

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



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

## Rowan County Board of Commissioners

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

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

April 18, 2022 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director James Howden were also present.

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

### CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds said the Board had received a list of five (5) items for consideration as additions to the Consent Agenda.

- **Contract with Tyler Technologies for PACE** (Consent Agenda Item L):  
The Purchasing Director recommends the Board of Commissioners authorize the County Manager to sign a contract with Tyler Technologies for PACE for \$12,580
- **Contract with WSP USA, Inc. for Long Ferry Corridor Study** (Consent Agenda Item M)  
The Planning and Purchasing Directors recommend the Board of Commissioners authorize the County Manager to sign a contract with WSP USA, Inc. for the Long Ferry Road Corridor Study in an amount not to exceed \$37,497.34.
- **Budget Amendment for Health Department** (Consent Agenda Item N)  
Funding awarded in the amount of \$188,843 to support school nurses and school health serving positions.

- **Request to pursue funding via U.S. Senate Appropriations Committee's Congressionally Directed Spending Request** (Consent Agenda Item O)

The Director of Grants Administration and Government Relations asks the Board to approve staff to submit "Congressionally Directed Spending Requests" to North Carolina's United States Senators in support of:

- Road and Sewer improvements in Red Rock
- West End Agricultural Center
- Detox Crisis Center

It is further requested to approve Chairman Edds to write to North Carolina's U.S. Senators on behalf of the Board of Commissioners regarding the Congressionally Directed Spending requests for the above projects.

- **Authorization to request funding for Interchange Justification Report (IJR)** (Consent Agenda Item P)

The Director of Grants Administration and Government Relations asked the Board to approve staff to apply for funding in the amount of \$500,000 to fund completion of an Interchange Justification Report to support the I-85 Interchange Project pursuing federal grant dollars. It is further requested that the Board approve Chairman Edds to write a letter to the County's district legislators regarding the request.

## **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

## **CONSIDER APPROVAL OF THE AGENDA**

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the agenda with the additions above passed unanimously.

## **CONSIDER APPROVAL OF THE MINUTES**

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the minutes of the April 4, 2022 Commission Meeting passed unanimously.

## **1. CONSIDER APPROVAL OF CONSENT AGENDA**

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

The Consent Agenda consisted of the following:

- A. Habilitation Center, LLC Contract for DSS
- B. Yadkin PeeDee Water Management Group MOU and Dues
- C. Tax Refunds for Approval
- D. Grant Agreement NCDOT Project No: 36244.56.11.1 Design/Bid Taxiway Rehabilitation
- E. Davco Roofing and Sheet Metal, Inc Contract for Courthouse Roof

- F. REI Engineers contract for engineering fees for facilities roof
- G. Health Insurance Premiums Effective 07-01-22
- H. Request for Temp Full-Time Senior Heavy Equipment Operator
- I. Acceptance of Grant/Interlocal Agreement for FY 21 Local Justice Assistance Grant
- J. Approval to Apply for 5310 City of Concord FFY22
- K. Blanche & Julian Robertson Foundation Grant Acceptance
- L. Contract with Tyler Technologies for PACE (addition to the Consent Agenda and attached to these minutes for the record)
- M. Contract with WSP USA, Inc. for Long Ferry Corridor Study (addition to the Consent Agenda and attached to these minutes for the record)
- N. Budget Amendment for Health Department (addition to the Consent Agenda and attached to these minutes for the record)
- O. Request to Pursue Funding via U.S. Senate Appropriations Committee's Congressionally Directed Spending Request (addition to the Consent Agenda and attached to these minutes for the record)
- P. Authorization to Request Funding for Interchange Justification Report (IJR) (addition to the Consent Agenda and attached to these minutes for the record)

## **2. PUBLIC COMMENT PERIOD**

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

- Timothy Trogdon, 205 Southern ES Street, Salisbury, NC provided the Board with a handout and talked about trying to improve the 911 emergency system.

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

## **3. PUBLIC HEARING FOR Z 03-22**

Planner Aaron Poplin presented the staff report via a power point for Rezoning Petition Z 03-22. Mr. Poplin stated Connie Merrell on behalf of Merrell Partners was petitioning to rezone two parcels at 1505 Peach Orchard Rd, owned by Diane Brandon, from Rural Residential (RR) to 85-ED-2. The properties were further referenced as county tax parcels 406 010 and 406 126. A majority of parcel 406 126 was zoned 85-ED-2; the front of parcel 406 126 was zoned RR; all of 406 010 is zoned RR. The road frontage for all the properties was on parcel 406 126.

Using the power point, Mr. Poplin showed the site in question, as well as the surrounding areas. Mr. Poplin noted a small sliver of property that was currently unclaimed and for which staff recommended including in the rezoning. Mr. Poplin noted the property owner planned to utilize water/sewer from the City of Salisbury at the site.

Mr. Poplin highlighted the information contained in the staff report with regards to the property's relationship with any plans and policies, consistency with the requested

zoning district's purpose and intent, compatibility of all uses, and potential impact on facilities such as roads, utilities and schools.

Procedurally, Mr. Poplin said the Board must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. A statement of reasonableness is necessary to substantiate a small-scale zoning decision and ensure the decision is "reasonable".

The Planning Board conducted a courtesy hearing for Z 03-22 in February with no one speaking for or against the rezoning. The Planning Board approved the rezoning, including portions of parcels 406 020 and 406 127, with the following statement: Statement of Consistency and Reasonableness- Z 03-22 is consistent with area 2 of the Eastern Area Land Use Plan, the Hwy 29 and I 85 corridor and it is consistent with the 85-ED-2 standards and is reasonable based on the fact that it aligns with the intent and spirit of the ordinance, it is surrounded to the east by CBI and 85-ED-2 districts.

Staff comments were:

- This is a straight rezoning so all uses in the 85-ED-2 district should be considered.
- There can be no conditions of approval.
- Staff recommends rezoning a portion of parcel 406 020 and parcel 406 127 from RR to CBI to remove the rest of the remaining RR zone on the southern side of Peach Orchard Road.

The applicant, Connie Merrell, came forward. Ms. Merrell said the property was being purchased for her husband's company, Structural Unlimited. Ms. Merrell said the company erected concrete buildings. Ms. Merrell felt the property under consideration would be a great fit between their Richmond, VA and Spartanburg, SC business operations. Ms. Merrell described the business operations, current space and the Company's plans for the property in Rowan County if it were to be rezoned. Ms. Merrell stated the Company, currently headquartered at 6130 Harris Technology Boulevard in Charlotte, NC, would be a good neighbor in Rowan County and follow all requirements.

Commissioner Caskey inquired if the property would be a satellite office or if Structural Unlimited planned to move its headquarters to Rowan County. Ms. Merrell said for now the Company would probably use its Charlotte office. Ms. Merrell said approximately 90% of their employees were on the road, setting up and tearing down cranes and moving to the next job site. Ms. Merrell said she lived in Cabarrus County not far from the Rowan County line. Ms. Merrell expressed appreciation for the feel of home that she and her husband felt in Rowan County, both personally and professionally.

In response to an inquiry from Chairman Edds, Mr. Poplin said since the request was a straight district rezoning, everything in the ED-2 District would have to be considered.



Ms. Merrell confirmed to Chairman Edds the Company would be utilizing the accessibility of city water; however, she said they had not spoken with the City as she and her husband had felt the rezoning should be the first step.

Commissioner Greene inquired as to the size of the building. Ms. Merrell said it was estimated anywhere from 5,000 square feet to upwards of 8,000 square feet. Ms. Merrell said there would also be an office space for the Company and they would potentially build another office space in the future for the Company to possibly lease out.

Chairman Edds opened the public hearing to receive citizen input regarding Z 03-22. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency and Reasonableness as follows: Z 03-22 is consistent with area 2 of the Eastern Area Land Use Plan, the Hwy 29 and I 85 corridor and it is consistent with the 85-ED-2 standards and is reasonable based on the fact that it aligns with the intent and spirit of the ordinance, it is surrounded to the east by CBI and 85-ED-2 districts. The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve Z 03-22 passed unanimously.

