**ROWAN COUNTY COMMISSION AGENDA**
**February 6, 2017 - 3:00 PM**
**J. Newton Cohen, Sr. Room**
**J. Newton Cohen, Sr. Rowan County Administration Building**
**130 West Innes Street, Salisbury, NC 28144**

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Call to Order

Invocation

- Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: January 17, 2017

1 Consider Approval of Consent Agenda

A. ROCOC Grant Request for the Robertson Foundation
B. Request to Accept Governor's Crime Commission Grant for RCSO Body Cameras
C. Resolution to Award Sidearm to Retiring Deputy Hinson
D. Resolution to Award Sidearm to Retiring Deputy Miller
E. Oral Health Program Grants
F. Task Order 2016/17-02 CQA Services
G. Task Order 2016/17-03 EPA & Title V Reporting
H. Personal Health Services Fee Schedule
I. Set Public Hearing for Z 01-17 for February 20, 2017
J. Parking Lease With Rowan County Agricultural and Industrial Fair Association
K. Survey Proposal for I-85 Southbound Gateway Sign

L. Lease Agreement for Heartstart Monitor/Defibrillator

2 Public Comment Period

3 Closeout Public Hearing for Gildan CDBG 13-E-2612

4 Public Hearing & Executive Summary Presentation - Project Carry

5 Public Hearing for STA 03-16: Text Amendments for "Utility Lots"

6 Public Hearing to Consider Financing Proposals for RSSS Roofing Projects and Other Improvements

7 Old Beatty Ford Road Realignment - Addressing

8 Presentation of Fiscal Year 2016 Comprehensive Annual Financial Report

9 Consider Approval of Budget Amendments

10 Consider Approval of Board Appointments

11 Closed Session

- To Consider Approval of The January 3, 2017 Closed Session Minutes
- To Consider Real Property Purchase
- To Discuss An Economic Development Matter Regarding Future Development on Julian Road and James River Company
- For Attorney-Client Privileged Communication Regarding the ROPES Course
- To Discuss An Economic Development Matter Concerning AMREP
- To Discuss An Economic Development Matter Concerning Atlantic Petroleum

12 Adjournment

*Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.*

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board
**DATE:** January 30, 2017
**SUBJECT:** Consider Approval of the Minutes: January 17, 2017

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**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| January 17, 2017 Minutes | 1/30/2017 | Cover Memo |

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

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

DRAFT

**Rowan County Board of Commissioners**
130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • FAX 704-216-8195

**MINUTES OF THE MEETING OF THE**
**ROWAN COUNTY BOARD OF COMMISSIONERS**
**January 17, 2017 – 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
Judy Klusman, Member
Craig Pierce, Member

County Manager Aaron Church, Clerk to the Board/Assistant to the County Manager Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were 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 added a request from the Finance Department to schedule a public hearing for February 6, 2017 to consider financing proposals for Rowan-Salisbury School System Capital Projects. Chairman Edds added the issue to the Consent Agenda as item K.

- Chairman Edds added a request from Interim Economic Development Director Scott Shelton to set a public hearing for February 6, 2017 for Project Carry. Chairman Edds added the issue to the Consent Agenda as item L.

- Chairman Edds added a power point to the agenda as item #2a. The power point provided information as to the Board of Commissioners achievements since 2014 when the current Board began working together.

DRAFT

**CONSIDER DELETIONS FROM THE AGENDA**
There were no deletions from the agenda.

**CONSIDER APPROVAL OF THE AGENDA**
Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda (as amended) passed unanimously.

**CONSIDER APPROVAL OF THE MINUTES**
Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the January 3, 2017 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 Caskey and passed unanimously.

The Consent Agenda consisted of the following:

A. Woodson Grant Application
B. Permission to Apply for LSTA EZ Grant
C. Refunds for Approval
D. Grant Submittal Request for One Church One Child
E. Engineering Services for Courthouse HVAC System
F. Declaration of Official Intent to Reimburse Expenditures
G. Set Public Hearing for February 6, 2017 for Gildan Yarns CDBG Closeout
H. Amendment #2 to Health Services Agreement for Detention Center
I. Bath & Body Works Tenth Amendment to Lease
J. Approval to Purchase Four Vehicles
K. Schedule Public Hearing for February 6, 2017 to Consider Financing Proposals for RSSS (addition to the Consent Agenda)
L. Schedule Public Hearing for February 6, 2017 for Project Carry (addition to the Consent Agenda)

**2. PUBLIC COMMENT PERIOD**
Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one wishing to address the Board, Chairman Edds closed the Public Comment Period.

**ADDITION**
**2a. POWER POINT / GOALS ACHIEVED SINCE DECEMBER 2014**
Chairman Edds provided a power point and reviewed the achievements and goals that had been reached since the current Board of Commissioners began working together in December 2014.

Some of the major accomplishments included but are not limited to a tremendous number of economic development projects, airport improvements, job creation, preparations for water and sewer along the I-85 corridor, completion of a Parks

Master Plan, conversion to Munis software for Finance, completion of pay study and new pay plan for employees, improvements and reorganization at the Animal Shelter, hiring of a grant writer, updated contracts for volunteer fire departments, transition from 24-hour to 12-hour shifts for EMS, new Rockwell EMS station under construction, rebranding effort, completion of a central office and other school improvements, numerous partnerships for various efforts and new gateway signs for Rowan County along I-85.

Chairman Edds praised the strengths of the Board members in the way they complimented one another. In conclusion, Chairman Edds said he felt it important for the community to know what the County was doing.

**3. QUASI-JUDICIAL HEARING FOR CUP 08-16: CONTINUATION OF CHERRY TREESORT REQUEST**

Chairman Edds read the Chairman's Speech (Exhibit D) and reminded everyone CUP 08-16 was still in session.

Planning and Development Director, Ed Muire, provided a recap of the request. Mr. Muire said the Board of Commissioners first heard the request on November 21, 2016 when the Board decided to continue the request for 45 days.

Mr. Muire highlighted the Staff Report (Exhibit E) and also provided a power point (Exhibit F) as he discussed the site and surrounding area.

Using the power point (Exhibit F), Mr. Muire reviewed the site plan contained in the Staff Report (Exhibit E).

Mr. Muire said the Board had given the applicant 45 days to address the following three (3) criteria:

1. Obtain all building related permits for the two (2) existing tree house units and provide sufficient documentation to the Rowan County Building Inspections Department certifying each unit complies with the building, electrical, mechanical and plumbing sections of the NC building Code. This condition is directly related to item #3 of the General Conditional Use Criteria evaluated herein.
2. Obtain the necessary Environmental Health permits for installation of a septic tank system. This condition is directly related to item #3 of the Specific Conditional Use Criteria contained herein.
3. Make any necessary road improvements based upon Staff inspection to achieve compliance with item #4 of the Specific Conditional Use Criteria contained herein.

Mr. Muire said all three criteria had been done. Mr. Muire said he was still under oath from the November 21, 2016 hearing and if anyone else wished to provide testimony they could be sworn in.

Mr. Muire reviewed the conditional use criteria as outlined in the Staff Report (Exhibit E), which he said had been met.

Mr. Muire discussed the Specific Conditional Use Criteria in the Staff Report (Exhibit E).

In conclusion, Mr. Muire read the suggested Findings of Fact contained in the power point (Exhibit F) as follows:

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

    - Applicant has obtained approval of the necessary building and environmental health permits for the 2 treehouse units
    - NCDOT has issued a driveway permit for the project to safely access Flat Rock Road

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

    - No factual evidence was presented during the hearing that adjoining property values will be negatively affected by the project

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

    - The applicant and material presented has demonstrated the Cherry Treesort project complies with general and specific conditional use criteria and as such, is generally compatible with land uses in the RA district.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve the Findings of Fact as read by Mr. Muire passed unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve CUP 08-16 carried unanimously.

**4. QUASI-JUDICIAL HEARING FOR CUP 09-16**

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for CUP 09-16 to be in session. Chairman Edds said the hearing would focus on an application submitted by Steve Bost for the construction of a residential storage facility on Tax Parcel 606-016 located at the 6800 block of Goodman Lake Road.

The Clerk swore in those wishing to provide testimony in the case.

Shane Stewart, Assistant Planning Director, presented the Staff Report (Exhibit B), as well as a power point (Exhibit C). Using the power point (Exhibit C) to depict the site in question, as well as the surrounding area, Mr. Stewart explained that Steve Bost was requesting a conditional use permit to accommodate a 2,400 square foot residential storage facility. The facility would be located on a vacant parcel identified as Tax Parcel 606-016 located at the 6800 block of Goodman Lake Road. The proposed structure would be used to store Mr. Bost's personal vehicles and equipment due to the lack of storage space options at his other two (2) properties in the adjacent Sunset Pointe development (condo at 2000 Marina Pointe Road and waterfront lot #12).

Mr. Stewart showed a rendering of the general concept of the facility proposed (Exhibit C). Mr. Stewart continued with the power point (Exhibit C) to show the site in question and the surrounding areas.

Mr. Stewart discussed the conditional use requirements and evaluation criteria as contained in the Staff Report (Exhibit B).

Mr. Stewart provided the Board with sample Findings of Fact (Exhibit D) for consideration.

Mr. Stewart confirmed to Commissioner Pierce that if a residence was already on the property, there would be no need for a conditional use permit.

The following individuals who had been sworn came forward to address the Board:

- Duke Brown, a local building contractor and home inspector, said he was a personal friend to Mr. Bost. Mr. Brown said Mr. Bost was out of space as to where to store his collector cars and shop equipment. Mr. Brown said Mr. Bost had shown him buildings from prominent building companies and said he knew Mr. Bost would construct a first class building. Mr. Brown said everything Mr. Bost did would be done in a professional manner and the property would be neat. Mr. Brown said Mr. Bost already owned the property and had a vested interest in keeping the property neat in Sunset Pointe.
- Todd Alligood of 6880 Goodman Lake Road said the property Mr. Bost had sold on Bringle Ferry Road was his business address. Mr. Alligood said he had concerns with Mr. Bost's landscaping business possibly taking over the site in Sunset Pointe. Mr. Alligood said a vacant building full of expensive cars and boats could attract the attention of burglars. Mr. Alligood said if bright lights were put up it would cause problems as his bedroom was on the side of the house where the building would be located.

Chairman Edds asked if a business could locate in the building and Mr. Stewart said no.

Commissioner Pierce asked if the Board could require the lighting to be hooded and away from Mr. Alligood's residence. Commissioner Pierce asked if the Board could also include a condition for fast growing evergreens on Mr. Bost's side of the fence. Mr. Stewart referred to page 2 of the Staff Report (Exhibit B), item G, and said any lighting would have to be directed away from the neighbor.

Commissioner Pierce said the lighting was Mr. Alligood's main concern and the Board wanted to "make it part of the conditional use permit there is no gray area there."

With regards to the lighting, Mr. Stewart said the Board could ask the applicant what was proposed. Mr. Stewart and Commissioner Pierce referred to a photo in the power point (Exhibit C) as they discussed the potential for additional screening. Commissioner Pierce said he would rather have the issues addressed as part of the CUP.

Mr. Stewart said the Board may want to indicate the length of the screening to match the fence line.

Commissioner Pierce asked Mr. Bost if he would be comfortable with the screening and lighting requirements and Mr. Bost responded from the audience in the affirmative.

Commissioner Pierce asked Mr. Alligood if the conditions would address his concerns. Mr. Alligood said he would like the screening to come back further and Mr. Bost was agreeable.

- Commissioner Pierce moved the development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

  FACT: This request complies with all eight (8) specific requirements identified in section 21-60 (10) for residential storage facilities.

  FACT: The proposed structure is subject to compliance with applicable building code standards.

  Commissioner Greene seconded and the motion passed unanimously.

- Commissioner Pierce moved that the development of the property in accordance with the proposed conditions will not substantially injure the

value of adjoining or abutting property, or that the development is a public necessity, and;

FACT: No material evidence was presented suggesting this request would injure property values.

The motion was seconded by Commissioner Greene and passed unanimously.

- Commissioner Pierce moved that the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

  FACT: The proposed building square footage is less than the allowable 10% of the total lot size for accessory structures on residentially developed lots.

  FACT: The proposed structure would be located adjacent to an existing wooden fence and evergreen screening at 6880 Goodman Lake Road and a open space lot for Sunset Pointe used as a landscaped area and buffer from adjacent properties.

  Commissioner Greene seconded and the motion passed unanimously.

- Commissioner Pierce moved that the lighting if ever installed would be hooded so it does not interfere with Mr. Alligood's comfort and the well-being of his property; also to have evergreen trees planted five feet apart on the interior of the fenced constructed on Mr. Bost's property to take back to the corner and that the 2 property owners work out the exact dimensions of that screening.

  Commissioner Greene seconded and passed unanimously.

- Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve CUP 09-16 passed unanimously.

**5. PARKING AREA LEASE AGREEMENT WITH ROWAN COUNTY AGRICULTURAL AND INDUSTRIAL FAIR ASSOCIATION**

County Manager Aaron Church said the Board voted during regular session on January 3, 2017 to table the proposed lease to provide parking for the fair grounds. The delay was to allow the County Manager time to research the value of the timber of the property in question. Mr. Church said the 24 acre tract approximately a year ago was valued between $20,000 and $40,000.

Mr. Church said he and Tax Administrator Kelvin Byrd had met with North Carolina Forestry (Forestry) staff regarding the 5 acre tract and was essentially told the value would be little, if anything for just the 5 acre tract. Mr. Church said Forestry staff did point out if the County timbered the 5 acre tract and cleaned up the underbrush in the remaining 19 acres there would be a monetary benefit to the County.

Mr. Church discussed a stewardship plan for all county properties as explained by Forestry staff. Forestry had described how some timber loses its value if not maintained and the stewardship plan would maximize the best use of the County's land holdings. Mr. Church said since Forestry was a state agency it would assist the County with the plan and identify which trees needed to be removed to help other trees grow.

Mr. Church said when a project is put out for bid there is normally a one-year period for removing the timber and he highlighted the various reasons.

With regards to Board action, Mr. Church said the Board could adopt the lease as it was presented (when tabled) or revise the lease where the timber would be sold by the County and all proceeds would go to the County. The Board may also wish to reduce the 180 days to 30 days. Secondly, Mr. Church said the Board might wish to authorize the County Manager to enter into an agreement with the North Carolina Forestry Service to do a stewardship plan and manage bids on timber sales.

Commissioner Pierce said he had been impressed with the Forestry's willingness to help with a stewardship plan at no cost to the County that would maximize the County's investment with its timber.

Commissioner Pierce moved to incorporate allowing the Forestry staff to develop a stewardship plan for the County included in the lease agreement with the Fair Association.

Commissioner Greene said as long as the Fair Association was not held up for a year or so, he would be in favor of the process. Commissioner Greene mentioned the importance of the stewardship program due to the potential liability of trees falling on County property.

Commissioner Caskey agreed the County should move forward with a plan for the entire County. Commissioner Caskey felt the plan should be a separate motion and vote from the actual vote on the lease for the Fairgrounds property.

Commissioner Pierce said he would amend the motion to enter into a stewardship program with NC Forestry and Mr. Church said the Board could also authorize staff to follow through with the plan to avoid staff having to come back every time the underbrush was cut. Commissioner Pierce was agreeable to

amend the motion to authorize the Manager to enter into the contract. The motion was seconded by Commissioner Greene and passed unanimously.

Chairman Edds asked whether the County was going to allow the Fair Association to clear the 5 acres and let the Forestry thin the remaining 19 acres – or by doing so, would the County be holding the Fair Association up for a year.

Further discussion ensued with concerns expressed about the hardship a delay would create for the Fair Association with parking for the Rowan County Fair scheduled in September. There were also concerns about the staging area required for any timbering that might take place. Commissioner Pierce pointed out if the 5 acres was cleared for parking for the Fair Association, the heavy logging equipment would tear up the parking lot.

Commissioner Pierce asked if the County could contact the Forestry Service and see if their bidders would entertain a 6 month window to complete timbering. Mr. Church said yes but explained that the shorter bid period reduced the amount of profit.

Commissioner Pierce asked if the Board would consider a 6 month window which would have the timbering completed before the Rowan County Fair opened.

Commissioner Klusman suggested giving the County Manager the authority to work through the issues.

Chairman Edds agreed the County wanted to make the right decision and asked the County Manager if he would be comfortable with the Board empowering him to make the best decision, or, if he preferred the Board consider the matter again at its February 6, 2017 meeting. Mr. Church responded the decision was the pleasure of the Board. Mr. Church said if the Board says it liked the lease (that was previously tabled), which states the timber goes to the Fair Association, the County could sign the lease and be done. If the Board preferred to go the timbering route, the County could sign a lease with the understanding that the timber and any proceeds comes back to the County.

Commissioner Pierce suggested instructing the County Manager to consult with logging companies and the Forestry Service to determine the number of months that would be advantageous to both parties. Commissioner Pierce said the issue could be put back on the Consent Agenda at the next meeting.

County Attorney Jay Dees said the specific request was if there was any net proceeds from timbering of the property the proceeds would be invested into the building of the road in order to be able to get to the back of the property. Mr. Dees said the issue was not about who received the proceeds from the timber but rather if there were proceeds from the timbering, then the proceeds would be reinvested in the road. Mr. Dees said that was the request before the Board. Mr.

Dees said a considerable amount of time had been spent talking about proceeds; however, someone had to build the road to get to the back of the property.

Commissioner Caskey was agreeable to the 6 month window to get the land timbered in time to have parking for the fair and the bidders needed to be made aware of the reasoning. Commissioner Caskey said once the land was cleared and graded, it would increase the value of the land and the Fair Association was asking to reinvest in a road that would lead to the County's property.

Chairman Edds asked if the Board wanted to approve the lease and give a 6 month time for timbering, or, approve the lease and give the County Manager the authority to do what was best for the County by coordinating with the Forestry Service and the fairgrounds.

Commissioner Pierce made a motion for 6 months. The motion was seconded by Commissioner Caskey.

Mr. Church said the lease currently read that timbering proceeds would go to the Fair Association and he asked if that was the Board's intent with the motion.

Commissioner Pierce cautioned against allowing the timbering proceeds to the Fair Association.

Chairman Edds said he had been agreeable to allowing any timbering proceeds to go towards the cost of building the road to the back of the County's property. Chairman Edds said the County had now gotten into other issues; however, to answer Mr. Church's question, the timbering proceeds would come back to the County.

Commissioner Pierce asked if the lease agreement should be amended to state the proceeds would go towards the road. Commissioner Pierce said as long as everyone understood the proceeds from the 19 acres were not included for the road project.

Upon being put to a vote, the motion on the floor passed unanimously.

**CONSIDER APPROVAL OF BUDGET AMENDMENTS**

Finance Director Leslie Heidrick presented the following budget amendments for the Board's consideration:

- Social Services – The following expenditures and/or revenues are revised based on funding authorizations received from the State. Funding authorizations reflect the actual amount received and may increase or decrease the original budget estimates. This budget amendment reflects a net increase of $15,208.

- Finance - To clear up conversion entry 8 that adjusted incorrect cross reference accounts. This was due to the fact that new accounts had been established during the upload and the conversion file creation - $386,487
- Finance – To budget the Airport Runway Overlay grant, with transfer from the General Fund for the local match - $3,000,047

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

**ADJOURNMENT**

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 7:22 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board/
Assistant to the County Manager

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Donna Fayko, Director of DSS
**DATE:** 1/11/2017
**SUBJECT:** ROCOC Grant Request for the Robertson Foundation

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Rowan County Department of Social Services' One Church One Child Program requests approval to submit a grant application to the Robertson Foundation. Funds would benefit children engaged in the child protective services system.

No matching county funds are required.
Your consideration is appreciated.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| ROCOC Grant Application for the Robertson Foundation | 1/11/2017 | Cover Memo |

# The Blanche and Julian Robertson Family Foundation 2017 Grant Cycle - Rowan County DSS Rowan One Church One Child | Hunter, Jon
# Program Name :Critical Support Services for Abused/Neglected Children

## Applicant View

## Organization Information

| | |
|---|---|
| Organization Information | |
| *Organization Name: | Rowan County DSS Rowan One Church One Child Program |
| Mailing address: | |
| *Street Address | 1813 E. Innes Street |
| *City: | Salisbury |
| *State: | North Carolina |
| *Zip: | 28146 |
| *Telephone: | 704-216-7914 |
| Fax: | 704-638-3134 |
| Web Address: | www.rowancountync.gov/rococ |
| Application Contact Information | |
| *Salutation: | Rev. |
| *Contact First Name: | Jon |
| *Contact Last Name: | Hunter |
| *Title: | ROCOC Program Coordinator |
| *Telephone: | 704-216-7914 |
| *Email Address: | jon.hunter@rowancountync.gov |
| *Is the contact person listed above also the Executive Director? | No |
| *Executive Director First Name: | Donna |
| *Executive Director Last Name: | Fayko |
| Organization Status | |
| *Is the organization a tax exempt charitable organization 501(c)3: | No |
| Is your organization a: | |
| *Government tax-exempt unit: | Yes |
| *Accredited educational Institution: | No |
| *Is the organization an affiliate of the United Way? | No |
| *What are the current Assets of the organization? | $29,993.00 |
| *Does your organization conduct an audit? | Yes |
| *What is your most recent audit date? | 6/30/2016 |
| *What is your annual operating budget? | 59,000 |
| *List your income from the previous fiscal year: | $42,237 |
| *List your expenses from the previous fiscal year: | $39,712 |

## Project Request Information

| | |
|---|---|
| Project Request Information | |
| *Project Title: | Critical Support Services for Abused/Neglected Children |
| *Grant request amount: | $19,000 |
| *Total Project Budget : | $59,000 |
| *Start date: | 4/01/2017 |
| *Completion date: | 3/31/2018 |
| *Provide a brief project summary (Max words 50): | |
| Provide age appropriate beds for abused and neglected children and teenagers in order to prevent unsafe and dangerous sleeping arrangements, which could result in the injury or death of a child. Meet children's physical needs by providing new socks, underwear, baby items, bedding items, personal hygiene items, and used furniture/appliances. | |
| *Describe your proposal in detail: (include objectives, background of project, demonstration of need and how funds will be used)? (Max words 500) | |

ROCOC is a partnership between RCDSS and 72 Rowan County churches, citizens, and community partners that assist children and teenagers from birth through age 21, who are victims of physical, sexual, emotional abuse, neglect, or dependency that have been brought to the attention of RCDSS. Clients are receiving Child Protective, In-Home or Foster Care Services.

ROCOC unites RCDSS, the faith community, foundations, citizens, businesses and community partners seeking to improve the lives of Rowan County children and teenagers, who are experiencing trauma due to being victims of neglect or abuse. These entities donate financial gifts and provide grant funds to the RCDSS ROCOC Assistance Fund. Donated funds are managed by DSS and Rowan County Government Finance offices. 100% of funds are used for client assistance. Families may receive no more than $300 in assistance. Social Workers must request assistance for a family through a case history referral form. Requests are screened, approved or denied by the ROCOC Program Coordinator and the Supervisor. The social worker or the family sign a receipt indicating receipt of the purchased items.

ROCOC has an Assistance Center at Main Street United Methodist Church in Salisbury, North Carolina. Clients upon receiving a referral from their social worker can visit and receive life essential items. The Center is staffed by volunteers except for the ROCOC Program Coordinator who is a paid by RCDSS.

From January 2007 to December 31, 2016, assistance has been given to children, teenagers and families, 11,498 times. Purchases of life essential items rose from 365 in 2015 to 472 in 2016. This represents a 23% increase from the previous year.

The most significant need continues to be beds for children and teenagers. In 2015, 59% of expenditures were spent on bed purchases. In 2016, 58.14% of total expenditures were spent on bed purchases. Bed purchase cost increased by 34% from 2015 to 2016, from $15,073.22 to $23,130.78. The number of beds purchased during this time period rose from 171 to 248. In 2017, bed purchase costs are anticipated to be $31,250.00.

During the grant year, funds will be used to provide the following to children and families actively receiving Child Protective or Foster Care Services from RCDSS:

• New age appropriate beds will be purchased for children and teenagers, seeking to prevent unsafe and dangerous sleeping arrangements that could result in the injury or death of a child.

• Diapers, pull-ups, training pants, baby wipes, socks, underwear, and personal hygiene items to ensure proper hygiene for children and teenagers.

• Car seats, high chairs, strollers for child safety.

• Used appliances so that children will have clean clothes and properly prepared food to eat.

• New/used chests of drawers for children and teenagers to have a proper hygienic place to store their clothes. Provide used furniture for children, teens and families, so that children can stay at home and live in a safe environment.

All items are provided to birth parents and relatives at no cost to them.

*What funds from other sources have been received or are under consideration for this project? List sources and amounts.

Salisbury Foundation - $5000.00
First United Church of Christ Foundation - $1000.00
The Margaret Woodson Foundation - Requesting - $19,000.00

*Are you willing to make this grant application a Challenge Grant (where by no funds from The BJRFF, Inc. will be disbursed until matching funds are secured from other sources and approved by The BJRFF Board)? List sources and amounts.

No - Rowan County Government will not allow ROCOC to seek grants that require matching funds.

| | |
|---|---|
| *What percentage of your annual budget is spent in Rowan County? | 88% |
| *What percentage of your Grant project budget will be spent in Rowan County? | 95% |
| *Will local vendors be used for the project? | Yes |
| *How many people do you employee? | 0 |
| *What percentage of your employees live in Rowan County? | 100% |
| *What is a measurable result you expect to accomplish with this grant? | Provide beds to 300 Rowan County children |
| *Do you have another measurable result you expect to accomplish with this grant? | Yes |
| *Result 2: | Provide used appliances, chest of drawers, utility assistance, car seats, baby items, socks, underwear, personal hygiene items to 280 children. |
| *Do you have another measurable result you expect to accomplish with this grant? | Yes |
| *Result 3: | Give out assistance through purchases and at the Assistance Center to 2022 times. |

*How do you plan to fund this project in the future? Explain your sustainability plan (Max words 100):

Funding streams are continually sought by the ROCOC Program Coordinator through member congregations, foundation grants, individual grants, individual donors, special fund raising projects, businesses, and civic groups. ROCOC is dependent upon the continued support of these entities in order to continue to serve abused and neglected children in Rowan County.

## Organization Overview

Organization Overview

| | |
|---|---|
| *Organization mission: | |
| ROCOC's (Rowan One Church One Child) Mission is to partner with RCDSS to: meet the physical and life essential needs of Rowan County children and teenagers who are victims of sexual, physical, and emotional abuse, neglect, or dependency; ensure healthy, safe, and protective outcomes for them; keep birth families intact; and/or assist relative caregivers and foster parents who provide care to the children; in order to help provide stable home environments to ensure the well being of the target population. | |
| *What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (50 words max) | |
| Rowan County, North Carolina - County-wide | |
| *Organization core services (100 words max): | |
| ROCOC provides children and teenagers with new: beds; chest of drawers; car seats; high chairs; strollers; smoke and carbon monoxide detectors; personal hygiene items; underwear; socks; diapers; baby wipes; and school supplies. ROCOC also purchases used appliances and furniture for families. Children and teens can visit the ROCOC Assistance Center to receive gently used: clothes; shoes; school uniforms; household items; cookware; flatware; small appliances; dishes; books; toys; baby items; blankets; comforters; sheets; and towels. THERE IS NO COST TO THE RECIPIENTS. | |
| *Address the qualifications of the organization and the person or persons who will lead this project: | |
| The project is led by Rev. Jon Hunter, the ROCOC Program Coordinator. Rev. Hunter has 17 years of service with RCDSS and has served as a pastor for 34 years. Rev. Hunter has a proven track record: recruiting new member congregations; maintaining the participation of member congregations; and increasing financial and material good donations from member congregations, community partners and local foundations.<br><br>The Program has won Best Practice Awards from the National One Church One Child Program and from the North Carolina Division of Social Services.<br><br>In October, 2016, The Rowan County Board of Commissioners recognized Rev. Hunter for leading the Program to high achievement levels. | |
| *Do you need licensing, zoning, or other regulatory approval to conduct the project? | No |
| *Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years? | Yes |
| *Year: | 2015 |
| *Grant amount: | $5,000 |
| *Project: | Placement Support for Abuse and Neglected Children |
| *Add another Grant year? | Yes |
| *year: | 2014 |
| *Grant amount: | $5,000 |
| *Project: | Life Essential Needs for Abuse and Neglected Children |
| *Add another Grant year? | No |
| Project Impact | |
| *What is the area of impact for your grant? Choose all that apply: | Children/Youth & Families |

## Attachments

| | |
|---|---|
| Attachments | |
| Please upload the following documentation in support of your application: | |
| *Current list of Board of Directors or Board of Trustee: (Please identify Gender & Race) | Board Members.pdf |
| *Recent 990 Form or financial report: | 2016 ROCOC Financial Report.pdf |
| *IRS 501 (c) 3 or appropriate tax determination status letter: | |
| *Project budget: | 2017 ROCOC Project Budget.pdf |
| *Organization's annual budget for current fiscal year, including income and expenses: | 2017 ROCOC Budget - Anticipated Income and Expenses.pdf |
| *Organization's annual budget for the previous year, including income and expenses: | 2016 Actual Revenue and Expenses.pdf |
| Please submit any pictures that correlate with your project: | Power Point for Robertson Foundation Grant.pdf |

## Certification

| | |
|---|---|
| Certification | |
| *Do you certify that this application has been reviewed by the organization's governing body and chief executive officer and approved for submission, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be addressed: | Yes |
| *Signature of Representative requesting grant: | |

## Award Agreement

| PROVISIONS & CONDITIONS | |
|---|---|
| 1. The grant recipient agrees to expend the funds only for the purposes as stated in the grant application and in accordance with Section 501(C) 3, Section 4945, and other applicable provisions of the Internal Revenue Service Code. 2. The grantee will submit a written report to the Foundation as soon as practical after the close of the grant period or when the funded project has been completed. 3. Directors and staff of the Foundation may monitor and conduct an evaluation of the grantee through a site visit and/or review of files and financial records relating to the grant or tax status. The grantee would agree to provide full and complete access upon a reasonable and timely request. 4. The Foundation requires immediate notification of any change in the grantee's Lead Management and/or Federal tax status before or during the period in which the grant funds are being spent. 5. Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Foundation, such action is necessary to comply with the law. 6. Any portion of the grant funds not used in accordance with these terms and conditions, or in agreement with the original grant application, must be repaid to the Foundation. No funds from this grant will be used to support propaganda, influence legislation or the outcome of any specific public election, or to support voter registration activities. 7. Grant funds must be requested and used within one year from the date of award or the grant is null and void.This organization accepts full responsibility for any funds received and will abide by The Blanche & Julian Robertson Family Foundation's Grant Provisions & Conditions. | |
| *Provisions & Conditions Understood: | |
| *By: | |
| *Date: | |

**Permanent Board Members:**

Jon Hunter –RCDSS Placement Support Coordinator
Rowan One Church One Child (ROCOC) Program Coordinator and Board Chairman – W/M
Lisa Berger - RCDSS, Children's Services Program Administrator – W/F
Micah Ennis - RCDSS, Children's Services Program Manager – W/F
Donna Fayko – RCDSS Director W/F
Beverly Mobley – RCDSS Rowan For Kids Program Coordinator – AA/F
Nadean Quarterman – RCDSS – Support Services Unit Supervisor – AA/F

**RCDSS Staff Board Members with Rotating Membership**

Gwen Thomason - RCDSS Legal Administrative Assistant - July 1, 2016 - June 30, 2019 – W/F

**Community Board Members Serving from July 1, 2014 – June 30, 2017**

Marjorie Beaver - Member of Concordia Lutheran – W/F
Rev. Charles Gibbons - Pastor of Oak Grove UMC – W/M
Rev. Carol Hallman - Pastor of First UCC – W/F
Lillian Morgan - Member of Jerusalem Baptist – AA/F
Darlene Murphy - Foster Parent Trainer – W/F
Helen Peacock - St. Matthew's Lutheran – W/F
Ashley Walser - Member of Main Street UMC – W/F
Kelley Williams - ROCOC Coordinator at St. Matthew's Lutheran Church – W/F

**Community Board Members Serving from July 1, 2015 - June 30, 2018**

Ms. Joann Diggs - ROCOC Coordinator at Faith Temple Triumphant Ministries –AA/F
Rev. Randy Foster - Pastor of Maupin Avenue Presbyterian Church – W/M
Mrs. Chloe Goho - Member of Milford Hills United Methodist Church – W/M
Rev. Richard Gould - Retired United Methodist Pastor – W/M
Rev. Richard Gross - Retired Southern Baptist Pastor –W/M
Mrs. Laurie Ward - ROCOC Coordinator at Salisbury Seventh-Day Adventist Church – W/F

**Community Board Members Serving from July 1, 2016 – June 30, 2019**

Georgia Adams – Member of Concordia Lutheran Church – W/F
Mildred Chinaka – Salisbury High School - Student Intervention – AA/F
Lisa Cline - ROCOC Coordinator at St. Enoch Lutheran Church – W/F
Jim Miller - Administrative Assistant at Shiloh UMC – W/M
Dr. Martha Starks – Pastor of Word of Life Family Worship Center – AA/F

**Board of Social Services**

DeeDee Wright –AA/F
William Peoples –AA/M
Judy Klusman – W/F
Ethel Bamberg-Revis –AA/F
James Sides –W/M

**Rowan County Commission**

Greg Edds – Chairman – W/M
Jim Greene - Vice-Chairman – W/M
Mike Caskey – Commissioner – W/M
Judy Klusman - Commissioner – W/F
Craig Pierce – Commissioner – W/M
Carolyn Barger - Clerk to the Board – W/F
Aaron Church - County Manager – W/M

# 2016 Financial Report

## Section One: 2016 Revenue

| Funding Sources | Amount |
|---|---|
| Donations from Individuals, Businesses, Organizations, and Concert Offerings | 13,302.74 |
| Church Donations | 13,184.31 |
| Foundation Grants | 15,750.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Income** | **42,237.05** |

## Section Two: 2016 Expenses

| Funding Sources | Amount |
|---|---|
| Beds (Full, Twin, Bunkie, Crib, Pack-n-Play) | 23,091.79 |
| Utilities, Rent, and Food | 1,726.55 |
| Appliances & Furniture | 4,512.79 |
| Car and Booster Seats | 2,054.16 |
| Other - socks, underwear, diapers, wipes, school | 8,327.70 |
| supplies, pesticides, personal hygiene | |
| products, sheets, towels, bed pillows, blankets, | |
| smoke and carbon monoxide detectors, Birthday Gift | |
| Cards for teens ages 16-18 in foster care in the | |
| Independent Living Training Program, high chairs, | |
| baby gates, formula, strollers, small appliances, fans, | |
| room heaters, exit door alarms, and baby bottles. | |
| **2016 Total Expenses** | **39,712.99** |

