



The of and	Governing Board Board of Commissioners
	Primary Government Unit Rowan County, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.



8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.



23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.



## FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Anna Bumgarner

Finance Director, Rowan County

anna.bumgarner@rowancountync.gov

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

## PRIMARY GOVERNMENT FEES

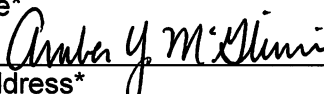
Primary Government Unit	Rowan County, NC
Audit Fee	\$ 62,830
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ 3,000 per major program in excess of 5
Writing Financial Statements	\$ 19,000
All Other Non-Attest Services	\$

## DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

## SIGNATURE PAGE

## AUDIT FIRM

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/17/23	Email Address* amcghinnis@msa.cpa

## GOVERNMENTAL UNIT

Governmental Unit*	
Rowan County, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Greg Edds, Chairman	Signature*
Date	Email Address greg.edds@rowancountync.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Anna Bumgarner, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* anna.bumgarner@rowancountync.gov



**SIGNATURE PAGE – DPCU**  
**(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
 Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all  
 required signatures prior to submission.

PRINT



## Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the  
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 4, 2021

#### Raleigh

4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619

919 782 9265  
919 783 8937 FAX

#### Durham

3500 Westgate Drive  
Suite 203  
Durham, North Carolina 27707

919 354 2584  
919 489 8183 FAX

#### Pittsboro

579 West Street  
Post Office Box 1399  
Pittsboro, North Carolina 27312

919 542 6000  
919 542 5764 FAX

#### Smithfield

212 East Church Street  
Post Office Box 2348  
Smithfield, North Carolina 27577

919 934 1121  
919 934 1217 FAX



# MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

*"A Professional Association of Certified Public Accountants and Management Consultants"*

February 17, 2023

Anna Bumgarner, Finance Director  
Rowan County  
130 West Innes Street  
Salisbury, NC 28144

The following represents our understanding of the services we will provide Rowan County.

You have requested that we audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Rowan County, NC, as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise Rowan County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Governmental Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Rowan County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

#### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- Introductory section
- Statistical section

We will make reference to the component unit auditor's audit of the Rowan County Tourism Development Authority in our report on your financial statements.



## Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Rowan County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Rowan County's basic financial statements. Our report will be addressed to the governing body of Rowan County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of Rowan County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major



programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.



We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Nonattest Services**

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form
- Preparation of AFIR
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of Rowan County. However, we will provide advice and recommendations to assist management of Rowan County in performing its responsibilities.

Rowan County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

## Provisions of Engagement Administration and Fees

Erica Brown is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 62,830
Financial Statement Drafting	<u>19,000</u>
	<u>\$ 81,830</u>

### **Additional Fees:**

Charge per major program in excess of 5	<u>\$ 3,000</u>
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Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Rowan County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

### *Changing Laws and Regulations*

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

### *Incorrect Accounting Methods or Errors in Client Records*

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.



### *Failure to Prepare for the Engagement*

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

### *Starting and Stopping Our Work*

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$390 per hour.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Martin Starnes & Associates, CPAs, P.A.*

Martin Starnes & Associates, CPAs, P.A.  
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Rowan County by:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Allen Cress  
**DATE:** 3/13/2023  
**SUBJECT:** Duke Energy Tower Site Agreement

---

An Agreement to place a tower on County owned land on Youngs Mountain in Cleveland. The tower will be built by Duke Energy and the County will place Public Safety and Broadband services on.

Approve request

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Word Tower Agreement	3/13/2023	Cover Memo
PDF Tower Agreement	3/13/2023	Cover Memo

ROWAN COUNTY

NORTH CAROLINA

Tower Replacement Agreement

THIS TOWER REPLACEMENT AGREEMENT ("Agreement") is made and entered into effective as of March \_\_, 2023 (the "Effective Date"), between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Duke Energy") and **ROWAN COUNTY**, a political subdivision of the State of North Carolina (the "County"). Duke Energy and the County shall each individually be referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, pursuant to a Co-Location License Agreement between the Parties dated June 18, 2012, as amended (the "Co-Location Agreement"), the Parties currently maintain communications equipment on an existing Duke Energy owned tower located on land leased by Duke Energy in, North Carolina; and

WHEREAS, the Parties agree to jointly participate in a project to construct a new telecommunications tower (the "New Tower") he "Project"); and

WHEREAS, subject to the terms of this Agreement, the County will contribute funding for the Project, as stated herein.

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

Terms of Agreement:

1. The foregoing recitals are, by this reference, hereby incorporated into this Agreement as a substantive and integral part hereof.
2. Duke Energy will be responsible for management of all aspects of the engineering and construction for the Project, including but not limited to obtaining any required federal, state and local permits. The New Tower will be constructed in accordance with plans that have been reviewed and approved by all Parties, but at a minimum shall be three hundred (300) feet tall and allow placement of County antennas and/or microwaves at or near the top or as specified by engineered designs for the County's public safety radio system. Duke Energy will be responsible for the cost of relocating all equipment onto the New Tower and removing the existing equipment from the owned tower.
3. The County's contribution for the Project shall be the fair market value of the Ground Lease and hereby agrees to only charge a nominal rate for such (the "Project Contribution"). All work related to the County's ground equipment will be done by and paid for by the County.



4. This Agreement shall terminate when the New Tower construction is complete, the County has paid the Project Contribution, and the parties have entered into a Ground Lease which they negotiated in good faith. All contributions should be made within 30 days of the tower being fully operational.

5. The Ground Lease shall provide for the following general terms:

a. Duke Energy will own the New Tower and shall be responsible for all ongoing operation and maintenance of the New Tower. The County shall be responsible for all ongoing operation and maintenance of their facilities. The Co-location Agreement shall continue in effect as to the New Tower and allow the County to co-locate its emergency services antenna thereon.

b. The Ground Lease shall have a nominal Lease Rate based on the shared contribution of the County in Section 3 above.

c. Because the County's use will be for public safety and emergency transmission, the parties shall coordinate to ensure that any frequencies used shall not interfere with the other Party's use, and to the extent possible, the County shall have priority on its frequencies.

d. The County shall provide its own metered utilities and ground equipment shelter and use a third-party vendor to set up and/or install the same during the construction period. The County shall maintain its ground equipment shelter during the term of the Ground Lease.

e. Duke Energy will, within engineering tolerances, allow the County to locate additional equipment on the New Tower related to public broadband and/or additional public safety needs. Any changes following the initial loading shall be done at the sole cost (including modifications to the tower needed to accommodate the changes) of the Party desiring or necessitating the change.

f. The parties agree that the New Tower shall be exclusively for the use of the County and Duke Energy other than "good will" attachments agreed to by both the County and Duke Energy.

6. In no event under this Agreement shall any Party be liable to any other Party under any theory of recovery, warranty or otherwise, for any indirect, incidental, consequential, punitive, exemplary or special damages (regardless of fault or cause) stemming from any personal injury, property damage, or economic loss (including any purported loss of business, loss of revenues, or lost profits) or otherwise as a result of this Agreement or any construction or delay in construction of the New Tower.

7. By signing this Agreement, the Parties agree to be bound by the terms set forth herein. The Parties agree that this Agreement is mutually beneficial and by signing below their representatives state they have the right and authority to enter into this Agreement on their behalf.

