



**ROWAN COUNTY COMMISSION AGENDA**  
**May 1, 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: April 17, 2017

1 Consider Approval of Consent Agenda

- A. Dental Health Fee Schedule
- B. Proclamation Recognizing National Arson Prevention Week
- C. Timber Contract for Property Behind Fairgrounds
- D. Amendment of FY 16-17 HOME Action Plan
- E. Resolution Authorizing Acquisition of Real Property at 1435 Julian Road, Salisbury, NC
- F. Authorize County Manager to Pay Bonuses to Deputies Who Work Any County Recognized Holiday for City of Salisbury

2 Special Recognition

3 Public Comment Period

- 4 Quasi-judicial Hearing for CUP 02-17; Keaton
- 5 Consider Approval of Northeastern Rowan Water Line Agreement With Duke Energy
- 6 Discussion Regarding July Meeting Schedule
- 7 Consider Approval of Board Appointments
- 8 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:** April 24, 2017  
**SUBJECT:** Consider Approval of the Minutes: April 17, 2017

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**ATTACHMENTS:**

**Description**

April 17, 2017 Minutes

**Upload Date**

4/26/2017

**Type**

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**

**April 17, 2017 – 6:00 PM**

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

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**  
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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 pulled Consent Agenda item A (Proclamation To Establish May As Shield-A-Badge With Prayer Awareness Month) and placed the matter on the agenda as item #5a.
- Chairman Edds pulled Consent Agenda item G (Accept Funding From Connect Bond Grant For Ellis Park) and placed the issue on the agenda as item #5b.

#### **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 April 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 Greene and passed unanimously.

The Consent Agenda consisted of the following:

- A. Proclamation To Establish May As Shield-A-Badge With Prayer Awareness Month (placed on the regular agenda as item #5a)
- B. Proclamation for Law Enforcement Week

WHEREAS, in 1962, President John F. Kennedy signed a Presidential Proclamation that set aside May 15<sup>th</sup> as National Peace Officers' Memorial Day and the week of May 14-20 as National Police Week; and

WHEREAS, the members of all the law enforcements agencies in Rowan County play an essential role in safeguarding the rights and freedoms of all our citizens; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agencies; and

WHEREAS, members of our law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, law enforcement officers, past and present, have faithfully and loyally rendered a dedicated service to this County and have established for themselves an enviable and enduring reputation to preserving the rights and security of all citizens.

THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby proclaim May 14 - 20, 2017 as LAW ENFORCEMENT WEEK.

NOW, THEREFORE BE IT FURTHER PROCLAIMED that the Rowan County Board of Commissioners calls upon all citizens of Rowan County to observe May 18, 2017 as PEACE OFFICERS' MEMORIAL DAY in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

**C. Proclamation for Relay for Life "Paint the County Purple" Week**

WHEREAS, cancer is a group of diseases characterized by uncontrolled growth and spread of abnormal cells which, if not controlled, can result in death; and

WHEREAS, Relay for Life is the signature activity of the American Cancer Society and celebrates cancer survivors and caregivers, and remembers those lost to the disease; and

WHEREAS, the American Cancer Society is a voluntary community-based health organization dedicated to eliminating cancer as a major health problem; and

WHEREAS, Relay For Life is a fun-filled event designed to celebrate survivorship and money raised during the Relay for Life of Rowan County helps to save lives, helps individuals get well, stay well and find cures to fight back.

NOW, THEREFORE, BE IT RESOLVED that the Rowan County Board of Commissioners does hereby proclaim April 29, 2017 through May 6, 2017 as "PAINT THE COUNTY PURPLE" WEEK and encourages citizens to participate in Relay For Life events throughout the County.