**Project Budget Template**

***Rowan County DSS - Rowan One Church One Child Program***

## Section One: Project Income

| Funding Sources | Amount | Funds Requested or Committed |
|---|---|---|
| The Margaret C. Woodson Foundation | $ 19,000.00 | Requested |
| Robertson Foundation | $ 19,000.00 | Requested |
| Salisbury Foundation - **Will Request** | $ 5,000.00 | Requested |
| Donations from Churches - Anticipated | $ 12,000.00 | Requested |
| Donatons from Individuals - Anticipated | $ 3,000.00 | Requested |
| First UCC Foundation - **Will Request** | $ 1,000.00 | Requested |
| | $ - | |
| | $ - | |
| | $ - | |
| | $ - | |
| **Total Income** | $ 59,000.00 | |

## Section Two: Project Expenses

| Expense Item | Amount | Amount from This Grant Program |
|---|---|---|
| Beds and mattresses - (twin, full, bunk, toddler, crib, pack-n-play) | $ 31,250.00 | $ 12,250.00 |
| Utilities and Rent | $ 4,000.00 | $ - |
| Appliances and Furniture | $ 7,000.00 | $ 2,000.00 |
| Car and booster seats | $ 2,600.00 | $ 1,750.00 |
| Other - socks, underwear, diapers, wipes, school supplies, pestidices, personal | $ 14,150.00 | $ 3,000.00 |
| hygiene products, sheets, towels, bed pillows, blankets, smoke and carbon | $ - | $ - |
| monoxide detectors, Birthday Gift | $ - | $ - |
| Cards for teens ages 16-18 in the Independent Living Training Program, | $ - | $ - |
| high chairs, baby gates, formula, strollers, small appliances, fans, room heaters, | $ - | $ - |
| exit door alarms, and baby bottles. | $ - | $ - |
| **Total Expenses** | $ 59,000.00 | $ 19,000.00 |

***Note: The total income (B17) should match the total expenses (B33).***

**Project Budget Template**

***Rowan County DSS - Rowan One Church One Child Program***

*Note: Anticipated deviations from any line item of this budget require a reallocation request to be approved by the Foundation before the funds are reallocated. Please submit requests in writing to the Foundation.*

| If necessary, please include any clarifying information about the project budget. |
| --- |
| |

# 2017 ROCOC Projected Budget

## Section One: 2017 Projected Revenue

| Funding Sources | Amount |
|---|---|
| Woodson Foundation | 19,000.00 |
| First United Church of Christ Foundation | 1,000.00 |
| Robertson Foundation | 19,000.00 |
| Salisbury Foundation | 5,000.00 |
| Donations from Churches | 12,000.00 |
| Donations from Individuals | 3,000.00 |
| | |
| | |
| | |
| | |
| | |
| **Total Income** | **59,000.00** |

## Section Two: 2017 Projected Expenses

| Funding Sources | Amount |
|---|---|
| Beds (Full, Twin, Bunkie, Crib, Pack-n-Play) | 31,250.00 |
| Utilities, Rent, and Food | 4,000.00 |
| Appliances & Furniture | 7,000.00 |
| Car and booster seats | 2,600.00 |
| Other - socks, underwear, diapers, wipes, school | 14,150.00 |
| supplies, pestidices, personal hygiene products, | |
| sheets, towels, bed pillows, blankets, smoke and | |
| carbon monoxide detectors, Birthday Gift Cards | |
| for teens ages 16-18 in the Independent Living Training | |
| Program, high chairs, baby gates, formula, strollers, | |
| small appliances, fans, room heaters, | |
| **2017 Projected Expenses** | **59,000.00** |

## 2016 Actual Revenue and Expenses

### Section One: 2016 Revenue

| Funding Sources | Amount |
|---|---|
| Donations from Individuals, Businesses, Organizations, and Concert Offerings | 13,302.74 |
| Church Donations | 13,184.31 |
| Foundation Grants | 15,750.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Income** | **42,237.05** |

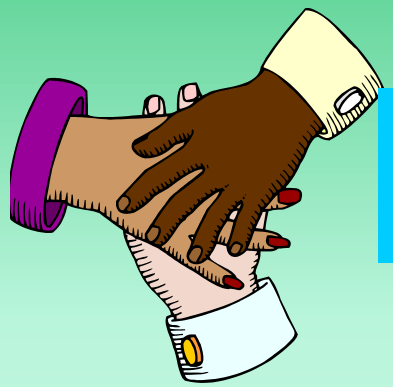
### Section Two: 2016 Expenses

| Funding Sources | Amount |
|---|---|
| Beds (Full, Twin, Bunkie, Crib, Pack-n-Play) | 23,091.79 |
| Utilities, Rent, and Food | 1,726.55 |
| Appliances & Furniture | 4,512.79 |
| Car and Booster Seats | 2,054.16 |
| Other - socks, underwear, diapers, wipes, school | 8,327.70 |
| supplies, pesticides, personal hygiene | |
| products, sheets, towels, bed pillows, blankets, | |
| smoke and carbon monoxide detectors, Birthday Gift | |
| Cards for teens ages 16-18 in foster care in the | |
| Independent Living Training Program, high chairs, | |
| baby gates, formula, strollers, small appliances, fans, | |
| room heaters, exit door alarms, and baby bottles. | |
| **2016 Total Expenses** | **39,712.99** |

# Rowan One Church-One Child Ministry (ROCOC)

**www.rowancountync.gov/rococ**

# PARTNERSHIP

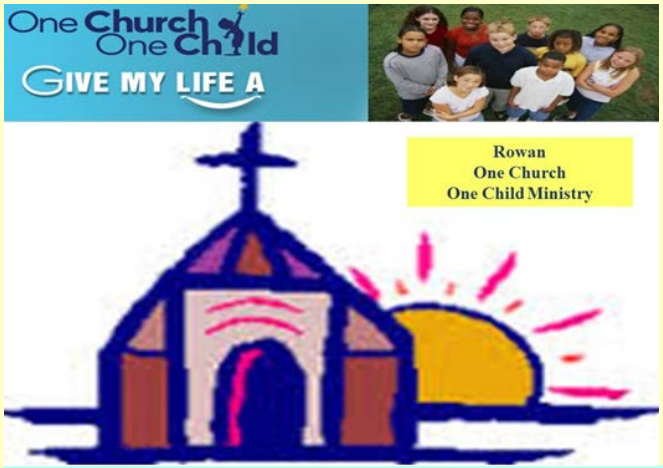


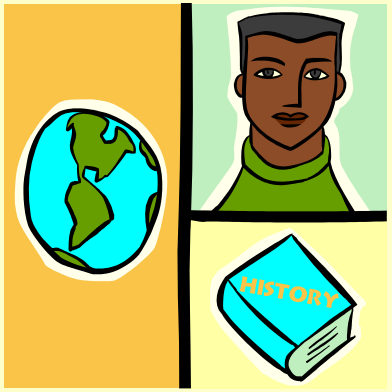
Rowan County DSS and Seventy - Two Rowan County Churches Working Together

To be the bridge that makes a difference in the lives of children and families in Rowan County.

# Program History

OCOC was founded in Chicago, Illinois in 1980 by Father George Clements, a Roman Catholic Priest, and other church pastors.




Rowan One Church One Child Ministry was founded in Salisbury North Carolina in November 2006.

ROWAN ONE CHURCH ONE CHILD

MAIN STREET UMC ASSISTANCE CENTER

CHILDREN'S SERVICES OF RCDSS

Hours

Mondays 9am-11am 1:30-4pm

Thursdays 9am-11am 1:30-4pm

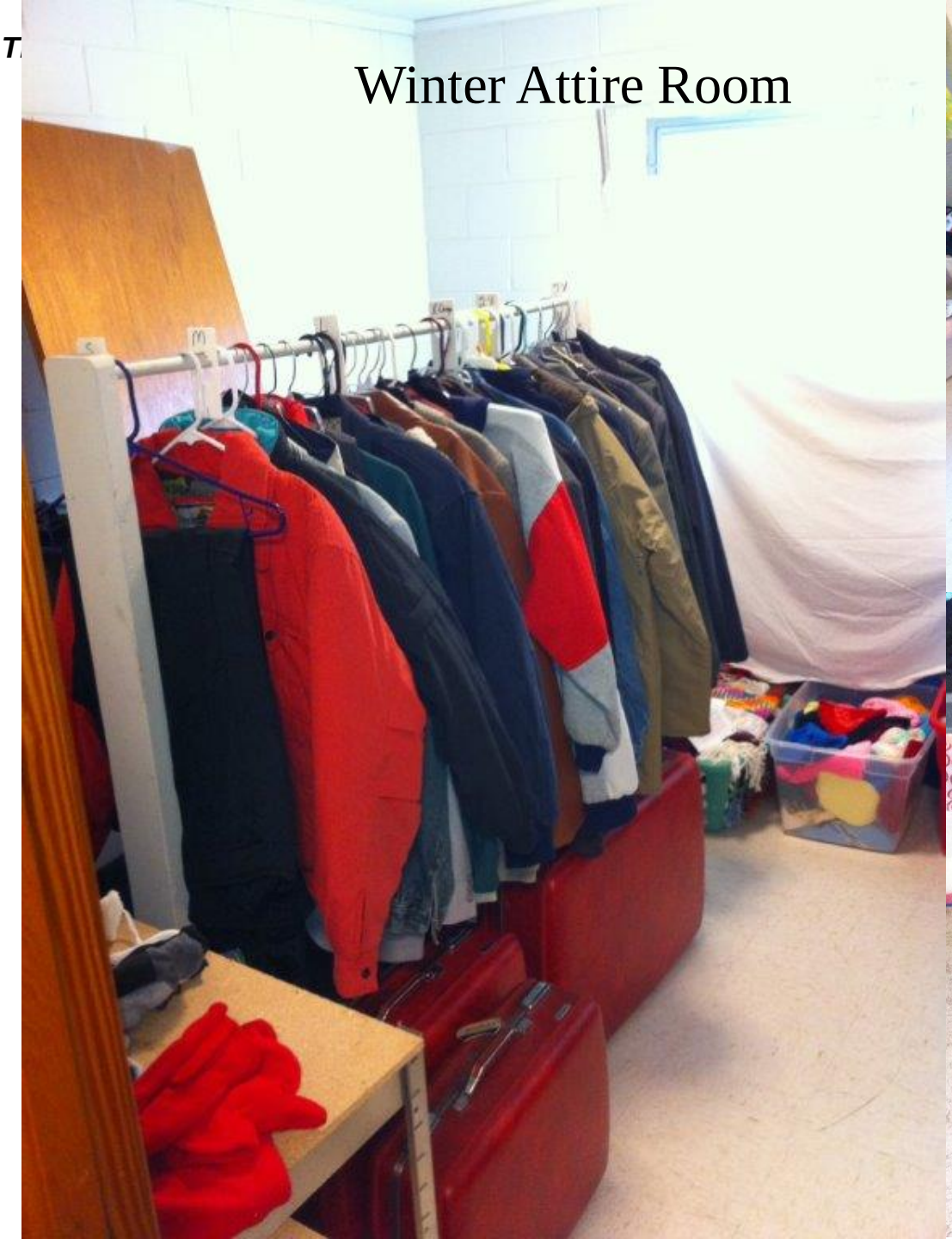
1312 N. Main Street
Salisbury, NC 28144

We are located on the left as you travel toward Spencer between 12th and 13th Streets, across from Henderson High School.

ROWAN ONE CHURCH ONE CHILD
MAIN STREET UMC ASSISTANCE CENTER
CHILDREN'S SERVICES OF RCDSS
1312

# The Sorting Room

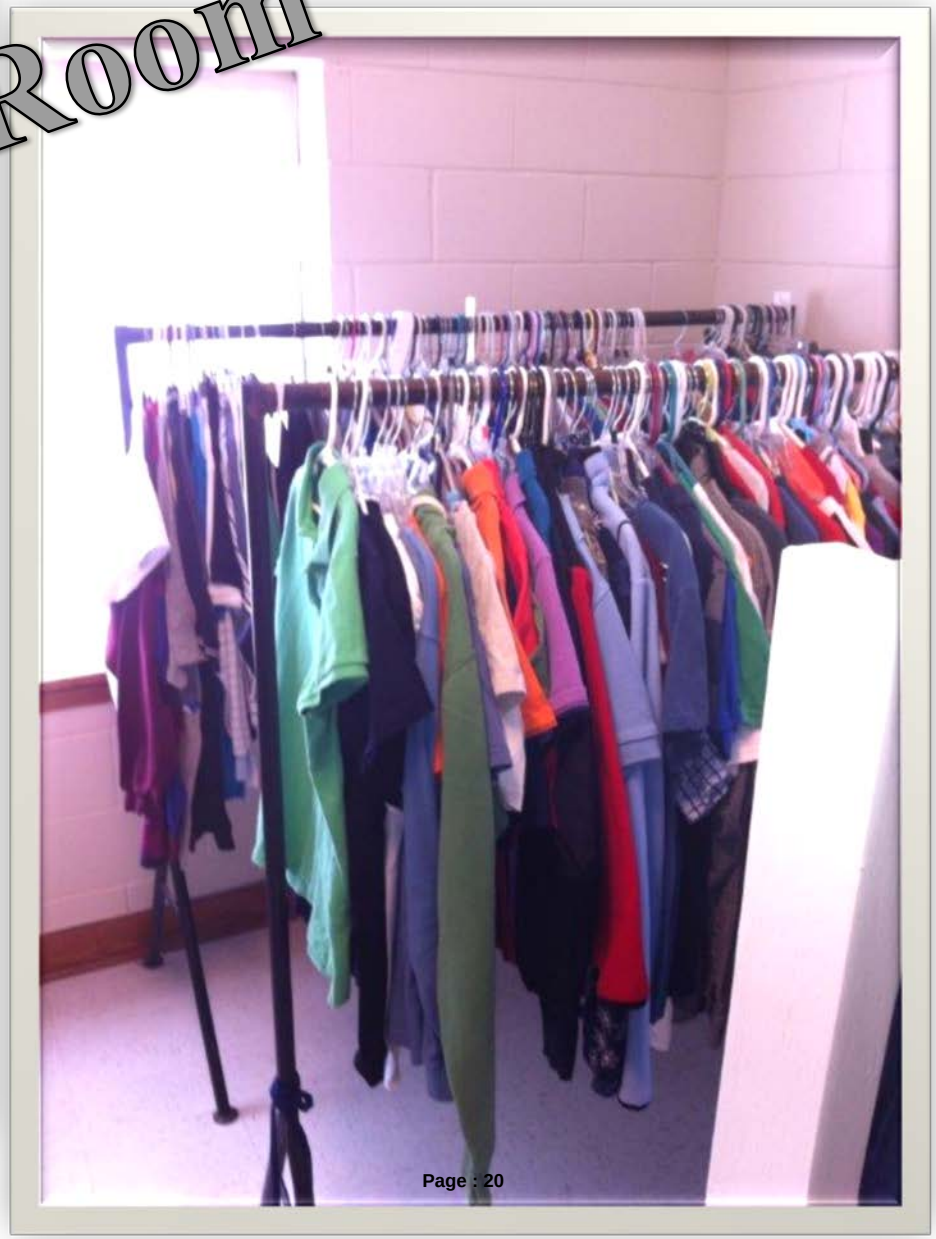
Winter Attire Room



Toys, Books, and Household Items

# The Infant Room

# Boys Room

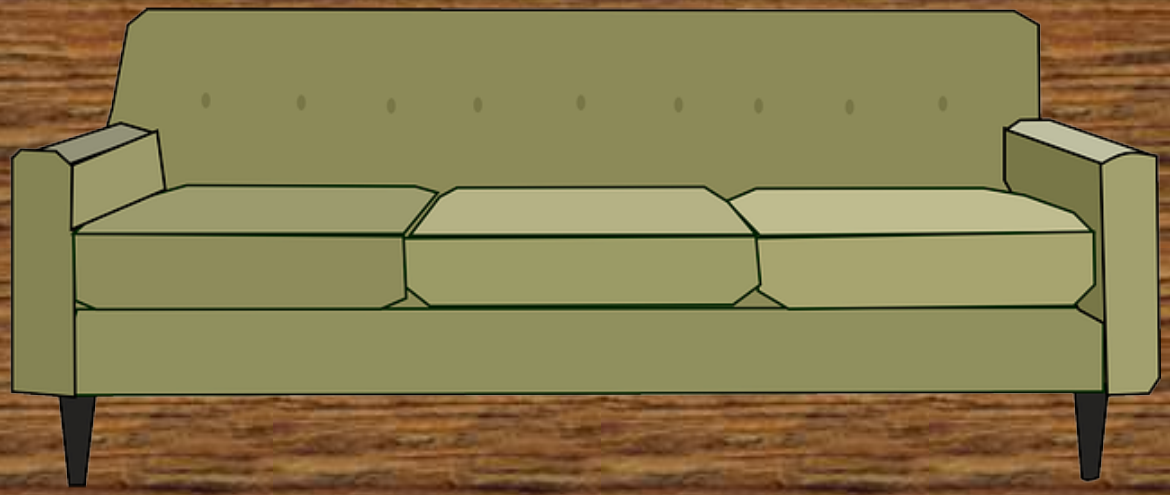


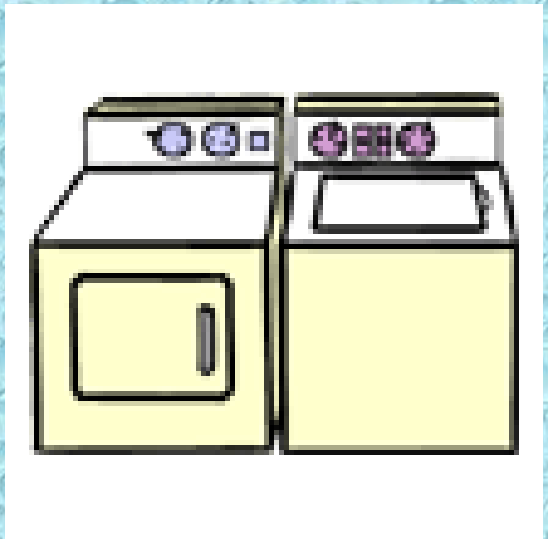
Girls Room

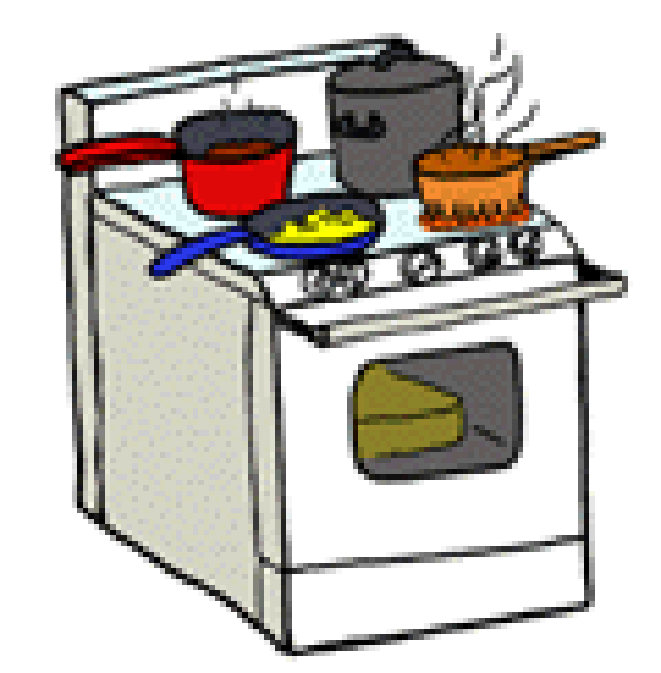
School Supplies and Book Bags

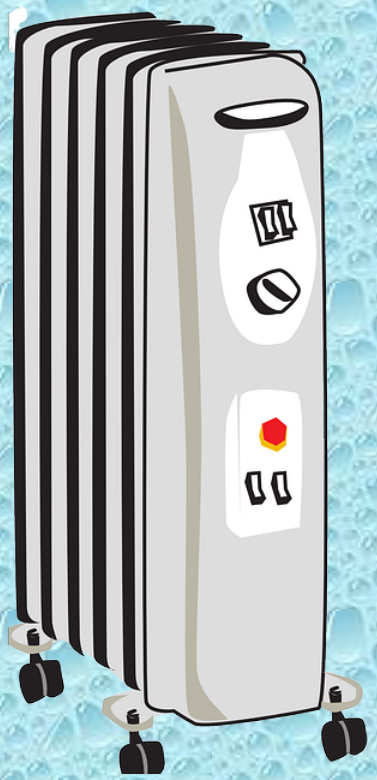
All financial donations are used to purchase life essential items for children, teenagers and families currently receiving services from RCDSS Children’s Services Division.

Room2

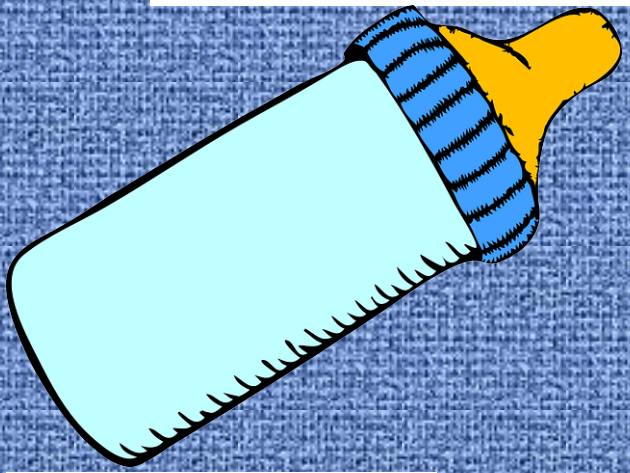








Pampers
swaddlers
N
32



Johnson's
baby
milk
Johnson's
baby

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Kellie Cartwright, Grant Writer
**DATE:** 1/11/17
**SUBJECT:** Request to Accept Governor's Crime Commission Grant for RCSO Body Cameras

---

The Governor's Crime Commission has awarded the Rowan County Sheriff's Office $23,760.00 to purchase a 5-year Body Camera package for approximately 20 Sheriff's Deputies.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Grant Award Summary | 1/11/2017 | Executive Summary |

# GRANT AWARD SUMMARY

**Grantee:** Rowan County Sheriff's Office

**Grant Title:** Local Law Enforcement Block Grants

**Application Approval Date:** 1/4/16

**Acceptance Approval Date:** _____

**Website:** https://www.ncdps.gov/index2.cfm?a=000003,000011

**Funding Source**

**Original:** US Office of Justice Programs Bureau of Justice Assistance

**Secondary:** NC Dept of Public Safety Governor's Crime Commission

**Award Amount:** $23,760

**Match:** NA

**Expiration Date:** 9/30/17

**Report Due Date(s):** _____

**Who will report?:** RCSO

**Attachments:**

- ☒ **Award Letter**
- ☒ **Application Approval Minutes**
- ☐ **Acceptance Approval Minutes**

**Notes:** _____

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Sheriff Kevin Auten
**DATE:** 01-12-17
**SUBJECT:** Resolution to Award Sidearm to Retiring Deputy Hinson

---

Request and Resolution to award sidearm to retiring Deputy Donald R. Hinson

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Request Memo for Award of Sidearm | 1/12/2017 | Cover Memo |
| Resolution | 1/30/2017 | Cover Memo |

# ROWAN COUNTY SHERIFF'S OFFICE
## KEVIN L. AUTEN, SHERIFF

**232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144**
**TELEPHONE: 704-216-8700 FAX: 704-216-8674**


**MEMORANDUM**

TO: Aaron Church, County Manager
FROM: Kevin Auten, Sheriff
DATE: 01-12-17
REF: Handgun for Retiring Deputy

Pursuant to North Carolina General Statute 20-187.2, I would like to respectfully request that the Rowan County Commission award the service sidearm to retiring Deputy Donald R Hinson. Deputy Hinson will retire effective January 27, 2017, with over 30+ years of service to Rowan County citizens. He has served at the Rowan County Sheriff's Office since September 15, 2005. Prior to that, Donnie had served as a Spencer Police Officer starting in 1984.

I would like to respectfully request that this matter be placed on the consent agenda for the next Commission meeting. A copy of the Resolution to award the sidearm is attached along with this memo. Please contact me if you have any questions in this matter. Thanks for your consideration of this request.

cc: Chief Deputy D. C. Ramsey
Captain J. C. Sifford
Captain S. A. Towne
Lt. M. A. Brady
file

# RESOLUTION

## ALLOWING RETIRING OFFICER TO PURCHASE SERVICE SIDEARM

***WHEREAS***, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award to a retiring member the service handgun of the retiring member; *and*

***WHEREAS***, Deputy Donald R. Hinson has served as a member of the Rowan County Sheriff's Office since September 15, 2005; *and at the Spencer PD since 1984; and*

***WHEREAS***, Deputy Donald R. Hinson is retiring from the Rowan County Sheriff's Office effective January 27, 2017.

***NOW, THEREFORE, BE IT RESOLVED*** by the Rowan County Board of Commissioners to allow Deputy Donald R. Hinson to purchase his service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of $1.

This the 6th day of February 2017.

_____
Gregory C. Edds, Chairman
Rowan County
Board of Commissioners

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board/
Assistant to the County Manager

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Sheriff Kevin Auten
**DATE:** 01-12-17
**SUBJECT:** Resolution to Award Sidearm to Retiring Deputy Miller

---

Request Memo and Resolution to award sidearm to Retiring Deputy Kenneth "Pete" Miller

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Request Memo to Award Sidearm to Retiring Deputy Miller | 1/12/2017 | Cover Memo |
| Resolution | 1/30/2017 | Cover Memo |

# ROWAN COUNTY SHERIFF'S OFFICE
## KEVIN L. AUTEN, SHERIFF

**232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144**
**TELEPHONE: 704-216-8700 FAX: 704-216-8674**


**MEMORANDUM**

TO: Aaron Church, County Manager
FROM: Kevin Auten, Sheriff
DATE: 01-12-17
REF: Handgun for Retiring Deputy

Pursuant to North Carolina General Statute 20-187.2, I would like to respectfully request that the Rowan County Commission award the service sidearm to retiring Deputy Kenneth "Pete" Miller. Deputy Miller will retire effective January 26, 2017, with over 25+ years of service to Rowan County citizens. He has served at the Rowan County Sheriff's Office since September 24, 1991, first as a Reserve Deputy, who later became a fulltime officer on February 10, 2008.

I would like to respectfully request that this matter be placed on the consent agenda for the next Commission meeting. A copy of the Resolution to award the sidearm is attached along with this memo. Please contact me if you have any questions in this matter. Thanks for your consideration of this request.

cc: Chief Deputy D. C. Ramsey
Captain J. C. Sifford
Captain S. A. Towne
Lt. M. A. Brady
file

# RESOLUTION

## ALLOWING RETIRING OFFICER
## TO PURCHASE SERVICE SIDEARM

***WHEREAS***, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award to a retiring member the service handgun of the retiring member; *and*

***WHEREAS***, Deputy Kenneth "Pete" Miller has served as a member of the Rowan County Sheriff's Office since September 24, 1991; *and*

***WHEREAS***, Deputy Kenneth "Pete" Miller is retiring from the Rowan County Sheriff's Office effective January 26, 2017.

***NOW, THEREFORE, BE IT RESOLVED*** by the Rowan County Board of Commissioners to allow Deputy Kenneth "Pete" Miller to purchase his service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of $1.

This the 6th day of February 2017.

_____
Gregory C. Edds, Chairman
Rowan County
Board of Commissioners

ATTEST:

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board/
Assistant to the County Manager

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Nina Oliver, Public Health Director
**DATE:** January 17th 2017
**SUBJECT:** Oral Health Program Grants

---

Rowan County Health Department's (RCHD) Smile Center is applying for two grants to fund new oral health programs. The first program is to provide oral health care for uninsured children and send the Certified Public Health Dental Hygienist into the Rowan-Salisbury School System. The second program is providing dental care in the schools by way of mobile dental equipment.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Oral Health Grants Memo | 1/17/2017 | Cover Memo |
| Robertson Dental Grant Budget | 1/17/2017 | Cover Memo |
| Woodson Dental Grant Budget | 1/17/2017 | Cover Memo |

**To:** Rowan County Board of Commissioners
**From:** Nina Oliver, Public Health Director
Elizabeth Davis, Quality Improvement Specialist
**Date:** January 10th, 2017
**Re:** Oral Health Grants

**Situation**

Rowan County Health Department's (RCHD) Smile Center is applying for two grants to fund new oral health programs. The first program is to provide oral health care for uninsured children and send the Certified Public Health Dental Hygienist into the Rowan-Salisbury School System. The second program is providing dental care in the schools by way of mobile dental equipment.

**Background**

The Smile Center is collaborating with the Rowan Salisbury School System (RSSS) to reach more Rowan County children. For 2017 our dental hygienist will implement a preventative oral health program that includes screenings and sealants in the schools. Children identified as needing follow-up care will be referred to the Rowan County Smile Center. Many families are not able to pay for dental care because they lack insurance. This is a barrier the Smile Center addressees through the sliding fee scale. However, for some the sliding fee scale is still not an option. The funding from the Robertson Foundation would cover the cost of an exam, cleaning, fluoride varnish and treatment if necessary for 100 uninsured Rowan-Salisbury elementary school students.

The Rowan County Smile Center would like to purchase mobile dental equipment so they have the ability to go into the schools and provide dental care and treatment to Rowan County children. Setting up a "mobile dental clinic" in the school would be the best scenario for everyone since children will not miss a large portion of their day, its low to no cost to the schools, parents do not have to miss work, and children will feel more comfortable because the dental work will take place in an environment they are already familiar with.

**Assessment**

RCHD is applying for 2 grants:

*The Blanche and Julian Robertson Family Foundation* (due 2/20/2017) does not have a funding amount limitation. We will be seeking $36,384 in funding for this grant. We will use this funding to cover the cost of an exam, cleaning, fluoride varnish and treatment if necessary for 100 uninsured Rowan-Salisbury elementary school students. We will also use the funding to send the Public Health Dental Hygienist into schools to screen students, provide dental education, and to implement school sealant projects. The Public Health Hygienist will screen 6 schools and complete a sealant project in one school.

The *Margaret C. Woodson Foundation* (due 2/3/2017) does not have a funding amount limitation. We will be seeking $220,022 in funding for this grant. We will use this grant to purchase mobile dental equipment, transportation for new equipment, and training for new equipment. This will cover start up costs to provide direct oral health care to students at the schools.

**Recommendation**

The Health Department respectfully requests that the Rowan County Board of Commissioners support and approve this opportunity for the Rowan County Health Department to apply for The Blanche and Julian Robertson Family Foundation grant and the Margaret C. Woodson Foundation grant. The Rowan County Board of Health approved it on Tuesday January 10th.

**The Blanche and Julian Robertson Foundation**

| Line Item | Cost | Total |
|---|---|---|
| Initial Exam | $85 per patient (100 patients) | $ 8,500.00 |
| Prophylaxis (Teeth Cleaning) | $85 per patient (100 patients) | $ 8,500.00 |
| Topical Flouride Varnish | $50 per patient (100 patients) | $ 5,000.00 |
| Treatment- Filling | $100 to $240 depending on location and surface (10 patients) | $ 2,400.00 |
| Treatment- Pulpotomy | $135 per tooth (10 patients) | $ 1,350.00 |
| Treatment -Pulpectomy | $235 per tooth (10 patients) | $ 2,350.00 |
| Treatment- Extraction | $100 per tooth (10 patients) | $ 1,000.00 |
| Dentist's Time | $130 per hour (30 hours; 30 min./Patient) | $ 3,900.00 |
| Dental Assistant's Time | $19.95 per hour (30 hours) | $ 1,197.00 |
| Hygienist Time | $24.30 per hour 90 hours) (screening 6 schools and a sealant project for 1 school) | $ 2,187.00 |
| 100 patients, Hygienist Screening 6 schools, Treatment for 40 students | | $ 36,384.00 |

Mobile Dental Clinic Budget

PORTABLE DENTAL EQUIPMENT

| ITEM | QTY | DESCRIPTION | PRICE EA. | TOTAL |
|---|---|---|---|---|
| | | | | |
| ARU-07P2NC | 1 | NOMAD PRO 2 X-RAY SYSTEM (with case) | $ 7,995 | $ 7,995 |
| ARU-1065796 | 2 | RVG 6200 #1 SENSOR KIT (older kids) | $ 6,250 | $ 12,500 |
| 0-10W | 2 | RVG 6100 #0 SENSOR KIT ( small kids) | $ 6,620 | $ 13,240 |
| ARU-8013393 | 1 | X-RAY TRAINING - ONE DAY | $ 1,487 | $ 1,487 |
| ARU-8012809 | 2 | SENSOR INSTALL FEE (EACH) | $ 150 | $ 300 |
| ARU-100012-XALB | 2 | PROTECTIVE X-RAY APRONS | $ 805 | $ 1,610 |
| ARU-10009-XCLB | 2 | PROTECTIVE X-RAY COLLARS | $ 88 | $ 175 |
| SAFARI | 2 | PORTABLE WORKSTATION | $ 650 | $ 1,300 |
| | 1 | ULTRASONIC AND SUPPLY CART | $ 2,821 | $ 2,821 |
| | 1 | STATIM 2000 G4 AUTOCLAVE | $ 6,741 | $ 6,741 |
| | 1 | JAR SYSTEM COMPUTER CART | $ 1,904 | $ 1,904 |
| | 1 | LAPTOP W/ SOFTWARE | $ 800 | $ 800 |
| | 1 | REMOTE CONNECTION - ONE YEAR | $ 480 | $ 480 |
| | 2 | ADEC OPERATOR'S STOOLS | $ 1,085 | $ 2,170 |
| | 2 | ADEC ASSISTANT'S STOOLS | $ 1,229 | $ 2,458 |
| | 2 | ASSISTANT'S CARTS | $ 3,471 | $ 6,942 |
| | 2 | SELF-CONTAINED MOBILE CART W/ FIBER OPTICS | $ 11,319 | $ 22,638 |
| | 1 | MOBILE ROYAL PD2 PEDO CHAIR | $ 8,177 | $ 8,177 |
| | 1 | MOBILE ADEC 411 DENTAL CAIR | $ 14,898 | $ 14,898 |
| | 2 | PIEZO ELECTRIC SCALER | $ 858 | $ 1,716 |
| | 2 | LED PORTABLE LIGHT w/ CASE | $ 952 | $ 1,904 |
| | 1 | PORTABLE STERILIZER | $ 1,045 | $ 1,045 |
| | | | | |
| DENTAL CURING LIGHTS | 2 | | $ 1,281 | $ 2,562 |
| DENTAL HANDPIECES | | | $ 12,531 | $ 15,000 |
| DENTAL INSTRUMENTS | | | $ 8,040 | $ 10,000 |
| DENTAL SUPPLIES | | | $ 18,523 | $ 20,000 |
| EQUIPMENT TRANSPORTATION | 1 | SPECIALTY TRUCK W/ TOMMY LIFT | $ 58,714 | $ 58,714 |
| SERVICE COSTS | 16 | IT SPECIALIST INSTALL RATE | $27.80/HR | $ 445 |
| | | | | |
| TOTAL | | | | $ 220,022 |

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Caleb Sinclair, Director, Environmental Management
**DATE:** 1/23/17
**SUBJECT:** Task Order 2016/17-02 CQA Services

---

This Task Order is for Construction Quality Assurance (CQA) services that are to be provided by the Rowan County Landfill Environmental Engineering and Consulting Firm HDR, Inc.