8. This Agreement shall be governed by the laws of the State of North Carolina except that the North Carolina conflict-of-law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction.

ROWAN COUNTY

A political subdivision of the State of  
North Carolina

DUKE ENERGY CAROLINAS, LLC

a North Carolina limited liability company

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME (printed): \_\_\_\_\_

NAME: (printed):

\_\_\_\_\_  
TITLE:

DATE:

TITLE: \_\_\_\_\_

DATE:



ROWAN COUNTY

NORTH CAROLINA

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6. In no event under this Agreement shall any Party be liable to any other Party under any theory of recovery, warranty or otherwise, for any indirect, incidental, consequential, punitive, exemplary or special damages (regardless of fault or cause) stemming from any personal injury, property damage, or economic loss (including any purported loss of business, loss of revenues, or lost profits) or otherwise as a result of this Agreement or any construction or delay in construction of the New Tower.

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ROWAN COUNTY

A political subdivision of the State of  
North Carolina

DUKE ENERGY CAROLINAS, LLC

a North Carolina limited liability company

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME (printed): \_\_\_\_\_

NAME: (printed):

\_\_\_\_\_  
TITLE:

DATE:

TITLE: \_\_\_\_\_

DATE:

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sarah Pack, Clerk to the Board  
**DATE:** 3/20/23  
**SUBJECT:** Agenda Addition - Dan Nicholas Park Security Contract

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Security Request	3/22/2023	Cover Memo
Contract	3/22/2023	Cover Memo





NORTH CAROLINA

*Be an original.®*

**Rowan County Purchasing Department**  
130 West Innes Street, Salisbury, NC 28144-4326

[www.rowancountync.gov](http://www.rowancountync.gov)

Telephone 704-216-8178

Fax 704-216-8166

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

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration  
Don Bringle, Facilities and Parks Director

Re: Sole Source & Contract with P&G Security

Date: March 16, 2023

---

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 Parks & Recreation utilized P&G Security Guard, Inc. for security services last year and that contract expired November 1, 2022. The request for service covers April through November of 2023. Multiple quotes were solicited, the department reached out directly to P&G Security, Allied Securities Services in Charlotte, Southeastern Securities in Iredell County, and North State Securities in Winston Salem. The consensus is that due to the contract period being only eight (8) months and most vendors are not local; they are declining to quote.

The County is requesting utilize P&G as a Sole-Source and to enter contract with P&G Security Guard, Inc. for FY23/FY24 to cover security request at Dan Nicholas Park. Not to Exceed \$50,000.00.

Attached is unsigned contract and email from P&G Security Guard, Inc. honoring last years quoted price of \$31.00 an hour.

Recommendation: Board of Commissioners approve Sole-Source and authorize County Manager to approve contract with P&G Security Guard, Inc. Not to exceed \$50,000.00.



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205 East Council Street Suite C, Salisbury, NC 28144 ♦ Office (704) 636-9592 ♦ Fax (704) 216-2959

## SECURITY SERVICE AGREEMENT

This Security Service Agreement is entered into this 20th day of March 2023, by and between P & G Security, Inc., "P&G Security" and Rowan County, "the CLIENT", with address at 130 W Innes St Salisbury NC 28144, who mutually agree as follows:

P & G Security agree to provide uniformed, armed security personnel to perform security services at the CLIENT's facility located at Dan Nicholas Park 6800 Bringle Ferry Rd Salisbury NC 28144 beginning April 1<sup>st</sup> 2023 and will be continuous or until terminated in accordance with paragraph nine of this Agreement.

P & G will provide and the CLIENT will pay for security services as described on Attachment A annexed to this Agreement.

P & G Security shall pay all salaries and applicable employment taxes for all of its personnel.

P & G Security shall maintain worker's compensation coverage for its employees.

P & G Security maintains, for its own protection, general liability, automotive liability and employee fidelity coverage. Notwithstanding any other provision in this agreement and because the CLIENT has an obligation to maintain its facilities in compliance with federal, state, and local laws and regulations (including without limitation regulations of the Environmental Protection Agency and the Occupational Safety and Health Administration), the CLIENT warrants and represents that it will provide and maintain safe working conditions for P & G personnel assigned to the CLIENT's facilities in accordance with applicable laws and regulations. The CLIENT acknowledges that P & G personnel are invitees onto the CLIENT's property and shall adequately protect such P & G personnel from personal injury or sustaining property damage.

The CLIENT understands and agrees that P & G Security, Inc. provides security services in an effort to deter certain risks or loss, but P & G is not an insurer nor does P & G Security guarantee or promise that a loss will not occur. Rates charged the CLIENT by P & G Security are for security service only, and are not related to the value of the personal or real property protected. P&G Security cannot guarantee that a criminal(s) will be caught and detained.

The CLIENT further understands and agrees that should any P & G Security employee be required to drive the CLIENT's vehicle (other than the employee's personal vehicle or a vehicle furnished by P & G Security), that the CLIENT's automobile insurance is primary and the CLIENT will carry comprehensive, fire, theft, collision, and liability insurance on the CLIENT's vehicles. The CLIENT further agree to hold harmless P & G Security personnel, its officers, agents, and employees from any losses, claims, suits, or damages which may arise from P & G Security's use of the CLIENT's vehicles.

Notwithstanding this paragraph, should the CLIENT prefer that P & G Security provide automobile insurance, the appropriate cost for such coverage will be included in the rates to be charged. The CLIENT and P & G representative will initial below if P & G is to provide automobile insurance.

N/A CLIENT INITIALS      N/A P & G SECURITY INITIALS  
Upon request, an insurance certificate will be supplied.



P & G Security's designated representative will directly supervise the security personnel provided to the CLIENT at the CLIENT's facilities.

Every reasonable and sensible effort will be undertaken to provide security at the CLIENT's facility during all times agreed upon in this Agreement. However, in the event war or acts of God make that impossible, P & G Security Services, Inc. will not be considered to be in violation of this Agreement, and the CLIENT will not be invoiced for the time security services are not provided.

The CLIENT and P & G Security reserve the right to cancel this Agreement upon thirty (30) days written notice to the other party. P & G Security further reserves the right to cancel this Agreement at any time without notice for non-payment of invoices over 15 days old.

This Agreement represents the entire agreement between P & G Security, Inc. and the CLIENT. Any subsequent agreement or modification to this Agreement must be in writing and must be signed by an authorized representative of P & G Security and the CLIENT's designated representative.

**TERMS:**

The CLIENT will be billed monthly within 15 days of receipt. A 1.5% per month service charge (18% per annum) shall be applied to invoices after thirty (30) days. Payment via credit card will incur a 3% processing fee. The rates quoted in Attachment A of this Agreement are subject to renegotiations in the event of increases in P & G Security costs as a result of legislation or assessments over which P & G has no control and in the event job assignments change and duties prescribed by the CLIENT are changed which create additional costs to P & G Security, Inc.

If a suit is initiated for the collection of the whole or any part of the sums due pursuant to this agreement, the CLIENT agrees to pay all costs of collection and reasonable attorney fees incurred by P & G Security, Inc. Signer of this contract, board of directors for said company and company owner will be responsible to pay any and all cost due P&G Security if the company files for bankruptcy or refuse to pay due monies.

The terms and conditions of this Agreement shall be interpreted and construed under the laws of the State of North Carolina.