#### **4. PUBLIC HEARING FOR ZTA 02-22: CONDITIONAL ZONING**

Assistant Planning Director Shane Stewart provided a power point as he presented the staff report for ZTA 02-22. Based on the staff report, staff was requesting an amendment to sections 21-11, 21-61 and 21-62 of the Zoning Ordinance regarding development agreements and conditional districts. Specifically, amendments to conditional districts involved the following sections: application details, administrative minor changes, and district expiration.

Mr. Stewart reported that over the past decade or more, generally half of all rezoning requests received had been for a conditional district (CD); a trend likely to continue. The district serves as a necessary approach in rezoning property that offers additional clarity on permitted development in the district through submission of a site plan and other details, which allowed an appropriate evaluation of the request. One challenge with a CD request related to the required process to consider plan changes that may arise after the rezoning. Current language included three (3) variables that may be used by Planning Staff to guide a decision into whether a proposed variation in plan detail would be required to repeat the original rezoning process.

Staff proposed additional guidance for minor change decisions and the elimination of waiting periods where amendments may be requested, the latter of which was rarely used. Revocation language is proposed for removal, which was historically consistent with that for special use permits (quasi-judicial decisions), but not as relevant in

legislative decisions. New language is provided indicating the same two (2) year duration to obtain permits for development within the CD but would not “expire” unless a subsequent rezoning was initiated by staff.

Using the power point, Mr. Stewart highlighted the recommended changes.

Procedurally, Mr. Stewart said the Commissioners must develop a statement of consistency regarding the proposed zoning ordinance amendment describing whether its action was consistent with any adopted comprehensive plans.

Mr. Stewart said the required notices for the hearing were published in the Salisbury Post on April 7, 2022 and again on April 14, 2022.

The Planning Board met on March 28, 2022 and no one provided comments during the courtesy hearing. The Planning Board voted unanimously to recommend approval of the request, with two (2) minor wording changes incorporated, based on the following statement of consistency: ZTA 02-22 is reasonable, appropriate and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plan. Furthermore, the adoption of ZTA 02-22 is deemed an amendment to the East and West Area Land Use Plans based on the following:

1. It adds definition and flexibility for conditional districts based on guidance by the North Carolina School of Government; and
2. It adds flexibility for staff level amendments to establish and approve the CDs;
3. It adds better definition on expiration of approved CDs that have not been acted upon.

A brief question and answer period followed the presentation between board members and Mr. Stewart.

Chairman Edds opened the public hearing to receive citizen input regarding ZTA 02-22. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Caskey moved approval of the Statement of Consistency as follows: ZTA 02-22 is reasonable, appropriate and necessary to meet the development needs of Rowan County not previously envisioned by the East and West Area Land Use Plan. Furthermore, the adoption of ZTA 02-22 is deemed an amendment to the East and West Area Land Use Plans based on the following:

1. It adds definition and flexibility for conditional districts based on guidance by the North Carolina School of Government; and
2. It adds flexibility for staff level amendments to establish and approve the CDs;
3. It adds better definition on expiration of approved CDs that have not been acted upon.

The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Klusman moved approval of ZTA 02-22 followed by a second from Commissioner Greene. The motion passed unanimously.

The text amendments were approved as follows:

Existing text proposed for deletion appear ~~highlighted with strikethroughs~~ while new text appear as **bold red text**.

## Chapter 21: ZONING ORDINANCE

### Article I. In General

#### Sec. 21-1. Title.

#### Sec. 21-2. Purpose.

#### Sec. 21-3. Authority.

#### Sec. 21-4. Definitions.

#### Sec. 21-5. Jurisdiction.

#### Sec. 21-6. Bona fide farms exempt.

#### Sec. 21-7. Severability.

#### Sec. 21-8. Abrogation.

#### Sec. 21-9. Use or sale of land or buildings except in conformity with chapter provisions.

#### Sec. 21-10. Relationship to other ordinances.

#### Sec. 21-11. Permit choice, vested rights, ~~and~~ site-specific vesting plans, **and development agreements**.

Sec. 21-11. Permit choice, vested rights, ~~and~~ site-specific vesting plans, **and development agreements**.

Pursuant to G.S. 143-755, 160D-108, ~~and~~ 160D-108.1, **and Article 10 of 160D** provisions to secure a permit choice, vested right, ~~or~~ site-specific vesting plan, **or development agreement** shall be as follows:

(a) *Permit choice.*

(b) *Vested rights.*

(c) *Site-specific vesting plans.*

**(d) Development Agreements. Properties subject to an approved development agreement with the Board of Commissioners consistent with Article 10 of G.S. 160D may have a vesting period which exceed the duration identified in this subsection.**

Sec. 21-61. Conditional districts.

(a) *Purpose.* There are instances where ~~certain uses may have significant impacts on the surrounding area and the county which cannot be predetermined and controlled by general district standards. As a result, a general zoning district designation is clearly inappropriate for a property, but a specific use or uses permitted as a conditional district subject to development requirements to address the anticipated impacts would be consistent with the spirit and intent of this chapter.~~ **a rezoning request to a general district would be inappropriate and could not effectively be managed by the district's general development standards. As an alternative manner to evaluate such a request, a conditional district may propose specific development standards necessary to address anticipated impacts on surrounding properties and the county, establish consistency with adopted plans, and / or provide a clear understanding of the type and degree of future development allowed within the district. This can often be achieved by the commitment to a specific use or uses permitted in the conditional district, increased development standards, or site plan details, which are tailored to address the aforementioned objectives and sufficient to allow for an appropriate evaluation of the request.** This voluntary procedure must be petitioned by the property owner or their authorized agent as a ~~firm~~ development proposal and not for securing early zoning for tentative uses which may not be undertaken for a long period of time.

<i>General Zoning Districts</i>	<i>Conditional Districts</i>
RS	RS (CD)
RR	RR (CD)
RA	RA (CD)
MHP	MHP (CD)
MFR	MFR (CD)
CBI	CBI (CD)
85-ED-1	85-ED-1 (CD)
85-ED-2	85-ED-2 (CD)
85-ED-3	85-ED-3 (CD)
85-ED-4	85-ED-4 (CD)
IND	IND (CD)
NB	NB (CD)
INST	INST (CD)

(b) *Applications.* Applications for conditional districts shall be on forms provided by the county planning and development department. Only property owners or their authorized agents shall apply for rezoning to an appropriate conditional district (amended 6-19-00). **In addition to the general information required in section 21-52 and other applicable sections of this chapter, the petitioner may propose additional limitations or restrictions to ensure compatibility between the development and the surrounding area. The applicant may propose additional limitations or restrictions that address: compatibility between the development and surrounding area; anticipated impacts; land use plan objectives; or other concerns. Supporting documentation must clearly identify proposed restrictions or conditions that exceed general district standards and govern future development within the district.** Only uses listed in section 21-113 as permitted by right **or as a CD** may **and as a CD** be considered within a conditional district.

**Applications must include a site plan containing information from section 21-52 including the general location and size of buildings, proposed streets, parking areas, and other operational area improvements. While the applicant has discretion in the level of detail or conditions offered to govern the proposed conditional district, the application must contain sufficient content for a substantive evaluation by the board of commissioners. The applicant must consider the potential degree of administrative change afforded to an approved district in section 21-62(d) when submitting an application.**

(c) *Permitted uses and development requirements.* **Upon approval of If approved as** a conditional district, only the use or uses identified in the conditional district are allowed subject to any associated conditions or limitations therein. All use requirements of the underlying general use district **and section 21-64, if applicable,** shall apply as well as all other requirements of the ordinance. In no situation shall approval of a conditional district reduce required standards of this ordinance unless otherwise provided herein.

(d) *Review Procedures.* Conditional district requests shall follow review procedures referenced in Sec. 21-362.

(e) *Conditional District Approval.* The board of commissioners may approve a reclassification of a property to a conditional district only upon determining that the proposed use or uses will meet all standards and regulations in this chapter that are applicable. Specific conditions applicable to the district **may** be proposed by the petitioner or the board of commissioners, but only those conditions consented by the petitioner in writing consistent with G.S. 160D-703(b) may be incorporated into the zoning regulations. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to applicable ordinances, officially adopted comprehensive plans, or impacts reasonably expected to be generated by the development or use of the site.