These *CQA* services are necessary for the oversight of our Landfill Gas Collection and Control System Construction Project. Costs associated with these services are included in our current project budget.

The Rowan County Department of Environmental Management recommends the approval of Task Order 2016/17-02.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Ladfill Gas Collection And Control System CQA Services Request Summary | 1/23/2017 | Cover Memo |
| Task Order 2016/17-02 Landfill Gas Collection and Control System CQA | 1/23/2017 | Exhibit |

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

**January 12, 2017**

**Re: Task Order 2016/17-02 Approval Request**

Dear Mr. Chairman and Commissioners,

The referenced Task Order represents the provision of Construction Quality Assurance (CQA) services to be administered by our environmental engineering and compliance consulting firm *HDR Engineering Inc.* and applies to our project to construct a Landfill Gas Collection and Control System at the Rowan County landfill facility. The Landfill Gas Collection and Control System construction project contract has been awarded to *DOT Energy Solutions Inc.* as of the December 5, 2016 Rowan County Board of Commissioner's meeting.

Funding for this Task Order has been included within the current project budget.

The Rowan County Department of Environmental Management recommends the approval of Task Order *2016/17-02* so that we may ensure that the construction and installation of the Rowan County Landfill Gas Collection and Control System adheres to our proposed design and meets sufficient quality standards.

Respectfully Submitted,

Caleb M. Sinclair

Caleb M. Sinclair
Rowan County Government
Department of Environmental Management

**EXHIBIT A**

**TASK ORDER NUMBER 2016-17 02**
**LANDFILL GAS COLLECTION AND CONTROL SYSTEM CONSTRUCTION CQA**

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), signed in September 29th, 2015, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2016-17 02

PROJECT NAME: LGCCS CONSTRUCTION CQA

PART 1.0 PROJECT DESCRIPTION:

Rowan County proposes to add a landfill gas collection and control system (GCCS) at the Rowan County Landfill in Woodleaf, North Carolina.

In accordance with 40 CFR 60.752(a)(2), the Federal New Source Performance Standards (NSPS) regulations require any landfill with a design capacity of 2.5 million cubic meters or 2.5 million megagrams (Mg) and exceeds the non-methane organic compound (NMOC) emission rate greater than 50 megagram/year (Mg/yr) must install GCCS. Because the recent Phase IV expansion increased the design capacity of the Landfill beyond the 2.5 million cubic meters threshold, the Landfill is now subject to the NSPS.

According to 40 CFR 60.757(a)(3) and (b) of the NSPS, the Landfill was required to submit an Amended Design Capacity Report (ADCR) and a Tier 1 NMOC Emission Rate Report. HDR utilized the U.S. EPA LandGEM model (version 3.02) to estimate the Tier 1 NMOC emissions. According to the model, the Landfill's Tier 1 NMOC emissions were approximately 270 Mg/year in 2015; well above the 50 Mg/yr limit. Therefore, the Landfill is now subject to 40 CFR 60.752(b)(2), which requires the installation of a GCCS.

HDR designed the initial LGCCS which includes 27 vertical gas extraction wells, four condensate sumps, connections to the leachate collection system, two 1,000 scfm blowers and a 1,500 scfm flare. This project was recently issued for bid and awarded to DOT Energy Solutions on December 5th, 2016. This scope of services covers the construction quality assurance to be provided by HDR during the installation of the system.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:
**Task 1 –Construction Administration and CQA Services**

This task item addresses providing engineering services for construction administration and CQA services for the Rowan County LGCCS. The specific activities HDR is performing under this task are described as follows.

*Work Activities:*

1. Review and approve project submittals from contractor(s) including project schedule, surveys and shop drawings.
2. Review and approve monthly pay requests and transmit for County approval.
3. Evaluate design changes and prepare modifications to Contract Documents to address design changes.
4. Evaluate field orders and change order proposals and prepare documents for execution.
5. Attend monthly on-site progress meetings. Coordinate with contractor(s) and the County regarding contract compliance.
6. Provide coordination and oversight for testing services as required in the project specifications.
7. Review material submittals including manufacturer quality control certificates and personnel qualifications.
8. Review laboratory test results and communicate with the County on an as needed basis.
9. Prepare observation logs and conformance data sheets (as required) in accordance with the CQA Plan, including photographic documentation on a selected basis.
10. Prepare contract close-out documentation and process final pay request, lien waivers, and other final contract documents.

*Deliverables:*

1. Reviewed and approved shop drawings, field orders, change orders, pay requests, and other project communication.
2. Contract close out documents.

*Clarifications:*

1. HDR will not coordinate or schedule the contractor's work.
2. Construction monitoring services assume an HDR representative will be on-site full time during periods of major construction through substantial completion (140 calendar days)based on 8 hours per day and five days per week work schedule. Meeting attendance, site visits, and expenses are through final completion (155 days).
3. The effort estimated for shop drawing submittal review has been based on not more than two (2) review cycles. Additional review cycles due to the lack of attention to detail by the Contractor may require additional compensation.
4. This scope assumes a normal closeout process and does not include time for contract dispute resolution.

## PART 3.0 SCHEDULE

These tasks are for services will begin in February 2017.

| | Estimated Completion |
|---|---|
| Task 1 Construction Administration and CQA Services | May 2017 |

## PART 4.0 PAYMENTS TO ENGINEER

| | Estimated Cost |
|---|---|
| Task 1 Construction Administration and CQA Services | $116,000 |

This Task Order is executed this 19th day of December, 2016.

| ROWAN COUNTY, NORTH CAROLINA<br>"OWNER" | | HDR ENGINEERING, INC. OF THE CAROLINAS<br>"ENGINEER" | |
|---|---|---|---|
| DATE: | | DATE: | December 19, 2016 |
| BY: | | BY: | |
| NAME: | | NAME: | Roger W. Moody, PE |
| TITLE: | | TITLE: | Senior Vice President |
| ADDRESS: | | ADDRESS: | 440 South Church St. Suite 100<br>Charlotte, NC 28202 |

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Caleb Sinclair
**DATE:** 1/23/17
**SUBJECT:** Task Order 2016/17-03 EPA & Title V Reporting

---

This Task Order represents services to be rendered by our Environmental Engineering and Consulting firm (HDR Inc.) and is for EPA and Title V compliance reporting services for our Rowan County Landfill Facility.

EPA and Title V compliance reporting requirements have been triggered by our most recent landfill expansion (Phase IV) which increases our solid waste capacity to a level which initiates these compliance requirements.

Costs relating to this Task Order 2016/17-03 are included in our current budget.

It is the recommendation of the Rowan County Department of Environmental Management that Task Order 2016/17-03 be approved so that we may maintain compliance with our landfill facility permit.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Task Order Summary of Approval Request 2016/17-03 | 1/23/2017 | Cover Memo |
| Task Order 2016/17-03 EPA & Title V Compliance Reporting Services | 1/23/2017 | Exhibit |

ROWAN COUNTY
NORTH CAROLINA
*Be an original.*

**January 19, 2017**

**Re: Task Order 2016/17-03 Approval Request**

Dear Mr. Chairman and Commissioners,

The referenced Task Order represents services to be rendered by our environmental engineering and compliance consulting firm *HDR Engineering Inc.* The scope of these services is for EPA and Title V compliance reporting for the 2017 calendar year. Because the Rowan County landfill facility is required to maintain a Title V compliance standards permit, our facility must adhere to these air quality and emissions reporting requirements.

EPA and Title V compliance requirements have been triggered by our most recent landfill expansion (phase IV) which increases our solid waste capacity to a level which initiates these reporting requirements.

It is the recommendation of the Rowan County Department of Environmental Management that the Rowan County Board of Commissioners approve Task Order 2016/17-03 so that we may maintain compliance with our landfill facility permit.

Costs relating to this Task Order have been anticipated, and are included in our current budget.

Respectfully Submitted,

Caleb M. Sinclair
Rowan County Government
Department of Environmental Management

**EXHIBIT A**

**TASK ORDER NUMBER 2016-17 03**
**TITLE V AND EPA GAS REPORTING**

This Task Order pertains to an Agreement by and between Rowan County, North Carolina, ("OWNER"), and HDR Engineering, Inc. of the Carolinas ("ENGINEER"), signed in September 29th, 2015, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2016-17 03

PROJECT NAME: TITLE V AND EPA GAS REPORTING

PART 1.0 PROJECT DESCRIPTION:

Rowan County submitted a Title V permit application in August 12, 2013 for the landfill located at 689 Campbell Road, Woodleaf, North Carolina. NCDEQ issued the facility Air Quality Permit No. 10405T00 on January 5, 2015.

In order to maintain compliance with the permit conditions the facility is required to complete annual reporting on the waste acceptance rates and emission estimates. Our proposal, as detailed in the Scope of Work below, represents our understanding of the air quality related compliance reporting activities that will be required during calendar year 2017.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

**Task 1 –Landfill Gas Reporting**

The Landfill will be required to prepare and submit the following routine reports and emission inventories during calendar year 2017:

Title V Permit Reports and Inventory

- Two (2) semi-annual compliance reports:
  - July 1, 2016 – December 31, 2016 (2H16 report), due by January 30, 2017,
  - January 1, 2017 – June 30, 2017 (1H17 report), due by July 30, 2017.
- Annual compliance certification report for calendar year 2016 – due by March 1, 2017.
- Annual emission inventory for calendar year 2016 – due by June 30, 2017 (submitted via DEQ's AERO electronic reporting system).

40 CFR Part 98 (Greenhouse Gas Inventory)

- Annual GHG emission inventory for calendar year 2016 – due by March 31, 2017 (submitted via EPA's e-GGRT reporting tool).

*Deliverables:*

1. Draft of each report, provided at least two (2) weeks prior to due date for County review and comment;

2. Final of each report, provided at least one (1) week prior to due date for County signature and submittal.

*Clarifications:*

1. All information needed to prepare the reports will be provided by the County based on an information needs list prepared by HDR for each;
2. No site visit or meetings with the County or North Carolina Department of Environmental Quality (DEC).
3. County will pay emission inventory fees.

## PART 3.0 SCHEDULE

These tasks are for services for the 2017 Calendar Year and will follow the reporting dates as shown in Part 2.0 of this task order.

## PART 4.0 PAYMENTS TO ENGINEER

HDR will complete the scope outlined in this proposal for $25,000.

This Task Order is executed this 13th day of January, 2017.

| ROWAN COUNTY, NORTH CAROLINA<br>"OWNER" | | HDR ENGINEERING, INC. OF THE CAROLINAS<br>"ENGINEER" | |
|---|---|---|---|
| DATE: | | DATE: | January 13, 2017 |
| BY: | | BY: | |
| NAME: | | NAME: | Roger W. Moody, PE |
| TITLE: | | TITLE: | Senior Vice President |
| ADDRESS: | | ADDRESS: | 440 South Church St. Suite 100<br>Charlotte, NC 28202 |

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Nina Oliver, Public Health Director
**DATE:** 1/26/2017
**SUBJECT:** Personal Health Services Fee Schedule

---

The Personal Health Services fee schedule for the Rowan County Health Department has been updated as required by policy due to changes, additions, and deletions of Current Procedural Terminology (CPT) codes.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Health Department Clinical Fee Schedule Memo | 1/26/2017 | Cover Memo |
| Clinical Fee Schedule | 1/26/2017 | Cover Memo |

**To:** Rowan County Board of Commissioners
**From:** Nina Oliver, Public Health Director
Sharon Owen, Nursing Director
**Date:** January 26th 2017
**Re:** Personal Health Services Fee Schedule

**Situation:**
The Personal Health Services fee schedule for the Rowan County Health Department has been updated as required by policy due to changes, additions, and deletions of Current Procedural Terminology (CPT) codes.

**Background:**
Annually the Federal Department of Health and Human Services updates the national coding standards to be used by medical and other providers to bill for services and procedures rendered under the Health Insurance Portability and Accountability Act (HIPAA). The health department accesses these changes through various updated CPT and procedural books. The changes, additions, and deletions of codes are effective on January 1st of each calendar year and require an update of the codes used for services provided. The Personal Health Services fee schedule has been reviewed and fees have been updated based on changes in CPT codes, costs, and the current Division of Medical Assistance and other third party insurers' explanation of benefits and reimbursement schedules. Updates are required to be approved by the Board of Health and Board of County Commissioners.

**Assessment:**
Changes have been made to the fee schedule based on program and national coding standard updates. Any additions or changes in codes are shown in bold on the fee schedule. Increases in fees or reimbursement amounts are in black bold type. Decreases in fees or reimbursement amounts are shown in red bold type. We are proposing the annual update for the Personal Health Services fee schedule be presented to the Board of Commissioners and Board of Health in either November or January each year, based on when the program and national coding updates are received.

**Recommendation:**
The Rowan County Health Department recommends that the Board of Commissioners approve the updated Personal Health Services fee schedule for use during calendar year January – December 2017. The Board of Health approved it on Tuesday January 10th 2017.

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Franklin Gover, Planner
**DATE:** 1/26/2017
**SUBJECT:** Set Public Hearing for Z 01-17 for February 20, 2017

---

On November 2nd, 2009 the Rowan County Board of Commissioners unanimously approved a request to rezone Tax Parcel 407A05601, from Commercial Business Industrial (CBI) to Industrial with a Conditional Use District (CUD) to allow for a scrap-metal recycling center on Peach Orchard Lane. No development occurred on the parcel and the Conditional Use Permit has since expired. Randy Beach is requesting that the parcel be rezoned from IND-CUD to CBI.

Set public hearing for Z 01-17 for February 20th, 2017.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Staff Report Z 01-17 | 1/26/2017 | Exhibit |
| Application | 1/26/2017 | Exhibit |
| GIS Map | 1/26/2017 | Exhibit |

# Rowan County Planning and Development Department

402 North Main Street • Salisbury, N.C. 28144-4341
Planning: 704-216-8588 Fax: 704-638-3130


## MEMORANDUM

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Franklin Gover, Planner
DATE: January 27th, 2017
RE: **Z 01-17,** *Industrial Conditional Use District* ***(IND-CUD)*** *to Commercial, Business, Industrial* ***(CBI)***

**SUGGESTED BOARD OF COMMISSIONERS ACTION**

**1.** Set Public Hearing for February 20th, 2017 for **Z 01-17**

## REQUEST and BACKGROUND

On November 2nd, 2009 the Rowan County Board of Commissioners unanimously approved a request to rezone a 7.0 acre parcel, identified as Tax Parcel 407A05601, from Commercial Business Industrial (CBI) to Industrial with a Conditional Use District (CUD) to allow for a scrap-metal recycling center on Peach Orchard Lane. In September of 2010 the Rowan County Board of Commissioners approved an amendment to the existing IND-CUD district, adding 1.56 acres to the approved site plan.

In February of 2014 the NCDOT began a bridge project, part of P-5206, to span US 29 HWY and the North Carolina Railroad Corridor. The NCDOT acquired right-of-way through the parcel to realign Peeler Road, and extend Hader Street south between Peach Orchard Road and Peeler Road. The right-of-way acquisition split the parcel into two pieces and reduced the acreage. No development occurred on the parcel and the Conditional Use Permit has since expired. Randy Beach is requesting that the parcel, 407A05601, be rezoned from IND-CUD to CBI.

.

**ZONING CRITERIA**

**1. Relationship and conformity with any plans and policies.**

Plans - According to the Eastern Rowan Land Use Plan this property is located within the US 29 HWY commercial and industrial corridor. The Eastern Land Use Plan suggests that the US 29 corridor, between Salisbury and China Grove, may be appropriate for manufacturing, distribution, motorsports, and corporate headquarters.

Note: This parcel is not located within a watershed area.

Policies – N/A

**2. Consistency with the requested zoning district's purpose and intent.**

***Commercial, Business, Industrial, CBI*** *-This zone allows for a wide range of commercial, business and light industrial activities which provide goods and services. This district is typically for more densely developed suburban areas, major transportation corridors, and major cross-roads communities. However this district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.*

The site is located within a commercial and industrial area along US 29, with proximity to the major transportation corridor, Interstate 85. With no specific plans for future use, the CBI district will provide flexibility for development.

**3. Compatibility of all uses within the proposed district classification with other properties and conditions in the vicinity.**

Compatibility of uses –

The surrounding area is a mixture of commercial and industrial uses, and residential uses, located within a CBI zoning district. The CBI district allows a wide range of uses that would all be compatible with neighboring properties. There are commercial and industrial uses along Peeler Road and US 29. (See GIS Map)

Conditions in the vicinity (see map) –

The subject parcel's rear border is the North Carolina Railroad corridor. There are residences located along Peach Orchard Lane. Other conditions in the vicinity include the recently constructed flyover bridge and Walk-On Products, which is in the City of Salisbury's corporate limits and zoned Heavy Industrial. There are vacant and wooded parcels adjacent to the site.

**4. Potential impact on facilities such as roads, utilities and schools.**

Roads – There is no traffic count information available for Hader Street. Peeler Road is classified as a minor thoroughfare and averaged 2900 average daily trips, measured just west of US 29. The Cabarrus Rowan MPO Comprehensive Transportation Plan indicates a capacity of 11,700 daily trips. Even though a specific use to estimate the number of new trips added is unknown, capacity should not be an issue based on the above figures.

Utilities – Uses on this site will utilize private water and sewer, subject to verification from the Rowan County Environmental Health Office.

Schools – N/A

## PROCEDURES

The Board of Commissioners shall develop and adopt a statement of consistency. A statement of consistency is necessary to address the relationship between this request and any applicable county adopted plans prior to making a decision to approve or deny the request.

## JANUARY 23rd, 2017 PLANNING BOARD MEETING

No one spoke against the request. Randy Beach spoke in favor of his request. The Rowan County Planning Board voted unanimously (8-0) to recommend approval of the request based on the following statement of consistency:

Statement of Consistency:

*"Z-01-17 is consistent with the Eastern Area Land Use Plan based on the property being located in the US 29 commercial and industrial corridor. Z-01-17 is also consistent due to the site being surrounded by CBI zoning, and the current zoning being rendered unusable due to the P-5206 project changing the site."*

Motion made by Mike Agee and seconded by Jack Fisher. Motion passed unanimously.

## STAFF COMMENTS

1. The CBI district increases flexibility for development with a wide variety of permitted uses and less restrictive dimensional standards.
2. This parcel is surrounded by an existing CBI district.
3. The rezoning of this property to CBI district aligns with the "Future Land Use Recommendations" for Industrial and Commercial Corridor of the East of I-85 Land Use Plan.
4. No future road capacity issues.

## SUGGESTED BOARD OF COMMISSIONERS ACTION

1. Set Public Hearing for February 20th, 2017 for **Z 01-17**

## ATTACHMENTS

1. Application 2. GIS Maps

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

Case # Z 01-17
Date Filed 11-22-16
Received By JG
Amount Paid 300.00 cash
**Office Use Only**

## REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Randy L Beach
Signature: Randy L Beach
Contact Information: 704-855-2329. Beach 910-842-4330.
Address: 1302 Starter DR. China Grove NC. 28023

APPLICANT / AGENT INFORMATION (Complete affidavit on back if other than owner):

Name: Same As
Signature:
Contact Information:
Address:

PROPERTY DETAILS:

Tax Parcel: 407A05601 Zoning District: IND-CU
Date Acquired: 2013 Deed Reference: Book 1212 Page 817
Property Location: Hedder St
Size (sq. ft. or acres): 5.97 Street Frontage:
Current Land Use: Vacant

Surrounding Land Use: North Residential
South Vacant
East Vacant
West Railroad

Existing Zoning IND-CU Requested Zoning CBI

COUNTY OF ROWAN

STATE OF NORTH CAROLINA

## AFFADAVIT OF OWNER

To be completed if a second party will represent case

I (We), _____, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

**IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.**

---

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

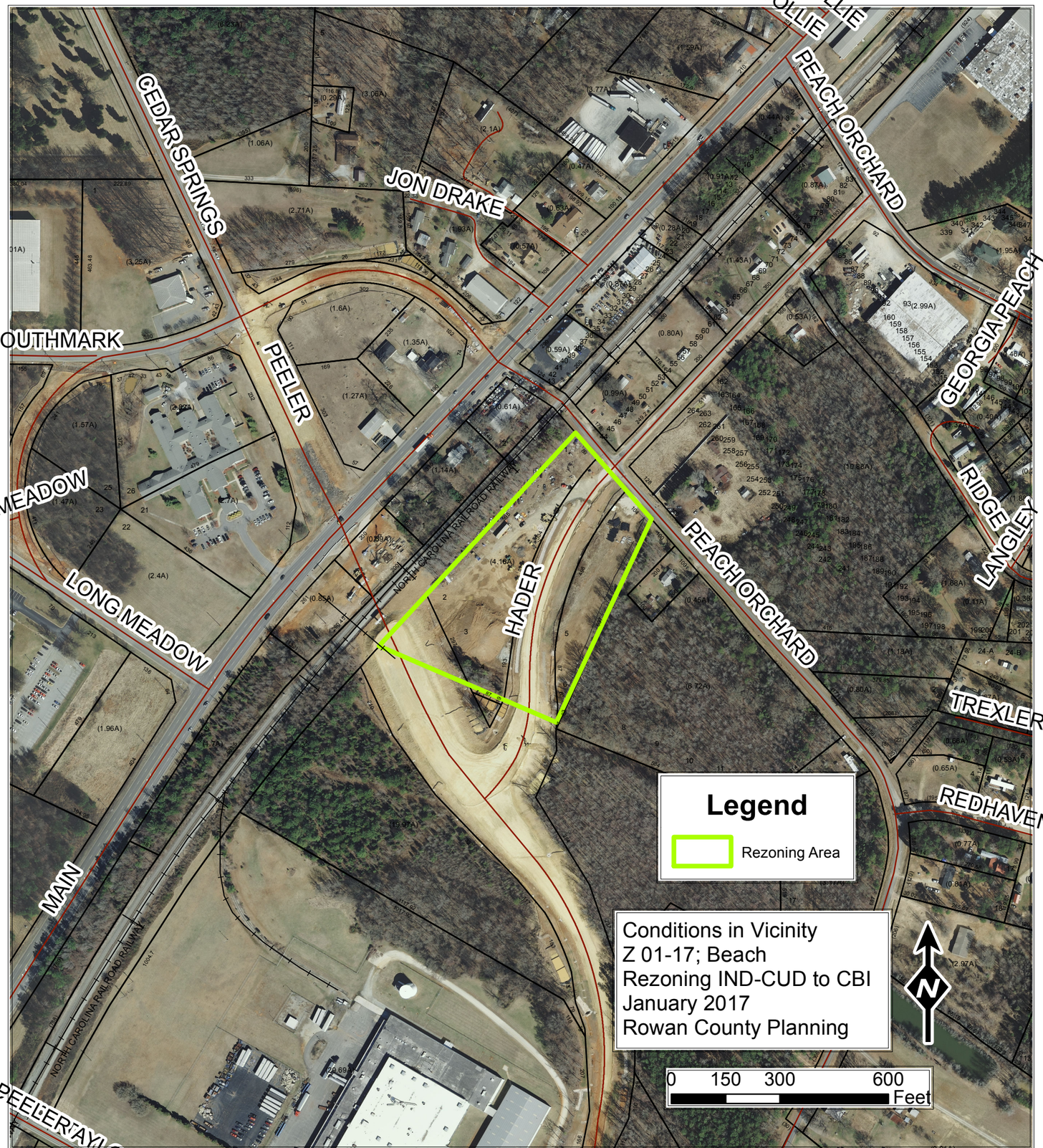
My commission expires _____, 20 ___.

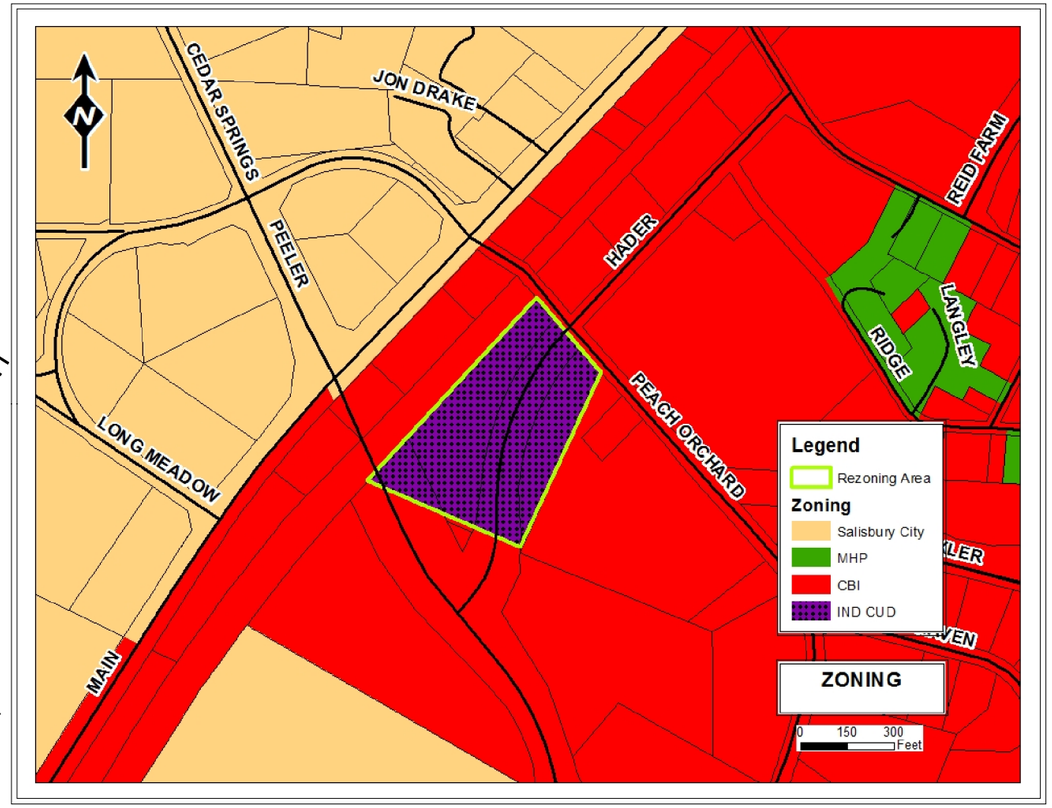
**SEAL**

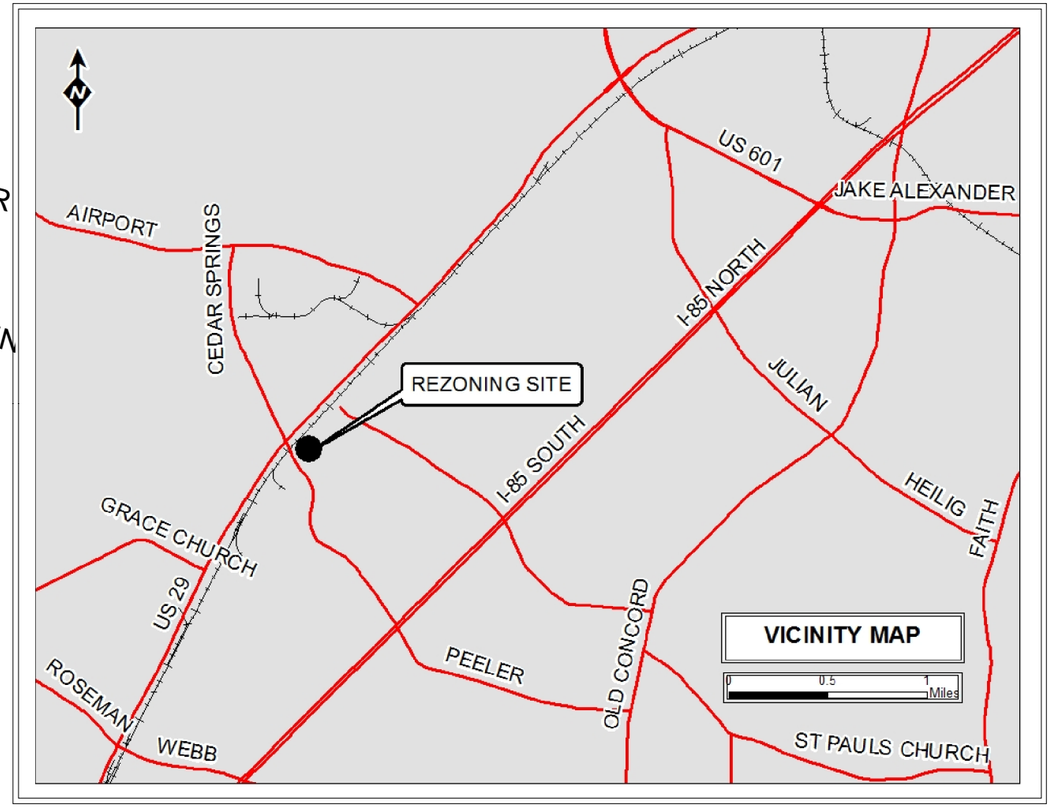
_____

**OFFICIAL USE ONLY**

1. Signature of Rezoning Coordinator: [signature] 2. Planning Board Courtesy Hearing: 1/23/17 3. Notifications Mailed: 1/11/17 4. Property Posted: 1/11/17 5. Planning Board Action: Approved ✓ Denied _____ 6. Board of Commissioners Public Hearing: 2/20/17 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___


CEDAR SPRINGS
JON DRAKE
DOLLIE
PEACH ORCHARD
SOUTHMARK
PEELER
GEORGIA PEACH
LONG MEADOW
HADER
RIDGE
LANGLEY
TREXLER
REDHAVEN
MAIN
PEELER TAYLOR
NORTH CAROLINA RAILROAD RAILWAY
Legend
Rezoning Area
Conditions in Vicinity
Z 01-17; Beach
Rezoning IND-CUD to CBI
January 2017
Rowan County Planning
0 150 300 600
Feet


CEDAR SPRINGS
JON DRAKE
PEELER
HADER
REID FARM
LANGLEY
RIDGE
PEACH ORCHARD
LONG MEADOW
MAIN
Legend
Rezoning Area
Zoning
Salisbury City
MHP
CBI
IND CUD
ZONING
0 150 300
Feet


US 601
JAKE ALEXANDER
AIRPORT
CEDAR SPRINGS
I-85 NORTH
REZONING SITE
JULIAN
I-85 SOUTH
HEILIG
FAITH
GRACE CHURCH
US 29
OLD CONCORD
PEELER
ROSEMAN
WEBB
ST PAULS CHURCH
VICINITY MAP
0 0.5 1
Miles

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church
**DATE:** January 30, 2017
**SUBJECT:** Parking Lease With Rowan County Agricultural and Industrial Fair Association

---

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Lease Agreement | 1/30/2017 | Cover Memo |

NORTH CAROLINA

ROWAN COUNTY

# ROWAN COUNTY PARKING AREA LEASE AGREEMENT

THIS LEASE made and entered into this the ____ day of _____, 20__, by and between Rowan County, a body politic hereinafter called "Lessor" and The Rowan County Agricultural and Industrial Fair Association, Incorporated hereinafter called "Lessee".

WITNESSETH:

That the lessor does hereby lease and let unto the Lessee and the Lessee hereby accepts as tenant of the Lessor for the sum of $1.00 per year, subject to the terms and conditions hereinafter set forth that certain tract or parcel of land described as follows:

See Exhibit A attached hereto for description of Parent Tract and Exhibit B attached hereto illustrating that specific Leased Area consisting of approximately 5.000 acres of the southwest corner of the Parent Tract.

The terms and conditions herein referred to are as follows:

1. That this lease shall begin on the ____ day of _____, 201_ and shall exist and continue for a minimum period of fifteen (15) years. Said lease may be terminated by either party upon giving one hundred eighty (180) days written notice.

2. That the Lessee shall limit and restrict the use of said premises to a parking area in conjunction with its operation of the Rowan County Fair, and Lessor shall do nothing to obstruct the passage of automobiles to and from said premises for the purpose of using said premises as a parking lot.

3. That Lessee shall not sublease or assign its rights hereunder without approval of Lessor

4. The attached Exhibit B aerial of the Leased Area is a true representation of the boundaries of the parcel of land leased, identified as part of Tax Map 402 Parcel 89.

6. A Memorandum of this lease shall be registered in the Rowan County Register of Deeds Office.

7. Lessor shall manage the clearing of any merchantable timber- and receive any and all monetary compensation for the said timber. ~~and shall clear the Lease Area of all stumps by such date so as not to interfere with Lessee's intended use~~. Lessor is not responsible for removing stumps or debris remaining after lot is timbered.

8. Lessee shall maintain, at its sole cost and expense, the access road and the Lease Area in good working condition at all times. Lessee shall further complete within a

reasonable time such work, repairs or maintenance made necessary by its use of the access road and Leased Area that Lessor deems reasonable and necessary.

9. In the event Lessor receives a bona fide offer to purchase the Parent Tract, or any portion thereof affecting the Leased Area, Lessor agrees to work in good faith with Lessee to locate replacement property or areas for Lessee to use for the purposes herein.

10. The execution and delivery of this Lease Agreement has been duly approved by each party according to its bylaws or statutory requirements.

11. Lessee shall and hereby agrees to indemnify and save the Lessor harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity, arising from the operation or management of the Leased Area during the Lease Term, including any arising from: (a) any condition of the Leased Property; or (b) any negligent act of the Lessee or of any of its agents, contractors or employees or any violation of law by the Lessee or breach of any covenant or warranty by the Lessee under this Lease. The Lessee shall, upon notice from the Lessor, defend or pay the cost of defending the Lessor, as the case may be, in any action or proceeding brought in connection with any claims arising out of circumstances described in (a) or (b) above.