IN WITNESS WHEREOF, P & G SECURITY and the CLIENT by their duly authorized representatives have signed this Agreement as of the day and year first above written.

**CLIENT REPRESENTATIVE:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**P&G SECURITY REPRESENTATIVE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT A

To the  
Security Service Agreement

Hours of service will be: Saturday and Sunday 12:00 noon until the park closes and all patrons has left the park. Closing times will start at 2000 and will change to 2100 hours around June. Rates will be billed until the officer has left the post. Billable times are in 15-minute increments. P&G will provide a golf cart for use and be securely stored so that the battery can be charged daily. Dates of service will be from April 1<sup>st</sup> 2023 until June 30<sup>th</sup> 2023 and may be extended with an addendum to this contract between the parties.

Billing Rate will be \$31.00 per hour per officer. In the event the client request additional hours outside the agreed upon scheduled hours and overtime is incurred the client will be billed 1½ times the billing rate.

Federal holidays for 2023 (New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day) will be billed at 1½ time the billing rate.

CLIENT REPRESENTATIVE

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

P & G SECURITY REPRESENTATIVE

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Client contact information for billing instructions

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_

Client contact information for site instructions

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone number \_\_\_\_\_

Email \_\_\_\_\_



**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:** 3/20/23  
**SUBJECT:** West Rowan Girls Basketball Team

---

Please consider the attached Proclamation.

**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

3/14/2023

**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 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.

This the 20<sup>th</sup> day of March, 2023.

---

Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

ATTEST:

---

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:** Shane Stewart  
**DATE:** March 8, 2023  
**SUBJECT:** Consider Permit to Exceed Noise Ordinance Request (PE 01-23) from Rod Weaver & Misty Thomas

---

Rod Weaver and Misty Thomas are requesting a permit to exceed the amplified noise ordinance standards for an event on Saturday, May 6<sup>th</sup> 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.

1. Receive staff report
2. Applicant comments
3. Receive public comments
4. Approve, deny, table PE 01-23

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	3/8/2023	Exhibit
Site Plan	3/8/2023	Exhibit
GIS Map	3/8/2023	Exhibit
Event Description	3/8/2023	Exhibit
Application	3/8/2023	Exhibit



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144

Phone: (704) 216-8588

[www.rowancountync.gov/planning](http://www.rowancountync.gov/planning)

**MEMORANDUM**

TO: Rowan County Board of Commissioners  
FROM: Shane Stewart, Assistant Planning Director  
DATE: March 7, 2023  
RE: **PE 01-23; Rod Weaver and Misty Thomas**

**REQUEST**

Rod Weaver and Misty Thomas are requesting a permit to exceed the amplified noise ordinance standards for an event on Saturday, May 6<sup>th</sup> 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.

According to Section 14-10 of the Noise Ordinance, *“It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100) feet.”*

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a “permit to exceed” when the event is open to the public.

**APPLICATION  
REVIEW**

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application.

*Finding:* Planning Staff received the application on February 8<sup>th</sup>, additional information throughout February, and early March.



2. The nature of the requested activity.

*Finding:* According to Mr. Weaver and the event coordinator Mike Gaston, the event is open to the public and will feature food, vendors, and live entertainment. The property contains gravel driveway connections at both Brown and Patterson Roads to the relatively flat 17 acre grassed field. Access points will be stationed with event personnel to process tickets and deliver logistic information. Parking areas are denoted on the site plan for the anticipated 400 – 500 guests.

Site plan detail also include proposed stage and speaker arrangement in the northwest corner of the property, two (2) sets of portable toilets with washing stations, and food / beverage areas. Mr. Gaston has been in contact with the Environmental Health Office regarding permitting and will ensure individual food vendors of the requirements.

3. Previous experience with the applicant.

*Finding:* None. Property owners purchased this 17 acre parcel on March 9, 2017, which is currently listed in the present use value program as tax deferred due to agricultural use. Two (2) “zoning permits” have been issued related to the farm use – a 480 sf office and a 2,880 sf horse barn. From speaking with the owners, they shared their passion for neglected horses, serving veterans, and mission efforts.

4. The time of the event.

*Finding:* According to the application, the event will take place on May 6<sup>th</sup> between 1:00 PM and 9:00 PM.

5. Other activities in the vicinity of the proposed event.

*Finding:* None to knowledge.

6. Frequency of the event.

*Finding:* The owners expressed interest in hosting this event annually.

7. Cultural or social benefits of the proposed event.

*Finding:* See #2.

8. The effect of the activity on any adjacent residential area.

*Finding:* The site has sufficient area to accommodate the anticipated number of guests. The applicant has been in contact with Sheriff's Office staff regarding the event and requirements of their office. As of the date of this memo, these details are not complete.

9. Previous violations, if any, by the applicant.

*Finding:* This is the owner's first permit to exceed request.

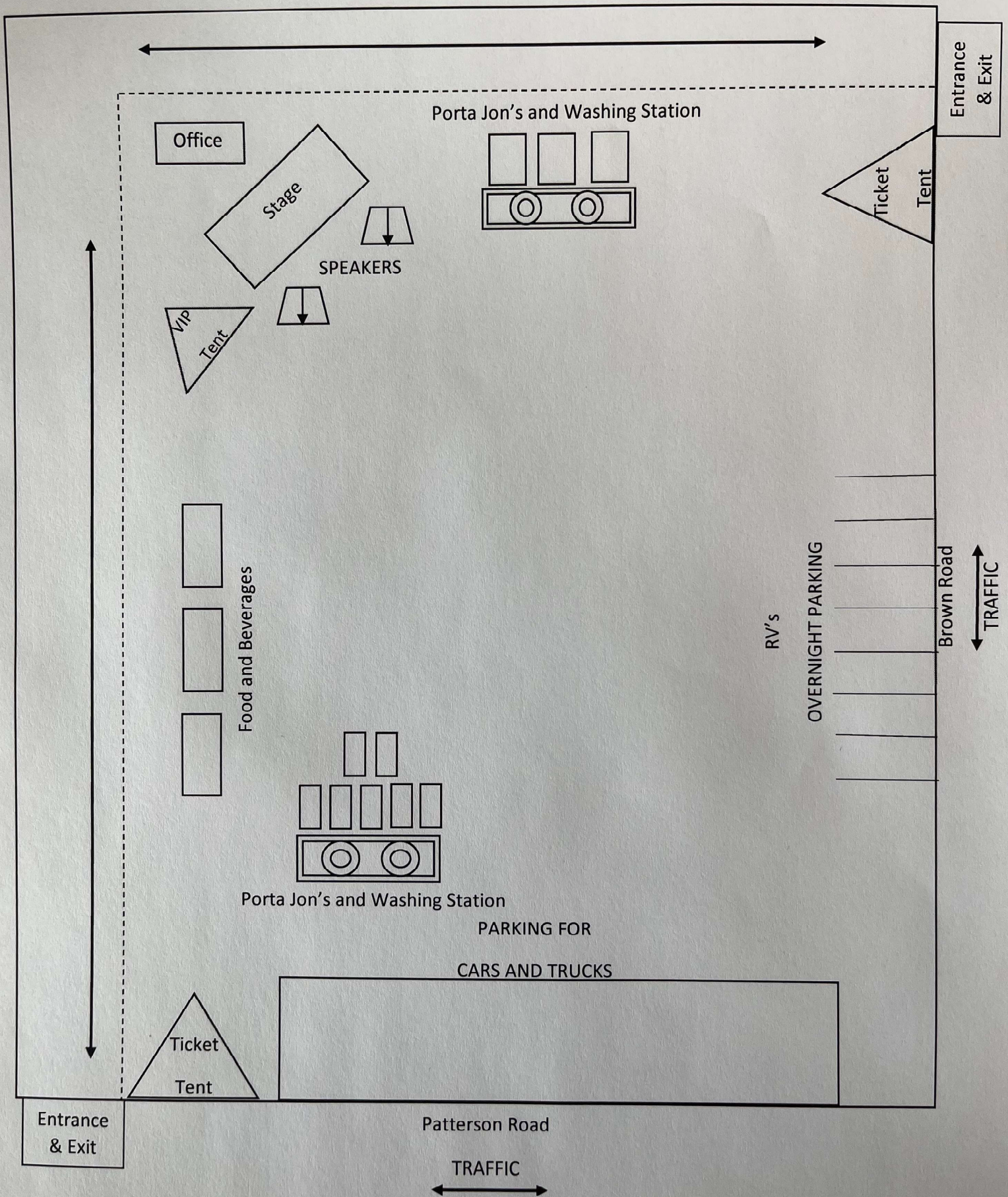
10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