- D. Refunds for Approval
- E. Set Quasi-Judicial Hearing for CUP 02-17 for May 1, 2017
- F. Resolution Requesting Restoration to Counties of the Statutorily Authorized Appropriation of Lottery funds

WHEREAS, pursuant to Chapter 18C of the North Carolina General Statutes "the North Carolina State Lottery Act and the 2005 Appropriations Act was signed into law establishing the North Carolina Education Lottery. The act created the nine member North Carolina Lottery Commission to initiate, supervise and administer the education lottery"; and

WHEREAS, the North Carolina Education Lottery was promoted and supported on the basis of proceeds enhancing local governments' ability to adequately provide for education expenses; and

WHEREAS, the distribution to counties budgeted from proceeds in FY 2015-2016 has been drastically reduced to \$100 million in contrast to \$208 million at the previous statutory funding rate of 40%, which amounted to \$1,366,166 in Rowan County in contrast to \$2,841,625 at the 40% rate; and

WHEREAS, pursuant to State law, the lottery funds that are allocated to the counties can be used for education for capital outlay projects, including the planning, construction, enlargement, improvement, repair or renovation of public school buildings and for the purchase of land for public school buildings or for equipment to implement a local school technology plan (NCGS 115-546.2); and

WHEREAS, it is extremely difficult for the Boards of Commissioners and Boards of Education across this State to plan for improvements in school buildings and for technology equipment with the reduction of lottery funds.

NOW, THEREFORE, BE IT RESOLVED, that the Rowan County Board of Commissioners respectfully requests that the Governor and the North Carolina General Assembly support the allocation to counties at their statutorily authorized portion of educational lottery funds to be used for capital needs and technology.

BE IT FURTHER RESOLVED that copies of this Resolution are forwarded to the Local Legislative Delegation to the North Carolina General Assembly, the North Carolina Association of County Commissioners and to the other 99 North Carolina counties.

- G. Accept Funding From Connect Bond Grant For Ellis Park (placed on the agenda as item #5b)
- H. Resolution Authorizing Sale of Property – EVG Associates, LLC

WHEREAS, the County of Rowan owns certain property, identified as Tax Parcel 402C 003 (0.389 acres) and Tax Parcel 402 090 (0.007 acres) located off Julian Road; and

WHEREAS, North Carolina General Statute § 160A-269 permits the county to sell property by upset bid, after receipt of an offer for the property; and



WHEREAS, the County has received an offer to purchase the property described above, in the amount of \$8,597 submitted by EVG Associates, LLC.

THEREFORE, THE ROWAN COUNTY COMMISSIONERS RESOLVE THAT:

1. The Rowan County Commissioners authorized the sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The Clerk to the Board published the proposed sale in the Salisbury Post and on the Rowan County Website describing the property, the amount of the offer, and the terms under which the offer could be upset.
3. The terms of the final sale are that the County Commissioners must approve the final high offer before the sale is closed and within 30 days after the final upset bid period has passed.
4. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
5. No upset bids were received in the office of the Clerk to the Board within the 10 days following the published notice of sale.

The offer set forth above is hereby accepted and the County shall convey the property.

## **2. ANNOUNCEMENTS**

Chairman Edds announced there would be a Community Job Fair on April 19, 2017. The event would include 50 employers and be held at the West End Plaza in Salisbury, North Carolina.

## **3. PUBLIC COMMENT PERIOD**

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

- Ronnie Smith provided the Board with a handout and an update regarding the Rowan County Vietnam Veterans Memorial. Mr. Smith also reported significant progress was being made on a cemetery project. Mr. Smith referenced the agenda item for Crimestoppers and expressed hope that two (2) previously rejected contributions to the agency might be reconsidered. Lastly, Mr. Smith asked for a Closed Session with the Board or the opportunity to meet with each Commissioner individually.

With no one else wishing to address the Board, Chairman Edds closed the Public Comment Period.

## **4. PROCLAMATION FOR ANIMAL SHELTER VOLUNTEER APPRECIATION WEEK**

Animal Services Director Bob Pendergrass provided a power point as he talked about the Volunteer Program (Program) at the Rowan County Animal Shelter. Mr. Pendergrass said when the Program began in October there had been a little trepidation due to the uncertainty of what the volunteer response would be. Mr. Pendergrass said since that time, the Program had been totally validated. Mr. Pendergrass said there were a lot of people volunteering their time to make a difference.