12. The following shall be "Events of Default" under this Lease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

    a. The Lessee's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Lessee by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, or the Lessor shall unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until such failure is corrected; and further provided, that if by reason of Force Majeure the Lessee is unable in whole or in part to carry out any of its agreements contained herein, the Lessee shall not be deemed in default during the continuance of such event or occurrence.

    b. The dissolution or liquidation of the Lessee or the voluntary initiation by the Lessee of any proceeding under any federal or State law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief.

13. If the Lessee shall default under any Lease provision and Lessor shall employ attorneys or incur other expenses for the collection of any payments due under this

Lease, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained in this Lease, the Lessee agrees that, to the extent permitted by law, it shall pay on demand therefor to the Lessee, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

14. All Notices due hereunder shall be mailed first class US Postal Service and addressed:

| | |
|---|---|
| Lessor: | County Manager<br>130 West Innes Street<br>Salisbury, NC 28144 |
| Lessee: | _____<br>_____<br>_____ |

15. If any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
16. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. The parties intend that this Lease shall be governed by and construed in accordance with State law.

Signature Page Follows

Executed the day and year first above written.

| | |
|---|---|
| **[SEAL]** | **ROWAN COUNTY, NORTH CAROLINA** |
| **ATTEST** | |
| _____ | _____ |
| Clerk, Board of Commissioners | Chairman, Board of Commissioners |
| **[SEAL]** | **THE ROWAN COUNTY AGRICULTURAL AND INDUSTRIAL FAIR ASSOCIATION, INCORPORATED** |
| **ATTEST** | |
| _____ | _____ |
| Secretary | President |

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church
**DATE:** January 30, 2017
**SUBJECT:** Survey Proposal for I-85 Southbound Gateway Sign

---

Accept and approve proposal and authorize County Manager to execute.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Survey Proposal | 1/30/2017 | Cover Memo |
| Map | 1/30/2017 | Cover Memo |

**Shulenburger Surveying Company, P.A.**

***Professional Land Surveyors***

614 North Main Street, Suite A
Salisbury NC 28144
Phone: 704-637-9623 email: shulenburgerco@gmail.com

# Proposal

**DATE** 1/25/2017
**Job Location:** West of South Bound I-85
**Job Name:** Rowan County Sign Near PIN 048 006
*Quotation valid until:* 02/09/2017

**Proposal Submitted To:**
Rowan County
Attn: Ed Muire
Email: ed.muire@rowancountync.gov

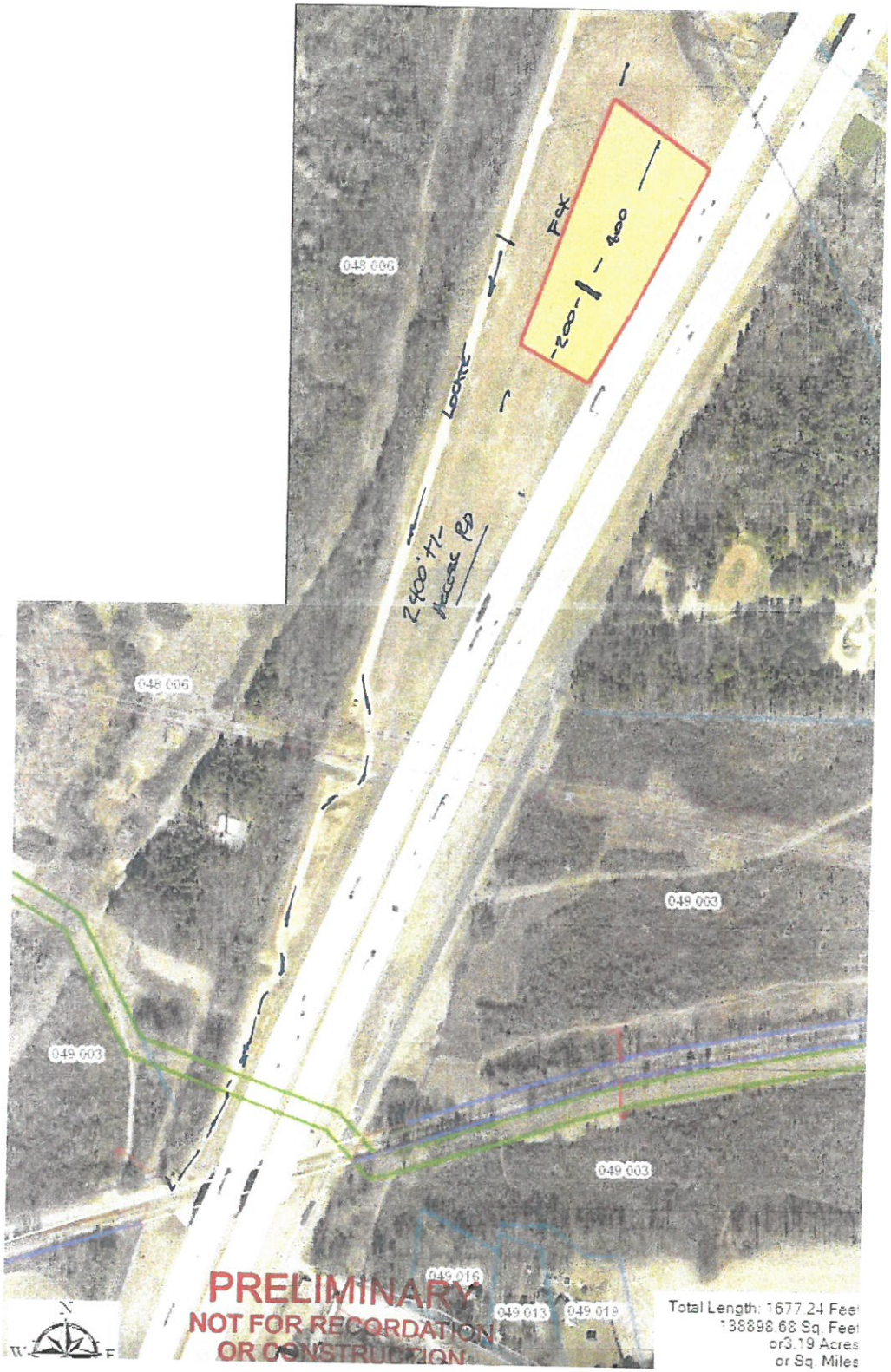
| Description | |
|---|---|
| 1. Preparing a one foot Contour Survey of approximately 3.2 acres that will encompass the area West of Interstate 85 Mile Marker 82 from edge of pavement to access control fence and running North 400' and South 200' from staked proposed sign location. Visible or marked utilities, if any, within this area will be located and shown on map. Map will be prepared at a 1" = 40' scale. | |
| 2. Locating gravel access road from sign site to edge of pavement on Hackett St. - Approximately 2400' - Map will be prepared at a scale of 1" = 100'. | |
| (See Sketch Attached) | |
| Field work and mapping will be complete within 30 days of return of thgis proposal. | |
| **TOTAL** | $5,250.00 |

Payment to be made as follows: Within 30 Days of completion.

Authorized Signature: Richard L. Shulenburger, PLS _____

Acceptance of Proposal: Date: _____ Signature: _____

**THANK YOU FOR YOUR BUSINESS!**




Total Length: 1677.24 Feet
138898.68 Sq. Feet
or3.19 Acres
or Sq. Miles

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department
**DATE:** January 30, 2017
**SUBJECT:** Lease Agreement for Heartstart Monitor/Defibrillator

---

Please see attached memo and supporting documents.

Please approve the Lease Agreement for a Heartstart Monitor/Defibrillator.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Lease Agreement for Heartstart Monitor/Defibrillator | 1/30/2017 | Backup Material |

Leslie E. Heidrick, CPA
*Assistant County Manager/*
*Finance Director*

Harley L. Will, CPA
*Assistant Finance Director*

**Rowan County Finance Department**
130 West Innes Street • Salisbury, NC 28144-4326
Telephone 704-216-8170 • FAX 704-216-8110

**MEMORANDUM**

**TO:** Rowan County Board of Commissioners
Aaron Church, County Manager

**FROM:** Leslie E. Heidrick, Assistant County Manager/Finance Director
David Sifford, Purchasing Agent

**RE:** Approval of Lease Agreement for Heartstart Monitor/Defibrillator

**DATE:** January 28, 2017

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The Emergency Services Department has requested that a lease be approved for a new Heartstart Monitor/Defibrillator to be used at the new Rockwell EMS Station. The County currently has a Heartstart Monitor in each EMS Station.

The County entered into a sixty month lease agreement with Philips Medical Capital for twelve Heartstart Monitors/Defibrillators on June 26, 2015. The new lease is for a forty-two month term to end simultaneously with the existing lease agreement on June 30, 2020. The current lease has a cost of $5,515.47 plus tax per month for twelve monitors, or $459.62 each. The new lease will have a cost of $624.50 plus tax per month for the monitor at the new station. The increase in cost is due to the shorter lease term. The existing Master Lease Agreement from Philips and the proposal for the new equipment are attached.

**Staff's Recommendation:** It is the recommendation of the Finance Department and the Emergency Services Department that a forty-two month lease agreement be approved with Philips Medical Capital for a Heartstart Monitor/Defibrillator to be used at the new Rockwell EMS Station, with a monthly lease payment of $624.50.

# Philips Medical Capital

# Master Lease Agreement

PHONE: (866) 514-4PMC
FAX: (866) 516-4PMC

| LESSEE | | | | |
|---|---|---|---|---|
| Full Legal Name: County of Rowan | | | | Phone Number: 7042168939 |
| Carrying on Business as (If Any): | | | | Fax Number: |
| Billing Address: 2727 Old Concord Rd Ste E | City: Salisbury | State: NC | Zip: 28146 | Send Invoice to Attention of: |

## TERMS AND CONDITIONS

This MASTER LEASE AGREEMENT (as amended, modified or supplemented from time to time in accordance with the terms hereof, this "Agreement"), dated as of June 26, 2015, is by and between Philips Medical Capital, LLC, a Delaware limited liability company, with offices located at 1111 Old Eagle School Road, Wayne, Pennsylvania, 19087-1453, (together with its successors and assigns, "Lessor"), and County of Rowan, a government organized under the laws of the State/Commonwealth of North Carolina (together with its successors and permitted assigns, "Lessee"). The parties hereto for good and valuable consideration and intending to be legally bound hereby agree as follows:

**1. LEASE OF SYSTEM:** This Agreement establishes the general terms and conditions under which Lessor may, from time to time lease a System (as hereinafter defined) to Lessee as specified in a lease schedule to be entered into from time to time (each a "Lease"). Each Lease shall incorporate the terms and conditions of the Agreement and shall constitute a separate lease agreement as to a System. In the event of a conflict between the provisions of any Lease and the provisions of this Agreement, the provisions of the Lease shall prevail. As used in this Agreement, the terms "Software", "Equipment" and "Maintenance" shall mean all items of software, equipment and maintenance, respectively, specified on a Lease and all of the foregoing and all peripherals and items related thereto provided by Lessor shall be collectively referred to as a "System."

IF THIS LEASE HAS BEEN PROVIDED ELECTRONICALLY AND LESSEE WISHES TO ENTER INTO THIS AGREEMENT AND/OR ANY LEASES ELECTRONICALLY, LESSEE'S ELECTRONIC SIGNATURE WILL CONSTITUTE ITS ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY, INCLUDING, WITHOUT LIMITATION, ELECTRONIC FORMS OF DELIVERY AND ACCEPTANCE CERTIFICATES, IF REQUIRED BY LESSOR. At Lessor's option, Lessor may require an ink signature.

**2. TERM AND PAYMENTS:** The lease term for each System shall be for the time period specified in the Lease (as it may be extended pursuant to the terms hereof or the Lease, the "Lease Term"), and such Lease Term shall commence on the date provided in the Lease (the "Commencement Date"). For the Lease Term, Lessee shall pay to Lessor the payments in the amount, number and in the manner specified in a Lease (each a "Payment" and collectively, "Payments"). If not specified in a Lease, the first Payment is due the first day of the first full month after the Commencement Date and the remaining Payments are due on the same day of each consecutive payment period thereafter for the duration of the Lease Term. A Lease may not be terminated or canceled for any reason whatsoever, except as expressly provided in the Lease. Whenever any sum due hereunder is not paid when due, Lessee agrees to pay to Lessor, on the next due date, a late charge equal to five percent (5%) of the amount of any late payment (but not less than $10.00), but only to the extent permitted by law. If any sum paid by Lessee shall be refused or rejected by the related obligor, Lessor may charge Lessee a returned-check or non-sufficient funds charge in the amount of $25.00 per check or electronics funds transfer to reimburse Lessor for the time and expense incurred with respect thereto. All sums paid by, or on behalf of, Lessee hereunder shall be non-refundable. All sums shall be delivered to Lessor at its address specified above (or such other place as Lessor, in writing, directs) without notice or demand therefore. If and to the extent the Payments include amounts due to Philips Healthcare for service or maintenance, then in the event Lessor quotes a buyout or enters into any settlement agreements arising from a defaulted Agreement, then such buyout amounts and such settlements shall not affect the rights or obligations of Philips Healthcare pursuant to any separate service or maintenance agreements between Lessee and Philips Healthcare. LESSEE'S OBLIGATION TO MAKE THE PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE CLAIMS AGAINST THE LESSOR OR THE PROVIDER OF A SYSTEM. IN THE EVENT THE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY A MANUFACTURER OR SUPPLIER OF ALL OR A PART OF A SYSTEM AND/OR VENDOR OR PROVIDER OF ALL OR PART OF THE SYSTEM (EACH AND COLLECTIVELY, "PROVIDER"), LESSEE ACKNOWLEDGES THAT LESSOR IS MERELY COLLECTING SUCH AMOUNTS ON BEHALF OF A PROVIDER AND THAT LESSOR IS NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE SYSTEM AND LESSEE'S OBLIGATION TO MAKE ALL PAYMENTS SHALL REMAIN UNCONDITIONAL.

**3. INSTALLATION AND DELIVERY:** The Lessee shall at its own expense provide a suitable environment for the System as specified or required by a Provider. Delivery and installation arrangements and costs, unless included in the cost of the System to Lessor, are the sole responsibility of Lessee. Lessee agrees to accept the System when Available for First Use (as defined in the Lease) and to immediately execute the Delivery and Acceptance Certificate supplied by Lessor as evidence thereof. If Lessee has entered into any purchase, licensing or maintenance agreements with a Provider (each an "Acquisition Agreement") covering the System or any portion thereof, Lessee transfers and assigns to Lessor all of Lessee's rights, but none of its obligations (except for Lessee's obligation to pay for the System upon Lessor's acceptance of the Lease) in and to any Acquisition Agreement and Lessee shall execute any documents, instruments or agreements reasonably necessary to effectuate such transfer or assignment. All proceeds of any warranty recovery by Lessee from a Provider shall first be used to repair, maintain, replace or upgrade the affected System and Lessee shall promptly notify Lessor of any such warranty recovery.

**4. USE, MAINTENANCE AND MODIFICATIONS:** Lessee represents, warrants and covenants that the System will be used for solely business purposes and not for personal or household purposes. Lessee will not modify the System in any way without the prior written consent of Lessor except as required by a Provider or in any Acquisition Agreement. Lessee shall not attach or incorporate any portion of the System in such a manner that it becomes or may be deemed to have become an accession to or a part of any other item of equipment or software. At its own expense, Lessee will cause the System to be used and maintained in: (a) a manner recommended by the Provider and/or in any Acquisition Agreement; (b) accordance with all laws, rules and regulations of all applicable governmental or quasi-governmental authorities; and (c) as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use alone excepted. All equipment, software, upgrades, parts and replacements for or which are added to or become attached to or a part of a System shall be deemed incorporated into the System and become the property of Lessor without further action on its part. Upon reasonable notice, Lessor shall have the right to inspect the System and all maintenance and business records related thereto during Lessee' normal business hours.

**5. DISCLAIMER OF WARRANTY:** LESSEE ACKNOWLEDGES THAT LESSOR HAS NO EXPERTISE OR SPECIAL FAMILIARITY ABOUT OR WITH RESPECT TO THE SYSTEM. LESSEE AGREES THAT THE SYSTEM LEASED HEREUNDER IS LEASED "AS-IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE AND IS SUITABLE FOR LESSEE'S PURPOSES AND THAT LESSOR HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE SYSTEM WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, LESSEE HEREBY WAIVES ANY WARRANTIES CONTAINED IN SECTIONS 2A-210, 2A-211, 2A-212 AND 2A-213 OF THE APPLICABLE UNIFORM COMMERCIAL CODE ("UCC") AND ANY RIGHT TO DEEM LESSOR IN DEFAULT PURSUANT THERETO. LESSEE ALSO AGREES TO WAIVE SUCH WARRANTIES, RIGHTS AND REMEDIES OR OTHER APPLICABLE LAW WITH RESPECT TO THE SYSTEM, INCLUDING ITS FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT, FREEDOM FROM LATENT DEFECTS (WHETHER OR NOT DISCOVERABLE), OR COMPLIANCE WITH APPLICABLE LAW. If the System is not properly installed, maintained, does not operate as represented or warranted by any Provider, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the relevant Provider. So long as Lessee is not in breach or default of this Agreement or any Lease hereunder, Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights which Lessor may have against the Provider for breach of warranty or other representation respecting any item of the System and Lessee shall hold any proceeds of such claim in trust for application as required by this Agreement.

**6. TITLE, PERSONAL PROPERTY, LOCATION AND LIENS:** The System is, and shall at all times be and remain the sole and exclusive property of Lessor, and Lessee, notwithstanding any trade-in or down payment made by Lessee or on its behalf with respect to the System, shall have no right, title or interest therein or thereto, except as to the use thereof subject to the terms and conditions of this Agreement and the related Lease. Notwithstanding the preceding sentence, for Leases with a $1.00 purchase option or where Lessee is required to purchase the System at the end of the Lease Term (a "Put Option"), Lessee shall be deemed to be the owner thereof. Lessee will not directly or indirectly create, incur, assume or allow to exist any lien, claim or encumbrance (each, a "Lien") on or with respect to the System, except such Liens as may arise through the acts or omissions of the Lessor. Lessee, at its own expense, will promptly pay, satisfy or otherwise take such actions as may be necessary to keep the System free and clear of any and all such Liens. The System is and shall at all times shall remain personal property notwithstanding how it or any item thereof may now be or hereafter become affixed, attached, imbedded in resting upon real property or any improvement thereof. If requested by Lessor, Lessee will promptly obtain and deliver to Lessor waivers of interest or Liens in form satisfactory to Lessor from all persons or entities claiming any interest in the real property or improvements where a System is installed or located. The System shall at all times during the Lease Term be kept at the address designated in each Lease and shall not be removed therefrom or released from the possession of the Lessee (except for maintenance by a Provider) without Lessor's prior written consent. Lessor may, at Lessee's expense, attach plates or markings to the System indicating the Lessor's ownership thereof.

**7. ASSIGNMENT:** LESSEE MAY NOT ASSIGN THIS AGREEMENT, ANY LEASE OR THE RIGHTS HEREUNDER, OR SUBLEASE OR LEND ANY SYSTEM OR ALLOW IT TO BE USED BY ANYONE OTHER THAN LESSEE'S EMPLOYEES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. No assignment or sublease shall relieve Lessee of its obligations hereunder or under any Lease and Lessee shall remain primarily liable for such obligations. Any sale, assignment, transfer, encumbrance, delegation or sublease by Lessee not consented to by Lessor shall be void ab initio. Lessor may at any time assign all or part of any interest in any Lease and in each item of the System and monies to become due to Lessor hereunder or grant security interests in the System and/or the Lessor's rights in any Lease. In such events, all the provisions of such Lease for the benefit of Lessor shall inure to the benefit of and be exercised by or on behalf of such assignee, but the assignee shall not be liable for or be required to perform any of Lessor's obligations to Lessee and Lessor shall retain such obligations. Lessee agrees that (a) it will not assert any such defenses, set-offs, counterclaims and claims against any assignee of Lessor that Lessee may have against Lessor at any time; and (b) any such assignment shall not materially change Lessee's duties or obligations under a Lease nor materially increase Lessee's risks or burdens. Subject always to the foregoing, this Lease shall inure to the benefit of, and are binding upon, the successors and assigns of the parties hereto.

**8. RETURN OF SYSTEM, STORAGE:** At the end of the Lease Term Lessee shall, at its sole expense and in accordance with the Lessor's requirements and directions (which will be consistent with the Provider's), arrange for the System to be uninstalled, boxed and crated, shipped to a location designated by Lessor and properly insured while in transit. When an item of a System is surrendered to Lessor it shall be in the condition required in this Agreement. If Lessor reasonably determines that any item of a System is not returned in the condition required hereby, Lessor may take all actions necessary to cause the System to achieve such condition and upon demand, Lessee shall promptly reimburse Lessor for all costs reasonably incurred in connection with the



X Initial

foregoing. In addition, Lessee shall deliver to the Lessor with a System all documents related thereto, including any plans, operation manuals, warranties and copies of all Acquisition Agreements. If Lessee does not have an obligation to purchase the System at the end of the Lease Term, Lessee shall provide written notice to Lessor at least 180 days and not more than 270 days before the end of the Lease Term stating Lessee's commitment to: (a) return the System at the end of the Lease Term; (b) enter into a new lease for the System; or (c) purchase the System at its fair market value. Lessee shall remove all patient information from any System prior to return to Lessor in compliance with all applicable state and federal laws. Failure to acquire or return the System as required hereunder shall result in the Lease Term extending on a quarterly basis on the terms and conditions then in effect.

**9. LOSS OR DAMAGE:** Lessee hereby assumes and shall bear the entire risk of loss, destruction or damage to the System from any and every cause whatsoever ("Casualty"), whether or not insured, until the System is returned to Lessor in accordance with the provisions of Section 8 hereof. A Casualty shall not relieve Lessee from any obligation under this Agreement or any Lease. Lessee shall notify Lessor in writing of any Casualty within 5 days thereof and shall, at the option of Lessor: (a) place the System in good repair, condition and working order; (b) replace the System with a like System in a condition acceptable to Lessor and transfer clear title to or a right to use, as appropriate, such System to Lessor, whereupon such System shall be subject to the Lease and be deemed the System for purposes hereof; or (c) on the due date for the next Payment or upon the expiration of the Lease, whichever first occurs, pay to Lessor the "Accelerated Value which shall equal: (1) the "Stipulated Loss Value" (as may be defined in a Lease, if any) plus all unpaid Payments and other sums then due; or (2) if the Lease does not provide for a Stipulated Loss Value, all unpaid Payments and other amounts then due, plus (A) the total of all future Payments for the entire Lease Term, plus (B) the greater of (i) the Lessor's original estimate of the value of the System at the end of the Lease Term or (ii) the fair market value of the System at the end of the originally scheduled Lease Term or the agreed upon purchase option price, if any. In calculating the Accelerated Value, all future Payments and end of Lease Term System values or purchase option prices shall be discounted at the Present Value Rate to the date of actual payment. The Present Value Rate shall be a per annum interest rate equal the lesser of (a) an interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury) that would have a repayment term equal to the remaining Lease Term, all as reasonably determined by Lessor, or (b) three percent (3%). All proceeds of a Casualty received by Lessor shall, where applicable, be applied toward the replacement or repair of the System or the obligations of Lessee hereunder.

**10. INSURANCE:** Lessee shall at all times insure the System against all risks of loss or damage from every cause including, without limitation, loss by fire, "mysterious disappearance", natural disasters and such other risks of loss as are customarily insured against on the Equipment leased hereunder by businesses of the type in which Lessee is engaged and in an amount not less than the replacement cost of the System without deductible and without co-insurance. Lessee shall also obtain and maintain comprehensive public liability insurance (with tails) covering liability for bodily injury, including death, and property damage resulting from the use, operation or return of the System with a combined single limit of not less than Three Million Dollars ($3,000,000) per occurrence. If Lessee is a doctor, hospital or other health care provider, Lessee shall obtain and maintain professional liability insurance. All such insurance will be in a form, in an amount and with companies reasonably satisfactory to Lessor. Lessor, its successors or assigns, shall be the sole named lender loss payee (or equivalent) with respect to the property insurance for the System and shall be named as an additional insured on the public liability insurance. Lessee shall deliver to Lessor documents evidencing: (a) the insurance required hereby and (b) an endorsement to the policy or policies required hereunder requiring the related insurer to provide Lessor with not less than 30 days' prior written notice of the effective date of any material alteration, cancellation or non-renewal of a policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact (which power shall be deemed coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If Lessee shall fail to procure, maintain, and pay for such insurance, Lessor shall, in addition to its other rights hereunder, have the right, but not the obligation, to obtain such insurance on behalf of and at the expense of Lessee and Lessor may charge Lessee an incremental fee which incremental fee may include a profit.

**11. INDEMNITY FOR CLAIMS AND TAXES:** Lessee assumes and agrees to indemnify, defend and keep harmless Lessor, its assignees, agents and employees (each, an "Indemnitee") from and against any and all losses, damages, injuries, claims, demands and expenses, including without limitation, legal expenses (other than such as may directly and proximately result from the gross negligence or willful misconduct of such Indemnitee), arising on account of the ownership, operation or return of the System or any portion thereof including, without limitation, any environmental, strict liability and infringement claims. Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against; provided, however, that the failure to deliver such prompt notice shall not release the Lessee from any of its obligations to indemnify hereunder. After the Lessee has provided a written acknowledgment of its obligation to indemnify hereunder, Lessee shall be entitled to control the defense of a claim with counsel consented to by Lessor, so long as no Event of Default (as hereinafter defined) is outstanding and such claim does not seek material relief against any Indemnitee or its property (other than the System). The obligations under this section shall survive termination of a Lease if it relates to any aspect of the System or its use during the related Lease Term. REGARDLESS OF CAUSE, LESSEE WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR SHALL LESSOR BE RESPONSIBLE FOR ANY DAMAGES OR COSTS WHICH MAY BE ASSESSED AGAINST LESSEE IN ANY ACTION FOR INFRINGEMENT OF ANY TRADEMARK, PATENT OR COPYRIGHT. Lessee shall also be responsible for, as and when due, and shall indemnify and hold Lessor harmless from and against all present and future taxes and other governmental charges, or any increases therein (including, without limitation, sales, use, leasing and stamp taxes and license and registration fees) and amounts in lieu of such taxes and charges and any penalties or interest on any of the foregoing, imposed, levied upon, in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of a System, or based upon or measured by the Payments or receipts with respect to this Agreement or any Lease hereunder. Lessee shall not, however, be obligated to pay any taxes on or measured by Lessor's net income or net worth. Lessee authorizes Lessor to add to the amount of each Payment any sales, use or other tax that may be imposed on or measured by such Payment. Lessee shall pay Lessor on demand as additional rent for each System: (i) the amount of the personal property tax required to be paid by Lessor as owner of such System, (ii) an administrative fee for processing tax returns, assessments and payments (currently an amount equal to ten percent (10%) of such tax, such amount not to be less than $8 or more than $125) and (iii) interest thereon at the highest legal rate allowed from the date due until fully paid. In the event Lessee does not pay all sums specified above, Lessor has the right, but not the obligation, to pay the same. If Lessor shall so pay any of the aforementioned, then the Lessee shall remit such amount with the next Payment. In addition, Lessor reserves the right to estimate any taxes to be paid hereunder and to invoice Lessee for said sum prior to such taxes being due to the appropriate authority.

**12. TAX TREATMENT:** Unless Lessee has a $1 purchase option or a Put Option, Lessee acknowledges, with respect to each Lease, that Lessor and the consolidated group of which Lessor is a member (all references to Lessor in this section include such consolidated group) intend: (a) to be treated for federal income tax purposes (and to the extent allowable, for state and local tax purposes) as the owner of each System on the relevant Commencement Date; (b) to claim (1) the maximum available accelerated cost recovery deductions for the cost (including installation and delivery) of the System over the number of years indicated on the related Lease by using initially the 200% declining balance method permitted under Section 168 of the Internal Revenue Code of 1986, as amended, and the related regulations ("Code") changing to the straight-line method at such time as will maximize deductions, and the half year convention and no salvage value, unless otherwise required by Code § 168(d)(3)(A); and (2) amortization deductions over the term of the Lease for Lessor's transaction expenses (collectively, "Recovery Deductions"); (c) to claim interest deductions as permitted by the Code on the aggregate interest paid to any lender which may be an assignee or secured party of or with respect to any Lease ("Interest Deductions"); (d) that it will not, under the Code, be required to include in its gross income, for federal income tax purposes, any amount with respect to any improvement, modification or addition made by Lessee to the System; and (e) that, for federal income tax purposes, all amounts included in the gross income of Lessor with respect to each item of the System will be treated as derived from or allocable to sources within the United States. The tax benefits described in this section shall be determined as to the System covered by a Lease based upon the Code (and any applicable state and local tax laws) in effect as of the date of such Lease. Lessee shall indemnify Lessor, its successors and assigns, promptly on demand, from and against any loss, disallowance, recapture, or unavailability of any Recovery Deductions or Interest Deductions claimed by Lessor with respect to any Lease including all interest, penalties, costs and reasonable attorneys' fees, or other damages arising out of or relating to any act or omission of Lessee that is inconsistent with Lessor's intention as set forth above. It is agreed that Lessor shall have sole control of any audit relating to such benefits and that Lessee may, to the extent permitted under applicable law, participate in any such audit, at its own expense, to the extent that any position it takes is not contrary or adverse to that of Lessor. LESSOR MAKES NO WARRANTY AS TO THE TREATMENT OF THIS AGREEMENT OR ANY LEASE HEREUNDER FOR TAX OR ACCOUNTING PURPOSES.

**13. EVENTS OF DEFAULT:** The term "Event of Default" shall mean any one or more of the following: (a) Lessee shall fail to pay any Payment or other sum when due and such failure is not cured within ten (10) days of such due date; (b) Lessee shall fail to perform or observe any of the covenants set forth in Section 10; (c) Lessee shall fail to perform or observe any other covenant, condition or agreement (not otherwise addressed in this Section 13) to be performed or observed by it hereunder or in any Lease and such failure is not cured within thirty (30) days after the date of notice thereof by Lessor to Lessee; (d) Lessee or any guarantor of Lessee's obligations or liabilities hereunder or under any Lease ("Guarantor") shall enter into any transaction of merger or consolidation in which it is not the surviving entity or sell, transfer or otherwise dispose of all or substantially all of its assets; (e) (1) Lessee or any Guarantor shall commence any action: (A) for relief under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors; or (B) seeking appointment of a receiver, custodian or other similar official for it or for its assets or making a general assignment for the benefit of its creditors; or (2) there shall be commenced against Lessee or Guarantor any action of a nature referred to in subsection 13(e)(1)(A) that results in the entry of an order for relief or any such other relief and remains undismissed or undischarged for a period of 30 days after the occurrence of such event; (f) Lessee or any Guarantor shall die or (if an entity) liquidate or dissolve itself or be liquidated, dissolved or terminated by statute or otherwise; (g) Any representation or warranty made by Lessee or any Guarantor or otherwise furnished Lessor in connection with this Agreement or any Lease hereunder shall prove at any time to have been untrue or misleading in any material respect; (h) Lessee or any Guarantor defaults on any indebtedness for borrowed money, lease, or installment sale obligation, in each case when any applicable grace period for such obligation has expired and regardless of whether such indebtedness has been accelerated or the applicable lender, lessor or creditor has commenced to exercise any remedy, but only if the indebtedness or other obligations, individually or in aggregate, is in an amount equal to or in excess of $50,000; (i) Lessee shall be in default, after any grace or cure period, under any Acquisition Agreement or any loan, lease, guaranty, agreement or contract, of which Lessor or any of its affiliates, is a party or beneficiary; or (j) the pledge, transfer, sale or other exchange of a controlling interest in the ownership of Lessee or any Guarantor.

**14. REMEDIES:** Upon the occurrence of any Event of Default, Lessor may exercise any one or more of the following remedies: (a) Declare the Accelerated Value immediately due and payable and similarly accelerate the balances due under any other Lease and agreements between Lessee and Lessor without notice or demand; (b) Charge Lessee interest on all monies due Lessor at the rate of eighteen percent (18%) per annum from the date of default until indefeasibly paid in full, but in no event more than the maximum rate permitted by law; (c) Require Lessee to assemble all or any part of the System at Lessee's expense, at a place reasonably designated by Lessor; (d) Remove and take possession of any or all items of System, without demand or notice, wherever same may be located, with or without any court order or pre-taking hearing or other process of law; and (e) exercise any other remedy available to Lessor at law or in equity.

Lessor may, at its option, use, ship, store or repair any or all items of the System so removed and shall sell, lease or otherwise dispose of any such System at a private or public sale. In the event Lessor disposes of the System, Lessor shall give Lessee credit for any sums received by Lessor from the sale or lease of the System after deduction of the expenses of sale or lease with such sums discounted at the implicit rate of interest, if appropriate. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. In addition, Lessee shall be responsible for all costs and expenses incurred by Lessor in the exercise of its remedies hereunder, including without limitation, reasonable attorneys' fees, removal costs and agrees to hold Lessor harmless from and against all claims except those resulting from the gross negligence or willful misconduct of Lessor. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement or any Lease hereunder. A waiver of default shall not be a waiver of any other or subsequent default. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

**15. UCC FILINGS AND FINANCIAL STATEMENTS:** Lessee authorizes Lessor to file a financing statement or equivalent document (and any and all amendments thereto) without the signature of either the Lessee or the Lessor, and the Lessee hereby ratifies and affirms all such financing statements filed pursuant to this section. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to do all acts or things which Lessor may deem necessary to protect Lessor's title and interest hereunder. Except for any Lease where the Lessee has a Put Option or a $1



X Initials

purchase option, it is the intent of the parties that each Lease is a true lease under the UCC, and the filing of a financing statement under the UCC or other applicable law shall not be construed as evidence that any security interest was intended to be created, but only to give public notice of Lessor's ownership of the System. For any Lease where Lessee has a $1.00 purchase option or a Put Option or if this Agreement or any Lease hereunder is otherwise deemed at any time to be one intended as security, then Lessee grants Lessor a security interest in the System (and all accessions thereto and substitutions therefore) and the proceeds from the sale, lease or other disposition of the System; this security interest secures all indebtedness owing under the Lease and all other leasing schedules, whether now existing or hereafter arising, held by the same Lessor at any given point in time.