*Finding:* Staff mailed notice to nineteen (19) property owners, which are generally within 500 feet of the subject site, on March 7<sup>th</sup> and posted a sign on the property on March 7<sup>th</sup>.

<b>STAFF COMMENTS</b>
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In accordance with section 14-12(e) of the Noise Ordinance, conditions or requirements necessary to minimize adverse effects upon the community or surrounding neighborhood may be placed on the application.









### Legend

350

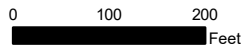
Address

Site

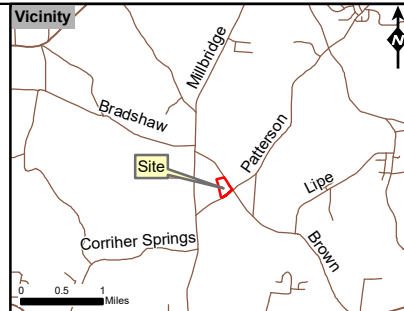
Parcels

Roads

Feb / Mar 22 Aerials



Prepared by: Rowan County Planning & Development, 3/7/23





## Stewart, Shane A.

---

**From:** Rod Weaver <wisdomway@icloud.com>  
**Sent:** Friday, February 10, 2023 1:34 PM  
**To:** Stewart, Shane A.  
**Subject:** Re: Permit to Exceed Request

**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.

Sent from my iPhone Good day Mr Stewart it was a pleasure to speak with you today

Again I would like to share with you and the committee our true intentions of bringing people together though the course of a little music food and community fellowship - we have seen hardships of life after Covid and the uncertainty it brings into the lives of others - We have a foundation we created called the hands of hope to where we reach out to those in need especially our veterans and others in the community both near and far to provide our resources and what ever needs we are bless with -we have not only been apart of providing necessities to our local community by way of giving hope but by giving Radom acts of kindness when needed - our Goal and commitment is to inspire life and make sure to never give up - Because the Greatest Force on earth is hope and what we hope to do @Hands of hope is to be the Agent that inspires it in the hearts of others we are only giving a certain amount of time on the planet and why we are here we want to make a difference in the life of others and we have found that music brings people together- we will have vendors - and a few other organizations to join us like the American cancer society mentally health reps for anyone seeking information on getting some future help and some things for the kids - it's for family's and friends — maybe 400 -500 people- we all  
Need a day of just setting in a field and be thankful how bless we are to have another day to come together— Thank u for your time and many Blessings to each and everyone of you Rod Weaver

On Feb 8, 2023, at 1:59 PM, Stewart, Shane A. <Shane.Stewart@rowancountync.gov> wrote:

Mr. Weaver

It was nice meeting you this afternoon and look forward to working with you on your request. I will probably have more questions as we get closer to a meeting date but one I have at the moment pertains to your anticipated number of guests. I just noticed this was missing from the application.

Thank You



**Shane Stewart | AICP, CFM**  
**Assistant Planning Director**  
Rowan County Planning & Development  
402 N. Main St. | Suite 204 | Salisbury, NC 28144  
P (704) 216-8602



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

Case # PE 01-23  
Date Filed 2/8/23  
Received By SAs  
Amount Paid \$50.00 cash

Office Use Only

Energov PE-019304-2023

**PERMIT TO EXCEED NOISE ORDINANCE APPLICATION**

**OWNERSHIP INFORMATION:**

Name: Rod Weaver & Misty Thomas  
Signature: \_\_\_\_\_  
Phone: 704-493-9637 Email: WisdomWay@icloud.com  
Address: 4860 Patterson Road  
China Grove, NC 28023

**APPLICANT / AGENT INFORMATION:**

Name: Misty Thomas & Rod Weaver  
Signature: Misty Thomas  
Phone: 704-402-7208 Email: Misty.brained@icloud.com  
Address: 1946 Bethany Church Rd.  
Newton, NC 28658

**PROPERTY DETAILS:**

Tax Parcel: 223 003 Size (sq.ft. or acres): 2.640  
Location of Event: 4860 Patterson Rd. China Grove, NC 28023  
Current Land Use: Agricultural Zoning District: RR

**PURPOSE:**

**State Purpose of Request:**

One Love Music Festival - Raising money for Wisdom Way, Inc.'s Mission:  
Hands of Hope. [501(c)3: 82-1010231]

Date(s) of event: Saturday, May 6, 2023 Begin Time: 1:00pm End Time: 9:00  
Anticipated Number of Attendees: 400-500 (based on 2/10/23 email)




SITE PLAN:

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

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**OFFICIAL USE ONLY**

1. Signature of Coordinator:  2. Board of Commissioners Meeting: 3 / 20 / 23 3. Notifications Mailed: 3 / 7 / 23 4. Property Posted: 3 / 7 / 23 5. Board of Commissioners Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Date Applicant Notified: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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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:** Pamela Ealey, Planning Technician  
**DATE:** 3/9/2023  
**SUBJECT:** Road Name Change-Public Hearing for Brownstone Dr and Tulip Rd

---

**TO:** Chairman Edds and the Rowan County Board of Commissioners  
**FROM:** Pamela Ealey, Planning Technician  
**RE:** Road Names  
**DATE:** March 9, 2023

**Road Name Change— A PUBLIC HEARING HAS BEEN SET**

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 NCGS 153A-239.1, this public hearing will be held on March 20, 2023, to consider and receive comment for the following road name requests:

1. Currently Known As: N/A  
Proposed Name: ***Brownstone Drive***  
Location: driveway that connects to Jim Neely Rd in the 100 block and then connects to US 601 Hwy 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: N/A  
Proposed Name: ***Tulip Road***  
Location: driveway that connects to Bull Hill Rd in the 100 block and then connects to Jim Neely Rd 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.