According to Mr. Pendergrass, Animal Services had approximately 2,558 cats and 2,061 dogs come through the Shelter in 2016. Mr. Pendergrass said 2,091 cats and 1,612 dogs were adopted out to new owners in 2016. The Shelter is open 6 days a week to public; however, care has to be provided to the animals 7 days a week.

Mr. Pendergrass reviewed the volunteers and the tasks they assist with such as enclosure cleaning, walking dogs, helping with adoption events, helping to find adopters, etc. Mr. Pendergrass encouraged anyone interested volunteering to please come by the Shelter.

Mr. Pendergrass expressed appreciation for the volunteers and also those who adopt the animals.

Chairman Edds also expressed sincere gratitude for what the volunteers do each day. Chairman Edds then read the following Proclamation:

WHEREAS, companion animals are an integral part of the quality of life in Rowan County; and

WHEREAS, the Rowan County Animal Shelter provides a response to the needs of our community, keeping animals and humans safe from harm, and locating homes for animals in need; and

WHEREAS, Rowan County Animal Shelter Staff and the animals under the care of Rowan County Animal Shelter are greatly benefited through the efforts of volunteers; and

WHEREAS, these volunteers, under no obligation to do so and through the generosity of their passion for wanting to help animals and in support of the goal of quality care for our shelter animals, step forward to make a difference; and

WHEREAS, volunteer efforts occur in various forms - be it through helping staff maintain a clean and healthy environment for the animals; to helping provide exercise, personal affection and attention; by taking pictures and videos to provide marketing for adoptions; by raising funds to provide medicine, medical equipment and additional infrastructure; by providing logistical support for adoption events, providing foster care, and many other forms of generosity; and

WHEREAS, the quality of public service is greatly enhanced by the unselfish dedication of volunteers that help Rowan County Animal Shelter staff do their work.

NOW, THEREFORE, BE IT PROCLAIMED, by the Rowan County Board of Commissioners that the week of April 23-29, 2017 is recognized as ANIMAL SHELTER VOLUNTEER APPRECIATION WEEK and the Board calls upon all citizens to recognize the selfless efforts of Shelter volunteers for their dedication in caring for the animals of Rowan County.

Chairman Edds moved, Commissioner Pierce seconded and the vote to approve the Proclamation passed unanimously.

Chairman Edds called all volunteers forward. Each volunteer was presented with the Proclamation and a gift card. A round of applause followed the presentation.



Commissioner Pierce thanked the volunteers and also conveyed his appreciation to Mr. Pendergrass for the excellent job he had done since taking over Animal Services. Commissioner Pierce expressed hope that Rowan County's Shelter would continue in its positive direction and become the best Shelter in the State.

## **5. PROCLAMATION HONORING JACOB F. ALEXANDER, III**

Chairman Edds said Rowan County and the North Carolina Board of Transportation had a dedicated board member in Jake Alexander. Chairman Edds said with the change of the new Governor, Mr. Alexander's term on the Board of Transportation had concluded. Chairman Edds continued by saying the County wished to honor Mr. Alexander for all that he did for Rowan County while serving on the Board of Transportation.

Chairman Edds read the following Proclamation:

WHEREAS, the Rowan County Board of Commissioners hereby recognizes Jacob "Jake" F. Alexander, III as a public servant for the citizens of Rowan County and the Great State of North Carolina; and

WHEREAS, Jake Alexander is a resident of Rowan County who served a four-year term of April 2013 – February 2017 as a member of the North Carolina Board of Transportation where he championed transportation enhancements that will continue to shape the structure of our County and State; and

WHEREAS, during his tenure on the Board of Transportation, he served as Committee Chairman of the Highway Committee; and

WHEREAS, through Jake Alexander's visionary leadership, transportation investments progressed for long-term solutions that include but are limited to:

- The passage and implementation of the Strategic Transportation Investments (STI) law
- Significant enhancements in revenue streams to fund a better transportation system
- The accelerated advancement of hundreds of projects as a result of a combination of STI, additional funding and creative solutions to accelerate project delivery
- The resolution of a two decades long challenge advancing the replacement of the Bonner Bridge
- The construction start of the Monroe Bypass, which was delayed for over a decade
- Significant improvements in customer service at the Department of Motor Vehicles (DMV) and technology advancements that allow for online renewals and more secure drivers licenses
- Incredible responses to challenging weather events

NOW, THEREFORE, BE IT PROCLAIMED THAT the Rowan County Board of Commissioners does hereby honor Jacob F. Alexander, III for his dedication and commitment in serving the citizens of Rowan County.