**16. LESSEE REPRESENTATIONS, WARRANTIES AND COVENANTS:** Lessee hereby represents, warrants and covenants to Lessor the following with respect to this Agreement and each Lease as of the Commencement Date thereof that: (a) Lessee is organized and validly existing under the laws of the jurisdiction of its organization, with adequate power and capacity to enter into the Lease and any other documents, instrument or agreement related to a Lease or a System including, without limitation, any Acquisition Agreement (collectively, "Documents") and is duly qualified to do business wherever necessary to carry on its present business, including all states where the System is to be located; (b) all Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained; (d) the entry into and performance by Lessee of its obligations under the Documents will not: (1) violate any judgment, order, law, rule or regulation applicable to Lessee; or (2) result in any breach of, constitute a default under any agreement or contract to which Lessee is a party or result in the creation of any Lien (other than in favor of Lessor); (e) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations and liabilities under the Documents; (f) under the laws of the state(s) in which the System is to be located, the System consists solely of personal property and not a fixture; (g) the Lessee is organized under the laws of the State set forth in the preamble to this Lease and its organization number is as set forth on the signature page to this Agreement; the address stated below the signature of Lessee is the chief place of business and chief executive office of Lessee and has been so for the last five years, and Lessee does not conduct business under a trade, assumed or fictitious name; (h) to provide Lessor with Lessee's financial statements or filed tax returns if its financial statements are unaudited, as soon as available, but not more than 120 days from its fiscal year end; (i) all financial statements furnished will be prepared in accordance with generally accepted accounting principles, consistently applied ("GAAP"); (j) no information contained in the Lease or any other documents or written materials furnished by or on behalf of the Lessee to the Lessor pursuant to the terms hereof or any Lease contains any untrue or inaccurate statement of a material fact or omits to state a material fact necessary to make the statement contained herein or therein not misleading in light of the circumstance under which made; and (k) the Lessee and its subsidiaries have filed all Federal, state and other material tax returns and reports required to be filed, and have paid all Federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with GAAP and there is no proposed tax assessment against the Lessee or any subsidiary that would, if made, have a material adverse effect on the Lessee or its ability to perform its obligations under this Agreement or a Lease.; and (l) it is Lessee's responsibility to determine under applicable laws, rules and regulations whether or not it is subject to reporting to any state or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others ("Reporting Obligations").

**17. MISCELLANEOUS:** Any time that Lessor's consent is required under this Agreement such consent shall not be unreasonably withheld. All obligations of the Lessee, if more than one, shall be joint and several. All paragraph headings are inserted for reference purposes only and shall not affect the interpretation or meaning of this Agreement or any Lease hereunder. Lessee will promptly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor from time to time may reasonably request in order to carry out the intent and purpose of this Agreement or any Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder or thereunder. Lessee shall provide not less than 30 days advance written notice to Lessor of any change in its name, address of its chief executive office or its state of organization. Lessee acknowledges and agrees that Lessee, in executing this Agreement and each Lease hereunder, it has relied solely upon the terms, provisions and conditions contained herein and therein, and any other statements, warranties, or representations, if any, by the Provider, or any salesperson, employee, representative or agent of the Provider, have not been relied upon. Lessee irrevocably authorizes Lessor to fill in descriptive information in this Agreement (including Equipment serial numbers) that is left blank and to correct obvious errors in this Agreement or any Lease or any exhibit or attachment thereto. In the event Lessee has Reporting Obligations and provides Lessor with a written notice requesting information regarding payments under any Lease, Lessor will provide Lessee with a detailed outline of the components of its payment(s) hereunder which may include equipment, service, Lessee's finance terms and other related components related to such Lease(s) provided that in the event that Lessor does not timely provide Lessee with said components, Lessee shall send a subsequent written notice to Lessor marked to the attention of "General Counsel, PMC".

**18. NOTICES; CHANGES:** Notices, requests or other communications required under the Lease to be sent to either party shall be in writing and shall be by: (a) United States first class mail, postage prepaid, and addressed to the other party at the address specified above (or to such other address as such party shall have designated by proper notice), (b) personal delivery, or (c) overnight delivery by a nationally recognized courier. Any such notice shall be effective when received.

**19. STATUTORY FINANCE LEASES; PROVIDER WAIVERS:** Lessor and Lessee agree that each Lease is a "Finance Lease" as that term is defined in Article 2A of the UCC. Lessee acknowledges that it selected the System and the Provider thereof, and Lessor has not selected, manufactured or supplied the System. LESSOR HEREBY NOTIFIES LESSEE THAT LESSEE MAY HAVE RIGHTS PURSUANT TO THE CONTRACT WITH THE PROVIDER AND THE LESSEE MAY CONTACT THE PROVIDER FOR A DESCRIPTION OF ANY RIGHTS OR WARRANTIES THAT LESSEE MAY HAVE UNDER SUCH CONTRACT. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED LESSEE BY SECTIONS 508 THROUGH 522 OF ARTICLE 2A OF THE UCC.

**20. CHOICE OF LAW; WAIVER OF JURY TRIAL:** This Agreement and each Lease hereunder shall be binding and effective when accepted by Lessor at its corporate office in Wayne, Pennsylvania, shall be deemed to have been made in Wayne, Pennsylvania and, except for local filing requirements and laws relating to the conflict of laws, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and, as applicable, the Electronic Signatures in Global and National Commerce Act. Lessee hereby consents to and agrees to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania with respect to any provision or dispute arising under this Agreement or any Lease. Lessee agrees that service of process in any action or proceeding may be duly affected upon Lessee by mailing such process via certified mail, return receipt requested or as otherwise provided under applicable law. LESSOR AND LESSEE EACH AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT, ANY LEASE OR ANY SYSTEM.

**21. ENTIRE AGREEMENT, NON-WAIVER AND SEVERABILITY:** This Agreement and each Lease contain the entire agreement and understanding between Lessee and Lessor relating to the subject matter thereof. No term or provision of this Agreement or any Lease may be modified unless set forth in writing and signed by both parties. LESSEE ACKNOWLEDGES THAT NO PROVIDER NOR ANY SALESPERSON, EMPLOYEE, REPRESENTATIVE OR AGENT OF A PROVIDER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THE ABOVE IS AUTHORIZED TO WAIVE OR ALTER ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT OR ANY LEASE, OR MAKE ANY REPRESENTATION WITH RESPECT TO THIS AGREEMENT, ANY LEASE OR THE SYSTEM ON BEHALF OF LESSOR. Time is of the essence in this Agreement and each Lease hereunder. No waiver by Lessor of any breach or default shall constitute a waiver of any additional or subsequent breach or default by Lessor nor shall it be a waiver of any of Lessor's rights. Any provision of this Agreement or any Lease hereunder which for any reason may be held unenforceable in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement or any Lease hereunder, and any such unenforceability in any one jurisdiction shall not render such provision unenforceable in any other jurisdiction. This Agreement and all of the Leases may be executed in any number of counterparts and by different parties hereto or thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument; provided, however, that to the extent that any Lease would constitute chattel paper, as such term is defined in the UCC as in effect in any applicable jurisdiction, no security interest herein or therein may be created through the transfer or possession of this Agreement in and of itself without the transfer or possession of the original of such Leases and incorporating this Agreement by reference; and no security interest in a Lease may be created by the transfer or possession of any counterpart of such a Lease other than the original thereof, which shall be identified as the document marked "Original" and all other counterparts shall be marked "Duplicate".

At Lessor's option, Lessor may accept a facsimile copy of this Agreement and related schedules, guarantee, and other documents. However, it is agreed that only a facsimile copy with Lessor's ink signature shall be deemed as original for the purposes of determining who is the holder of the chattel paper.

IN WITNESS WHEREOF, the parties hereto have caused this Master Lease Agreement to be duly executed by their authorized representatives as of the date first above written. Lessee agrees that an electronic version of this Agreement and/or any delivery and acceptance certificate with electronic signatures may be treated as an original and will be admissible as evidence thereof.

LESSEE SIGNATURE

Legal Name of Corporation or Partnership: County of Rowan

Lessee Signature: X [signature] Date: X 8-6-15

Print Name: X AARON CHURR

Title: X County Manager

Address: 2727 Old Concord Rd, Ste E

City: Salisbury State: NC Zip: 28146

Organization ID#: Carolyn Barger

Witness Signature: X Carolyn Barger

Print Name: X Clerk to the Board

Title: X

LESSOR

Lessor Signature: X [signature] Date: 8/3/15

Print Name: Eugene A. Fisher, Jr.

Title: Vice President

For: PHILIPS MEDICAL CAPITAL, LLC

Witness Signature: X Regina Arnold

Print Name: REGINA Arnold

Title: SSR

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**Philips Medical Capital**

# Fiscal Funding Addendum — MLA

PHONE: (866) 514-4PMC • FAX: (866) 516-4PMC

This Fiscal Funding Addendum ("Addendum"), dated June 26, 2015, is by and between County of Rowan ("Lessee") and PHILIPS MEDICAL CAPITAL, LLC ("Lessor"). Lessor and Lessee are parties to that certain Master Lease Agreement dated of even date herewith (the "Agreement"). Lessor and Lessee desire to supplement the terms of the Agreement. Any capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions hereof and the Agreement, it is hereby agreed as follows:

1. A new section 22 is added to the Agreement and shall read as follows:
"22. **Lessee's Representations, Warranties and Covenants.** Lessee represents, warrants and covenants that: (i) Lessee is a municipal corporation, state, or fully constituted political subdivision or agency thereof; (ii) Lessee has complied with all applicable public bidding requirements and other procedures required to enter into the Agreement and Lease and perform all of its obligations hereunder; (iii) Lessee has sufficient funds to pay all amounts due hereunder for current fiscal year and that it has requested sufficient funds to pay all amounts due hereunder for the next fiscal period; (iv) Lessee will request sufficient funds to pay all amounts due hereunder in all future fiscal years during the term of the Lease; (v) Lessee will not do, cause to be done or fail to do any act which will cause the Agreement to be treated as an arbitrage bond under Section 148(a) of the Code or a private activity bond under Section 141(a) of the Code; (vi) This Agreement and Lease constitute the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (vii) Lessee will use the System for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of Lessee's authority; and (viii) the use of the System is essential to the function of the Lessee or to the service Lessee provides to its citizens, and the Lessee has an immediate need for, and expects to make immediate use of, substantially all the System, which need is not temporary or expected to diminish in the foreseeable future.

2. A new section 23 is added to the Agreement and shall read as follows:
"23. **Budget Event.** Notwithstanding any other provisions of this Agreement, in the event (a "Budget Event") that (a) Lessee does not receive appropriations or other expenditure authority from the budget of its state/commonwealth or otherwise have funds available to make Payments as required by any Lease, (b) there is no other legal procedure by which Payments may be made; and (c) the lack of appropriations do not arise from any failure to seek sufficient funds for the Payments for the relevant fiscal period, then the effected Lease shall terminate and Lessee shall not be obligated to make Payments due under such Lease effective the end of relevant fiscal year so long as Lessee provides Lessor notice of a Budget Event as soon as practicable after becoming aware of such event, but never less than ninety (90) days prior to the end of the last fiscal period in which Lessee has sufficient appropriations for such Lease. If Lessee fails to deliver possession of a System to Lessor upon termination of a Lease by reason of a Budget Event, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to all Payments thereafter coming due under the Lease and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required."

3. A new section 24 is added to the Agreement and shall read as follows:
"24. **Payments.** Each of Lessor and Lessee intend that the obligation of Lessee to make Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of general tax revenues, funds or monies of Lessee. In addition, Lessee reasonably believes that funds can be obtained in amounts sufficient to make Payments during the relevant Lease term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted to its governing body for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved.

4. This Addendum supplements the Agreement. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Fiscal Funding Addendum to be executed on the date first set forth above.

| LESSEE SIGNATURE | |
|---|---|
| Lessee | County of Rowan |
| Signature X | |
| Print Name X | Aaron Church |
| Title X | County Manager |
| Witness Signature X | Carolyn Barger |
| Print Name | Carolyn Barger |
| Title | Clerk to the Board |

| LESSOR SIGNATURE | |
|---|---|
| Lessor | PHILIPS MEDICAL CAPITAL, LLC |
| Signature X | |
| Print Name | Eugene A. Fisher, Jr. |
| Title | Vice President |
| Witness Signature X | Regina Arnold |
| Print Name | Regina A Arnold |
| Title | SSR |

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# Philips Medical Capital — Master Lease Schedule — FMV Purchase Option (non-Ultrasound)

LESSEE: County of Rowan — Lease Number: 101-10081002

This Master Lease Schedule No. 01 ("Lease Schedule"), dated as of June 26, 2015, constitutes an independent lease incorporating the terms and conditions of the Master Lease Agreement ("Agreement"), dated June 26, 2015 by and between PHILIPS MEDICAL CAPITAL, LLC ("Lessor") and Lessee. All capitalized terms in this Lease Schedule shall have the meanings ascribed to them in the Agreement. To the extent that the terms of this Lease Schedule conflict with the terms of the Agreement, the terms of this Lease Schedule shall control.

Lessee hereby acknowledges and certifies that (i) the System and each item thereof described below or in any exhibit attached hereto was selected by the Lessee, (ii) the Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each item of the System, (iii) as between the Lessor and the Lessee, each such item is of a size, design, capacity and manufacture acceptable to and suitable for Lessee's need; and (iv) as of the Commencement Date, each item of the System has been delivered and inspected by Lessee, is in good working order, repair and condition and that Lessee unconditionally and irrevocably accepts the System and each item thereof for lease hereunder.

1. **SYSTEM DESCRIPTION** (quantity, make, model, description, etc.)

Twelve (12) HeartStart Mrx Monitors w/3 years extended warranty

2. **PROVIDER NAME AND ADDRESS:** (If blank, the Provider is Philips Healthcare)

| Name | Street Address | City | State | Zip |
|---|---|---|---|---|
| Southeastern Emergency Equipment | P O Box 1097 | Youngsville | NC | 27596-1097 |

3. **SYSTEM LOCATION:** (only if different from address in Agreement)

| Street Address | City | State | Zip |
|---|---|---|---|
| 2727 Old Concord Rd, Ste E | Salisbury | NC | 28146 |

4. **LEASE TERM:** 60 months starting the first day of the first full month after the "Commencement Date" (as defined below). Nevertheless, the Lease Term shall automatically renew for an additional 12 months upon payment terms then in effect unless Lessee notifies Lessor not less than one hundred and eighty (180) days and not more than two hundred and seventy (270) days prior to the last day of the Lease Term ("Term Expiration Date") that it is going to return the System and returns the System on Term Expiration Date. Thereafter, the Lease Term shall extend for additional three (3) month periods until Lessee has returned or purchased the System as provided for hereunder. For the purposes of this Lease Schedule, the Commencement Date shall mean the earliest to occur of: (i) the date on which the System is Available for First Use (as hereinafter defined); (ii) the date on which the Lessor shall have received telephonic confirmation from the Lessee that the System has been accepted; or (iii) execution by Lessee of a Delivery and Acceptance Certificate. As used herein, "Available for First Use" shall mean that the System is available for first patient or clinical use. It is agreed that if the appropriate Provider represents to Lessor that a System has been installed and is available for first patient or clinical use, such representation shall, as between Lessor and Lessee, constitute a definitive determination that such System is "Available for First Use."

5. **PAYMENTS:**

**(a) Payment:** Lessee shall make payments based on the following schedule beginning on the first day of the first month of the Lease Term.

| Number of Payments | Payment | (PLUS) | Applicable Sales Tax | (EQUALS) | Total Payment |
|---|---|---|---|---|---|
| 60 | $5,515.47 | + | 386.08 | = | $5,901.55 |
| | | + | | = | |

**(b) Changes in Payment:** The Payment amount is based on an interest rate equivalent to that of Interest Rate Swaps as quoted by Federal Reserve that would have a repayment term equivalent to the Lease Term (or Lessor may use an interpolated rate if a like-term is not available), as reasonably determined by Lessor ("Swap Rate") and on Lessor's estimated value of the System at the Term Expiration Date (the "Projected Value"). The Payment shall be adjusted upward by Lessor to reflect any change: (i) in the Swap Rate set forth in the most recent proposal delivered by Lessor to Lessee and accepted by Lessee, and the Swap Rate in effect on the Commencement Date; and (ii) in the Projected Value due to market conditions if the Commencement Date does not occur within ninety (90) days of the date first set forth above.

**(c) Advance Payment:** $0.00 ☐ plus / ☐ including all applicable sales taxes. The Advance Payment is due on or before the Commencement Date. In the event that Lessor does not receive the Advance Payment on or before the Commencement Date, then, at Lessor's option, the Lease Term shall begin on the first day of the second full month after the Commencement Date and Section 5(a) shall be amended to state as follows:

| Number of Payments | Payment | (PLUS) | Applicable Sales Tax | (EQUALS) | Total Payment |
|---|---|---|---|---|---|
| | | + | | = | |
| | | + | | = | |

6. **SECURITY DEPOSIT AND FEE:** Lessee will provide Lessor with a security deposit of $0.00 as security for its obligations hereunder and pay Lessor a processing fee of 150.00 plus all applicable taxes for Lessor's documentation, UCC-1 financing statement filing and other administrative costs. Any security deposit is non-interest bearing and may be commingled by Lessor. Lessor may apply any security deposit upon an Event of Default and Lessee shall promptly restore any amount so applied. If Lessee is not in default on the Term Expiration Date, then Lessor shall return any security deposit not applied to Lessee without interest.

7. **INTERIM RENT:** If the Commencement Date is on a day other than the first day of the month, Lessee shall pay interim rent ("Interim Rent") equal to one-thirtieth (1/30) of the Payment for each day from and including the Commencement Date through and including the last day of the month prior to the beginning of the Lease Term. Interim Rent is due and payable concurrently with the first regularly scheduled Payment of the Lease Term. If the Payments are not level, then the calculation will be based on the weighted average of the Payments in excess of $0.

8. **FAIR MARKET VALUE PURCHASE OPTION:** So long as no Event of Default exists, Lessee may, not less than one hundred and eighty (180) days and not more than two hundred and seventy (270) days prior to the Term Expiration Date, elect to purchase all, but not less than all, of the System for a purchase price equal to the fair market value of the System as of the Term Expiration Date. For the purposes of this Lease Schedule, fair market value of the System will equal the price a willing buyer would pay and a willing seller would accept (neither buyer or seller being under compulsion to act) for the System as installed, in continued use, giving due consideration to its replacement cost, as determined by Lessor in its sole discretion. Upon receipt by Lessor of the purchase price and all other sums due hereunder on or about the Term Expiration Date, Lessor shall convey title to the System to Lessee free and clear of all liens and encumbrances arising through Lessor but otherwise "As Is" and "Where Is" and without warranty of any kind, including the warranty of fitness for a particular purpose and of merchantability. Lessee shall pay all taxes attributable to any sale other than net income taxes imposed on any gain recognized by Lessor as a direct result of such sale.

In Witness Whereof, the parties hereto have executed this Master Lease Schedule No. 01 as of the date first set forth above.

| LESSEE SIGNATURE | |
|---|---|
| Lessee | County of Rowan |
| Signature X | |
| Print Name X | AARON CHERRY |
| Title X | County Mgr |
| WITNESS X | Carolyn Barger |
| Print Name X | Carolyn Barger, Clerk to the Board |
| Title X | |

| LESSOR SIGNATURE | |
|---|---|
| Lessor | PHILIPS MEDICAL CAPITAL, LLC |
| Signature X | |
| Print Name | Eugene A. Fisher, Jr. |
| Title | Vice President |
| WITNESS | Regina Arnold |
| Print Name | REGINA Arnold |
| Title | SSR |

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

Pattie E Neidhart
FINANCE DIRECTOR

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05PHIL535v5

**OPINION OF COUNSEL**
[To be Typed on Letterhead of Counsel]

To: Philips Medical Capital, LLC
1111 Old Eagle School Rd.
Wayne, PA 19087

Re: Master Lease Agreement and related schedules (collectively, "Agreement"), dated June 26, 2015, by and between County of Rowan ("Lessee") and Philips Medical Capital, LLC ("Lessor")

Ladies and Gentlemen:

As counsel for Lessee, we have examined the Agreement, the Schedule and other related documents by and between Lessor and Lessee (collectively, the "Documents") and such other documents and corporate records as we have deemed relevant, including without limitation, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), we are of the my opinion that:

1. Lessee is a State or a political subdivision thereof, as those terms are used in Section 103 of the Code, and is authorized by the Constitution and laws of such State to enter into the transaction(s) contemplated by the Agreement and to carry out its obligations thereunder. Lessee's legal name is County of Rowan

2. Lessee's obligation(s) under the Agreement is a State or local bond within the meaning of Section 103 of the Code.

3. The Agreement and other related documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements enforceable against Lessee in accordance with their terms.

4. No further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Agreement and the transaction(s) contemplated hereby.

5. The entering into and performance of the Agreement and other related documents will not violate any judgement, order, law or regulation applicable to Lessee or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or the System (as defined in the Agreement), other than those created by the Agreement.

6. There are no actions, suits or proceedings pending or threatened against or affecting Lessee in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligation(s) under the Agreement.

7. The Equipment is tangible personal property and, when subject to use by Lessee, will not be or become a fixture or real property under the laws of the State where the System is being used by Lessee.

8. All required public bidding procedures regarding an award to Lessor of the transaction(s) contemplated under the Agreement have been properly and completely followed by Lessee.

9. Lessee shall be the only entity to own, operate and use the Equipment during the Term (as defined in the Agreement).

10. The Agreement does not constitute, and is not expected to become, an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code.

11. This opinion may be relied upon by purchasers and assignees of Lessor's interest in the Agreement or any portion thereof.

This opinion is subject to the following:

a. Our opinion as to the enforceability of the Documents is limited by (i) applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting the enforcement of creditors' rights generally; (ii) by the application of general equitable principles (whether enforced at law or in equity); and (iii) applicable rules of law limiting the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct.

b. The opinions expressed herein are based upon existing law and are given as of the date hereof. We assume no obligation to update or supplement such opinions to reflect any facts or circumstances that come to our attention after the date hereof or any changes in law that may occur after the date hereof.

c. The opinions expressed herein are based upon and limited to matters governed by the laws of the State/Commonwealth of North Carolina as in effect on the date hereof. In this regard, we note that the Agreement contains provisions to the effect that the laws of jurisdictions other than North Carolina are intended to be governing. For the purposes of our opinions herein, we have assumed, without any independent investigation, that the laws of all jurisdictions that may govern the Agreement are identical in all relevant respects to the laws of the State/Commonwealth of North Carolina..

d. The opinions furnished herein relate only to issues specified in this letter. No opinions are issued by implication.

e. This opinion is strictly for your use and the use of any assignee of you, but may not be relied upon by any third party without our express written consent.

Ketner & Dees, PA
Counsel

By: _____
(Authorized Signature)

John W. Dees, II
Print Name & Title

July 8, 2015
Date

# Philips Medical Capital

## Insurance Information

1111 Old Eagle School Road, Wayne, PA 19087
PHONE: (866) 514-4PMC • FAX: (866) 640-4PMC

**Please fill in the information below and return this form with your documents.**

| | | | | |
|---|---|---|---|---|
| Lessee Name<br>County of Rowan | | | | |
| Equipment Location<br>2727 Old Concord Rd, Ste E | | City<br>Salisbury | State<br>NC | Zip<br>28146 |
| Qty<br>12 | Make<br>Philips | Model<br>HeartStart Mrx | Description<br>Defibrilators | |
| Insurable Value<br>$321,720.60 | | | | |
| Name of Insurance Broker<br>X NCACC | | | | |
| Contact Name<br>X Willie Allen | | | | |
| Telephone Number<br>X 919-719-1133 | | Fax Number<br>919-719-1170 | | |
| Name of Insurance Carrier<br>X NCACC Liability and Property Pool | | | | |
| Policy (or Binder) #<br>X LP-OR-067-15 | | | | |
| Effective Date<br>X 07/01/2015 | | Expiration Date<br>07/01/2016 | | |
| Amount of Coverage | Property Insurance - not less than the replacement value of the equipment<br>Comprehensive Public Liability - $1,000,000 per occurrence | | | |

**You must maintain the insurance coverage set forth above during the entire term of the lease. This insurance must be in place when the equipment is delivered and may not be reduced or terminated except with 30 days advance written notice to Philips Medical Capital, LLC. "Philips Medical Capital, LLC its successors and/or assigns" must be named as lender loss payee on property insurance for the equipment and Additional-Insured on general and professional liability insurance.**

IN WITNESS WHEREOF, the undersigned has entered into this Authorization effective as of _____.

**LESSEE SIGNATURE**

Lessee: County of Rowan

Signature X: [signature]

Print Name X: Aaron C Hurt

Title X: County Manager

05PHIL549v1

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NORTH CAROLINA
ASSOCIATION OF COUNTY COMMISSIONERS

# LIABILITY AND PROPERTY COVERAGE CERTIFICATE

**COVERAGE PROVIDER:**
NCACC Liability and Property Pool
215 North Dawson Street
Raleigh, NC 27603

**MEMBER:**
Rowan County
130 W Innes Street
Salisbury NC 28144

This certificate is provided by the NCACC Liability and Property Pool and is issued as a matter of information only. This certificate confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend, or alter the coverage afforded by the coverage documents listed herein.

## COVERAGES

| | Type of Coverage | Coverage Contract # | Effective Date | Expiration Date | Limits |
|---|---|---|---|---|---|
| **Liability** | | | | | |
| X | General Liability – Each Occurrence, No Aggregate applies | LP-OR-067-15 | July 1, 2015 | July 1, 2016 | $2,000,000 occurrence |
| X | Public Officials Liability, Each Wrongful Act | LP-OR-067-15 | July 1, 2015 | July 1, 2016 | |
| X | Law Enforcement Liability, Each Occurrence | LP-OR-067-15 | July 1, 2015 | July 1, 2016 | |
| **Cyber Liability** | | LP-OR-067-15 | July 1, 2015 | July 1, 2016 | $1,000,000 aggregage Claims Made |
| **Excess Liability** | | | | | |
| **Automobile Liability** | | | | | |
| | All Owned Autos, Each Accident | | | | $2,000,000 occurrence |
| | Hired Autos, Each Accident | | | | |
| | Excess Auto Liability for Non-Owned Autos | | | | |
| **Automobile Physical Damage** | | | | | |
| | Scheduled Vehicles | | | | Actual Cash Value at the time of the Loss, unless otherwise specified in the Coverage Document; Deductible Applies |
| | Hired Autos (if coverage is not purchased elsewhere) | | | | |
| **Property – Risks of Direct Physical Loss, Blanket Limit** | | LP-OR-067-15 | July 1, 2015 | July 1, 2016 | Limit: $110,958,033 / Deductible: $25,000 |

**Additional Information:** Evidence of Coverage. Certificate Holder is Additional Insured with respect to Contract # 101-1008102

**CERTIFICATE HOLDER:**
Philips Medical Capital, LLC
1111 Old Eagle School Rd.
Wayne, PA 19087

Cancellation: Should any of the described coverage documents herein be cancelled before the expiration date shown, the NCACC Pools will endeavor to mail written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the NCACC Pools, its agents or representatives, or the issuer of this certificate.

By: Willie J. Allen Jr., Underwriter for the NCACC — 8/6/2015

**Certificate Mailed/E-Mailed or Faxed to:**

**Philips Medical Capital, LLC**
**1111 Old Eagle School Rd.**
**Wayne, PA 19087**

PHILIPS

## Philips Medical Capital

January 23, 2017

Rowan County Emergency Services
2727 Old Concord Rd Suite D
Salisbury, NC 28146

We appreciate the opportunity to submit this Philips Medical Capital equipment-financing proposal. This proposal is for a lease to finance Heartstart Monitor. If you have any questions or require further information, please feel free to contact Mike Stelacio (610) 386 3430.

The following is a proposal for financing for the customer named herein ("Customer") regarding the equipment described herein ("Equipment") by Philips Medical Capital, LLC ("PMC") for discussion purposes only. This Letter is an indication of interest regarding a possible financing transaction on the general terms and conditions outlined herein and should not be construed as a commitment.

**DATE:** January 23, 2017

**LESSOR:** Philips Medical Capital, LLC

**CUSTOMER:** Rowan County EMS

**STRUCTURE AND PAYMENTS:** PLEASE CHOOSE OPTION:

| **Fair Market Value**<br>1 Heartstart Mrxals Monitors – Quote # 72913<br>**Equipment Cost : $ 27,585.03** |
|---|
| **42 Month**<br>**( to be added too and end at same time as Lease 101-10081002)** |
| $624.50 a month + tax |

- Taxes not included in monthly payment
- Assumes all trade-in's are free and clear of any liens or encumbrances
- Assumes April 2017 installation and commencement of new MRX

**LEASE DEPOSIT:** No lease deposit required.

**COMMENCEMENT** The lease start date will begin upon acceptance or availability of first clinical use, whichever occurs first. If the lease commencement date does not fall on the first of the month, interim rent will be assessed for the period between the lease commencement date and the start of the billing cycle.

| | |
|---|---|
| **END-OF-TERM OPTIONS:** | **FAIR MARKET VALUE** Lessee shall have the option to a) purchase all, but not less than all of the Equipment at its then fair market value, or b) Renew the lease at its then fair rental value, or c) Return the Equipment to the PMC. |
| **RENTAL ADJUSTMENT:** | The monthly payment quoted is tied to like-term Interest Rate Swap as quoted by the Federal Reserve (or PMC may use an interpolated rate if a like-term is not available) and will adjust only if those swap rates increased by more than 5 basis point on the date of commencement of the lease. These payments were calculated with the Interest Rate Swaps on January 23, 2017. |
| **NET LEASE:** | Lessee will, at its own expense, provide insurance and will pay all fees, property, sales and use taxes and other expenses of a similar nature. |
| **INFORMATION REQUIRED:** | • Last two years of Audited Financial Statements.<br>• Signed lease proposal and equipment quotation. |
| **QUOTE EXPIRATION:** | This Letter is valid until March 1, 2017 and thereafter shall automatically be deemed to be null and void. |

This proposal is: (a) subject to review and approval by PMC's credit committees; (b) delivered to Lessee on the condition that its terms be kept confidential and not shown to, or discussed with, any third party (other than on a confidential and need-to-know basis with Lessee's directors, officers, counsel and other advisors, or as required by law) without Philips Medical Capital's express prior written approval; and (c) governed and construed in accordance with the internal laws of the Commonwealth of Pennsylvania. Lessee and PMC agree to: (a) the exclusive jurisdiction of the state and federal courts located in Philadelphia County, Pennsylvania with respect to any dispute arising out of or relating to this proposal and (b) waive any right to trial by jury that either of them may have arising out of or relating to this proposal.

Either PMC or Customer may terminate discussions at any time in its sole discretion. If made, an approval by PMC would be in a separate writing and would be subject to legal and business due diligence and credit review, with results satisfactory to PMC, in its sole discretion. Customer acknowledges that the terms of the financing (if approved) may change before final documentation is executed by the parties. No financing terms will be binding on either party until definitive documentation is signed by Customer and PMC. This Letter is not a statement of all terms and conditions of the financing, which terms and conditions would be contained fully in final documentation and would supersede the terms of this Letter. This Letter is intended for the use of the Customer only, and no other party may rely upon or derive any legal rights from this Letter. Customer agrees to keep this Letter and its terms confidential and not to disclose same to any third parties (other than its professional advisors and employees on a need-to-know basis) without PMC's prior written consent.

By signing below, Lessee hereby authorizes the release of any credit or financial information to PMC and its agents and assigns.

The terms and conditions of this Proposal are hereby agreed to and accepted this _____ day of _____, 2017.

**Rowan County EMS**

By: _____

Title: _____

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** David Hartigan, Grant Administrator, Hartigan Management
**DATE:** January 30, 2017
**SUBJECT:** Closeout Public Hearing for Gildan CDBG 13-E-2612

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**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Gildan Yarns Infrastructure Project - Certificate of Completion | 1/30/2017 | Cover Memo |
| Closeout Performance Report | 1/30/2017 | Cover Memo |
| Affidavit of Publication for Public Hearing | 1/30/2017 | Cover Memo |

# CERTIFICATE OF COMPLETION

**1. Grantee:** Rowan County **2. Grant Number:** 13-E-2612

**3. Project Name:** Gildan Yarns Infrastructure Project **4. Project Number:** E-1

**5. Final Statement of Costs**

| Program Activity Categories (a) | To Be Completed by Recipient: Paid Costs (b) | Unpaid Costs (c) | Total Costs (Col. b + c) (d) | To Be Completed by DOC: Approved Total Costs (e) |
|---|---|---|---|---|
| a. Acquisition | | | | |
| b. Disposition | | | | |
| c. Public facilities and improvements | $ 871,329.25 | | | |
| (1) Senior and handicapped centers | | | | |
| (2) Parks, playgrounds and recreation facilities | | | | |
| (3) Neighborhood facilities | | | | |
| (4) Solid waste disposal facilities | | | | |
| (5) Fire protection facilities and equipment | | | | |
| (6) Parking facilities | | | | |
| (7) Public utilities, other than water and sewer | | | | |
| (8) Water and sewer improvements | | | | |
| (9) Street improvements | $ 871,329.25 | | $ 871,329.25 | |
| (10) Flood and drainage improvements | | | | |
| (11) Pedestrian improvements | | | | |
| (12) Other public facilities | | | | |
| (13) Sewer improvements | | | | |
| (14) Water improvements | | | | |
| d. Clearance activities | | | | |
| e. Public services | | | | |
| f. Relocation assistance | | | | |
| g. Construction, rehab. and preservation activities | | | | |
| (1) Construction or rehab. of com. & indust. bldgs. | | | | |
| (2) Rehabilitation of privately owned buildings | | | | |
| (3) Rehabilitation of publicly owned buildings | | | | |
| (4) Code enforcement | | | | |
| (5) Historic preservation | | | | |
| h. Development financing | | | | |
| (1) Working capital | | | | |
| (2) Machinery and equipment | | | | |
| i. Removal of architectural barriers | | | | |
| j. Other activities | | | | |
| **k. Subtotal** | $ 871,329.25 | | $ 871,329.25 | |
| l. Planning | | | $ - | |
| m. Administration | $ 25,000.00 | | $ 25,000.00 | |
| **n. Total** | $ 896,329.25 | | $ 896,329.25 | |
| o. Less: Program Income Applied to Program Costs | | | $ - | |
| **p. Equal: Grant Amount Applied to Program Costs** | $ 896,329.25 | | $ 896,329.25 | |

**6. Computation of Grant Balance**

| Description (a) | To Be Completed By Recipient: Amount (b) | To Be Completed By DOC: Approved Amount (c) |
|---|---|---|
| (1) Grant Amount Applied To Program Costs (From Line p) | $ 896,329.25 | |
| (2) Estimated Amount For Unsettled Third - Party Claims | $ - | |
| (3) Subtotal | $ 896,329.25 | |
| (4) Grant Amount Per Grant Agreement | $ 1,000,000.00 | |
| (5) Unutilized Grant To Be Canceled (Line 4 Minus Line 3) | $ 103,670.75 | |
| (6) Grant Funds Received | $ 896,329.25 | |
| (7) Balance of Grant Payable (Line 3 Minus Line 6)* | | |

* If Line 6 exceeds Line 3, enter the amount of the excess on Line 7 as a negative amount. This amount shall be repaid to DOC by check, unless DOC has previously approved use of these funds.