Hold public hearing on Brownstone Dr and Tulip Rd and approve submitted petition.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Petition-Carolina Rose Campground	3/9/2023	Cover Memo
GIS Map-Carolina Rose	3/9/2023	Backup Material
Notice of Public Hearing-Carolina Rose	3/9/2023	Backup Material

ROWAN COUNTY  
Planning and Development  
Road Naming Petition



Return this completed petition form to:  
Rowan County Planning and Development  
Pamela Ealey, Planning Technician  
402 N Main Street  
Salisbury, NC 28144  
Phone: 704 216-8603 Fax: 704 216-7986  
Email: [pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality. The address program administration (APA), which is comprised of staff from Rowan County's Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division, are assigned to administer this article.

This petition must be completed for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram. FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

**NEW NAME PROPOSED FOR THE ROAD:**

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The APA utilizes the National Emergency Number Association (NENA) United States Civic Location Data Exchange Format (CLDX) Standard as a guide for establishing or accepting road names. Based on NENA CLDX guidance and in its discretion as administrator of this ordinance, the APA may reject any proposed road name that:

1. Is duplicated elsewhere in the county (including a municipality) or sounds deceptively similar to an existing road name. This includes the use of homophones, e.g. bear and bare, pen and pin.
2. Is not easily enunciated or pronounced, especially in any emergency.
3. Intends to use specific names of individuals or property owners along the road.
4. Uses directional identifiers (N, S, E, W) and thoroughfare abbreviations (way, alley, etc.) in conjunction with an existing road name for consideration as a proposed road name.
5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE**

**PRIOR TO RETURNING PETITION.**

First Choice: Brownstone Dr.  
Second Choice: Tulip Rd  
Third Choice: \_\_\_\_\_

2 roads  
to name

***It is also important to remember that any or all addresses along the road may be changed during the naming process***



# ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

- ☒ Assignment of a name to an unnamed road.
- ☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road: drive off of Jim Neely Rd which is off SR601 US 601 Hwy in the 7400 block. Current name of the road, if it has no name, write "no name" No name. At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

**Petitioners:**

Petitioners are property owners who own property along the road being named. Along with each signature include the mailing address, telephone number, tax map and parcel number. In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures or may be submitted for board of commissioner approval through the special consideration procedure. **UNANIMOUS** and **MAJORITY** petitions may be approved by the board of commissioners following a public hearing. **SPECIAL CONSIDERATION** petitions will be processed as follows:

**Less than majority** – All property owners along the road to be named will be notified by the APA of the proposed road name choice and that no additional petitions will be accepted for consideration. Final action on the petition will be taken by the board of commissioners.

***Lack of submittal*** – Failure to return a road naming petition within thirty (30) days to the APA shall indicate that property owners along the road are agreeing to use the name proposed by the APA. Final action will be taken by the board of commissioners.

***All property owners will receive notification from the APA of the new road name and potentially their new address number after the board of commissioners' decision.***

**Petition leader:**

One of the property owners must be the petition leader, they will be the person the APA will communicate with should there be any questions or clarifications needed, ***the petition leader should be the first signature below.*** The petition leader must own property along the proposed road. The petition leader should coordinate all of the property owner's signatures and submit the completed petition to the Rowan County Planning and Development office.

[illegible]

## Ealey, Pamela C

---

**From:** Jen Ullrich <jen@therequitygroup.com>  
**Sent:** Tuesday, February 21, 2023 7:34 PM  
**To:** Ealey, Pamela C  
**Cc:** Ryan Rivers; Kristy Busch  
**Subject:** Re: Cobble Hill Campground (Carolina Rose RV LLC)

**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.

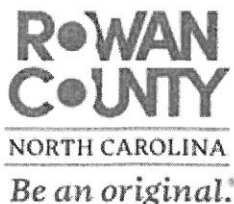
Thanks so much Pamela.

Jen Ullrich  
Phone: 845-721-4901

On Wed, Feb 15, 2023 at 11:01 AM Ealey, Pamela C <Pamela.Ealey@rowancountync.gov> wrote:

Hello Jen, I just wanted to let you know that 911 approved Brownstone Dr and Tulip Rd. Cobble Hill was declined because Cobble sounds like Cauble, which is a pretty widely used name in the county, 5 streets named Cauble something...

The next step will be to take this to the Rowan County Board of Commissioners, which I will take care of for you. You will receive a notification in the mail approximately 7 days before the hearing, and you may be present if you wish, but it is not necessary. I anticipate the hearing will be on March 20<sup>th</sup>. After the hearing I will order the new street signs (they take 4-6 weeks) and I will send out notification letters with all of the new address numbers. Please do not hesitate to contact me if you have any questions or concerns. Thanks for your help!



**Pamela Ealey**  
Planning Technician  
Rowan County Planning & Development  
402 N. Main St. | Suite 204 | Salisbury, NC 28144  
(704) 216-8603 (Direct) | (704) 216-8588 (Main)  
[pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

---

**From:** Jen Ullrich <jen@therequitygroup.com>  
**Sent:** Tuesday, February 14, 2023 8:39 AM  
**To:** Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>



**Cc:** Ryan Rivers <[Rivers@trgliving.com](mailto:Rivers@trgliving.com)>; Kristy Busch <[kristy@trgliving.com](mailto:kristy@trgliving.com)>  
**Subject:** Re: Cobble Hill Campground (Carolina Rose RV LLC)

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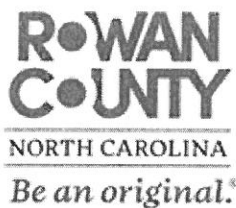
Thanks Pamela.

Jen Ullrich

Phone: 845-721-4901

On Tue, Feb 14, 2023 at 8:37 AM Ealey, Pamela C <[Pamela.Ealey@rowancountync.gov](mailto:Pamela.Ealey@rowancountync.gov)> wrote:

Good morning Jen, I have looked at every suggestion, and the one's that I believe 911 will approve are Brownstone Dr, Cobble Hill and Tulip. I am sending this list to 911 for their input. The only thing that probably could change is the suffix "Road", they typically like to reserve this for larger connecting roads. I will let you know what they say.



**Pamela Ealey**  
Planning Technician  
Rowan County Planning & Development  
402 N. Main St. | Suite 204 | Salisbury, NC 28144  
(704) 216-8603 (Direct) | (704) 216-8588 (Main)  
[pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

---

**From:** Jen Ullrich <[jen@therequitygroup.com](mailto:jen@therequitygroup.com)>  
**Sent:** Monday, February 13, 2023 8:48 PM  
**To:** Ealey, Pamela C <[Pamela.Ealey@rowancountync.gov](mailto:Pamela.Ealey@rowancountync.gov)>  
**Cc:** Ryan Rivers <[Rivers@trgliving.com](mailto:Rivers@trgliving.com)>; Kristy Busch <[kristy@trgliving.com](mailto:kristy@trgliving.com)>  
**Subject:** Re: Cobble Hill Campground (Carolina Rose RV LLC)

**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 Pamela,

Will any of these work for the new road names?

- Gold Hill Road
- Brownstone Drive
- Maple Drive
- Cobble Hill Road
- Tulip Road
- Daisy Lane
- Cobble Stone Road

Thanks so much for the sample, we really appreciate it.