A round of applause followed the reading, as well as a standing ovation.

Chairman Edds called Mr. Alexander forward for the Proclamation to be presented by the Board of Commissioners.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the Proclamation passed unanimously.

**ADDITION**

**5A. PROCLAMATION FOR SHIELD A BADGE WITH PRAYER AWARENESS MONTH**

(This item was pulled from the Consent Agenda).

Chaplain Michael Taylor thanked the Board for its support of the Shield A Badge With Prayer Program (Program). Chaplain Taylor said the Program was in its 22<sup>nd</sup> year in Rowan County. Chaplain Taylor said he receives calls from all over the country from people interested in starting the Program in their communities. Chaplain Taylor gave God the praise for the Program's success and said his heart was for all law enforcement officers and the work they do. Chaplain Taylor said prayers made a difference in protecting the officers and saving their lives.

Chaplain Taylor also mentioned the Proclamation on the Consent Agenda for Law Enforcement Week. Chaplain Taylor said the Proclamation was in honor of the officers who had given their lives. Chaplain Taylor conveyed his appreciation for all law enforcement officers.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the Proclamation passed unanimously.

The Proclamation read as follows:

WHEREAS, the Shield-A-Badge With Prayer program works to affirm the commitment of Rowan County Law Enforcement Officers and encourages citizen awareness and appreciation for these officers; and

WHEREAS, the program invites citizens to commit to pray for an officer every day for one year and to send birthday cards and notes of thanks to these officers; and

WHEREAS, through the generosity of individuals, businesses and churches that have donated services and fundraisers, 10,000 Bibles, 3,700 Shield-A-Badge Bible Promise Books and 11,000 New Testaments have been purchased to be given away; and

WHEREAS, the Shield-A-Badge With Prayer program began in 1995 in Rowan County, by Chaplain Michael Taylor and has begun to expand statewide, reaching out to other counties, municipalities, colleges, hospitals, correctional facilities, 911 communicators, probations officers, animal control officers, state highway patrol troopers, fire departments, Clerk of Court employees, magistrates, judges, District Attorney's Office, County Commissioners, sheriffs, and attorneys; and

WHEREAS, through the dedication and travels of Chaplain Taylor, counties from across the state are receiving encouragement and training for chaplains.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby establish the month of May as Shield-A-Badge With Prayer Awareness Month.

**5b. ACCEPT FUNDING FROM CONNECT BOND GRANT FOR ELLIS PARK**

(This item was pulled from the Consent Agenda).

Don Bringle, Facilities and Parks Director discussed the Parks Master Plan (Plan) and the significance the Plan had in securing funding for the Connect Bond Grant for Ellis Park. The funding would be used to pour a rubber type surface on the Ellis Park playground. Some equipment would also be replaced. Mr. Bringle reported approximately 45 applications had been submitted and 18 were selected for funding. The total grant was for approximately \$331,000.



Mr. Bringle mentioned the RFP process and said the design would be brought back to the Board for approval.

Commissioner Greene moved to accept the grant. The motion was seconded by Commissioner Klusman and passed unanimously.

## **6. CONSIDER APPROVAL OF FSW 01-17**

Planner Franklin Gover presented a request from Stacy and April Childers for a family subdivision waiver (FSW) to allow a new lot to be created from their property located at the 17600 block of Mooresville Road, further referenced as Rowan County Tax Parcel 575 006. The new parcel was for Edward and Candace David, parents of the property owners. Previously three (3) family subdivision parcels were approved administratively, plus a minor subdivision approved from parcel 575 006. The Rowan County Subdivision Ordinance allows up to three (3) new family parcels to be approved administratively. The fourth new parcel requires Board of Commissioners approval.