## 7. Program Income

a) Amount of existing program income: _____

b) Amount of anticipated program income: _____

c) If program income exists or is anticipated, describe the proposed application(s):
N/A

## 8. Unpaid Costs and Unsettled Third Party Claims

Are there any unpaid costs or unsettled third party claims against the recipient's grant. Type "yes" or "no" _____
If yes, describe the circumstances and amounts involved.
N/A

## 9. Remarks (For DOC Use Only)

## 10. Certification of Recipient

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement identified on page 1 hereof, have , to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provisions have been made by the Recipient for the payment of all unpaid costs and unsettled third party claims identified on page 1 hereof; that the State of North Carolina is under no obligation to make any further payment to the Recipient under the grant agreement in excess of the amount identified on Line 7 hereof; and that every other statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

| Date | Typed Name and Title of Recipient's Authorized Representative | Signature of Recipient's Authorized Representative |
|---|---|---|
| _____ | Aaron Church<br>(Name)<br>County Manager<br>(Title) | √_____ |

## 11. DOC Approval

This Certification of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of $_____, less $_____ previously authorized for cancellation (from Section 6, line 6, page 1).

| Date | Typed Name and Title of DOC Authorized Representative | Signature of DOC's Authorized Representative |
|---|---|---|
| _____ | | √_____ |

**NORTH CAROLINA DEPARTMENT OF COMMERCE**
**SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

# CLOSEOUT PERFORMANCE REPORT

**Grantee Name:** Rowan County **Grant Number:** 13-E-2612

**Grantee Address:** 130 West Innes Street, Salisbury NC 28144

1. Citizens' Written Comments. (Attach the following three items unless each item was previously submitted to CFC, in which case they may be incorporated by reference.)
   a. A copy of each written citizen comment, which was received during the reporting period on the grantee's community development performance under this grant;
   b. The grantee's assessment of the comment; and
   c. A description of any action taken or to be taken in response to the comment as required by 4 NCAC 19L .1002.
2. The grantee's authorized official representative must certify the following:
   a. To the best of his/her knowledge and belief, data in this report is true and correct;
   b. The records described in 4 NCAC 19L .0911 are being maintained and will be made available upon request; and
   c. In accordance with Section 101(c)(9) of the Housing and Community Development Act of 1974, the assistance made available under this CDBG grant is not substantially reducing, below the level of support prior to start-up of the CDBG grant reported here, the amount of local financial support for community development activities.

| | |
|---|---|
| Aaron Church | County Manager |
| Typed Name of Authorized Representative | Title |
| | 2/6/2017 |
| Signature of Authorized Representative | Date |

**Preparer Information**

Name: David Hartigan

Address: 12517 Birchfalls Drive, Raleigh NC 27614

Telephone Number: 919-847-9839

NORTH CAROLINA DEPARTMENT OF COMMERCE
CDBG FINAL PERFORMANCE REPORT

GRANT # 13-E-2612
PROJECT # E-1

Period: 04-01-14 to 12-31-16

# PROJECT PROGRESS PAGE

| 1 Activity Code | 2 Activity Name | 3 Project Number | 4 Budget Amount | 5 Amount Expended | 6 Proposed Accomplishments | 7 Accomplishments To Date |
|---|---|---|---|---|---|---|
| | Street Improvements | E-1 | $975,000.00 | $871,329.25 | Construction of approximately 2,900 linear feet of road and creation of 129 new jobs | The road construction was completed and 153 new jobs were created with 81% of those jobs going to persons of low and moderate income. In a letter dated 10-12-15, the Department of Commerce released Rowan County and Gildan Yarns from further employment monitoring and reporting responsibilities. |
| | Administration | E-1 | $25,000.00 | $25,000.00 | Construction of approximately 2,900 linear feet of road and creation of 129 new jobs | The road construction was completed and 153 new jobs were created with 81% of those jobs going to persons of low and moderate income. In a letter dated 10-12-15, the Department of Commerce released Rowan County and Gildan Yarns from further employment monitoring and reporting responsibilities. |
| | | | | | | |
| | | | $1.000.000.00 | $896.329.25 | | |

| Economic Development Program Indicators | PFT | AFT | NA |
|---|---|---|---|
| Number of facades/business building rehab | | | NA |
| Number of jobs to be created (break out full-time and part-time) | 129 | 153 | |
| Number of jobs to be retained (break out full-time and part-time) | | | NA |
| Number of jobs created with employer sponsored health care | 129 | 153 | |
| Number of jobs retained with employer sponsored health care | | | NA |

| | |
|---|---|
| **Businesses Duns number** | 829152433 |
| **Two digit NAIC industry classification** | 31 |
| **Type of jobs created (By EDA Job Category Definitions)** | **# of Jobs** |
| Official and Managers | 8 |
| Professional | |
| Technicians | |
| Sales | |
| Office and Clerical | |
| Craft Workers (skilled) | |
| Operatives (semi-skilled) | 145 |
| Laborers (unskilled) | |
| Service Workers | |
| Number of new businesses assisted | |
| Number of existing businesses assisted | 1 |
| Number of business expansions | |
| Number of business relocations | |

| Census Data | |
|---|---|
| County Code | NA |
| Census Tract | NA |
| Block Groups | NA |
| Block Groups | NA |
| Census Tract | NA |
| Block Groups | NA |
| Block Groups | NA |

| Project Beneficiaries | Proposed | Actual |
|---|---|---|
| Income Levels | | |
| Extremely Low | 19 | 26 |
| Low | 40 | 48 |
| Moderate | 19 | 50 |
| Non-Low/Moderate | 51 | 29 |
| **Total** | 129 | 153 |

| Race Code | | |
|---|---|---|
| White | | 98 |
| Black/African American | | 21 |
| Asian | | 6 |
| American Indian/Alaskan Native | | 1 |
| Native Hawaii/Other Pacific Islander | | |
| American Indian/Alaskan Native & White | | |
| Asian & White | | |
| Black/African American & White | | |
| American Indian/Alaskan Native & Black/ African American | | |
| Other Multiracial (to include Latino/Hispanic) | | 27 |

| Family Status | | |
|---|---|---|
| Elderly | | 4 |
| Female Head of Household | | 19 |
| Survey Data | | |
| Percent of low and moderate income in service area | | |
| Total number of low and moderate income in service area | | |
| Total number of low and moderate income universe population in service area | | |

# PROPERTY DISPOSITION REPORT

In accordance with Rule .0909, Property Management, of 4 NCAC 19L, recipients must account for the use and disposition of all property acquired with CDBG funds.

| Property | (1) Description | (2) Date Acquired | (3) Acquisition Cost | (4) % CDBG Participation | (5) Current Use | (6) Proposed Use/Disposition |
|---|---|---|---|---|---|---|
| I. Real | NONE | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| II. Nonexpendable Personal | NONE | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| III. Expendable Personal | NONE | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

# Salisbury Post Publisher's Affidavit Of Publication

STATE OF NORTH CAROLINA
ROWAN COUNTY

[LEGAL.TEXT]

Before the undersigned, a Notary Public of said county and state, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared WINFRED MENTION, who being first duly sworn, deposes and says that he is ADVERTISING OPERATIONS MANAGER of the SALISBURY POST, published, issued and entered as second class mail in the city of Salisbury, in Rowan County, North Carolina, that he is authorized to make this affidavit and sworn statement, that the notice or other legal advertisement, a true copy of which was attached hereto, was published in the SALISBURY POST, on the following dates:

01/23/17

and that the said newspaper in which such notice, paper document or legal advertisement was published at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina, and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina,

| | |
|---|---|
| At a cost of | $124.85 |
| Account #: | 23998 |
| Tagline: | Hearing for Gildan |
| Purchase Order #: | |

Winfred Mention

(signature of person making affidavit)

Sworn and subscribed before me on 01/23/17.

Janice L Sink

Notary Public

My commission expires 05/02/2021

JANICE L SINK
NOTARY PUBLIC
ROWAN COUNTY, N.C.

By Gary D. Robertson
*Associated Press*

RALEIGH -- After a two-week hiatus, the North Carolina General Assembly returns Wednesday to begin its two-year session in earnest, with Republican leaders already at odds with Democratic Gov. Roy Cooper.

Cooper and House Speaker Tim Moore and Senate leader Phil Berger have clashed with competing lawsuits to block Cooper's proposed Medicaid expansion and the governor's challenge to recent GOP laws limiting gubernatorial powers. Still, all three express hope for occasional consensus.

This year's work period is likely to adjourn sometime this summer:

### New faces

Eighteen House members and five senators took their seats this month for the first time. Republicans hold 35 of the 50 seats in the Senate and 74 of the 120 House seats.

While Berger and Moore remain at the top, other influential lawmakers have left, including Senate Rules Committee Chairman Tom Apodaca and Sen. Bob Rucho, the architect of tax code overhauls. Apodaca will still be around as a lobbyist for high-profile clients. House Judiciary Committee Chairman Leo Daughtry and Speaker Pro Tempore Paul Stam didn't seek re-election.

### Old-hand governor

Unlike former Republican Gov. Pat McCrory, who had no legislative experience, Cooper is an ex-legislator and as attorney general pressed his initiatives with lawmakers. While the familiarity could help him avoid legislative potholes, Republicans still hold large enough House and Senate majorities to override any Cooper veto if unified.

A measuring stick for Cooper and legislative Democrats is whether they'll be able to persuade enough moderate Republicans in each chamber to uphold vetoes on bills those GOP lawmakers dislike.

"Are they willing to put their votes where there beliefs are when Gov. Cooper vetoes legislation that they're opposed to?" asked veteran Rep. Grier Martin, D-Wake. "There's nothing that we can be successful on without Republican support."

Cooper also faces a new challenge because his Cabinet faces Senate confirmation, although he's sued to stop that requirement.

### HB2 repeal redux

Cooper and legislative leaders came close in December to repeal of House Bill 2, the law approved last March that limits broad LGBT antidiscrimination rules and directs which public restrooms transgender people could use. But a deal fell apart in a one-day session, with Republicans appeared split on backing repeal.

Moore and Cooper say conversations continue about HB2, which has been blamed for job losses and harming the state's image. Moore said there could be compromise, but Cooper wants nothing but full repeal and insists there are enough votes right now for it. Efforts at repeal are expected to be carefully calculated to avoid another breakdown like December.

### Budget basics

The Legislature's primary responsibility is to approve the budget beginning July 1 through mid-2019. If history is any indication, House budget writers will propose spending a little more than Senate counterparts. Cooper will offer his own budget proposal, but it will be difficult to get Republicans to approve his high-profile suggestions.

Any spending expansions will be tempered.

"Let me be clear: we will not, under any circumstances, return to the failed tax and spend policies of the past that gave us the mess we inherited" when Republicans took over the legislature in 2011, Berger said Jan. 11 in his Senate leader acceptance speech.

Cooper backs a teacher pay plan to reach at least the national average. Republicans aren't framing their efforts that way. Berger said his chamber is committed to move the roughly $50,000 average today to $55,000 in two years. Moore hasn't committed to specifics.

Expect more tax cuts, especially if there's a hefty surplus this fiscal year -- revenues are already $322 million ahead of plans. Cooper wants any tax reductions targeted toward low- and middle-income people.

### Other topics

A directive by federal judges to draw new General Assembly maps by March 15 has been blocked for now by the U.S. Supreme Court.

More Hurricane Matthew relief funds are likely beyond a $201 million disaster package approved last month by the previous legislature.

Lawmakers also are listening to concerns of school districts about a directive lowering maximum class sizes in early grades this fall. Districts are worried they'll have to get rid of other programs to comply.

Cooper said he believes there can be agreements on addressing opioid addiction and approving criminal justice reforms, including raising the default age of adult criminal court from 16 to 18.

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## Notebook

Continued from 3A

the state House.

Last week, Warren was appointed chairman of the House's State Personnel Committee.

During a Rowan County Chamber of Commerce forum last week, Warren said the chair positions this year more accurately reflect talents and experience of N.C. House members. Warren, for example, formerly worked as a human resources specialist. Ford served as a county commissioner before running for the North Carolina House of Representatives.

### If it's single-payer, count Hudson out

If President Donald Trump sticks to a recent statement that Obamacare will be replaced with "insurance for everybody," he may have some opposition from at least one North Carolina Republican.

In an interview with the Washington Post, Trump told the newspaper his plan to replace Obamacare would include "insurance for everybody." Specifics about Trump's plans were scant. If his plan amounts to a single-payer plan, it won't have the support of Rep. Richard Hudson, R-8. Hudson sits on the Health Subcommittee.

Hudson toured his district last week to talk with hospital staff at four facilities. He tour included stops in Salisbury, Concord, Pinehurst and Raeford. Hudson said Congress will write the replacement in subcommittee hearings.

When asked last week about Trump's statement, Hudson said. "I don't know what he meant by that."

Asked specifically about implementing a singe-payer plan, which amounts to government-provided insurance, Hudson called the idea a mistake.

"There's two philosophies of how you deliver health care. There's the government does it. The government sets the prices and guarantees everybody has it," Hudson said in an interview last week. "We've tried that and the ultimate version of that would be single-payer. It hasn't worked work because when the government sets the prices, prices go up and you get less competition."

Hudson said he prefers a market-based solution.

He hasn't yet scheduled an in-person town hall meeting to solicit feedback about repealing and replacing the Affordable Care Act. So far, Hudson said he's done one "telephone town hall" and solicited input through social media.

*Contact reporter Josh Bergeron at 704-797-4246.*

## Artists

Continued from 3A

athletic and educational initiatives," Wingler said. "It is very exciting to have the opportunity to grow our community through the arts."

Visit https://www.facebook.com/KannapolisArts/ to learn more about Kannapolis Arts. Visit https://www.facebook.com/events/1633163316974556/ to sign up to attend Creative Connections. Visit http://downtownkannapolis.org/ for more information on Downtown Kannapolis Inc. Visit http://www.concorddowntown.com/ for more information on the Concord Downtown Development Corp. Visit http://www.clearwaterartists.com/ for more information on ClearWater Artist Studios. Visit http://www.prc-concord.com/ for more information on the Piedmont Renaissance Center.

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John W. Dees II, County Attorney

**Rowan County Board of Commissioners**
130 W Innes St • Salisbury, NC 28144
Telephone 704-216-8180 • FAX 704-216-8195

**PUBLIC NOTICE**
**NOTICE OF PUBLIC HEARING**

Rowan County will conduct a Public Hearing on Monday, February 6, 2017 at 3:00 p.m. in the J. Newton Cohen, Sr. Room, second floor, J. Newton Cohen, Sr. Rowan County Administration Building, 130 W. Innes Street, Salisbury, North Carolina.

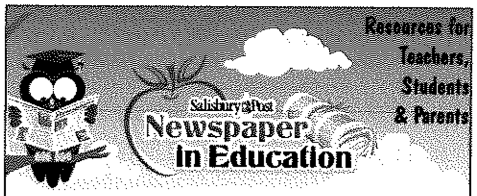
The purpose of the hearing is to obtain a Closeout Report on the County's 2014 Community Development Block Grant (CDBG) for Economic Development for Gildan Yarns. The project consisted of the construction of 2,900 linear feet of roadway to accommodate heavy truck traffic. As a result of the project, over 153 new jobs were created with at least 80% benefitting persons of low and moderate income.

For further information, contact Aaron Church, County Manager at 130 W. Innes Street, Salisbury, North Carolina, or call (704) 216-8180. All interested citizens are encouraged to attend this meeting.

Esta información está disponible está disponible en español o en cualquier otro idioma bajo petición. Póngase en contacto con Aaron Church, County Manager at 130 W. Innes Street, Salisbury, North Carolina, or call (704) 216-8180, de alojamiento para esta solicitud.

This the 19th day of January, 2017.

Carolyn Barger, MMC, NCMCC
Clerk to the Board /
Assistant to the County Manager
Rowan County Board of Commissioners



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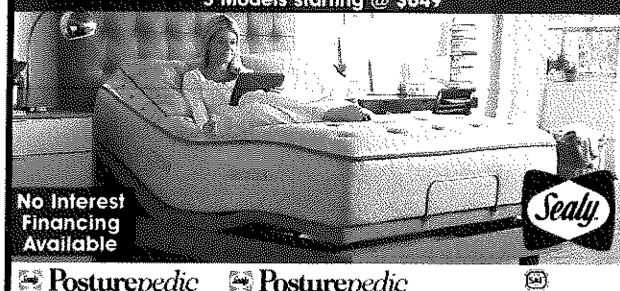

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**MEMO TO COMMISSIONERS:**

**FROM:** Scott Shelton, Interim Director, Economic Development Commission
**DATE:** January 27, 2017
**SUBJECT:** Public Hearing & Executive Summary Presentation - Project Carry

---

RowanWORKS Interim Executive Director Scott Shelton will present an Economic Impact Analysis for the potential expansion of R+L Carriers in Rowan County.

The proposed project would represent over $7 million of new investment and improvements to R+L Carriers' existing facility in China Grove. The proposed project would also create 40 new jobs over the next 5 years. The average wage for these jobs would be in excess of $43,000 per year.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Executive Summary - Project Carry | 1/27/2017 | Cover Memo |

January 27, 2017

ECONOMIC IMPACT SUMMARY

# SUMMARY OF PROPOSED EXPANSION OF R+L CARRIERS IN ROWAN COUNTY, NC

Submitted by:
RowanWorks, Economic Development

RowanWORKS
ECONOMIC DEVELOPMENT ★ SALISBURY, NC
for your business

January 27, 2017

The Honorable Gregory C. Edds
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

*Re: Summary of Proposed Expansion of R+L Carriers in Rowan County, NC*

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Commission, please allow me to present to you this summary of the proposed expansion of R+L Carriers in Rowan County.

We are optimistic that, with your support, this project will reach a successful conclusion, creating new employment and expanding the nonresidential tax base in Rowan County. This document addresses the primary drivers and impacts of the project, and is designed to provide you the information necessary to consider their request for assistance.

We sincerely hope that you find this document a useful resource as you consider this matter. We have expended substantial efforts to gather as much information as possible regarding the potential impacts this project could have on our County and its citizens. In order to accomplish this, we have relied on a variety of public and private sector partners. At this time, we would like to thank:

- Jeff Haungs, Vice President, R+L Carriers, Inc.
- Melanie O'Connell Underwood, Regional Industry Manager, Economic Development Partnership of NC
- Bettina Dickert, Operations Manager, RowanWorks

In the preparation of this document, we have strived to utilize factual data and realistic projections extrapolated from the best information available. It is our intent that this document serve as a resource for you as you deliberate potential actions.

Please do not hesitate to contact our offices with any questions you may have regarding this matter. We look forward to your feedback.

Sincerely,

Scott Shelton

Scott Shelton
Interim Executive Director / Project Manager

## Contents

1. Project Description and History
2. Regulatory Approval Process
3. Requested Assistance
4. Model of County Revenue – 10-Year Horizon
5. Closing
6. Appendix

## 1. Project Description and History

About The Company

The Company now known as R+L Carriers began in Wilmington, Ohio in 1965 when founder Ralph L. "Larry" Roberts purchased a single truck for his new furniture-hauling business. Mr. Roberts' new business quickly grew with the purchase of intrastate and interstate authority from Mayflower Moving and Storage.

In order to take advantage of new opportunities made possible by the deregulation of the trucking industry in the early 1980s, R+L Carriers incorporated and then acquired other trucking companies to expand its footprint in the midwest and into the southern United States. Expansions over the next twenty years resulted in R+L Carriers being able to serve all fifty states.

Today, R+L Carriers is an international company with nearly 13,000 tractors and trailers that serves the United States, Canada, Puerto Rico, the Dominican Republic, and many Caribbean Islands. The family-owned company continues to be based in Wilmington, Ohio.

R+L Carriers has operated a terminal in China Grove since acquiring the property as a result of its purchase of Greenwood Motor Lines in the early 1990s. The terminal, located at 175 North Pine Ridge Road, currently has 195 full time and 44 part time employees.

Proposed Project

In order to meet the increased demand for its services and to strengthen the Company's foothold in the southeastern United States, R+L Carriers plans to expand one of its facilities in the Carolinas or Virginia. The Company's terminal in China Grove is one of the candidates for this expansion.

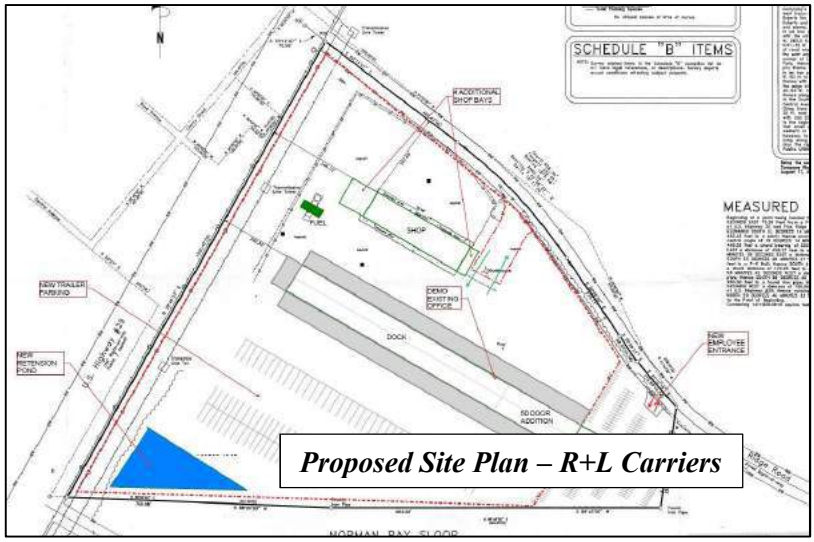
If the China Grove location is chosen for this potential project, the Company would remodel and expand the existing facility. This would include a 50-door terminal extension, additional maintenance and office space, as well as a truck wash and extra fueling station lanes. This building remodel and extension is estimated to take 7 to 10 months to complete.

In addition to retaining over 230 existing jobs at the site, R+L Carriers would create 40 new full time jobs in Rowan County. The Company would also invest more than $7 million dollars in equipment and improvements to the China Grove facility as part of the proposed expansion.

R+L Carriers would create these 40 new jobs over the next five years. The average starting salary for these new jobs would be in excess of $43,000, with benefits.

## 2. Regulatory Approval Process

Zoned appropriately for its current use, there does not appear to be any regulatory barriers to this project moving forward. The Company will work with the Town of China Grove and Rowan County Building Inspections to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for this type of facility.




***Proposed Site Plan – R+L Carriers***

## 3. Requested Assistance

This expansion would add 40 new full time jobs with an average salary in excess of $43,000. Improvements to the Company's facility in China Grove will increase the County tax base by more than $7 million dollars and provide approximately $483,625 in increased tax revenue for Rowan County over a ten-year period.

This project is competitive in nature. The Company is considering sites in North Carolina, South Carolina, and Virginia for the project.

R+L Carriers is in discussions with the State of North Carolina for possible grant assistance through the One NC Fund. These grants require a local match through non-State sources. We are requesting that Rowan County contribute $50,000 as a 'job creation grant' to serve as the local match.

Approval of this request would also be consistent with the County's longstanding goal of providing assistance to existing industry. We respectfully request that the Board of Commissioners consider approving this request based on the project's potential impact on our community.

Draft Relocation and Expansion Assistance Agreement

While this project differs from the standard grant program, a draft of the modified grant agreement addressing the particulars of this project is attached.

## 4. Model of County Revenue – 10-Year Horizon

Revenue Calculations

In order to illustrate the revenue impact of this potential project on our community, we have projected revenue returns for a 10-year study period through 2026.

The Company expects that the majority of construction, equipment installation, and infrastructure improvements will be complete by December 31, 2017.

Summary of Findings

The evolving nature of County tax rates, assessed value of the installed equipment, and construction timelines require certain assumptions in order to develop a functioning model. To establish a baseline, the following constants were applied:

- The County tax rate is fixed at the current rate of .6625.
- $7.3 million of new equipment and construction occurs prior to December 31, 2017.
- Rowan County offers a job creation grant in the amount of $50,000.
- The project is complete by December 31, 2017

In application, it is unlikely that all assumptions will hold constant. The model provides general trends of expected revenues and expenditures.

Incorporating the above framework, the following outcomes are projected:

- During each year of the proposed 3-year incentive agreement, the proposed facility would generate $48,363 of new revenue annually for Rowan County. The County would provide an incentive grant of approximately $16,667. Rowan County would retain approximately $31,696.

- During the three incentivized years, Rowan County would collect $145,089 in revenue and provide incentive grants totaling $50,000. The County would retain $95,089 of revenue during the incentive term.

- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated $483,625, disburse a $50,000 grant and retain an estimated $433,625 of new revenue.

**Proposed Project:**

| *(Construction Completed by December 31, 2017)* | Time Period | FY 18-19 | FY 19-20 | FY 20-21 | FY 21-22 | FY 22-23 |
|---|---|---|---|---|---|---|
| | Calender Year | 2017 | 2018 | 2019 | 2020 | 2021 |
| **Total Capital Investment** | Total planned amount of Expansion project | $7,300,000 | $7,300,000 | $7,300,000 | $7,300,000 | $7,300,000 |
| **County Tax Rate** | 0.6625% | 0.6625% | 0.6625% | 0.6625% | 0.6625% | 0.6625% |
| **County Tax Revenue** | Local Taxable Capital Investment times County Tax Rate | $48,363 | $48,363 | $48,363 | $48,363 | $48,363 |
| **Grant Match** | **$50,000** ***(3 annual installments)*** | $16,666 | $16,667 | $16,667 | $0 | $0 |
| | | | | | | |
| **County Net Revenue** | County Tax Revenue minus Grant Match | $31,697 | $31,696 | $31,696 | $48,363 | $48,363 |

| FY 23-24 | FY 24-25 | FY 25-26 | FY 26-27 | FY 27-28 | 10 Year Sum. |
|---|---|---|---|---|---|
| 2022 | 2023 | 2024 | 2025 | 2026 | |
| $7,300,000 | $7,300,000 | $7,300,000 | $7,300,000 | $7,300,000 | $7,300,000 |
| 0.6625% | 0.6625% | 0.6625% | 0.6625% | 0.6625% | 0.6625% |
| $48,363 | $48,363 | $48,363 | $48,363 | $48,363 | $483,625 |
| $0 | $0 | $0 | $0 | $0 | $50,000 |
| | | | | | |
| $48,363 | $48,363 | $48,363 | $48,363 | $48,363 | $433,625 |

## 5. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. R+L Carriers currently employs over 230 people and would create a total of 40 new full time jobs within five years with this proposed expansion.

The Company plans to invest more than $7 million dollars in improvements to its chosen facility as part of the proposed expansion. Rowan County should retain $433,625 in new tax revenue generated by this expansion over a ten-year period. By assisting this local company with its proposed expansion, we are confident that the existing, mutually beneficial relationship will grow and prosper.

We have the opportunity to actively support a company that has a valued relationship with our community. If approved, news of this project will resonate positively with companies connected to these operations, both locally and beyond. Highlighting successful public-private partnerships, especially in these challenging economic times, will increase Rowan County's reputation as a business friendly community.

On behalf of the staff of your Economic Development Commission, we look forward to providing you any additional information requested, or meeting with you personally to discuss these findings in detail. We hope that you have found this information useful as you consider this matter.

## 6. Appendix

- Legal Description of Property
- Draft Incentive Agreement

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY

For the purposes of this Agreement, the property of RLR Investments, L.L.C. and Laureate Capital L.L.C., located at 175 Pine Ridge Road, China Grove, NC 28023 shall further be described as follows:

*Rowan County*

| *Parcel ID* | *Size* | *Address* |
|---|---|---|
| 128 107 | 34.00 | 175 Pine Ridge Road |

Total Acreage 34.00

*Rowan County GIS*

## Parcel Information (Based on Most Recent Tax Information Available)

**Parcel ID:** 128 107
RLR INVESTMENTS, L.L.C.
LAUREATE INVESTMENTS, L.L.C.
600 GILLIAM ROAD
WILMINGTON, OH 45177-9089

**Property Address:**
175 Pine Ridge Road
**Legal Description:**
34.00 AC
Acreage: 34.00 acres
**Deed Book:** 1001 **Pg:** 92
**Deed Year:** 2004

**Year Sold:** 2004
**Sale Inst.:** REC
**Sale Amt.:** $0
**Land FMV:** $1,327,668
**Assessed Land Value:** $1,327,668
**Building Value:** $3,514,199
**Total Assessed Value:** $4,841,867

**METES AND BOUNDS OF PROPERTY**
***(as described in Deed Book # 1001, Page Number 92)***

Lying in China Grove Township, Rowan County, North Carolina, and beginning at an iron pin in the S.L. Roberts line, corner of China Grove Cotton Company's 3.55 acre tract, said iron pin being 25 ft. west of the west transmission line, Duke Power Company, and running thence with Roberts line and Sloop's line, S. 88 E. 821 Ft. to an iron pin and stones, Roberts and Sloop's corner; thence N. 89 3/4 E. 966 ft. to iron pin and stones, Sloop's corner; thence with his line, N. 10-00 E. 290.5 ft. to an iron pin in the old road, Ketner's corner in Sloop's line; thence with the old road and Ketner's line three courses as follows: N. 31-44 W. 205.5 ft. to an iron pipe; N. 25-49 W. 375 ft. to iron pipe; N. 51-52 W. 1065 ft., passing Ketner's corner to iron pipe in center of road where it intersects the east line of Cherry Street; thence with the east edge of Cherry Street, S. 40-04 W. 286.8 ft. to an iron pin, corner of Lot No. 17 in Block "B", as shown on map of Rosewood Park; thence with the line of Lot No. 17, S. 50-03 E. 175 to an iron pin; thence with the back lines of lots Nos. 15 and 16, S. 40-38 W. 75 ft. to an iron pin, corner of Lot No. 15; thence with the line of same, N. 49-53 W. 50 ft. to an iron pin, corner of Lot No. 26, in the line of Lot No. 15; thence with the line of Lot No. 26, S. 40-36 W. 150 ft. to iron pin in edge of Rose Avenue; thence along the edge of Rose Avenue, N. 49-50 W. 125 ft. to the intersection of Rose Avenue and Cherry Street; thence along the edge of Cherry Street, S. 39-49 W. 427 ft. to an iron pin in the south edge of Central Avenue; thence along the south edge of Central Avenue, S. 50-27 E. 252 ft. to an iron pin, a corner of the China Grove Cotton Mills Company's 3.55 acre tract, said corner standing 25 ft. west of the transmission line (Duke Power Co.); thence parallel with and 25 ft. west of the transmission line, S. 32-03 W. 571.5 ft. to the beginning, containing 36.79 acres, more or less; LESS HOWEVER that small portion of the above described real property lying on the western or northwestern side of U.S. Highway No. 29; and subject, however, to the rights of way of U.S. Highway No. 29; the county road lying along the northeastern and eastern side of the property; and also the right of way of Duke Power Company (formerly Southern Public Utilities Company; Southern Power Company).

NORTH CAROLINA
ROWAN COUNTY

# RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20___, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and R+L Carriers, Inc., an Ohio based corporation, (hereinafter referred to as the "Company").

## WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in Rowan County (the "Project"), which would increase taxable property in the County and result in the creation of a number of jobs in the County, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, the Company has determined that the property located at 175 North Pine Ridge Road, China Grove, North Carolina (the "Property"), is a suitable location for its expansion and improvement; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately $7.3 million dollars will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the County hereby agree as follows:

## ARTICLE I
## COUNTY INDUCEMENTS

The County shall provide financial assistance to the Company through its "Relocation and Expansion Assistance Program", as hereinafter described, with respect to the Company's development of the Property and other related expenses as follows:

1) The "Relocation and Expansion Assistance Program" will be providing a job creation grant, also qualifying as a "Local Matching Grant" ("Grant") to assist the Company in meeting the requirements of the One NC Fund administered through the North Carolina Department of Commerce. The Grant will specifically apply to jobs created at the Property and all real property improvements and personal property newly installed and used at the Property.

2) The amount of the Grant will be computed using the following steps:

DRAFT

a) Job Creation.

i) For each year that the Grant is applicable to the Property (subject to the limitations below), determine the total number of full time employees, employed by the Company, at the Property.

ii) Subtract from the above amount the number of employees for which the Company has previously requested payment under this agreement. The annual result of this computation shall be defined as the "New Jobs Created" for the Property.

b) Grant Amount Determination. A grant of $2,083.33 per new job created will be provided to the Company.

c) Grant Maximum. The maximum amount of the Grant will be $50,000.

## ARTICLE II
## SCHEDULE OF CORPORATE IMPROVEMENTS

1) The Company has determined that the property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company will invest approximately $7.3 million dollars in new equipment and facility improvements. The Company expects to have the Facility substantially completed by December 31, 2017.

2) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Company Relocation and Expansion Program is still in effect) for consideration as a separate relocation and expansion grant under the Relocation and Expansion Program.

## ARTICLE III
## EMPLOYMENT

1) The Company projects that it will create 24 Full Time Equivalents ("FTEs") with this Project, and employ a total of 219 FTEs at the Property. As of December 31, 2019, the Company shall employ 24 FTEs at this Project as well as retain 195 existing FTEs at the Property. A FTE position requires at least 1,600 hours of work per year and is intended to be held by one employee during the entire year.

2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

| County Fiscal Year (FY) | Total Number of New FTE (in aggregate) |
|---|---|
| FY 2018-19 | 8 |
| FY 2019-20 | 16 |
| FY 2020-21 | 24 |

DRAFT

3) The Company may only request payment after all real and personal property taxes assessed against the Property and the Company, by the County, have been paid.

4) The Company shall certify annual progress towards the employment of the FTEs to the County on its annual grant request, which must be submitted before June 30 of each fiscal year. Such certification shall include a copy of the Company's Quarterly Tax and Wage Report (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted.

5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

6) Following each Company request for an annual Grant payment (within certification of the FTEs), the County shall verify the Company's compliance with this Agreement and issue the annual Grant payment to the Company within sixty (60) days upon receipt of the Company's request.

## ARTICLE IV
## TERMINATION OF GRANT AGREEMENT AND REQUIRED REPAYMENT OF GRANT FUNDS UPON ANNOUNCED TERMINATION OF OPERATIONS OR MAJORITY REDUCTION IN WORKFORCE

1) The assistance provided by Rowan County, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources. Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.