Regards,

Jen

Jen Ullrich

Phone: 845-721-4901

On Fri, Feb 10, 2023 at 11:26 AM Ealey, Pamela C <[Pamela.Ealey@rowancountync.gov](mailto:Pamela.Ealey@rowancountync.gov)> wrote:



## Ealey, Pamela C

---

**From:** Ealey, Pamela C  
**Sent:** Friday, February 10, 2023 11:26 AM  
**To:** Jen Ullrich  
**Cc:** Ryan Rivers; Kristy Busch  
**Subject:** RE: Cobble Hill Campground (Carolina Rose RV LLC)  
**Attachments:** Sign Sample.pdf

Jen,

Thanks so much for getting back to me, it is really strange, just yesterday I was trying to search for contact information on your company to ask about this before I randomly assigned street names. The tax address on the parcel is still showing as 401 E. Jackson St, Ste 3300, Tampa, FL, I sent the initial letter to this address in November and it came back undeliverable, so you may want to see about changing the address so that you receive your tax bill, the contact number for this is 704-216-8558 .

The county will provide the new street signs. I need you to try and submit at least 3 names per road, both of the names you submitted will not be allowed, there is already a Peeler Rd, and per ordinance there can be no more "Peeler" roads, even if you change to "drive". The second name, Old Stone Road, already exists as well with Stone Rd and also Old Stone House Rd, the existing road names are too close to your selection to use.

I would encourage you to think outside of the box in naming the roads, avoid hard to spell names and names of a person. I believe Cobble Hill could be used, some other suggestions are Bunkhouse or Caravan. Don't worry too much about the suffixes, like Drive, Road, etc, 911 will assign the suffix.

And, finally, I have attached an example of what I believe a sign could look like with the address number and the lot number. The ordinance states '4" reflective numbers on a contrasting color sign so that it is visible from the interior park drive' for the address number. I would encourage you to convert to just the address numbers, for less chance of confusion. Ultimately this ordinance was passed to save lives, there have been multiple cases of emergency care being delayed in a campground setting. These cases range from minor injury up to death, due to delay of care. Please get back to me with some more name choices, thank you!



**Pamela Ealey**  
Planning Technician  
Rowan County Planning & Development  
402 N. Main St. | Suite 204 | Salisbury, NC 28144  
(704) 216-8603 (Direct) | (704) 216-8588 (Main)  
[pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

**From:** Jen Ullrich <jen@therequitygroup.com>  
**Sent:** Friday, February 10, 2023 9:30 AM  
**To:** Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>  
**Cc:** Ryan Rivers <Rivers@trgliving.com>; Kristy Busch <kristy@trgliving.com>  
**Subject:** Cobble Hill Campground (Carolina Rose RV LLC)

**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 Pamela,

Sorry for the delay on this. Here are our choices for renaming the 2 roads in Cobble Hill Campground. Does the city provide the new street signs or is that our responsibility?

For renaming of the roads at Cobble Hill, we would like to go with the following street names.

- Old Stone Road (Blue Road)

- Peeler Drive (Yellow Road)

For us we operate by site #s for our campers, how have you seen campground owners display your required address & site # so it's not confusing.

Thanks,

Jen



## Jen Ullrich

Operations Manager TRG Management

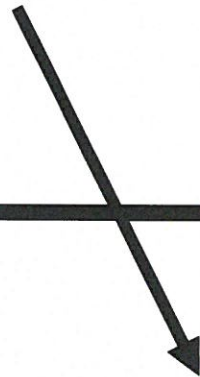
- Mobile: 845-721-4901
- Email: [Jen@therequitygroup.com](mailto:Jen@therequitygroup.com)
- Website: [trgliving.com](http://trgliving.com)
- Address: PO Box 173089, Tampa, FL 33672





**1125**

**LOT 10**



**Reflective**







## NOTICE OF HEARING

To: Property Owner  
From: Rowan County Planning Department  
Date: March 7, 2023  
Subject: Naming of driveways (2) Carolina Rose Campground

The Rowan County Board of Commissioners will conduct a public hearing on Monday, March 20, 2023, beginning at 6:00 PM in the J. Newton Cohen Sr. Room on the 2<sup>nd</sup> Floor of the J. Newton Cohen Sr. Rowan County Administration Building located at 130 W. Innes St. Salisbury, NC to consider the following application:

**Naming of 2 Driveways located off Jim Neely Rd, which connects to  
SR601 US 601 Highway in the 7400 block.**

The following road name change has been submitted to the Rowan County Planning Department and is presented for approval by the Board of Commissioners.

Proposed Name: Brownstone Dr  
Currently Known As: No Name  
Location: 100 block of Jim Neely Rd  
Reason: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

Proposed Name: Tulip Rd  
Currently Known As: No Name  
Location: 100 block of Bull Hill Rd  
Reason: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

Parcels that will have an address change:

Parcel ID	Owners Name	Current Physical Address
304 017	Carolina Rose RV LLC	185 Jim Neely Dr

You are receiving this notice because you own property along the road to be named. **Only those owners listed above will have an address change if approved.** This notice is for your information only and your participation is optional.

To request a copy of this request, contact the Rowan County Planning Department, located at 402 N. Main St., Ste 204 Salisbury, NC 28144, at (704) 216-8588 or visit: <https://RowanCountyNC.novusagenda.com/agendapublic> (uploaded by 2:00 PM on the Wednesday before the meeting date).

To access the addressing ordinance visit:

<https://www.rowancountync.gov/DocumentCenter/View/3228/Addressing-Ordinance-PDF?bidId=> .