The approval of the district and any requested conditions shall be included on **an a certificate of approval** form provided by the county. If the approval and any attached conditions are acceptable to the petitioner, then this acceptance shall be indicated by the petitioner signing the approval form.

(Ord. of 1-19-98, § IV; Ord. of 6-17-02; Amend. of 3-7-05; Amend. of 2-20-06(1); Amend. of 6-16-08; Amend. of 6-19-10; Amend. of 3-5-12; Amend. of 9-6-16; Amend. of 6-21-21)

Sec. 21-62. Effect of approval for conditional districts.

- (a) *Conditions attached to approval.* Approval of a conditional district and the attached conditions are binding on the property as an amendment to the zoning maps. All subsequent development and use of the property shall be in accordance with the standards for the approved conditional district, the approved rezoning request, and all conditions attached to the **certificate of approval**. ~~In accordance with Sec. 21-11(c), an approved conditional district secures a vested right to undertake a project for two (2) years unless a longer duration is requested by the applicant and approved by the Board of Commissioners.~~
- (b) *Uses allowed.* Only uses and **structures development** indicated **on within** the approved **site plan conditional district** shall be allowed on the subject property. All uses and structures in a conditional district shall also comply with all standards and requirements for development in the underlying zoning district.
- (c) *Effect on zoning maps.* Following approval of the rezoning request for a conditional district, the subject property shall be identified on the zoning map by the appropriate district designation as listed in section 21-61 (a). All parallel conditional use districts approved prior to September 6, 2016 shall hereby be replaced by a comparable conditional district. For example, a pre-existing CBI-CUD designation will be changed to a CBI-CD designation. Associated applications, site plans, conditions, and limitations placed on the conditional use district are incorporated without change into the standards and conditions for the new conditional district. Changes to a pre-existing conditional use district are subject to the conditional district process identified in subsection (d). Nothing in the section shall be interpreted to invalidate a pre-existing conditional use district.
- (d) *Alterations to approval.* Alterations to an approved plan for a conditional district shall be as provided in this subsection.
- (1) Except as provided in subsection (2) below, changes to the approved conditional district and maps shall be treated as amendments to this chapter and the zoning maps.
- (2) Minor changes.
- a. The county recognizes slight deviations in **site-specific development proposals plans** may arise **from circumstances that could not reasonably be anticipated during the rezoning, warranting which may warrant** changes to the plans and therefore offers a provision for administrative approval of a minor change. The applicant may submit a written request to the planning director that includes supporting documentation (e.g. federal / state permits, survey / engineering information, **water or sewer permit, soil suitability**) substantiating the need for the minor change. After reviewing the record of proceedings, the planning director may consider minor changes that are substantially similar to that approved by the Board of Commissioners **except in instances where reliance was made on an adopted development condition identified on the certificate of approval. Additionally, each request must comply with all of subject to** the following criteria **used as a guide in evaluating and approving a minor change request:**
1. Relocation of **an** operational area improvement(s) that **do does** not project into the **required adopted conditional district** setback **for that respective improvement;**
  2. **Reduced setback of no more than ten (10) percent for the operational area improvement depicted on the approved plan, provided compliance with the corresponding general district setback;**
  3. **Increase in total gross floor area(s) by no more than ten (10) percent of the floor area(s) depicted on the approved plan, provided the size comply with the corresponding general and / or overlay district allowance;**
  4. **Change in driveway location along the same road provided the location complies with NCDOT standards;**
  5. Structural alterations that do not significantly effect the basic style, ornamentation, and / or character of the building; **or**
  6. Change in detail which does not affect the basic relationship of the use to the required standards of the applicable ordinances or condition(s) of approval; **or**
  7. **Any change that impose a standard greater than the conditional district.**
- b. Regardless of Sec. 21-62(d)(2)(a)(1-3), the planning director may **forward the requested change to the Board of Commissioners for consideration require the applicant to submit a new application** in the same procedure as required for the original issuance of the conditional district as per Sec. 21-61(b). **All Additionally, all** other changes shall be reviewed **by the Board of Commissioners** as per Sec. 21-61(b). Modifications requesting reduction of the minimum standards within the zoning ordinance shall be treated as a variance request and not considered herein.
- ~~c. Requests for a minor change may be submitted to the planning director at any time, although proposals~~

~~to change or amend any approved conditional district shall not be considered by the Board of Commissioners within one (1) year after date of original authorization of such permit or within one (1) year after hearing of any previous proposal to amend or change the district unless deemed appropriate by the planning director. Applicants of amendment proposals to the Board of Commissioners within the one (1) year period denied by the planning director may request referral to the Board. Failure of the Board of Commissioners to schedule a legislative hearing regarding an amendment shall constitute denial of the request and conditions of the original district shall remain in effect.~~

~~d. The Board of Commissioners may consider revocation of an approved conditional district through the same procedure as the original permit. Following the hearing, the Board of Commissioners may elect to revoke the district if it is factually determined that one or more instances listed below have occurred:~~

- ~~(1) Substantial departure from the approved application, plans, or specifications;~~
- ~~(2) Refusal or failure to comply with the requirements of any applicable local development regulation;~~
- ~~(3) False statements or misrepresentations made in securing the approval; or~~
- ~~(4) Mistakenly issued in violation of an applicable State or local law.~~

~~Failure to validate at least one of these instances shall allow the conditional district to remain valid. Petitioners may appeal this decision to superior court. Should a conditional district be revoked, the Board of Commissioners will rezone the property back to a general zoning district.~~

**(e) Expiration. If a zoning permit is not issued for development allowed in the conditional district within two (2) years of district approval or within a longer duration established by section 21-11, the Planning Director may review effort made and / or continued interest in the proposed development with the property owner or developer. If it is apparent that development within the district may not occur for a long period of time, the Planning Director may schedule a courtesy hearing to consider an appropriate general zoning district consistent with section 21-362. Absent a rezoning to a general zoning district, all conditions, restrictions, and plan details of the conditional district remain in effect.**

(Ord. of 1-19-98, § IV; Ord. of 10-18-04; Amend. of 11-2-09; Amend. of 10-4-10; Amend. of 3-5-12; Amend. of 9-6-16; Amend. of 6-21-21)

## **5. LITTER REPORT**

Chairman Edds read from the Litter Report in the agenda packet. During the month of March, Rowan County's self-funded litter mitigation program removed 18,990 lbs. of roadside litter and debris along with 47 discarded tires.

The Rowan County Sheriff's Office, by virtue of the Environmental Crimes Special Deputy, contributed to curb illegal dumping by issuing 9 citations for littering or illegally dumping and by identifying 20 illegal dump sites along with providing public outreach and promoting the Department of Environmental Management's **Secure Your Load** and proper waste disposal initiatives.

## **6. FINANCIAL REPORTS**

Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of March 2022 - \$113,573,563
- Annual Cumulative Revenue Comparisons as of March 2022 - \$133,004,549
- Annual Cumulative Current Year Property Tax Comparisons as of February 2022 – \$ 85,681,442
- Annual Cumulative Sales Tax Comparisons as of December in FY '2022 - \$17,823,862
- Monthly Sales Tax Comparisons as of December in FY' 2022 - \$3,534,929

## **7. BUDGET AMENDMENTS**

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

- Finance – Transfer funds to cover precinct workers and part-time salaries through the end of the fiscal year. \$12,875
- Sheriff – Recognize insurance payment received from wrecked asset forfeiture vehicle and place funds in the proper expense capital asset: Asset Forfeiture Account to allow for purchase of replacement vehicle. \$15,308
- Finance – Recognize reserved funds from FY 2021 for Sheriff's Office. Reserved funds represent money received by a department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. \$3,070
- Finance – Requesting a budget amendment to address estimated rest of year occupancy fees received and paid out to Rowan County TDA. \$315,000
- Airport – Request to transfer money from the General Fund, using Article 44 economic development reserves to the Airport Fund to purchase large fan. \$20,892

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

## **8. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 6:57 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Chairman Edds took a brief moment to introduce and welcome Ann Kitalong-Will, recently hired as the County's Director of Grants Administration and Government Relations. Chairman Edds also wished County Manager Aaron Church a happy birthday.