2) Should the Company cease operations or eliminate the majority of their workforce (51% reduction or more within a twelve (12) month span), the Agreement will be terminated and the Company will be required to repay all grant proceeds provided during the thirty-six (36) months prior to the cessation or reduction.

3) Repayment of grant funds shall be required if the Company has received any grant disbursements from the County within the thirty-six (36) months prior to the earlier of (a) Public announcement by the Company of plans to close or eliminate the majority of the workforce, (b) Actual cessation of operations, or elimination of a majority of the workforce.

4) The Company shall make payment to the County within one hundred and twenty (120) days of such announcement or event. The County may use any and all legal recourse to pursue restitution from the Company and / or its successors.

## ARTICLE V
## REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

The Company represents, warrants and covenants to the County, as applicable, as of the date of this Agreement that:

DRAFT

1) *Standing*. The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.

2) *Authority*. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.

3) *Enforceability*. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.

4) *No Violations.* This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.

5) *No Conflicts*. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.

6) *Certifications.* The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant

## ARTICLE VI
## REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

The County represents, warrants and covenants to the Company, as applicable, as of the date of this Agreement that:

1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.

2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.

3) There is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.

4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).

5) To the best of the County's knowledge, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

DRAFT

6) With respect to this Agreement, the County has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

## ARTICLE VII
## GENERAL PROVISIONS

1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.

2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.

3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.

4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.

5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Property.

6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

DRAFT

To County: Rowan County Manager
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8180
Facsimile: (704) 216-8195

With Copy (which does not constitute notice to):
Ketner & Dees, PA
121 East Kerr Street
Salisbury, NC 28144
Phone: (704) 637-3434
Facsimile: (704) 637-3449

To Company: Name and Contact Information

To Company Regarding Payment of Grant, also include:
Contact for the Grants

With Copy (which does not constitute notice to):
If requested by the Company

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein: provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

[Signature page follows]

DRAFT

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

R+L CARRIERS INC.

_____

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name_____

ROWAN COUNTY, NORTH CAROLINA

_____

Gregory C. Edds

Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

_____

Carolyn Barger

Clerk to the Board of Commissioners

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

_____

Leslie Heidrick

Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

_____

John Dees II

County Attorney

DRAFT

**ATTACHMENT**

LEGAL DESCRIPTION OF THE PROPERTY

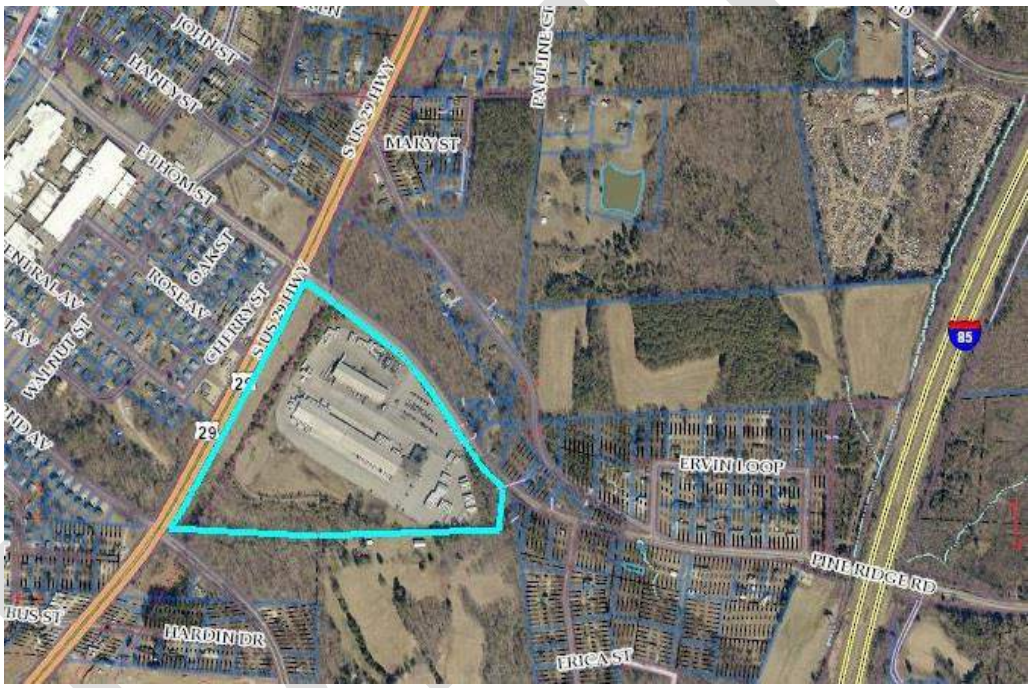
For the purposes of this Agreement, the property of RLR Investments, L.L.C. and Laureate Capital L.L.C., located at 175 Pine Ridge Road, China Grove, NC 28023 shall further be described as follows:

*Rowan County*

| *Parcel ID* | *Size* | *Address* |
|---|---|---|
| 128 107 | 34.00 | 175 Pine Ridge Road |

Total Acreage 34.00

*Rowan County GIS*




## Parcel Information (Based on Most Recent Tax Information Available)

**Parcel ID:** 128 107
RLR INVESTMENTS, L.L.C.
LAUREATE INVESTMENTS, L.L.C.
600 GILLIAM ROAD
WILMINGTON, OH 45177-9089

**Property Address:**
175 Pine Ridge Road
**Legal Description:**
34.00 AC
Acreage: 34.00 acres
**Deed Book:** 1001 **Pg:** 92
**Deed Year:** 2004

**Year Sold:** 2004
**Sale Inst.:** REC

| | |
|---|---|
| **Sale Amt.:** | $0 |
| **Land FMV:** | $1,327,668 |
| **Assessed Land Value:** | $1,327,668 |
| **Building Value:** | $3,514,199 |
| **Total Assessed Value:** | $4,841,867 |

**METES AND BOUNDS OF PROPERTY**
***(as described in Deed Book # 1001, Page Number 92)***

Lying in China Grove Township, Rowan County, North Carolina, and beginning at an iron pin in the S.L. Roberts line, corner of China Grove Cotton Company's 3.55 acre tract, said iron pin being 25 ft. west of the west transmission line, Duke Power Company, and running thence with Roberts line and Sloop's line, S. 88 E. 821 Ft. to an iron pin and stones, Roberts and Sloop's corner; thence N. 89 3/4 E. 966 ft. to iron pin and stones, Sloop's corner; thence with his line, N. 10-00 E. 290.5 ft. to an iron pin in the old road, Ketner's corner in Sloop's line; thence with the old road and Ketner's line three courses as follows: N. 31-44 W. 205.5 ft. to an iron pipe; N. 25-49 W. 375 ft. to iron pipe; N. 51-52 W. 1065 ft., passing Ketner's corner to iron pipe in center of road where it intersects the east line of Cherry Street; thence with the east edge of Cherry Street, S. 40-04 W. 286.8 ft. to an iron pin, corner of Lot No. 17 in Block "B", as shown on map of Rosewood Park; thence with the line of Lot No. 17, S. 50-03 E. 175 to an iron pin; thence with the back lines of lots Nos. 15 and 16, S. 40-38 W. 75 ft. to an iron pin, corner of Lot No. 15; thence with the line of same, N. 49-53 W. 50 ft. to an iron pin, corner of Lot No. 26, in the line of Lot No. 15; thence with the line of Lot No. 26, S. 40-36 W. 150 ft. to iron pin in edge of Rose Avenue; thence along the edge of Rose Avenue, N. 49-50 W. 125 ft. to the intersection of Rose Avenue and Cherry Street; thence along the edge of Cherry Street, S. 39-49 W. 427 ft. to an iron pin in the south edge of Central Avenue; thence along the south edge of Central Avenue, S. 50-27 E. 252 ft. to an iron pin, a corner of the China Grove Cotton Mills Company's 3.55 acre tract, said corner standing 25 ft. west of the transmission line (Duke Power Co.); thence parallel with and 25 ft. west of the transmission line, S. 32-03 W. 571.5 ft. to the beginning, containing 36.79 acres, more or less; LESS HOWEVER that small portion of the above described real property lying on the western or northwestern side of U.S. Highway No. 29; and subject, however, to the rights of way of U.S. Highway No. 29; the county road lying along the northeastern and eastern side of the property; and also the right of way of Duke Power Company (formerly Southern Public Utilities Company; Southern Power Company).

DRA

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

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Ed Muire, Planning Director |
| **DATE:** | January 5, 2017 |
| **SUBJECT:** | Public Hearing for STA 03-16: Text Amendments for "Utility Lots" |

---

**REQUEST**
The STA 03-16 text proposes to include the term "utility lot" in the County's Subdivision Ordinance as an option for creating lots that do not comply with minimum dimensional standards but still serve a purpose as a non-residential lot.

The accompanying Staff memorandum includes the specifics of the STA 03-16 proposal along with Planning Board consideration and recommendation.

NOTE: *This item was previously considered by the Commission at its November 21, 2016 meeting and a decision was delayed for 60 days.*

**RECOMMENDATION**
Conduct Public Hearing.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Staff Memorandum | 1/5/2017 | Cover Memo |
| STA 03-16 Text | 1/5/2017 | Ordinance |

# Rowan County Planning and Development Department

402 North Main Street • Room 204 • Salisbury, N.C. 28144-4341
Phone: 704-216-8588 Fax: 704-638-3130


## MEMORANDUM

**TO:** Chairman Edds and Commissioners
**FROM:** Ed Muire, Planning Director
**RE:** **STA 03-16**
**DATE:** January 5, 2017

**BACKGROUND: STA 03-16 Text**
Discussions regarding the creation and transfer of lots not intended for residential or commercial use that were still regulated under the definition of "subdivision" prompted the Staff proposal for "utility lots" in the subdivision ordinance. As noted in the attached ordinance amendments, the idea of a utility lot existed in the ordinance, but was never clearly defined until this Staff generated text amendment.

As typical with other text amendment proposals, the text recommended for deletion appears as ~~strikethrough~~ and new text appears as ***bold italics***. Staff Commentary in the sidebar of the text amendment packet should provide adequate insight into the rationale for the change.

**PLANNING BOARD RECOMMENDATION**
Originally included for consideration with the ZTA 02-16 text at its September 26 meeting, the Planning Board opted to have continued discussion and a second courtesy hearing on the STA 03-16 text at its October 24 meeting. The additional review was prompted by uncertainties and concern about creation of tracts under the proposed "utility lot" provision by Alcoa and how this may impact adjoining property owners.

The Planning Board recommendation was to eliminate references in the proposed utility lot definition of "*common areas, open spaces and other similar environmental areas*." Likewise, their Statement of Consistency recommending approval of the modified STA 03-16 text states:

> ***The STA 03-16 text amendments as modified are consistent with the East and West Land Use Plans based on their respect of private property rights as it relates to the creation of common areas, open spaces and environmental areas adjacent to residential areas.***

STAFF COMMENTARY

## AMENDMENTS TO CHAPTER 22: SUBDIVISION REGULATIONS

Sec. 22-10. - Other definitions.

For the purpose of this chapter, certain words or terms used herein shall be defined as follows:

*Lot.* A portion of a tract of land to be subdivided for the purposes of transfer of ownership or development or both.

*Lot of record.* A lot which is part of a subdivision, a plat of which has been recorded in office of the register of deeds of Rowan County, or a lot described by metes and bounds, the description of which has been so recorded prior to the adoption of this chapter.

*Lot types:*

*Corner lot.* A lot located at the intersection of two (2) or more roads. A lot abutting on a curved road or roads shall be considered a corner lot if straight lines drawn from the foremost point of the lot meet at an interior angle of less than one hundred thirty (130) degrees.

*Double frontage lot.* (i.e., through lot) Any lot having access by water and street right-of-way or by having access on two (2) street rights-of-way. This does not include corner lots.

*Interior lot.* A lot other than a corner lot with only one (1) frontage on a street.

*Panhandle lot.* A lot other than one having access on a cul-de-sac, which contains a narrow strip providing street access.

*Reverse frontage lot.* A through lot which is not accessible from one (1) of the parallel or nonintersecting street upon which it fronts.

*Single-tier lot.* A lot which backs upon a limited access highway, a railroad, a physical barrier, or another type of land use and to which access from the rear is usually prohibited.

*Through lot.* See "Double frontage lot."

***Utility lot. A lot that serves unmanned utility facilities such as pump / lift stations, wireless facilities and support structures, septic tank drain fields, ~~common areas, open spaces and other similar environmental areas~~. A utility***

Included an excerpt from the Subdivision Ordinance regarding the type of lots governed by the Subdivision Ordinance.

Staff proposes to include a definition for the term "utility lot". The term exists in Section 22-79(d) but is not defined; refer to the citation on page 2. At its second courtesy hearing, the Planning Board recommended to eliminate the highlighted references in the proposed definition.

STAFF COMMENTARY

***lot is not to be used as parking, vehicle storage or accommodation for residential or commercial structures.***

**Sec. 22-79. - Subdivision design.**

(a)*Lot dimensions.*

All new lots in ***a*** subdivision shall conform to the following requirements:

(1) *Lot area.*

a. All lots in a new subdivision shall conform to the zoning requirements of the zoning district in which the subdivision is located. Conformance to zoning requirements means, among other things that the smallest lot in the subdivision must meet all dimensional requirements of chapter 21, article IV of the Rowan County Zoning Ordinance.

b.

1. Lot sizes may be increased on the recommendation of the Rowan County Health Department based on the assessment of soil application rates and subsoil conditions.

2. ***Lots regulated by this chapter that are neither intended nor considered to be utilized for building sites or development may serve the purpose of a utility lot for nonresidential purposes only. Said lots may have access as provided in Section 22-79(d).***

3. Any lot served by a septic tank system shall be large enough to accommodate both a septic tank, its drainage field, plus a reserve drainage area.

Any lot created that is not exempt by NCGS is subject to the Subdivision Ordinance. Although subject to the ordinance, Staff proposes that if utility lots are neither intended for development nor building sites, they may only be used for nonresidential purposes as outlined in the new definition.

(d)*Access easements for utilities.*

An access easement of at least twenty (20) feet in width may be provided to service nonresidential lots whenever no other reasonable alternative exists. Said easement may only be used to serve unmanned utility facilities such as pump/lift stations, telecommunications towers, septic tank drain fields, common areas, etc.

Existing text in the Subdivision Ordinance referencing “utility lots”.

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department
**DATE:** January 31, 2017
**SUBJECT:** Public Hearing to Consider Financing Proposals for RSSS Roofing Projects and Other Improvements

---

Please see the attached documents and hold the public hearing.

Please approve the financing proposal.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Financing Proposals for RSSS Roofing Projects and Other Improvements | 1/31/2017 | Backup Material |

Leslie E. Heidrick, CPA
*Assistant County Manager/*
*Finance Director*

Harley L. Will, CPA
*Assistant Finance Director*

**Rowan County Finance Department**
130 West Innes Street • Salisbury, NC 28144-4326
Telephone 704-216-8170 • FAX 704-216-8110

**MEMORANDUM**

**TO:** Rowan County Board of Commissioners
Aaron Church, County Manager

**FROM:** Leslie E. Heidrick, Assistant County Manager/Finance Director LEH

**RE:** Public Hearing to Consider Financing Proposals for RSSS Roofing Projects and Other Improvements

**DATE:** January 31, 2017

---

The Finance Department recently requested and received installment financing proposals for Rowan-Salisbury School System (RSSS) roofing projects and other improvements. The amount to be financed is $6,500,000. The banks submitted proposals for terms of ten and 15 years. We received five bids, which are summarized on the attached sheet. The Finance Department recommends the County accept the low bid received from First Bank with a ten year term - interest rate of 2.40%, resulting in interest costs of approximately $813,230.14.

A public hearing has been scheduled by the Board for February 6, 2017 for consideration of this financing.

**Staff Recommendation:** The Finance Department requests that the public hearing be held, the associated Resolution be approved and authorization be granted to the Assistant County Manager/Finance Director to establish an escrow account for the loan proceeds.

**ROWAN COUNTY**
**INSTALLMENT FINANCING PROPOSALS**
**RSSS ROOFING RENOVATIONS/REPLACEMENTS, SAFETY AND OTHER IMPROVEMENTS**
**SUMMARY OF COMPETITIVE BIDS**
**January 27, 2017**

| | Interest Rates | |
|---|---|---|
| | **10-Year** | **15-Year** |
| First Bank | 2.40% | 2.40% for 10 years/ 10-year Treasury PLUS 200 basis points for additional 5 years * |
| PNC Bank | 2.42% | N/A |
| Branch Banking and Trust Company | 2.65% | 2.95% |
| STI Institutional & Government, Inc. *(SunTrust)* | 2.72% | N/A |
| Capital One Public Funding, LLC | 2.98% | 3.25% |

* On January 26, 2017, the 10-year US Treasury rate was 2.40%.

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

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

**Rowan County Board of Commissioners**
130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • FAX 704-216-8195

# RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING CONTRACT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20 AND AUTHORIZING EXECUTION AND DELIVERY OF THE FINANCING CONTRACT

WHEREAS, Rowan County, North Carolina (the "County") desires to finance the planning, design and construction of roofing projects and other improvements for the Rowan-Salisbury School System (the "Project"); and

WHEREAS, the County desires to finance the Project by the use of an installment financing contract authorized under North Carolina General Statutes Chapter 160A, Article 3, Section 20 ("NCGS 160A-20"); and

WHEREAS, the County sent out a request for proposals for installment financing in the amount of $6,500,000 to various banks relating to the installment financing contract; and

WHEREAS, First Bank submitted a proposal dated January 23, 2017 (the "First Bank Proposal"), pursuant to which First Bank would enter into an installment financing contract with the County in the amount of $6,500,000 to finance the Project (the "Contract"), to be secured by a Deed of Trust and Security Agreement with respect to the Project for the benefit of First Bank (the "Deed of Trust"); and

WHEREAS, as required by NCGS 160A-20, the County caused a notice of public hearing to be published in *The Salisbury Post* on January 27, 2017, for a public hearing to be held February 6, 2017, with respect to the financing of the Project through an installment financing contract; and

WHEREAS, the Board of Commissioners has this day held such public hearing, as evidenced by the minutes of this meeting; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute Chapter 159, Article 8, Section 151 prior to approval of the proposed contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County, meeting in regular session on the 6th day of February, 2017, as follows:

1. The Board of Commissioners has determined that the most advantageous manner of financing the Project is by an installment financing contract pursuant to NCGS 160A-20. In support of thereof, the Board hereby makes the following findings of fact:

a) The proposed contract is necessary or expedient because the Project will provide needed roof repairs/replacements to several Rowan-Salisbury schools along with needed safety and other capital improvements at several Rowan-Salisbury schools.

b) The proposed contract is preferable to a bond issue for the same purpose because of low fixed costs and favorable interest rates offered through installment contract financing compared to a bond issue. The cost of the proposed undertaking is approximately $6,500,000 and exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution.

c) The sums to fall due under the contract are adequate and not excessive for the proposed purpose based upon estimated construction costs received from the Rowan-Salisbury School System and its architects.

d) The County's debt management procedures and policies are good because they are managed in strict compliance with the law, there have been no defaults on debt service payments and the County is well below its legal debt margin.

e) No increase in property taxes will be necessary to meet the sums falling due under the proposed contract.

f) The County is not in default in any of its debt service obligations.

g) The attorney for the County has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

2. Pursuant to NCGS 160A-20, the County is hereby authorized to finance the Project by entering into an installment financing contract and a deed of trust or other security instrument that creates a security interest in some or all of the property financed to secure repayment of the financing.

3. The County Manager, the Assistant County Manager/Finance Director and other appropriate officers of the County are hereby authorized and directed to file an application with the LGC for its approval of the financing of the Project in the amount of approximately $6,500,000, to work with the Rowan-Salisbury School System and its staff as to the implementation of the Project (including the transfer of the property that is to be collateral for the installment financing contract to the County, and the lease of the Project back to the Rowan-Salisbury School System), and the actions of the County Manager, the Assistant County Manager/Finance Director and other officers of the County in connection therewith are hereby approved and confirmed.

4. The Board hereby accepts the First Bank Proposal, and authorizes and directs the County Manager and the Assistant County Manager/Finance Director, or either of them, to execute, acknowledge and deliver the Contract and the Deed of Trust on behalf of the County, with such changes and modifications as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of Rowan County, North Carolina to the Contract and the Deed of Trust and to attest the same.

5. Each of the County Manager and the Assistant County Manager/Finance Director is authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents (lease between the County and the Rowan-Salisbury School System), and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution, the Contract and the Deed of Trust.

6. All other acts of the Board and the officers of the County which are in conformity with the purposes and intent of this Resolution, and in furtherance of the financing of the Project, are hereby ratified, approved and confirmed.

This Resolution is effective upon its adoption this 6th day of February, 2017.

The motion to adopt this Resolution was made by Commissioner _____, seconded by Commissioner _____ and passed by a vote of _____ to _____.

_____
Gregory C. Edds
Chairman, Board of Commissioners

ATTEST:

This is to certify that this is a true and accurate copy of this Resolution adopted by the Rowan County Board of Commissioners on the 6th day of February, 2017.

_____
Carolyn Barger, MMC, NCMCC
Clerk to the Board/Assistant to the County Manager

_____
Date

(S E A L)

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Aaron Poplin, Planning Technician
**DATE:** 1/26/17
**SUBJECT:** Old Beatty Ford Road Realignment - Addressing

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As a result of the Old Beatty Ford Road realignment project (I-3804), Planning and E-911 staff have been exploring readdressing portions of Lentz and Old Beatty Ford Roads. Planning staff will provide a presentation on the current proposal.

**RECOMMENDATION**
Planning staff recommends that the Board of Commissioners consider naming the new portion of road Old Beatty Ford Road.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Staff Memo | 1/26/2017 | Cover Memo |
| Meeting Roster | 1/26/2017 | Exhibit |
| GIS Map | 1/26/2017 | Exhibit |

**Rowan County Planning and Development Department**
402 North Main Street • Salisbury, N.C. 28144-4341
Phone: 704-216-8588 Fax: 704-638-3130

# MEMORANDUM

TO: Rowan County Board of Commissioners
Rowan County Manager
FROM: Aaron Poplin, Planning Technician
RE: Old Beatty Ford Realignment
DATE: December 7, 2016

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Attachment 1: Meeting Roster Attachment 2: Realignment Map

On Thursday November 10th, 2016 a meeting was held at the Rowan County E911 Center (1090 Corporate Center Dr., Salisbury, NC 28146) to discuss addressing issues resulting from the Old Beatty Ford Road (I-3804) realignment project. Attached is a roster of those invited and those who attended the meeting (Attachment 1).

The I-3804 project proposes a new alignment of Old Beatty Ford Rd; construction of an associated interchange; a new bridge over I-85; and demolition of the current bridge over I-85 rendering two dead end road segments. The rerouting of Old Beatty Ford Rd will use part of what is currently Lentz Rd. and Lentz Rd. will be rerouted to end on the new portion of Old Beatty Ford Rd creating a dead end drive with five residences (See orange road: Attachment 2).

Discussion between the Rowan County Planning Department and Rowan County Telecommunications Department, prior to this meeting, identified that three segments of road (highlighted on Attachment 2) would need to be renamed. The purple and blue road segments will require renaming, as they will no longer be the route of Old Beatty Ford Rd. The orange road segment will need to be renamed due to Lentz Road being rerouted as shown by the green road segment on the map.

After general discussion, staff consensus proposes:

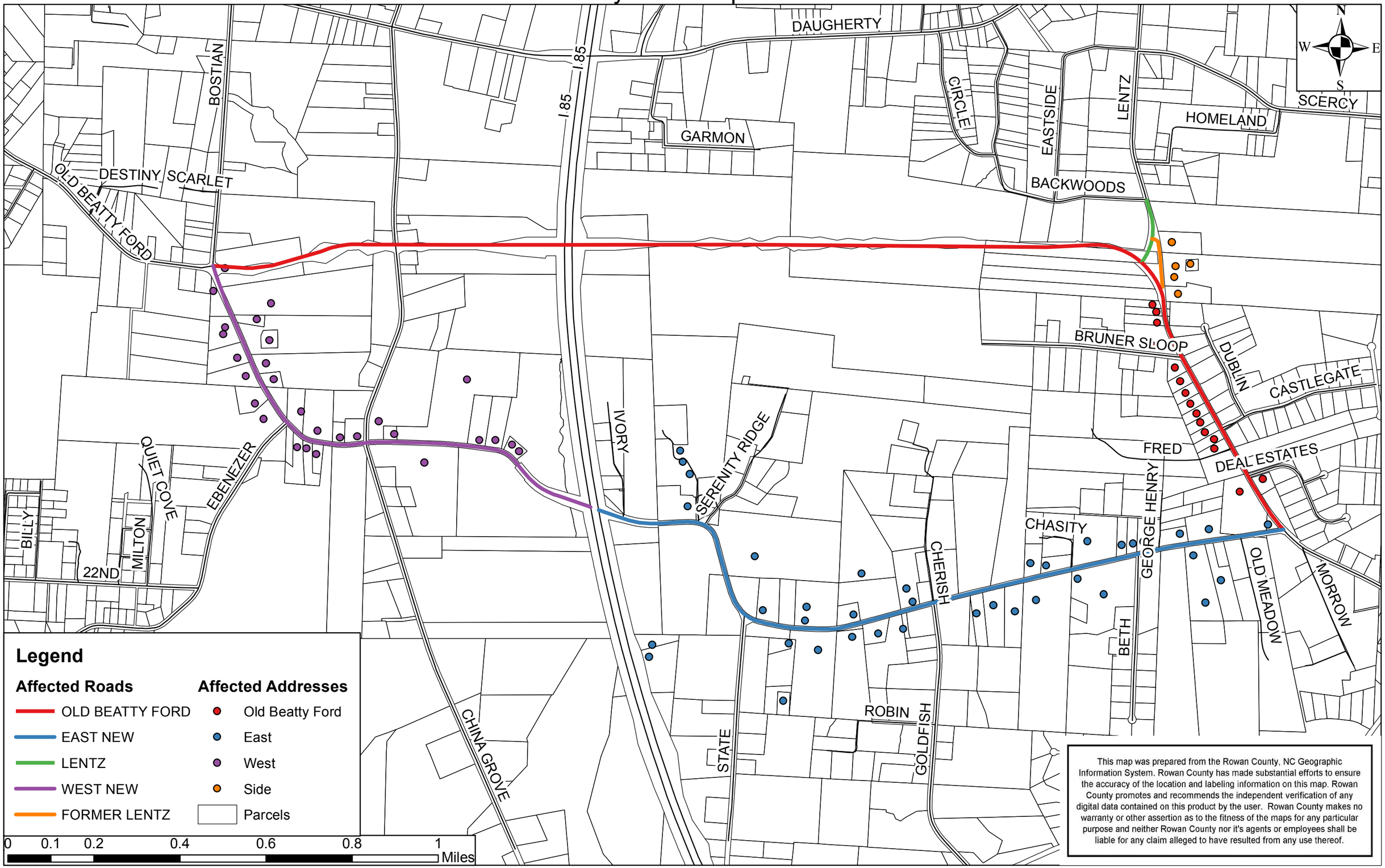
1. The purple road segment as a continuation of Bostian Road
2. The blue road segment will be named Free Will Road (Subject to change).
3. The five residents located off of the orange road segment will receive notice to submit a road name petition.
4. The 3500-4200 blocks of Lentz Road will be changed to Old Beatty Ford Road.

While items 1-4 noted above will be processed and submitted for Commission consideration closer to I-3804 completion, the primary reason for this notice to the Commission and Manager was prompted by a recent request from NCDOT Division 9 Engineer Pat Ivey. Specifically, the Design-Build team for the project needs to know what road name to put on the I-85 exit signs by April 3, 2017. As depicted on Attachment 2, Staff recommends the I-85 exit signs to display, “Old Beatty Ford Road”.

Attachment 1

| Old Beatty Ford Rd Meeting Roster | | |
|---|---|---|
| Name | Group | Attendance |
| Aaron Poplin | Rowan County Planning | Present |
| Columbus Hawks | Rowan County Telecomunications | Present |
| Mike Zimmerman | Bostian Heights Fire Department | Present |
| Clay Rehders | China Grove Post Office | Absent |
| Allen Cress | Rowan County Telecomunications | Present |
| Frank Thompson | Rowan County EMS | Absent |
| Kelly Seitz | NC DOT | Present |
| Adrian Rollans | Rowan County GIS | Present |

# Old Beatty Ford Proposal




1 inch = 0.2 miles

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department
**DATE:** January 27, 2017
**SUBJECT:** Presentation of Fiscal Year 2016 Comprehensive Annual Financial Report

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Please see the attached information.

Please approve the attached information.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Presentation of Fiscal Year 2016 Comprehensive Annual Financial Report | 1/30/2017 | Backup Material |

Leslie E. Heidrick, CPA
*Assistant County Manager/*
*Finance Director*

Harley L. Will, CPA
*Assistant Finance Director*

**Rowan County Finance Department**
130 West Innes Street • Salisbury, NC 28144-4326
Telephone 704-216-8170 • FAX 704-216-8110

**MEMORANDUM**

**TO:** Rowan County Board of Commissioners
Aaron Church, County Manager

**FROM:** Leslie E. Heidrick
Assistant County Manager/Finance Director LEH

**RE:** Presentation of Fiscal Year 2016 Comprehensive Annual Financial Report

**DATE:** January 27, 2017

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Martin Starnes & Associates, CPAs, P.A., has completed the annual audit of the County. Ko Tang Cha Moses from Martin Starnes will be present on February 6th to discuss the County's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2016.

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department
**DATE:** January 27, 2017
**SUBJECT:** Consider Approval of Budget Amendments

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Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Budget Amendments | 1/31/2017 | Budget Amendment |

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: The Kannapolis City School System inadvertently omitted the number of Rowan County students that planned to attend Charter Schools when it submitted its current expense funding request for fiscal year 2017. The System is requesting that the County now appropriate funds for the 42 students currently attending Charter Schools.

Prepared by: _____
Date: _____

BUDGET INFORMATION:

Reviewed: _____

| ACCOUNT TITLE | | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| | | | | |
| Sales Tax - Article 44 | R | 1142335-435507 | 73,815 | |
| Current Expense | E | 1157140-594010 | 73,815 | |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: ✓ | | Approved: | Budget Revision # |
| Disapproved: | | Disapproved: | Date Posted: |
| Amended: | | Amended: | Group Number: |
| Date: 1/27/17 | | Date: | Posted by: |
| Signature: L. Heinrich | | Signature: | Approved by: |

## Heidrick, Leslie

**From:** Will Crabtree <will.crabtree@kcs.k12.nc.us>
**Sent:** Wednesday, January 25, 2017 9:19 AM
**To:** Heidrick, Leslie
**Subject:** Charter School Students Kannapolis

Leslie,
We have 42 students from Rowan County attending charter school. Can you please verify the per pupil for this year so I can get an accurate budget number. Thanks.
Will

IMPORTANT: In compliance with federal law, the Kannapolis City School System administers all educational programs, employment activities and admissions without discrimination because of race, religion, national or ethnic origin, color, age, military service, disability, or gender, except where exemption is appropriate and allowed by law. The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.

1,757.49 x
42.00 =
73,814.58 *

## *ROWAN COUNTY*

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

**TO: BOARD OF COMMISSIONERS**

**FROM: SHERIFF**

**EXPLANATION IN DETAIL:** RECOGNIZE JAG FUND CHECKS FOR 2012 & 2013 FOR 3,595.34 & 11,717.59 TO PROPER REVENUE ACCOUNT AND THEN BUDGET TO THE PROPER EXPENSE ACCOUNT CHECK COPIES ATTACHED

Prepared by: Capt J C Sifford

Date: 1/20/2017

Reviewed:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| JUSTICE ASSISTANT GRANT | R | 1144417-431018 | 15,313 | |
| | | | | |
| F/A-OTHER | E | 1154417-576900 | 12,313 | |
| | | | | |
| OTHER-SMALL EQUIPMENT | E | 1154417-561095 | 3,000 | |

| DEPARTMENT HEAD | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|
| Approved: | Approved: | Budget Revision # 07-615 |
| Disapproved: | Disapproved: | Date Posted: |
| Amended: | Amended: | Group Number: |
| Date: | Date: | Posted by: |
| Signature: | Signature: | Approved by: |

LEH

ROWAN COUNTY FINANCE 01/06/2017 0436948

| INVOICE NUMBER | INVOICE DATE | INVOICE AMOUNT |
|---|---|---|
| 2013 JAG | 12/28/2016 | $11,717.59 |
| | 144417 - 431018 | |
| CITY OF SALISBURY | TOTAL | $11,717.59 |

THIS CHECK IS VOID WITHOUT A SECURITY BACKGROUND AND A SIGNATURE BORDER PRINTED IN A HEAT SENSITIVE INK THAT DISAPPEARS WHEN RUBBED.

City of Salisbury
PO BOX 479
Salisbury, NC 28145

First Bank
1525 Jake Alexander Blvd South
Salisbury, North Carolina 28147
66-456 / 531

CHECK DATE 01/06/2017
CHECK NUMBER 0436948

CHECK AMOUNT
$*****11,717.59
VOID SIX MONTHS AFTER ISSUE

PAY *Eleven Thousand Seven Hundred Seventeen Dollars and 59 Cents*

TO THE ORDER OF

ROWAN COUNTY FINANCE
C/O SUZANNE BURGESS
130 W INNES ST
SALISBURY, NC 28144

SIGNATURE THIS DISBURSEMENT HAS BEEN APPROVED AS REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

⑈0436948⑈ ⑆053104568⑆ 0471001848⑈

ROWAN COUNTY FINANCE 01/06/2017 0436949

| INVOICE NUMBER | INVOICE DATE | INVOICE AMOUNT |
|---|---|---|
| 2012 JAG FUNDS | 12/28/2016 | $3,595.34 |
| | 114417-431018 | |
| CITY OF SALISBURY | TOTAL | $3,595.34 |

THIS CHECK IS VOID WITHOUT A SECURITY BACKGROUND AND A SIGNATURE BORDER PRINTED IN A HEAT SENSITIVE INK THAT DISAPPEARS WHEN RUBBED

City of Salisbury
PO BOX 479
Salisbury, NC 28145

First Bank
1525 Jake Alexander Blvd South
Salisbury, North Carolina 28147
66-456 / 531

CHECK DATE 01/06/2017
CHECK NUMBER 0436949

CHECK AMOUNT
$*******3,595.34
VOID SIX MONTHS AFTER ISSUE

PAY *Three Thousand Five Hundred Ninety Five Dollars and 34 Cents*

TO THE ORDER OF

ROWAN COUNTY FINANCE
C/O SUZANNE BURGESS
130 W INNES ST
SALISBURY, NC 28144

SIGNATURE ABOVE INDICATES THIS DISBURSEMENT HAS BEEN APPROVED AS REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

⑈0436949⑈ ⑆053104568⑆ 0471001848⑈

# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:
We are requesting to increase our expenditure and revenue line items for Child Day Care Subsidy payments based on funding authorizations received from the Division of Child Development for FY 2017.