Mr. Gover reviewed the criteria listed in the Staff Report for the Board to consider in the approval process.

Chairman Edds asked if the petitioner would like to provide any comments. The petitioner was not present; however, Linda Brooks came forward to address the Board.

Ms. Brooks said her family members present were Diane Davis and Randy Boyd. Ms. Brooks referenced the power point and said her family owned the road in question. Ms. Brooks expressed concern with the clearing taking place and talked about the runoff that had gone down to where their cattle were located.

Mr. Gover said the drainage into pond had been reported to the County's erosion control specialist. Mr. Gover said he had seen no evidence contrary to the fact the easement was on the Childer's (applicant) property. Mr. Gover said the preliminary plat was in the agenda packet.

Commissioner Caskey questioned the easement process. Mr. Gover said the easement was previously recorded and was not new for the homes in the FSW. Mr. Gover said the easement was created in 2005 to provide the access.

Commissioner Pierce suggested tabling the issue due to the confusion to determine if the easement was recorded.

County Attorney Jay Dees said the easement being talked about was for parcel #1 for those requesting the subdivision. Mr. Dees said a survey had been submitted.



Chairman Edds agreed with Commissioner Pierce's suggestion to table the issue.

Discussion ensued and Mr. Gover and Mr. Dees said the surveyor would be asked to locate the actual gravel road.

Mr. Dees for purposes of the subdivision on paper, the question before the Board was whether the subdivision plat met the County's requirements and the answer was yes. Mr. Dees said it would be an additional expense for the property owners to locate the actual road if it was within the 20 feet in question.

Chairman Edds asked how family members would get to tract 5 if they did not use Lowrance Drive coming in off Mooresville Road.

Mr. Gover said staff would speak with the property owners and put the matter back on the May 1, 2017 agenda.

Commissioner Pierce moved to table the request to the next meeting. Chairman Edds seconded the motion.

Mr. Dees said staff would bring a report back to the next meeting as he was uncertain whether survey work could be completed in time.

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

#### **7. CONSIDER APPROVAL OF WORK AUTHORIZATION FOR AIRPORT RUNWAY OVERLAY CROWN AND GROOVE**

County Manager Aaron Church asked the Board to consider approving Talbert Bright and Ellington's (TBE) work authorization for the runway overlay project. Mr. Church said late last year the County was awarded a grant, which required a 10% match for the project. Mr. Church said the estimated cost was \$3 million and engineering fees were not to exceed \$308,000.

Mr. Church said the County hired another engineering firm to perform an independent fee analysis. Mr. Church said the County used the analysis to compare to TBE's fee and had been able to negotiate a more favorable fee. Mr. Church said both fees were sent to the State and the State approved TBE's fees. Mr. Church said once the work authorization was approved, the design would start. The design would be brought back to the Board to approve to go out to bid for construction.

Chairman Edds requested the Board come up with a timeline for TBE.

Commissioner Pierce moved to approve the work authorization. The motion was seconded by Commissioner Greene and passed unanimously.

Chairman Edds said he wanted TBE to get with the County Manager to establish a timeline of performance for the project. Commissioner Greene concurred and said he also wanted to ensure a timeline was established.

**8. CONSIDER APPROVAL OF DESIGN FOR AIRPORT CONFERENCE ROOM**

Architect Bill Burgin with Ramsay, Burgin and Smith Architects (RBS) discussed the information in the agenda packet, which included a plan and 3-D image for the design of the Airport conference room. Mr. Burgin asked for Board approval so RBS could release the drawings for bids. Mr. Burgin said he should have a figure for the Board in about a month.

Mr. Burgin reported 872 square feet would be added to the existing terminal, renovating 600 square feet within the existing terminal with a couple of alternates.

Chairman Edds asked Mr. Burgin to follow up with the Airport Director about using the Airport's new name (Mid Carolina Airport) on the façade.