Chairman Edds declared the Board adjourned.

Respectfully Submitted,



Carolyn Barger, MMC, NCMCC  
Clerk to the Board



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



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John W. Dees, II, County Attorney

## Rowan County Board of Commissioners

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

April 18, 2022

To: Rowan County Board of Commissioners  
From: Carolyn Barger, Clerk to the Board of Commissioners  
Date: April 18, 2022

The following items have been submitted for the Board to consider as additions to the Consent Agenda this evening:

1. **Contract with Tyler Technologies for PACE:**

The Purchasing Director recommends the Board of Commissioners authorize the County Manager to sign a contract with Tyler Technologies for PACE for \$12,580

2. **Contract with WSP USA, Inc. for Long Ferry Corridor Study**

The Planning and Purchasing Directors recommend the Board of Commissioners authorize the County Manager to sign a contract with WSP USA, Inc. for the Long Ferry Road Corridor Study in an amount not to exceed \$37,497.34.

3. **Budget Amendment for Health Department**

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4. **Request to pursue funding via U.S. Senate Appropriations Committee's Congressionally Directed Spending Request**

The Director of Grants Administration and Government Relations asks the Board to approve staff to submit "Congressionally Directed Spending Requests" to North Carolina's United States Senators in support of:

- Road and Sewer improvements in Red Rock
- West End Agricultural Center
- Detox Crisis Center

It is further requested to approve Chairman Edds to write to North Carolina's U.S. Senators on behalf of the Board of Commissioners regarding the Congressionally Directed Spending requests for the above projects.

5. **Authorization to request funding for Interchange Justification Report (IJR)**

The Director of Grants Administration and Government Relations asked the Board to approve staff to apply for funding in the amount of \$500,000 to fund completion of an Interchange Justification Report to support the I-84 Interchange Project pursuing federal grant dollars. It is further requested that the Board approve Chairman Edds to write a letter to the County's district legislators regarding the request.



**Rowan County Purchasing Department**

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

Addition to the  
Consent Agenda  
as Item L

C. Barger  
4/18/2022

To: Rowan County Board of Commissioners  
Aaron, Church, County Manager

From: Anna Bumgarner, Director of Purchasing/Contract Administration  
Randy Cress, Assistant County Manager

Re: Contract with Tyler Technologies for PACE

Date: April 18, 2022

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The Tyler PACE 60 hours of Professional Services will allow for multiple paths of progression through our migration to bring all County departments involved with Residential and Commercial construction, planning and permitting into the Customer Self Service portal. This specific project will focus on completion of the Planning and Development online permitting and fees while our Energov Assist focuses on the new Environmental Health onboarding. Although this contract cost is for \$12,580, the County has two (2) other contracts with Tyler this budget year that total \$208,039.98. One is for the Renewal of Munis Services for Financials, Human Resources and Payroll Administrative Software and the other is for Energov.

Attached is the contract with Tyler Technologies

Recommendation: The Purchasing Director recommends that the Board of Commissioners authorize the County Manager to sign a contract with Tyler Technologies for PACE to for \$12,580.



Quoted By: Stanley John  
Quote Expiration: 09/27/22  
Quote Name: Rowan County - EPL Comm. Health Training  
Quote Description: Rowan County - EPL Comm. Health Training

**Sales Quotation For:**  
Thomas Roemer  
Rowan County  
Suite 140  
130 W Innes Street  
Salisbury NC 28144-4345  
Phone: +1 (704) 216-8177

**Professional Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation - Remote	60	\$ 185	\$ 11,100	\$ 0
Project Management	8	\$ 185	\$ 1,480	\$ 0
TOTAL			\$ 12,580	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 12,580	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0

Summary Total	\$ 12,580	\$ 0
Contract Total	\$ 12,580	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
--------------------	-------	-------	-------

Print Name:	_____	P.O.#:	_____
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*All Primary values quoted in US Dollars*

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be Invoiced In advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



**Rowan County Purchasing Department**

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

Addition to the  
Consent Agenda  
as Item M  
C Barger  
4/18/2022

To: Rowan County Board of Commissioners  
Aaron, Church, County Manager

From: Anna Bumgarner, Director of Purchasing/Contract Administration  
Ed Muire, Planning Director

Re: Contract with WSP USA, Inc for Long Ferry Corridor Study

Date: April 18, 2022

---

On February 3, 2022, Rowan County received proposals from 5 companies for the Long Ferry Road Corridor Study. The Corridor Study will evaluate increases in vehicular and truck traffic and access to several prospective non-residential properties. The Long Ferry Road corridor plan will help determine the best traffic control methods to supplement the overall street network. The study will be partially reimbursed with Federal-aid funding through the NC DOT. After reviewing the 5 proposals the County would like to enter into contract with WSP USA, Inc. to complete this corridor study. The not to exceed amount for this study is \$37,497.34

Attached is the contract with WSP USA, Inc and the committee scoring sheet.

Recommendation: The Planning and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to sign a contract with WSP USA, Inc for the Long Ferry Road Corridor Study in an amount not to exceed \$37,497.34.

Long Ferry Road Corridor Study  
Committee Scoring Sheet

	Maximum Points	BMG	Exult	Kimley-Horn	RKK	WSP
<b>Corridor Study Experience</b>	<b>40</b>	30.4	27	36.8	30.8	36.6
<b>Qualification of Staff</b>	<b>20</b>	14.6	14.8	17.4	17.2	17.8
<b>Methodology</b>	<b>20</b>	13.6	14.8	16	17.2	18
<b>Availability of Key Staff</b>	<b>20</b>	13.4	13.6	11.6	16.6	17.8
<b>Total</b>	<b>100</b>	72	70.2	81.8	81.8	90.2

**Notes:**

Review 1

WSP-liked Figure 1 liked examples

Exult - 4 month timeline concern

BMG - Only 4 staff listed concern

Reviewer 2

BMG - concerned about small staff size

Exult - lack of planners

K-H - seemingly low availability until later this year

RKK - limited corridor experience

WSP - very strong all around

Reviewer 5

All of these consultants are prequalified in the codes advertised in the RFLOI

K-H seems to have the most experience working in this area with corridor studies

curious to see the types of data that will be utilized (MRM, TEEAS, Traffic counts etc.)

RKK and BMG did a good job explaining some of these

## ROWAN COUNTY

## AGREEMENT FOR SERVICES

## NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and WSP USA INC. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or deliverables to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the deliverables (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider shall render the services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the project and at the time the services are to be performed. The Provider's standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not performed in accordance with this Agreement until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this



Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified from such requirements. The County shall be listed as an additional insured on all required insurance except workers compensation. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced from such requirements.

7. Indemnity. The Provider agrees that it shall indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, costs, damages, or expenses (including reasonable attorneys' fees) to the extent resulting from the negligent performance of this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority. This provision shall not be interpreted to negate the County's obligation to compensation the Provider for Services performed prior to such thirty (30) days notice of termination.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations. In accordance with Exhibit B, the Provider agrees to contractual requirements of the Civil Rights Act of 1964, Title VI.

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.



18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: \_\_\_\_\_

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: 

Name: Daniel H. Bridges

Title: Vice President

## EXHIBIT A

### CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider. The Provider shall perform the services set forth in Attachment A.
- B. Term of the Agreement. The Provider shall perform the Services in accordance with the schedule set forth in Attachment A.
- C. Payment to the Provider. For services to be performed hereunder, the County shall pay the Provider a not to exceed contract amount of \$37,497.34 as set forth in Attachment B.
- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.
- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:
- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
  - Workers' Compensation in the amount of \$500,000 employer's liability
  - Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage with County listed as additional insured.
- E. Contact Information.