Prepared by: Kelly Johnson
Date: 1/27/2017

BUDGET INFORMATION:

| ACCOUNT TITLE | R/E | ACCOUNT # | INCREASE | DECREASE |
|---|---|---|---|---|
| Child Day Care Payments | E | 33000-000-583020-000 | $76,674 | |
| Child Care Development Block Grant | R | 33000-5316-431052-000 | $76,674 | |

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|---|---|---|---|
| Approved: _____X_____ | | Approved: _____ | Budget Revision # 07-926 |
| Disapproved: _____ | | Disapproved: _____ | Date Posted: _____ |
| Amended: _____ | | Amended: _____ | Group Number: _____ |
| Date: 1-27-17 | | Date: _____ | Posted by: _____ |
| Signature: Donna F Taylor /PSH | | Signature: | Approved by: _____ |

# SFY 16-17 Subsidized Child Care Allocations
January 18, 2017

| County | Revised Combined Allocations 1/18/2017 | | | Non SS Direct Serv Allocation Adjustment | Non SS Serv Support Allocation Adjustment | Utilization of 2% Direct Services for Fraud Detection | Title IV-E Funds Allocated for Non Smart Start | Voluntary Reversions | Reallocation of Voluntary Reversion | Total Non SS Adjustment | Revised Non SS Direct Services | Revised Non SS Serv Support Allocation | Revised Non SS Total | SS Direct Services Allocation Adjustment | SS Services Support Allocation Adjustment | Total SS Adjustment | Revised SS Direct Service | Revised SS Serv Support Allocation | Revised SS Total | Combined Direct Services 9/16/16 | Combined Services Support 9/16/16 | Total Combined Allocation 9/16/16 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mecklenburg | $ 45,875,859 | $ 1,873,026 | $ 47,748,885 | - | - | - | $ 118,570 | | | $ 118,570 | $ 45,919,402 | $ 1,955,398 | $ 47,874,801 | | | - | $ 5,075,067 | $ 177,867 | $ 5,252,934 | $ 46,994,469 | $ 1,873,026 | $ 48,867,535 |
| Mitchell | $ 637,336 | $ 80,000 | $ 717,336 | - | - | - | $ 1,464 | | | $ 1,464 | $ 638,195 | $ 80,000 | $ 718,195 | | | - | $ 158,570 | - | $ 158,570 | $ 638,795 | $ 80,000 | $ 718,795 |
| Montgomery | $ 611,194 | $ 80,000 | $ 691,194 | - | - | - | $ 7,353 | | | $ 7,353 | $ 611,885 | $ 80,000 | $ 691,885 | | | - | $ 38,563 | - | $ 38,563 | $ 618,848 | $ 80,000 | $ 698,848 |
| Moore | $ 2,020,100 | $ 141,998 | $ 2,012,098 | - | - | - | $ 2,929 | | | $ 2,929 | $ 2,023,029 | $ 80,000 | $ 2,103,029 | | | - | $ 318,840 | $ 43,990 | $ 362,843 | $ 2,073,867 | $ 141,998 | $ 2,215,865 |
| Nash | $ 2,539,183 | $ 108,545 | $ 2,640,728 | - | - | - | $ 4,084 | | $ 100,335 | $ 104,419 | $ 2,639,600 | $ 105,545 | $ 2,745,145 | | | - | - | - | - | $ 2,639,600 | $ 105,545 | $ 2,745,145 |
| New Hanover | $ 7,410,847 | $ 777,532 | $ 7,988,379 | - | - | - | $ 70,584 | | | $ 70,584 | $ 6,888,936 | $ 271,537 | $ 6,888,658 | | | - | $ 524,474 | - | $ 524,474 | $ 7,481,410 | $ 271,532 | $ 7,752,942 |
| Northampton | $ 811,985 | $ 83,010 | $ 894,575 | - | - | - | $ 2,500 | | | $ 2,500 | $ 726,381 | $ 80,000 | $ 806,381 | | | - | $ 87,694 | $ 3,016 | $ 90,694 | $ 814,075 | $ 83,016 | $ 897,075 |
| Onslow | $ 8,190,103 | $ 567,458 | $ 8,757,561 | - | - | - | $ 18,444 | $ (346,740) | | $ (327,296) | $ 8,862,806 | $ 567,458 | $ 9,430,264 | | | - | - | - | - | $ 8,862,806 | $ 567,458 | $ 9,430,264 |
| Orange | $ 5,152,077 | $ 219,994 | $ 5,371,571 | - | - | - | $ 21,280 | | | $ 21,280 | $ 4,588,491 | $ 169,964 | $ 4,758,455 | $ 181,669 | $ 19,000 | $ 201,669 | $ 766,339 | $ 40,000 | $ 806,339 | $ 5,354,830 | $ 229,964 | $ 5,584,794 |
| Pamlico | $ 572,321 | $ 80,000 | $ 652,321 | - | - | - | $ 525 | | | $ 525 | $ 514,174 | $ 80,000 | $ 594,174 | | | - | $ 58,972 | - | $ 58,972 | $ 573,146 | $ 80,000 | $ 653,146 |
| Pasquotank | $ 1,884,233 | $ 80,000 | $ 1,964,233 | - | - | - | $ 86 | | | $ 86 | $ 1,884,319 | $ 80,000 | $ 1,964,319 | | | - | - | - | - | $ 1,884,319 | $ 80,000 | $ 1,964,319 |
| Pender | $ 1,550,966 | $ 80,000 | $ 1,630,966 | - | - | - | $ 6,194 | | | $ 6,194 | $ 1,550,394 | $ 80,000 | $ 1,482,394 | $ 58,474 | | $ 58,474 | $ 333,240 | - | $ 333,240 | $ 1,883,634 | $ 80,000 | $ 1,963,634 |
| Perquimans | $ 453,172 | $ 80,462 | $ 533,632 | - | - | - | - | | | - | $ 370,050 | $ 80,000 | $ 450,050 | | | - | $ 82,122 | $ 8,990 | $ 90,112 | $ 452,172 | $ 88,990 | $ 541,162 |
| Person | $ 1,444,675 | $ 80,000 | $ 1,524,675 | - | - | - | 10,376 | | | $ 10,376 | $ 1,209,259 | $ 80,000 | $ 1,309,259 | | | - | $ 326,996 | - | $ 326,996 | $ 1,535,255 | $ 80,000 | $ 1,615,255 |
| Pitt | $ 5,827,412 | $ 349,215 | $ 6,076,634 | - | - | - | 19,476 | | | $ 19,476 | $ 5,127,895 | $ 336,327 | $ 5,464,222 | $ 245,068 | $ 11,448 | $ 256,516 | $ 824,009 | $ 34,304 | $ 858,313 | $ 5,951,904 | $ 370,631 | $ 6,322,535 |
| Polk | $ 630,756 | $ 80,000 | $ 710,756 | - | - | - | 3,157 | | | $ 3,157 | $ 492,270 | $ 80,000 | $ 572,270 | $ 15,214 | | $ 15,214 | $ 80,856 | - | $ 80,856 | $ 573,126 | $ 80,000 | $ 653,126 |
| Randolph | $ 6,180,875 | $ 254,897 | $ 6,435,772 | - | - | - | 18,994 | | | $ 18,994 | $ 4,402,252 | $ 101,997 | $ 4,504,137 | | | - | $ 757,610 | $ 103,000 | $ 860,610 | $ 5,159,862 | $ 204,997 | $ 5,364,859 |
| Richmond | $ 1,618,671 | $ 87,000 | $ 1,705,671 | - | - | - | 3,114 | $ 28,084 | | $ 31,198 | $ 1,448,872 | $ 80,000 | $ 1,528,872 | | | - | $ 187,000 | $ 7,000 | $ 194,000 | $ 1,641,872 | $ 87,000 | $ 1,728,872 |
| Robeson | $ 6,618,417 | $ 305,471 | $ 7,223,888 | - | - | - | 20,547 | $ 105,357 | | $ 125,904 | $ 5,730,195 | $ 359,496 | $ 6,089,691 | $ 336,100 | | $ 336,100 | $ 1,052,239 | $ 52,027 | $ 1,104,201 | $ 7,782,434 | $ 364,471 | $ 8,146,905 |
| Rockingham | $ 3,076,857 | $ 177,717 | $ 3,227,574 | - | - | - | 18,494 | | | $ 18,494 | $ 2,639,032 | $ 108,513 | $ 2,747,545 | | | - | $ 478,089 | $ 19,184 | $ 498,253 | $ 3,118,121 | $ 127,717 | $ 3,245,838 |
| Rowan | $ 3,975,235 | $ 166,601 | $ 4,141,185 | - | - | - | 16,473 | $ 60,204 | | $ 76,674 | $ 3,657,809 | $ 194,051 | $ 4,217,860 | | | - | - | - | - | $ 3,657,809 | $ 194,051 | $ 4,211,860 |
| Rutherford | $ 2,606,169 | $ 121,902 | $ 2,737,365 | - | - | - | 12,290 | $ (12,550) | | $ (260) | $ 2,297,175 | $ 95,302 | $ 2,392,477 | $ 102,573 | $ 12,200 | $ 114,773 | $ 410,384 | $ 45,600 | $ 456,084 | $ 2,707,488 | $ 144,102 | $ 2,851,571 |
| Sampson | $ 2,229,285 | $ 92,596 | $ 2,321,881 | - | - | - | 5,729 | | $ 52,173 | $ 57,902 | $ 2,297,187 | $ 92,596 | $ 2,379,783 | | | - | - | - | - | $ 2,297,187 | $ 92,596 | $ 2,379,783 |
| Scotland | $ 1,791,756 | $ 97,000 | $ 1,793,168 | - | - | - | - | | | - | $ 1,539,582 | $ 80,000 | $ 1,619,582 | $ 84,076 | $ 4,000 | $ 88,076 | $ 318,312 | $ 16,000 | $ 334,312 | $ 1,857,894 | $ 96,596 | $ 1,954,490 |
| Stanly | $ 2,012,862 | $ 98,373 | $ 2,111,235 | - | - | - | 4,586 | | | $ 4,586 | $ 1,595,066 | $ 80,000 | $ 1,675,066 | | | - | $ 422,462 | $ 19,173 | $ 441,635 | $ 2,017,528 | $ 99,173 | $ 2,116,701 |
| Stokes | $ 1,398,297 | $ 80,000 | $ 1,478,297 | - | - | - | 14,318 | | | $ 14,318 | $ 1,109,844 | $ 80,000 | $ 1,189,844 | | | - | $ 351,771 | - | $ 351,771 | $ 1,461,615 | $ 80,000 | $ 1,541,615 |
| Surry | $ 2,369,445 | $ 111,177 | $ 2,480,587 | - | - | - | 11,019 | | | $ 11,019 | $ 1,966,591 | $ 81,124 | $ 2,046,715 | | | - | $ 416,838 | $ 30,053 | $ 446,891 | $ 2,383,429 | $ 111,177 | $ 2,494,606 |
| Swain | $ 780,944 | $ 80,000 | $ 860,944 | - | - | - | 3,463 | | | $ 3,463 | $ 705,403 | $ 80,000 | $ 785,403 | | | - | $ 79,000 | - | $ 79,000 | $ 784,403 | $ 80,000 | $ 864,403 |
| Transylvania | $ 1,074,858 | $ 80,000 | $ 1,154,858 | - | - | - | 596 | $ (38,000) | | $ (34,808) | $ 930,353 | $ 80,000 | $ 1,010,353 | | | - | $ 110,000 | - | $ 110,000 | $ 1,040,353 | $ 80,000 | $ 1,120,353 |
| Tyrrell | $ 106,049 | $ 80,000 | $ 186,049 | - | - | - | - | | | - | $ 106,049 | $ 80,000 | $ 186,049 | | | - | - | - | - | $ 106,049 | $ 80,000 | $ 186,049 |
| Union | $ 5,263,669 | $ 341,146 | $ 5,604,815 | - | - | - | 10,108 | | $ 145,436 | $ 155,543 | $ 4,453,426 | $ 140,548 | $ 4,873,974 | | | - | $ 953,788 | $ 180,800 | $ 1,034,588 | $ 5,419,213 | $ 341,146 | $ 5,760,359 |
| Vance | $ 2,664,000 | $ 124,916 | $ 2,792,916 | - | - | - | 3,479 | $ (500,000) | | $ (496,521) | $ 1,760,630 | $ 93,536 | $ 1,844,062 | | | - | $ 420,948 | $ 31,381 | $ 452,329 | $ 2,181,578 | $ 124,916 | $ 2,306,494 |
| Wake | $ 33,368,089 | $ 1,478,471 | $ 35,788,184 | - | - | - | 177,401 | | | $ 177,401 | $ 30,729,186 | $ 1,293,218 | $ 32,018,374 | | | - | $ 6,706,415 | $ 185,267 | $ 6,891,682 | $ 36,435,601 | $ 1,478,485 | $ 37,914,086 |
| Warren | $ 705,046 | $ 80,225 | $ 785,271 | - | - | - | - | | | - | $ 567,048 | $ 80,000 | $ 647,048 | | | - | $ 130,000 | $ 10,225 | $ 140,225 | $ 697,048 | $ 90,225 | $ 787,273 |
| Washington | $ 684,107 | $ 81,584 | $ 765,691 | - | - | - | 4,584 | | | $ 4,584 | $ 565,847 | $ 81,884 | $ 647,731 | | | - | $ 111,744 | - | $ 111,744 | $ 677,591 | $ 81,884 | $ 759,475 |
| Watauga | $ 818,895 | $ 80,000 | $ 898,895 | - | - | - | 7,978 | $ (25,000) | | $ (17,022) | $ 579,621 | $ 80,000 | $ 659,621 | | | - | $ 121,778 | - | $ 121,778 | $ 701,621 | $ 80,000 | $ 781,621 |
| Wayne | $ 5,277,469 | $ 326,634 | $ 5,418,093 | - | - | - | 12,573 | | | $ 12,573 | $ 4,870,402 | $ 169,534 | $ 4,739,936 | | | - | $ 669,640 | $ 30,000 | $ 699,640 | $ 5,540,042 | $ 199,534 | $ 5,739,576 |
| Wilkes | $ 2,850,444 | $ 100,000 | $ 2,149,444 | - | - | - | 33,530 | | | $ 33,530 | $ 1,658,874 | $ 80,000 | $ 1,738,874 | | | - | $ 476,000 | $ 20,000 | $ 496,000 | $ 2,134,874 | $ 100,000 | $ 2,234,874 |
| Wilson | $ 3,997,507 | $ 244,525 | $ 4,237,032 | - | - | - | (1,030) | | | $ (1,030) | $ 3,991,522 | $ 244,525 | $ 4,236,047 | | | - | - | - | - | $ 3,991,522 | $ 244,525 | $ 4,236,047 |
| Yadkin | $ 585,566 | $ 80,000 | $ 665,566 | - | - | - | 12,411 | | | $ 12,411 | $ 452,978 | $ 80,000 | $ 532,978 | | | - | $ 140,696 | - | $ 140,696 | $ 593,374 | $ 80,000 | $ 673,374 |
| Yancey | $ 529,624 | $ 80,000 | $ 609,624 | - | - | - | 2,258 | $ (8,000) | | $ (5,742) | $ 318,732 | $ 80,000 | $ 398,732 | | | - | $ 3,120 | - | $ 3,120 | $ 321,852 | $ 80,000 | $ 401,852 |
| North Carolina | $ 381,844,873 | $ 19,124,404 | $ 400,969,277 | $ 23,864 | $ (23,864) | - | $ 1,483,692 | $ (1,388,628) | $ 1,388,628 | $ 1,483,692 | $ 348,676,372 | $ 19,807,878 | $ 368,484,250 | $ 1,642,883 | $ 69,833 | $ 1,709,866 | $ 38,004,110 | $ 2,338,864 | $ 40,143,864 | $ 384,678,322 | $ 19,187,533 | $ 403,865,854 |

Total Non Smart Start funding includes funding from the following sources: CCDF, TANF, IV-E and State appropriations.

AUTHORIZED SIGNATURE

Janice Fain for P. Shue

Pamela L. Shue, Director
Division of Child Development and Early Education

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board
**DATE:** 1-30-17
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| February Board Appointments | 1/30/2017 | Cover Memo |

**MONTHLY BOARD APPOINTMENTS**
**February 6, 2017**
**COMMISSION MEETING**

---

## ROWAN-IREDELL VFD FIRE COMMISSIONERS

There are three (3) vacancies and the following applications have been received:

- Todd Shue for reappointment
- Gail Sharpe for reappointment
- John Livengood for reappointment

The terms are for two (2) years beginning March 1, 2017 and expiring February 28, 2019.

## PERSONNEL BOARD

There is one (1) vacancy and the following application has been received:

- Shawn Edman

Please note Mr. Edman's county of residence is Iredell County. The Board of Commissioners (BOC) adopted a Resolution for Rowan County Appointment Process for Boards and Commissions in 2012, which states any citizen who resides in Rowan County is eligible to serve.

The Board is asked to consider whether it wishes to instruct the Clerk to advertise for additional applications, or, if it wishes to waive the residency requirement.

## PLANNING BOARD

There is one (1) vacancy and the following application has been received:

- Jack Fisher for reappointment

The term is for three (3) years beginning January 1, 2017 and expiring December 31, 2019. Mr. Fisher was serving the remainder of another member's term. If reappointed he is eligible to serve two (2) full terms.

## TOWN OF SPENCER PLANNING AND ZONING

There is one (1) vacancy and the following application has been received:

- James Franklin Sain for reappointment

The term is for three (3) years beginning March 1, 2017 and expiring February 29, 2020.

## LOCAL EMERGENCY PLANNING COMMITTEE

- Will DeShazor has resigned as the transportation representative
- Justin Hahn has submitted an application to fill the vacancy.

There are no term limits for this committee.

## HOUSING AUTHORITY

There is one (1) vacancy due to the recent passing of a member and the following application has been received:

- Doug H Jones

If appointed, Mr. Jones would fill the remainder of Olin Miles term which was set to expire August, 31, 2020 after which Mr. Jones would be eligible for reappointment.

**Current Vacancies**
Adult Care Home Advisory Committee – 10 Vacancies
City of Salisbury Zoning – ETJ – 1 Vacancy
Granite Quarry Planning – ETJ – 1 Vacancy
Historic Landmarks Commission – 2 Vacancies
Home and Community Care Block Grant Advisory Committee – 1 member of Region F Advisory Committee
Nursing Home Advisory Committee – 3 Vacancies
Zoning Board of Adjustment – 1 Vacancy

**Upcoming Vacancies**
City of Salisbury Zoning – ETJ – 2 Vacancies
Mount Mitchell VFD Fire Commissioners – 3 Vacancies
Nursing Home Advisory Committee – 3 Vacancies
Scotch-Irish VFD Fire Commissioners – 3 Vacancies
Therapeutic Recreation Board – 3 Vacancies
Woodleaf VFD Fire Commissioners – 3 Vacancies

Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144
704-216-8180
FAX: 704-216-8195

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES
**This application is a Public Record and must be fully completed to be considered**

| | |
|---|---|
| **Name:**<br>Todd Shue | **Date:**<br>01/23/2017 |
| **Address:**<br>5220 CHENAULT RD | **Home Phone:**<br>7047980039 |
| **City, State, Zip:**<br>CLEVELAND, North Carolina 27013 | **County of Residence:**<br>Rowan |
| **Email:**<br>youliftyoulose@hotmail.com | **Work Phone:**<br>7047980039 |
| **Education:** | |
| **Current Employer:**<br>Daimler trks | **Occupation:**<br>Resource, assembler |
| **I am interested in the following Board / Commission:**<br>Rowan-irredall vfd | |
| **Recent Community Activities:**<br>On vfd committee past yr,cumc trustee | |
| **Why do you feel you are qualified for this appointment:**<br>Want to help in and be part in community and support the vfd | |
| **Have you ever been convicted of a felony:**<br>No | |
| **If the answer is yes above, please explain:** | |
| **I have reviewed the information contained in this application, and by initialing below certy that the information is true and correct.**<br>Initial: Sts | |

Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144
704-216-8180
FAX: 704-216-8195

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES
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| | |
|---|---|
| **Name:**<br>Gail Wooten Sharpe | **Date:**<br>01/24/2017 |
| **Address:**<br>5015 S. River Ch. Rd. | **Home Phone:**<br>704-278-0651 |
| **City, State, Zip:**<br>Cleveland, NC 27013 | **County of Residence:**<br>Rowan |
| **Email:**<br>todd.sharpe.trucking@gmail.com | **Work Phone:**<br>704-881-8229 |
| **Education:**<br>West Rowan High School | |
| **Current Employer:**<br>Todd Sharpe Trucking, Inc. | **Occupation:**<br>Sec./Treas. |
| **I am interested in the following Board / Commission:**<br>Fire | |
| **Recent Community Activities:**<br>Rowan-Iredell Fire Dept. | |
| **Why do you feel you are qualified for this appointment:**<br>Served 2014-2016<br><br>Knowledge and involvement of R-I Fire Dept. for 30+years | |
| **Have you ever been convicted of a felony:**<br>No | |
| **If the answer is yes above, please explain:** | |
| **I have reviewed the information contained in this application, and by initialing below certy that the** | |

**information is true and correct.**

Initial: GWS

Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144
704-216-8180
FAX: 704-216-8195

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES
**This application is a Public Record and must be fully completed to be considered**

| | |
|---|---|
| **Name:**<br>John Curtis Livengood | **Date:**<br>01/20/2017 |
| **Address:**<br>15195 Cool Springs Rd. | **Home Phone:**<br>828-381-4260 |
| **City, State, Zip:**<br>Cleveland, NC 27013 | **County of Residence:**<br>Rowan |
| **Email:**<br>jlivengood@lockelaneconstruction.com | **Work Phone:**<br>828-381-4260 |
| **Education:**<br>Bachelors degree in Construction Management with minor in Business Administration | |
| **Current Employer:**<br>Locke-Lane Construction | **Occupation:**<br>Project Manager |
| **I am interested in the following Board / Commission:**<br>Fire Tax Commissioner Rowan-Iredell VFD Fire Commissioners | |
| **Recent Community Activities:**<br>Helped local farmers with building barns, fixing fences and other items around the local farms. | |
| **Why do you feel you are qualified for this appointment:**<br>I have been a lifetime member of the community. | |
| **Have you ever been convicted of a felony:**<br>No | |
| **If the answer is yes above, please explain:** | |
| **I have reviewed the information contained in this application, and by initialing below certy that the information is true and correct.**<br>Initial: JCL | |

Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144
704-216-8180
FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**
****This application is a Public Record and must be fully completed to be considered****

| | |
|---|---|
| **Name:**<br>Shawn Edman | **Date:**<br>12/26/2016 |
| **Address:**<br>130 S. Cromwell Dr. | **Home Phone:**<br>704-968-6938 |
| **City, State, Zip:**<br>Mooresville, NC 28115 | **County of Residence:**<br>Iredell |
| **Email:**<br>sppeters@novanthealth.org | **Work Phone:** |
| **Education:**<br>BS in Medical Imaging | |
| **Current Employer:**<br>Novant Health | **Occupation:**<br>Physician Liaison |
| **I am interested in the following Board/Commission:**<br>Personnel Commission | |
| **Recent Community Activities:**<br>Leadership Rowan | |
| **Why do you feel you are qualified for this appointment:**<br>I have supervised over 200 employees in my career and have dealt with many termination, appeals, reductions, etc. I have participated in EEOC hearings. I am very open minded and make my decisions based on facts, policies, and procedures. | |
| **Have you ever been convicted of a felony?**<br>No | |
| **If the answer is yes above, please explain:** | |
| **I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.**<br>**Initial:**se | |

Rowan County
JAN 17 2017
Manager's Office

**Rowan County Board of Commissioners**
**130 West Innes Street**
**Salisbury, NC 28144**
**704-216-8180**
**FAX: 704-216-8195**

## APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

***This application is a public record and must be fully completed to be considered***

| | |
|---|---|
| **NAME:** Jack H Fisher | **DATE:** 1-16-2017 |
| **ADDRESS** 6105 Long Ferry Rd | **HOME AND/OR CELL PHONE:** 704-636-2311 - 704 640-1276 |
| **CITY, STATE, ZIP:** Salisbury | **COUNTY OF RESIDENCE:** Rowan |
| **EMAIL ADDRESS:** JFisher22@carolina.rr.com | **WORK PHONE:** N/A |
| **EDUCATION:** college 2½ yrs | |
| **CURRENT EMPLOYER:** Retired | **OCCUPATION:** – |

**I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION:**

Planning Board

**RECENT COMMUNITY ACTIVITIES:**

Spencer Lions Club.
Franklin/Ellis Lions Club 41 yrs

**WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?**
**(ATTACH ADDITIONAL SHEETS IF NEEDED)**

Serve. 4 yrs 2009-2018

**HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES____ NO ✓**

**IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):**

**I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.**

Jack H Fisher

**Applicant Signature**

Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144
704-216-8180
FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**
****This application is a Public Record and must be fully completed to be considered****

| | |
|---|---|
| **Name:**<br>James Franklin Sain | **Date:**<br>11/10/2016 |
| **Address:**<br>2080 Hollywood Dr. | **Home Phone:**<br>7046333368 |
| **City, State, Zip:**<br>Salisbury, NC 28144 | **County of Residence:**<br>Rowan |
| **Email:**<br>jsain1@carolina.rr.com | **Work Phone:**<br>7046333368 |
| **Education:**<br>North Rowan HS-1965 NC State University BS Forestry-1969 | |
| **Current Employer:**<br>retired NC Forest Service | **Occupation:** |
| **I am interested in the following Board/Commission:**<br>Spencer Zoning Board of Adjustment ETJ represenative | |
| **Recent Community Activities:**<br>12 yrs Ellis VFD Board of Directors 12 yrs Spencer ZBA ETJ member | |
| **Why do you feel you are qualified for this appointment:**<br>12 yrs experience on Spencer ZBA | |
| **Have you ever been convicted of a felony?**<br>No | |
| **If the answer is yes above, please explain:** | |
| **I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.**<br>**Initial:**JFS | |

**Rowan County Board of Commissioners**
**130 West Innes Street**
**Salisbury, NC 28144**
**704-216-8180**
**FAX: 704-216-8195**

## APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

***This application is a public record and must be fully completed to be considered***

| | |
|---|---|
| **NAME:** Justin W Hahn | **DATE:** 11/29/2016 |
| **ADDRESS** 1914 N Tryon St | **HOME AND/OR CELL PHONE:** 704-996-3487 |
| **CITY, STATE, ZIP:** Charlotte, NC 28206 | **COUNTY OF RESIDENCE:** Rowan |
| **EMAIL ADDRESS:** justin.hahn@nscorp.com | **WORK PHONE:** 704-996-3487 |
| **EDUCATION:** AAS in OSH & BS in Environmental Management | |
| **CURRENT EMPLOYER:** Norfolk Southern Railway Corporation | **OCCUPATION:** Hazmat Compliance Officer |

**I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION:**
Local Emergency Planning Committee

**RECENT COMMUNITY ACTIVITIES:**

**WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?**
**(ATTACH ADDITIONAL SHEETS IF NEEDED)**

Committee Nomination due to community representation to specific membership catagory as defined by federal regulations for LEPC's.

**HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES____ NO ✓**

**IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):**

**I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.**

_____
**Applicant Signature**

Clear Print

**Rowan County Emergency Services**
2727 Old Concord Road, Suite E - Salisbury, NC 28146-8388
Phone 704-216-8900 Fax 704-216-8921

**MEMORANDUM**

TO: Aaron Church, County Manager
Board of Commissioners
FROM: Frank Thomason, Chief of Emergency Services
RE: Local Emergency Planning Committee Appointment Recommendation
DATE: 25 January, 2017

Recently, your Local Emergency Planning Committee (LEPC) had a change to the appointed membership due to individual promotions in the member entity. At a recent scheduled meeting, the committee agreed to request the following individuals for appointment:

- Mr. Justin Hahn – Norfolk-Southern Railroad

Mr. Hahn serves as the hazardous materials compliance officer for Norfolk-Southern. Hahn replaces Will DeShazor who has assumed new responsibilities with the company and has submitted his resignation from the LEPC. Hahn will serve as a transportation representative to the Committee.

The Rowan County LEPC was formally organized in 1990 by the Board of Commissioners in compliance with Title III of the Federal Superfund Amendments and Reauthorization Act of 1986 (SARA) for the following purposes:

(1) Establish procedures for reviewing and processing requests from the public for hazardous chemical and facility information under Federal Law.
(2) Develop and maintain chemical hazard/risk analysis.
(3) Develop and review emergency response procedures for off-site emergency response personnel.
(4) Identify private/public sector resources available to deal with hazardous materials emergencies.
(5) Identify private/public sector resources available to deal with natural and man-made emergencies.
(6) Review emergency plans submitted by the subcommittees and make recommendations on revisions of the plans that may be necessary to ensure coordination of such plans with emergency response plans of other emergency planning agencies.
(7) Exercise emergency response plans and update them accordingly.

The committee requests your positive consideration of this recommended appointment. If approved, this appointment will be forwarded to the North Carolina Emergency Response Commission for final approval.

Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144
704-216-8180
FAX: 704-216-8195

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES
**This application is a Public Record and must be fully completed to be considered**

| | |
|---|---|
| **Name:**<br>Doug H Jones | **Date:**<br>01/27/2017 |
| **Address:**<br>1620 Bellevue Rd | **Home Phone:**<br>7047629470 |
| **City, State, Zip:**<br>Salisbury, NC 28144 | **County of Residence:**<br>Rowan |
| **Email:**<br>doug.jones@nationwide.com | **Work Phone:**<br>7046366787 |
| **Education:**<br>Catawba College .....The American College | |
| **Current Employer:**<br>Nationwide Ins | **Occupation:**<br>Agent |
| **I am interested in the following Board / Commission:**<br>Rowan County Housing Board | |
| **Recent Community Activities:**<br>Past boards: Rowan Rescue,,United Way...active at Milford Hills | |
| **Why do you feel you are qualified for this appointment:**<br>I have served on this board before and feel will I will be up to speed fast...There is a huge need for housing in Rowan County | |
| **Have you ever been convicted of a felony:**<br>No | |
| **If the answer is yes above, please explain:** | |
| **I have reviewed the information contained in this application, and by initialing below certy that the information is true and correct.** | |

Initial: DHJ

**ROWAN COUNTY HOUSING AUTHORITY**

310 LONG MEADOW DRIVE • SALISBURY, NC 28147
(704) 633-8380 • FAX (704) 636-6277

Sara Potts • Executive Director • edrcha@carolina.rr.com

Rowan County
JAN 2 / 2017
Manager's Office

January 27, 2017

Mr. Gregg Edds, Chairman
Board of Rowan County Commissioners
130 West Innes Street
Salisbury, NC 28144

Dear Chairman Edds and Board Members:

The Resolution for Rowan County Appointment Process for Boards and Commissions states that "The Board of Commissioners wants to appoint qualified, knowledgeable, and dedicated people to serve on these boards and commissions and therefore solicits the interest and input of the citizens of Rowan County in making said appointments".

As Director of the Housing Authority I am charged with the administration of staff and assets in excess of $11,000,000.00. The Housing Authority Board of Commissioners closely monitors the operation of the Agency and is responsible for seeing that all policies are enforced. Our agency is responsible for administration of 194 units of public housing and 688 Section 8 Vouchers which includes ninety (90) special HUD-VASH Vouchers for Homeless Veterans.

The death of Board Member Olin Miles on November 23, 2016 has created a vacancy on the Housing Authority Board. We currently have a number of projects underway and would like to have this position filled as soon as possible. For this reason we prefer to have someone with experience who possesses genuine interest in the welfare of those who must rely on housing assistance.

I am writing to recommend Doug Jones to fill the vacancy. Doug is a business owner who served on the Housing Board in the past and was involved in the construction of our Administrative Offices in 1996.

Doug is thoroughly familiar with the mission of public housing whereby we aim to ensure safe, decent and affordable housing; create opportunities for residents' self- sufficiency and economic independence; and assure fiscal integrity by all program participants. Doug has many contacts in Salisbury and Rowan County who can provide valuable resources for us as we serve these individuals.

With his knowledge and expertise Doug Jones would be an asset to the Rowan County Housing Authority Board, and I would appreciate your consideration in appointing him to our Board to complete the unexpired term of Olin Miles.

Very truly yours,

Sara Potts
Executive Director

sp/s
cc: file

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolina Barger, Clerk to the Board
**DATE:** January 30, 2017
**SUBJECT:** To Consider Approval of The January 3, 2017 Closed Session Minutes

---

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the January 3, 2017 Closed Session minutes.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| No Attachments Available | | |

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

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | Carolyn Barger, Clerk to the Board |
| **DATE:** | January 30, 2017 |
| **SUBJECT:** | To Consider Real Property Purchase |

---

In accordance with North Carolina General Statute 143-318.11(a)(5), the Board is asked to enter into Closed Session to discuss a possible real property purchase.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| No Attachments Available | | |

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

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

**MEMO TO COMMISSIONERS:**

| | |
|---|---|
| **FROM:** | County Manager Aaron Church |
| **DATE:** | January 30, 2017 |
| **SUBJECT:** | To Discuss An Economic Development Matter Regarding Future Development on Julian Road and James River Company |

---

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(4) to discuss an economic development matter regarding future development on Julian Road and James River Company.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| No Attachments Available | | |

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church
**DATE:** January 30, 2017
**SUBJECT:** For Attorney-Client Privileged Communication Regarding the ROPES Course

---

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication regarding the ROPES Course.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| No Attachments Available | | |

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church
**DATE:** January 31, 2017
**SUBJECT:** To Discuss An Economic Development Matter Concerning AMREP

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The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(4) to discuss an economic development matter concerning AMREP.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| No Attachments Available | | |

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

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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church
**DATE:** January 31, 2017
**SUBJECT:** To Discuss An Economic Development Matter Concerning Atlantic Petroleum

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The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(4) to discuss an economic development matter concerning Atlantic Petroleum.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| No Attachments Available | | |