**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:** 03/20/2023  
**SUBJECT:** Financial Reports

---

Please see attached financial reports

**ATTACHMENTS:**

**Description**

Financial Reports

**Upload Date**

3/13/2023

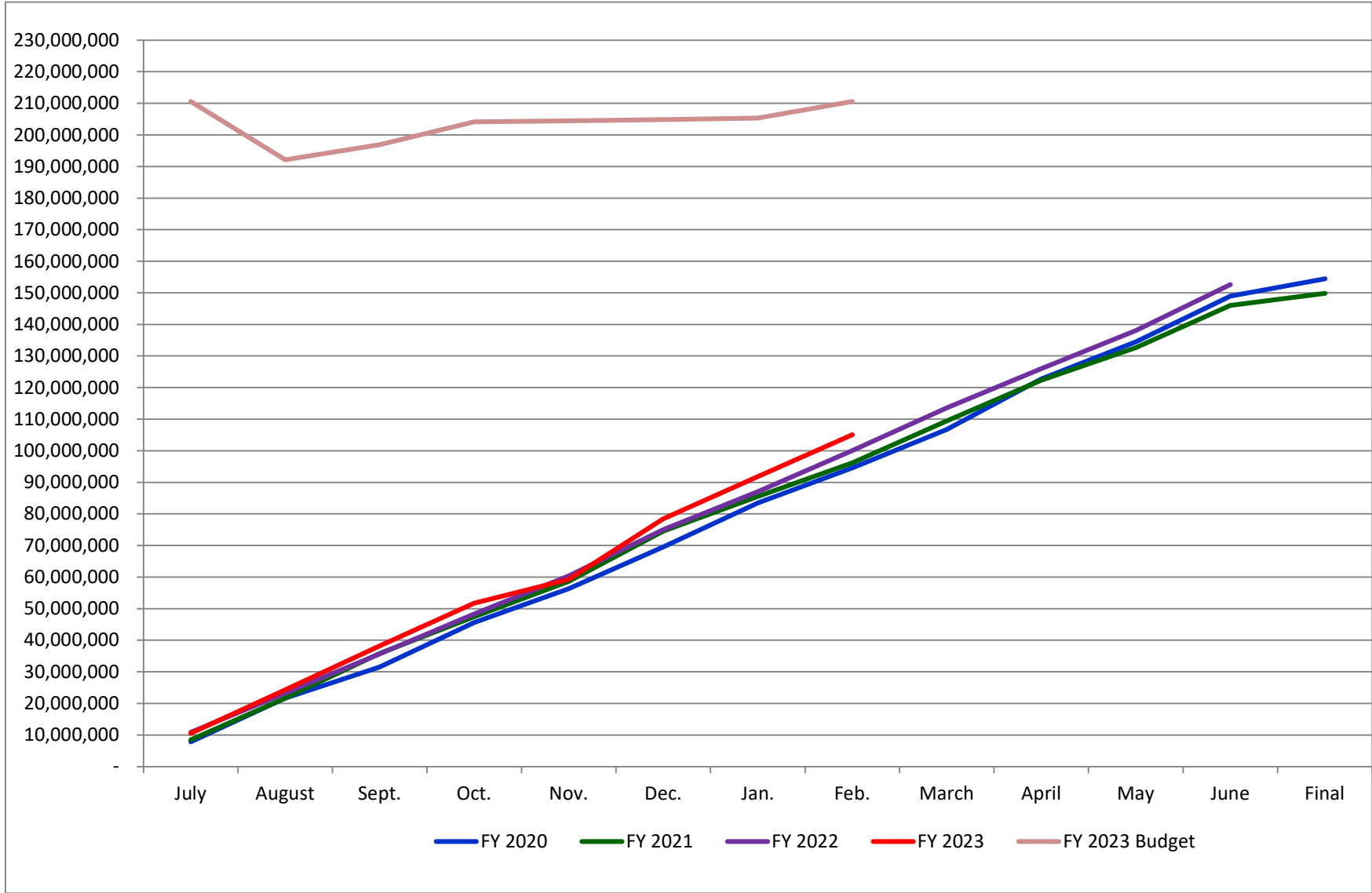
**Type**

Cover Memo

ROWAN COUNTY  
GENERAL FUND  
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

February	
2023	\$ 105,077,293
2022	\$ 100,081,558
2021	\$ 96,186,493
2020	\$ 94,591,984