THE COUNTY

AARON CHURCH,  
COUNTY MANAGER  
130 West Innes Street  
Salisbury, NC 28144  
Telephone: 704-216-8180

THE PROVIDER

BRADLEY REYNOLDS  
PROJECT MANAGER  
434 Fayetteville Street, Suite 1500  
Raleigh, NC 27601  
Telephone: 919-376-2736

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

BY: \_\_\_\_\_

Name: Aaron Church

Title: County Manager

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

THE PROVIDER

BY: Bradley Reynolds

Name: Bradley Reynolds

Title: Project Manager

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

\_\_\_\_\_  
(Signature of County Finance Officer)

## EXHIBIT B

### CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Provider, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal funding agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the County or the Federal funding agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it and the Federal funding agency may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of Paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the County or the Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT A





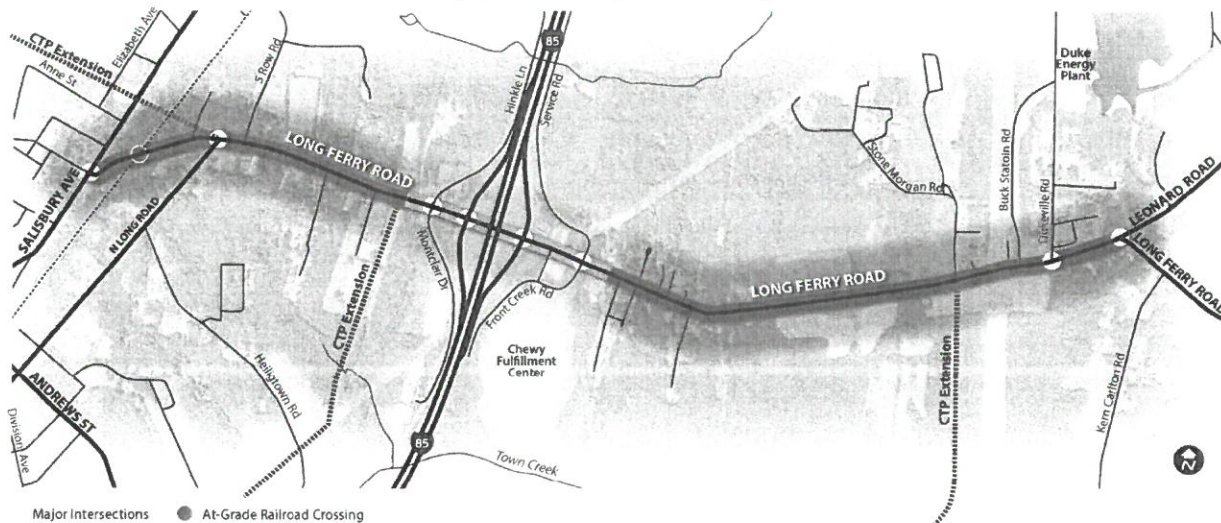
## LONG FERRY ROAD CORRIDOR STUDY

### Scope of Work

Rowan County, in collaboration with the North Carolina Department of Transportation (NCDOT) and the Cabarrus-Rowan MPO, is seeking a corridor study for Long Ferry Road from US 29 (Salisbury Avenue) to Leonard Road (SR 2168). The objective of this corridor study is to evaluate increases in vehicular and truck traffic and access to several prospective non-residential properties. The Long Ferry Road corridor plan will help determine the best traffic control methods to supplement the overall street network. Figure 1 shows the study area location. Study goals will endeavor to:

- Identify ways to increase traffic safety, mobility, and comfort;
- Identify potential traffic problems, and explore cost-effective solutions;
- Explore traffic calming solutions;
- Identify solutions for accommodating increased truck traffic.
- Provide a recommended cross section(s) that fosters economic development
- Develop land use policies to preserve the integrity of the corridor

**Figure 1: Study Area Map**



The approximately 3-mile corridor includes the following eight (8) existing intersections:

**Table 1. Corridor Study Intersections**

#	Intersecting Roadway(s) along Long Ferry Road
1	US 29 (Salisbury Avenue)
2	Long Street
3	Montclair Drive/Hinkle Lane
4	I-85 Southbound Ramps
5	I-85 Northbound Ramps
6	Front Creek Road/Service Road
7	Buke Station Road
8	Leonard Road



## **Background**

Rowan County is interested in identifying ways to increase traffic safety, mobility and operations along Long Ferry Road while resolving traffic problems with cost-effective solutions. The Long Ferry Road corridor is an important east-west transportation corridor connecting Spencer, I-85, and recreational opportunities while consisting primarily of residential, highway corridor commercial and industrial uses, and agricultural land uses. Commercial and industrial uses are abundant in and near the US 29/ I-85 and NC 152 commercial and industrial corridors. Long Ferry Road is identified in the CRMPO Comprehensive Transportation Plan (CTP) as needing roadway improvements while incorporating new major thoroughfare connections, a railroad grade separation, and roadway realignment at US 29. This corridor study will recommend Context Sensitive Solution (CSS) that respects the local community, plans for future land use development, identifies access management and traffic calming solutions, and increases traffic mobility and safety along Long Ferry Road.

The study will incorporate the existing and future growth built into the Regional Travel Demand Model to determine future travel demand along the corridor. The study will also incorporate data and findings from other ongoing studies in the area, if any.

## **Task 1: Data Collection**

WSP will gather the following information for review and evaluation to assist in developing improvement recommendations:

- Available GIS data for parcels, right-of-way, and utilities.
- Historic Annual Average Daily Traffic (AADT) (to be obtained from NCDOT).
- AM and PM peak hour turning movement counts including duals, TTSTs, bikes and pedestrians (to be collected by WSP at 8 intersections included in Table 1).
- 48-hour ADT volume/speed/classification counts (to be collected by WSP at 2 locations, east and west of I-85).
- Existing traffic control data at the study area intersections
- Crash data for most recent five (5) year period (to be obtained from NCDOT).
- Planned roadway and private development projects (to be provided by Rowan County and NCDOT).
- Available Traffic Impact Studies (TIAs) from adjacent developments (to be provided by Rowan County and NCDOT).
- Existing and future transportation plans, land use plans, small area plans, and previous studies along the corridor, if any (to be provided by Rowan County).
- Latest version of the Metrolina Regional Model (MRM) (to be provided by CDOT).
- Observations of AM, mid-day and PM peak period operations along the corridor (to be collected by WSP).

## **Deliverables**

*WSP will provide collected traffic and crash data, traffic control data, planned projects, transportation plans, and MRM output in the final report.*





## Task 2: Existing Conditions Assessment

WSP will develop an existing conditions assessment to understand the physical characteristics, growth, and traffic conditions of the corridor.

- Existing studies and plans will be reviewed to understand recent and future land use and development along the corridor. Where TIAs have been prepared, those will be reviewed for traffic and growth information.
- The regional travel demand model, supplemented with field data collection and data from other reports and studies, will be utilized to review and assess TAZ population and employment projections, outline level of service (LOS) during the weekday peak morning and afternoon hours, volume to capacity (V/C) ratios, and travel characteristics for existing and horizon years.
- A land use assessment, review of parcel data, and high-level market corridor build out potential will be conducted.
- GIS data obtained through Rowan County will be utilized to understand right-of-way and utility limits along the corridor.
- Crash data will be used to prepare summary of crashes occurring over the last five years.
- WSP will conduct one (1) in-person meeting with Rowan County and Town of Spencer staff to discuss current issues and challenges along the corridor, and to understand recent and future growth and development.

### Deliverables

WSP will provide an existing conditions assessment summary and map(s) of the corridor in the final report.

## Task 3: Traffic Operations Analysis

### Existing Conditions Analysis

WSP will perform a traffic capacity analysis under existing conditions for the weekday AM and PM peak hours using *Synchro* and *SimTraffic* software. WSP will summarize the performance measures for each of the study intersections in terms of LOS, delay and queue lengths.

### Projected Growth and Planned Projects

Using historic AADT data, planned roadway projects and private development project information, WSP will determine the recent traffic growth patterns and projected future growth at the study intersections and study corridor in collaboration and approval by Rowan County and NCDOT. Site specific private development, where available, and an annual background growth rate will be applied to the intersection turning movement volumes to determine future year traffic volumes in 2030.