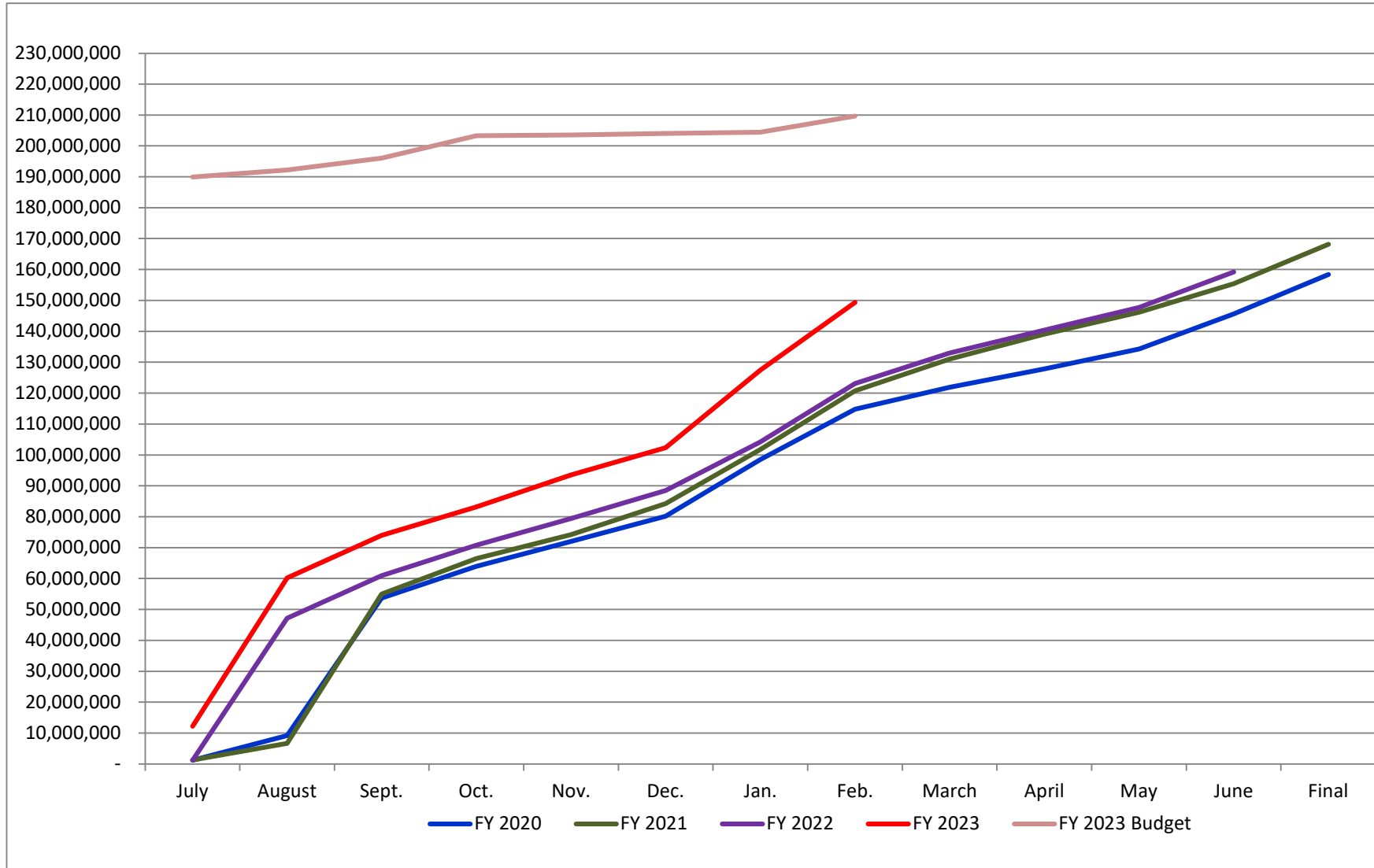




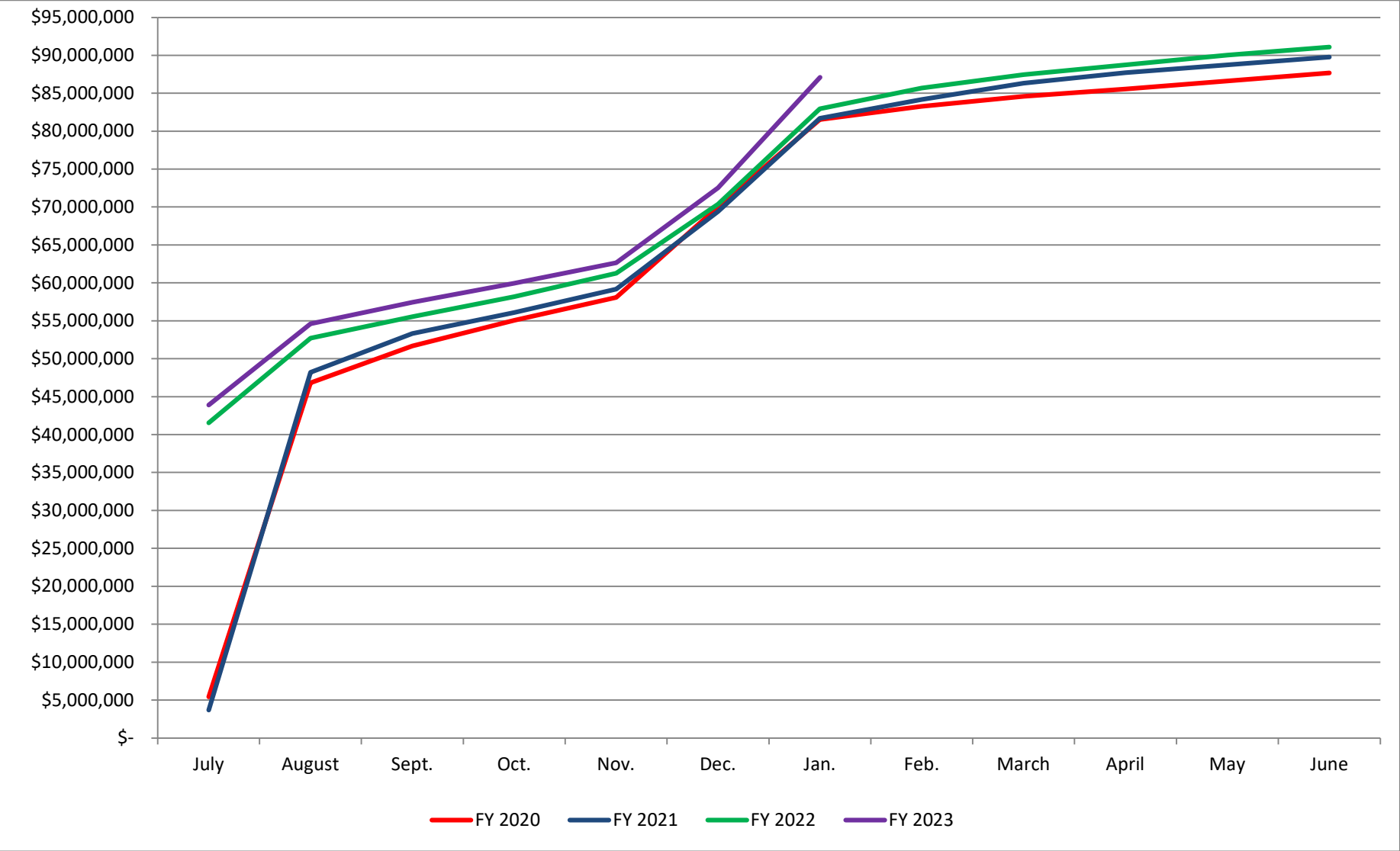
ROWAN COUNTY  
GENERAL FUND  
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE REVENUE COMPARISONS

February	
2023	\$ 149,418,303
2022	\$ 123,068,593
2021	\$ 120,758,108
2020	\$ 114,811,770

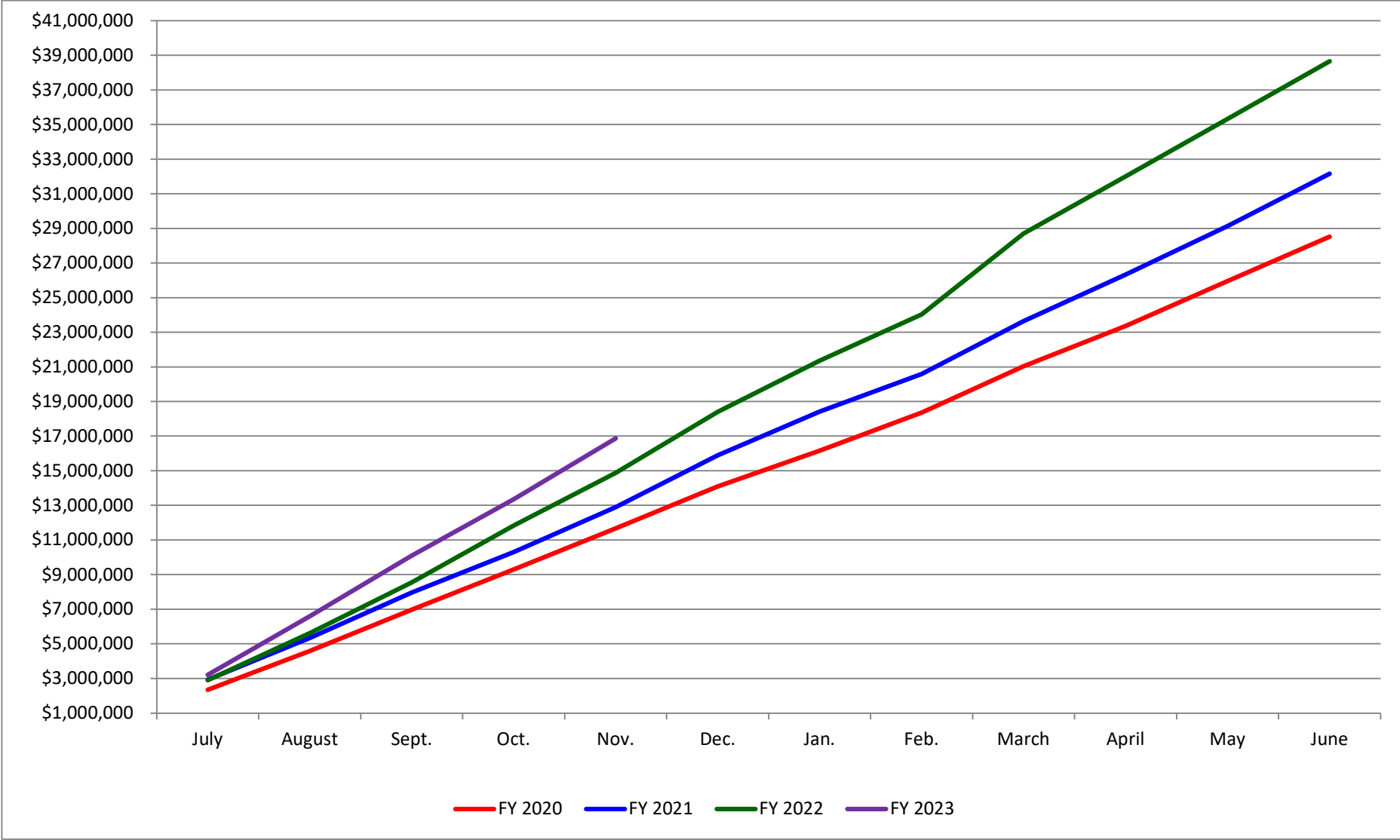


January		
2023	\$	87,112,133
2022	\$	82,931,683
2021	\$	81,699,172
2020	\$	81,524,980





November	
2023	\$ 16,868,940
2022	\$ 14,868,192
2021	\$ 12,900,426
2020	\$ 11,666,667



**ROWAN COUNTY  
GENERAL FUND  
FISCAL YEARS 2020 - 2023**

**MONTHLY SALES TAX COMPARISONS**

November		
2023	\$	3,511,996
2022	\$	3,040,092
2021	\$	2,593,894
2020	\$	2,370,867