### Future Year Analysis

A traffic capacity analysis under future year no build (2030) and build (2030) conditions will be performed for the weekday AM and PM peak hours using *Synchro* and *SimTraffic* software. The build alternative will determine the recommended cross-section for the corridor as well as specific intersection improvements based on future demand. *Synchro* and *SimTraffic* will be used to evaluate intersection geometry and traffic control to improve



## Long Ferry Road Corridor Study

*Scope of Work*

traffic flow. WSP will summarize the performance measures the future year no build and build intersections in terms of LOS, delay and queue lengths. WSP will identify the need for potential intersection improvements based on planned land uses, development plans, and NCDOT access management guidance..

Based on the future year conditions, WSP will recommend the following elements to improve safety, mobility, and operations in the study area:

- Future cross-section(s) along Long Ferry Road
- Intersection and roadway geometrics (i.e., turn lanes, access management)
- Future traffic control
- Identify truck traffic mitigations
- Identify safety improvements
- Land use recommendations

### Deliverables

*WSP will provide 2022 existing, 2030 no build, and 2030 build alternative AM/PM traffic volumes and capacity analysis (electronic format) in the report.*

### **Task 4: Crash and Safety Analysis**

WSP will obtain crash data for the corridor from NCDOT for the most current five (5) years. WSP will compile historical crashes along the Long Ferry Road corridor, review crash/safety concerns, and prepare summary table identifying critical crash rates, crash patterns, and potential safety issues. WSP will identify potential safety countermeasures to address crash patterns identified by the section analysis, and review of high crash locations.

### Deliverables

*WSP will provide electronic files of the section crash analysis in the report.*

### **Task 5: Public Engagement**

As part of this corridor study, input from the community will be important to developing the context sensitive build alternative. The following engagement activities are proposed:

- An online public engagement project website hosted, updated, and managed by Rowan County will be established. This will allow members of the public to learn about the project, see existing conditions and other study data, identify locations on a map where they can provide comments on corridor challenges and opportunities, and where they can review and offer comments on the corridor plan.
- WSP will provide public engagement material, content and suggested template to Rowan County for the project website.
- As requested under separate agreement, the WSP team could participate and coordinate with Town of Spencer with future land use planning efforts.
- Prepare presentation and participation by the WSP team (up to 2 staff) in two (2) meetings (Rowan Commission and Spencer Aldermen meetings) to present the Long Ferry Road corridor study findings.





## Long Ferry Road Corridor Study

*Scope of Work*

### Deliverables

*WSP will provide public engagement content and project material to Rowan County.*

*The WSP Team will prepare a PowerPoint presentation for the Rowan County meeting. The PowerPoint presentation will be provided in electronic format.*

### **Task 6: Cross Sections and Estimates**

A build alternative will be developed for the Long Ferry Road corridor and will include proposed cross-section(s), high-level conceptual layout and planning-level cost estimate. The conceptual layout will include the Long Ferry Road corridor from US 29 (Salisbury Avenue) to Leonard Road. In developing the build alternative and cost estimate, the project team will develop design criteria and consider segmenting the corridor into individual cost estimates (phases) to support project development.

### Deliverables

*WSP will provide cross-section(s), conceptual layout, and cost estimates in the report.*

### **Task 7: Technical Report**

A draft Long Ferry Road Corridor Study report will be prepared documenting the methodology, existing conditions, traffic analysis, land use assessment, market build out potential, build alternative development, and corridor recommendations. Rowan County will assemble all project stakeholder comments into one document. Upon receiving comments from Rowan County, WSP will address comments and prepare a final report. Draft and final copies of the report, along with an appendix, will be prepared and submitted in digital format (MS Word and PDF); no hard copies will be prepared.

### Deliverables

*WSP will provide electronic files of the Draft and Final Long Ferry Road Corridor Study.*

### **Task 8: Project Management**

The WSP project manager will provide regular monthly updates on study progress and hold internal bi-weekly staff project coordination calls. Four (4) project team coordination meetings (kickoff, two coordination, closeout) will be scheduled at various project milestones with WSP staff (up to 2 staff per meeting) and Rowan County to discuss project status and action items.

### Deliverables

*WSP will provide monthly invoices and progress reports.*

### **Schedule**

Upon receiving Notice to Proceed, WSP will conduct the study within six (6) months. WSP will establish a defined project schedule in coordination with Rowan County at the project kickoff meeting.

ATTACHMENT B



**Long Ferry Road Corridor Study  
Cost Proposal**

<b>Classification</b>	<b>Employee</b>	<b>Person-Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Transportation Director	Claire Brinkley	5.0	\$80.75	\$403.75
Project Manager	Bradley Reynolds	32.0	\$91.07	\$2,914.24
Sr. Planner	Fred Frank	63.5	\$61.63	\$3,913.51
Traffic Engineer	Thomas Peel	85.0	\$44.43	\$3,776.55
Roadway Engineer	Hunter Reid	51.0	\$43.28	\$2,207.28
Comm. Specialist	Sarah Parkins	12.0	\$38.67	\$464.04
<b>Total Direct Labor</b>		<b>248.5</b>		<b>\$13,679.37</b>
<b>Overhead Rate</b>		130.51%		\$17,852.94
<b>Sub-Total</b>				<b>\$31,532.30</b>
<b>Fee</b>		9.00%		<b>\$2,837.91</b>
<b>Facilities Capital Cost of Money</b>		0.24%		<b>\$32.83</b>
<b>Sub-Total</b>				<b>\$34,403.04</b>
<b>Direct Non-Salary Costs</b>				
Mileage		520	\$0.59	\$304.20
Copies (B&W 8 1/2 x 11)		100	\$0.09	\$9.00
Copies (Color 8 1/2 x 11)		25	\$0.15	\$3.75
Copies (B&W 11 x 17)		25	\$0.83	\$20.75
Copies (Color 11 x 17)		10	\$1.66	\$16.60
Turning Movement Counts - 4 Hrs		8	\$280.00	\$2,240.00
Speed, Class, Volume Counts - 48 hrs		2	\$250.00	\$500.00
<b>Total Direct Non-Salary Costs</b>				<b>\$3,094.30</b>
<b>GRAND TOTAL</b>				<b>\$37,497.34</b>

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>✓</u>	Approved: _____	Budget Revision # _____
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>04/12/2022</u>	Date: _____	Posted by: _____
Signature: <u>Alma Hino</u>	Signature: _____	Approved by: _____



# Division of Public Health Agreement Addendum FY 21-22

Page 1 of 5

Rowan County Public Health  
Local Health Department Legal Name

620 ARPA COVID-19 School  
Health Team Workforce

Activity Number and Description

07/01/2021 – 05/31/2022

Service Period

08/01/2021 – 06/30/2022

Payment Period

☒ Original Agreement Addendum  
☐ Agreement Addendum Revision # \_\_\_\_\_

Women's & Children's Health/Children & Youth  
DPH Section / Branch Name

Jenifer Simone, 919-218-1095

Jenifer.simone@dhhs.nc.gov

DPH Program Contact

(name, phone number, and email)

DPH Program Signature

Date

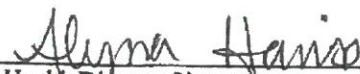
(only required for a negotiable agreement addendum)

## I. Background:

On March 11, 2021, the President signed into law the American Rescue Plan Act (ARPA) of 2021 (P.L. 117-2). ARPA provides additional relief to address the continued impact of the Coronavirus Disease 2019 (COVID-19) pandemic on the economy; public health; state, tribal, local, and territorial (STLT) governments; individuals; and businesses. Under ARPA, the Centers for Disease Control and Prevention (CDC) activated CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response<sup>1</sup> to support public health response to COVID-19. Funds from this act were designated to recruit, hire, establish, expand, train and sustain a public health workforce, which includes school nurses and other school health professionals. Recipients will operate under a two-year budget process in order to allow time to develop solutions for a more sustained public health workforce.

School health is a recognized component of the public health effort for the school aged population. Public health and education are necessary partners in the operation of safe and healthy schools. Efforts should be taken to foster, grow and maintain the tie between public health and education in support of both COVID-19 response programs and other activities that improve population and individual health for students and school staff. In support of sustainable school health/public health programs 25% of the state funds awarded for public health workforce development are designated to support school-based health program workforce positions, including school nurses and other student serving personnel.

<sup>1</sup> <https://www.cdc.gov/cpr/readiness/funding-crisis.htm>



Health Director Signature

(use blue ink)

Date

01/31/2022

Local Health Department to complete:

(If follow-up information is needed by DPH)

LHD program contact name:

Phone number with area code:

Email address:

Cindy Whitley

704-218-8892

Cindy.whitley@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

## II. Purpose:

This Agreement Addendum provides temporary funding for the Local Health Department to support school nurse and/or other school health serving positions (e.g., health educator, school mental health professional, school social worker) to provide services to students. People in those positions will serve as members of a school-based health team, collaborating with local school health programs to provide COVID-19 support and response in schools. Supporting positions may include supplementing the salaries of current positions to improve retention, recruiting, creating, and hiring of new student serving positions to fill gaps in the school-based health team, and/or contracting for positions to fill gaps in the school-based health team to provide and support other school health program activities that foster healthy students who are in school and ready to learn.

## III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Support the employment of one or more school health team workforce positions (i.e., school nurse, school social worker, health educator, mental health professional, etc.) through salary supplement, hiring, or contracting, and for the people in those roles serving as members of the school based health team, to provide services to students.
2. Establish position descriptions for the positions consistent with licensure requirements for the position, current position descriptions on the school-based health team, and professional requirements and standards of practice. In addition to position specific work expectations, descriptions should include:
  - a. COVID-19 response related engagement in student and school health/public health efforts consistent with position type supported.
  - b. Provision and support of other school health program activities that foster healthy students who are in school and ready to learn.
3. Adhere to the following service quality measures:
  - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing or licensing agency of the position type. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
  - b. Services are provided in a culturally sensitive manner.
  - c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

## IV. Performance Measures/Reporting Requirements:

### 1. Performance Measures

- a. Supplement, employ, or contract for the employment of one or more school health team workforce positions.
- b. Upload job descriptions of all team members supported in full or in part with these funds into the Smartsheet Dashboard, located at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.



## 2. Reporting Requirements

Complete the following reports via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>. All of the due dates for these reports are posted on the Smartsheet dashboard.

- a. **Monthly Financial Reports:** The monthly financial reports will report on the prior month. The initial financial report is to report on several months, October 2021 through January 2022, and is due by February 22, 2022. The remaining reports will be monthly, starting with the February 2022 report which is due by March 22, 2022.
- b. **Quarterly Performance Reports:** These will report about the prior quarter's progress on implementing the Agreement Addendum's required hiring of positions. The first two progress reports, for July – September and for October – December, are both due by February 22, 2022. The first progress report must include an estimated timeline for completion of this Agreement Addendum's FY 21-22 deliverables. The quarterly periods for these progress reports are defined as:
  - July – September 2021
  - October – December 2021
  - January – March 2022
  - April – May 2022

Each Quarterly Performance Report shall note whether LHD intends to hire the position directly, subcontract with a Community-Based Organization (e.g., a professional temporary employment agency) to fulfill the function, otherwise contract the position, or other. Other information provided by each report is to include:

1. Overall Goal and actual number of positions hired, both full time and part time. Race and ethnicity for applicants and actual staff hired shall be entered into Smartsheet according to CDC accepted protocol for race, ethnicity and gender including metrics on number of successful hires in relation to hiring goals.
2. Hiring activity type: direct hire, community-based organization hire, contracted hire, other.
3. Types of positions hired: If school nurse or school nurse extender positions are employed, activities provided by these positions shall be reported on the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC).
4. Locations/school assignments of positions hired.
5. The due dates are posted on the Smartsheet dashboard.

## V. Performance Monitoring and Quality Assurance:

1. The Children and Youth Branch will monitor the Local Health Department's performance according to the following plan:
  - a. The RSHNC will review Smartsheet financial reports and Aid-to-Counties draw-down reports to ensure that funds are spent according to allowable use on a monthly basis.
  - b. The RSHNC will monitor recruitment and hiring through Quarterly Performance Reports including review of position descriptions uploaded to Smartsheet.
  - c. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables at least quarterly.



- d. Deliverables, as outlined in this Agreement Addendum, will also be monitored via reported data provided through the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022.
- e. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May 2022), and a copy made available to the Local Health Director.

**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Allowable uses of funds include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce to the extent these are not included in indirect costs.
3. Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, recruitment and hiring costs, staff development and training, IT hardware and software, equipment needed to perform the duties of the position, office supplies, utilities costs including internet, cell phones, travel and other costs associated with support of the expanded workforce.
4. Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable uses listed.
5. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] the LHD agrees as applicable to the award, to:
  - a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
  - b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation);
  - c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of

results of tests intended to detect SARS– CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

- d. Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing.
  - e. This award is contingent upon agreement by the subrecipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.
6. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
    - a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, [https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75\\_1326](https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326)
    - b. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: [https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75\\_1521.ii](https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii)
  7. Unallowable costs:
    - a. Research
    - b. Clinical Care
    - c. Publicity and propaganda (lobbying):
      1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
        - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
        - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
      2. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: [https://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)
    - d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.



**FY22 Activity: 620 School Health Team Workforce**
**Supplement 1**

 Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.354 Fed awd date: 5-19-21 Is award R&amp;D? no FAIN: NU90TP922192 Total amount of fed awd: \$ 62,340,758

CFDA Public Health Emergency Response: Cooperative Agreement

Fed award project description: Cooperative Agreement for Emergency Response: Public Health Crisis Response

Fed awarding agency: DHHS, Centers for Disease Control and Prevention Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	215,614	215,614	Jackson	019728518	76,659	76,659
Albemarle	130537822	668,845	668,845	Johnston	097599104	266,415	266,415
Alexander	030495105	89,668	89,668	Jones	095116935	114,931	114,931
Anson	847163029	134,542	134,542	Lee	067439703	157,465	157,465
Appalachian	780131541	203,860	203,860	Lenoir	042789748	191,823	191,823
Beaufort	091567776	117,600	117,600	Lincoln	086869336	84,421	84,421
Bladen	084171628	152,727	152,727	Macon	070626825	60,536	60,536
Brunswick	091571349	102,783	102,783	Madison	831052873	46,363	46,363
Buncombe	879203560	202,174	202,174	MTW	087204173	316,935	316,935
Burke	883321205	168,001	168,001	Mecklenburg	074498353	865,611	865,611
Cabarrus	143408289	276,598	276,598	Montgomery	025384603	134,305	134,305
Caldwell	948113402	120,758	120,758	Moore	050988146	109,437	109,437
Carteret	058735804	87,009	87,009	Nash	050425677	183,500	183,500
Caswell	077846053	101,212	101,212	New Hanover	040029563	186,943	186,943
Catawba	083677138	192,113	192,113	Northampton	097594477	118,046	118,046
Chatham	131356607	100,623	100,623	Onslow	172663270	225,924	225,924
Cherokee	130705072	61,987	61,987	Orange	139209659	164,360	164,360
Clay	145058231	30,338	30,338	Pamlico	097600456	84,537	84,537
Cleveland	879924850	163,604	163,604	Pender	100955413	104,598	104,598
Columbus	040040016	168,551	168,551	Person	091563718	108,006	108,006
Craven	091564294	168,471	168,471	Pitt	080889694	214,091	214,091
Cumberland	123914376	385,842	385,842	Polk	079067930	53,981	53,981
Dare	082358631	52,685	52,685	Randolph	027873132	188,179	188,179
Davidson	077839744	206,123	206,123	Richmond	070621339	177,075	177,075
Davie	076526651	82,730	82,730	Robeson	082367871	262,971	262,971
Duplin	095124798	195,240	195,240	Rockingham	077847143	138,273	138,273
Durham	088564075	262,706	262,706	Rowan	074494014	188,843	188,843
Edgecombe	093125375	163,995	163,995	Sampson	825573975	199,383	199,383
Foothills	782359004	237,605	237,605	Scotland	091564146	164,861	164,861
Forsyth	105316439	380,910	380,910	Stanly	131060829	100,034	100,034
Franklin	084168632	106,892	106,892	Stokes	085442705	58,599	58,599
Gaston	071062186	235,245	235,245	Surry	077821858	145,793	145,793
Graham	020952383	70,901	70,901	Swain	146437553	98,306	98,306
Granville-Vance	063347626	277,774	277,774	Toe River	113345201	182,185	182,185
Greene	091564591	164,892	164,892	Transylvania	030494215	41,471	41,471
Guilford	071563613	473,213	473,213	Union	079051637	261,457	261,457
Halifax	014305957	157,660	157,660	Wake	019625961	937,523	937,523
Harnett	091565986	197,840	197,840	Warren	030239953	120,224	120,224
Haywood	070620232	67,312	67,312	Wayne	040036170	229,304	229,304
Henderson	085021470	114,247	114,247	Wilkes	067439950	124,848	124,848
Hoke	091563643	159,806	159,806	Wilson	075585695	181,755	181,755
Hyde	832526243	102,958	102,958	Yadkin	089910624	106,779	106,779
Iredell	074504507	184,783	184,783				



Addition to the  
Consent Agenda as  
Item D

C. Barger  
4/18/2022

**Rowan County Office of the Manager**

130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180

FAX 704-216-8195

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Director of Grants Administration & Government Relations

**DATE:** 4/18/2022

**SUBJECT:** Request to pursue funding via U.S. Senate Appropriations Committee's  
Congressionally Directed Spending Request

Opportunities to support three Rowan County projects (listed below) may be available through the U.S. Senate's Fiscal Year 2023 Senate Appropriations Committee's Congressionally Directed Spending (CDS) Request process. Such requests can be made through North Carolina's U.S. Senators. The three projects proposed to request funding via the CDS process include:

- "Road and Sewer Improvements in Redrock,"
- "West End Agricultural Center," and
- "Detox Crisis Center."

It is respectfully requested that the Board of Commissioners approve staff to submit "Congressionally Directed Spending Requests" to North Carolina's United States Senators in support of the above-listed projects.

It is further requested that the Board of Commissioners approve the Chair of the Board to write to North Carolina's U.S. Senators on behalf of the Board of Commissioners regarding the Congressionally Directed Spending requests for the above-listed projects.

Attachments: Senator Richard Burr Congressionally Directed Spending Request Form; Senator Thom Tillis Congressionally Directed Spending Request Form

Equal Opportunity Employer



recycled paper





## **Congressionally Directed Spending Request Form**

**PLEASE COMPLETE THIS ENTIRE FORM AND SUBMIT THE COMPLETED REQUEST, ALONG WITH ANY RELEVANT SUPPORTING DOCUMENTATION, BY EMAIL TO [KYLE\\_SANDERS@TILLIS.SENATE.GOV](mailto:KYLE_SANDERS@TILLIS.SENATE.GOV). ADDITIONALLY, PLEASE COORDINATE WITH RELEVANT POLICY STAFF LEADS ON SPECIFIC SUBCOMMITTEE REQUIREMENTS AND PROGRAMTIC REQUESTS. ALL CONGRESSIONALLY DIRECTED SPENDING REQUESTS ARE DUE AS SOON AS PRACTICABLE.**

---

1. How does this project benefit North Carolina's:
  - a. Veterans, military members, and military spouses;
  - b. Law enforcement/first responders;
  - c. Rural communities;
  - d. Disaster prone communities;
  - e. Competitive advantage against foreign adversaries; and/or
  - f. Working families;
2. Indicate which Appropriations Subcommittee has jurisdiction over this request:
3. Specify which Subcommittee account authorizes funding for this request:
4. Illustrate any precedent for this funding request (examples of similar projects funded in prior years):
5. Project Name:
6. Recipient Name (this information will be filed publicly):
7. Recipient POC name and email address:
8. Project Purpose AND Justification:
9. Total project cost and funding amount requested (including a summary of the cost breakdown):
10. Project type:
11. Project summary:

12. Project's physical location and classification (rural, suburban, urban):
13. Provide compelling evidence of community support (i.e. support letters from elected officials) and list all public/private/tribal partners:
14. List every Congressional Member (US Senate & House) submitting this request on the applicant's behalf:
15. Disclose the funding sources (local, state, federal, private, other) pursued for this project and the amount of funding secured through those channels:
16. Demonstrate the local, regional, and state benefit(s) of this project:
17. Disclose the projected job creation associated with this request and the timeline for job creation:
18. Provide the projected return on investment for this request:
19. Describe the economic impact of this project/request:
20. Include a cost benefit analysis:
  - a. 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. Demonstrate project readiness in terms of:
  - a. Environmental risk and permitting;
  - b. Technical feasibility and capacity; and
  - c. Funding and financial readiness (obligating funds in a reasonable time);
23. Include any innovative strategies deployed such as new technology, public-private partnerships (P3s), and novel project delivery:



# RICHARD BURR

U.S. Senator for North Carolina

## CONGRESSIONALLY DIRECTED SPENDING REQUESTS

PLEASE COMPLETE THIS FORM, SAVE AS A PDF AND SUBMIT THE REQUEST, ALONG WITH ANY RELEVANT SUPPORTING DOCUMENTATION, BY EMAIL TO [NICK\\_HALMRAST@BURR.SENATE.GOV](mailto:NICK_HALMRAST@BURR.SENATE.GOV). ADDITIONALLY, PLEASE COORDINATE WITH RELEVANT POLICY STAFF LEADS ON SPECIFIC SUBCOMMITTEE REQUIREMENTS. ALL CONGRESSIONALLY DIRECTED SPENDING REQUESTS ARE DUE NO LATER THAN APRIL 25, 2022.

PROJECT NAME:	
RECIPIENT NAME:	
RECIPIENT POINT OF CONTACT:	
PHONE NUMBER:	
EMAIL:	
PROJECT LOCATION:	
CONGRESSIONAL DISTRICT:	NC-
SUBCOMMITTEE/FEDERAL AGENCY FOR REQUEST:	
DOLLAR AMOUNT FOR APPROPRIATIONS REQUEST:	\$
TOTAL PROJECT COST:	\$

ADDITIONAL FUNDING SOURCES PURSUED FOR THE PROJECT (LOCAL, STATE, FEDERAL, PRIVATE, OTHER):

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CONGRESSIONAL MEMBERS SUBMITTING REQUEST ON APPLICANTS BEHALF:

--

COMMUNITY SUPPORT FOR PROJECT (PLEASE ATTACH ANY LETTERS OF SUPPORT):

--

PROJECT DESCRIPTION AND COMMUNITY BENEFIT:

--



Addition to the  
Consent Agenda as  
Item P

C. Barger  
4/18/2022



Rowan County Office of the Manager  
130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180

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**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Director of Grants Administration & Government Relations  
**DATE:** 4/18/2022  
**SUBJECT:** Authorization to request funding for Interchange Justification Report (IJR)

The "I-85 Interchange" project has been submitted to the NC Department of Transportation. This project has been scored in P6; the project will carry over to P7. To assist with receiving federal grant dollars to support this project, the County needs to conduct an Interchange Justification Report.

It is respectfully requested that the Board of Commissioners approve staff to apply for funding in the amount of \$500,000 to fund completion of an Interchange Justification Report to support the "I-85 Interchange" project pursuing federal grant dollars.

Further, it is requested that the Board of Commissioners approve the Board Chair to write a letter to Rowan County district's legislators regarding this funding request.

Dear Speaker Tim Moore and Senator Phil Berger,

I am writing to support specially directed funding from your office to support supplemental documents required to apply for federal grant money to assist in the construction of an Interstate 85 interchange project that would bring economic development and opportunity to Rowan County and the Town of East Spencer. The project, which was assigned a Transportation Program Improvement number in the NC Department of Transportation's P6 scoring, was submitted by the Rowan-Cabarrus Metropolitan Planning Organization after a feasibility study was completed in 2021.

The Rowan County Board of Commissioners are requesting \$500,000 from the North Carolina Department of Transportation to complete an interchange justification report (IJR) for the aforementioned project. This report is required by the United States Department of Transportation for the County to apply for federal competitive grants. We are hoping to receive funding for the IJR ahead of the NCDOT's P7 scoring report later this year.

The project is endorsed by the Rowan County Board of Commissioners

Sincerely,

Greg Edds  
Chair, Rowan County Board of Commissioners