Commissioner Pierce moved to approve the design for the Airport conference room. The motion was seconded by Commissioner Klusman and passed unanimously.

**9. CONSIDER CRIMESTOPPERS REQUEST FOR FUNDING**

County Manager Aaron Church said the County had received a request from Crimestoppers seeking funding in the amount of \$1,500 to continue the p3tips online tip reporting program. Mr. Church said he had replaced the item in the next budget however he understood a board member might wish to consider putting the money in the current budget.

Attorney Brad Nance and Landis Detective Captain Roger Hosey discussed the Crimestoppers Program (Program) and the way information was collected and considered for rewards.

Commissioner Caskey moved to fund \$1500 for this year and the funds come from contingency funds. The motion was seconded by Commissioner Pierce and passed unanimously.

**10. FINANCIAL REPORT**

Finance Director Leslie Heidrick provided the Board with several graphs depicting the County's current financial status compared to prior years.

With regards to the annual cumulative revenue comparisons, Ms. Heidrick reported approx. \$110 million had been received through the month of March.

Ms. Heidrick discussed the annual cumulative expenditure comparisons and highlighted the major differences when compared to prior years.

According to Ms. Heidrick, the property tax collections received totaled \$73.7 million, which is 96 percent of the budget.

Ms. Heidrick referred to the sales tax graph and said December 2016 was the best month in Rowan County history with nearly \$2 million in one (1) month.

**11. CLOSED SESSION**

Chairman Edds moved at 7:22 p.m. for the Board enter into Closed Session in accordance with North Carolina General Statute § 143-318.11(a)(1) to consider approval of the March 6, 2017 Closed Session minutes; §143-318.11(a)(5) to discuss a possible real property purchase; § 143-318.11(a)(3) for attorney-client privileged communication regarding a pending zoning appeal. Commissioner Greene seconded and the motion passed unanimously.

The Board returned to Open Session at 7:38 p.m. No action was taken.

**12. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 7:38 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:** Nina Oliver, Public Health Director  
**DATE:** April 17th 2017  
**SUBJECT:** Dental Health Fee Schedule

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Rowan County Health Department's (RCHD) Smile Center is proposing a change in its current dental fee schedule. The Smile Center has completed small reviews and revisions to the fee schedule over the years. Unfortunately, a full revision hasn't been completed in almost ten years. As we are preparing to start accepting prenatal clients in dental, we took a closer look at the fee schedule. After careful consideration, the decision for a twenty percent increase across restoration procedure fees was made. Restoration treatments are expensive procedures that usually take at least forty-five minutes to an hour for completion. Supply & salary cost per procedure was combined to determine the service costs. The Smile Center's salary costs often exceed the fee charged for restoration treatments without the inclusion of supply and instrument prices. The Smile Center hopes to reduce the financial gap with a 20 percent increase on specific procedures.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Dental Fee Schedule Memo	4/17/2017	Cover Memo
Dental Fee Schedule Spreadsheet	4/17/2017	Cover Memo

**To:** Rowan County Board of Commissioners  
**From:** Nina Oliver, Public Health Director  
Tykeisha Carter, OAIH  
**Date:** April 17<sup>th</sup>, 2017  
**Re:** Smile Center Dental Fee Schedule

### **Situation**

Rowan County Health Department's (RCHD) Smile Center is proposing a change in its current dental fee schedule. The changes were created based on a comparison of salary and supply costs for each procedure. The method used for changes included shadowing dental staff to figure out which clinic supplies were used and how much human resource time is needed in each procedure. Supply & salary cost per procedure was combined to sum the total procedure cost. After careful consideration, the decision for a twenty percent increase across restoration procedure fees was made. Restoration treatments are expensive procedures that usually take at least forty-five minutes to an hour for completion. These treatments include cavity fillings/resin composites, stainless steel crowns, extractions of erupted or impacted teeth, root canals, and many other procedures. The Smile Center's salary costs often exceed the fee charged for restoration treatments without the inclusion of supply and instrument prices.

### **Background**

The Smile Center has completed small reviews and revisions to the clinic fee schedule over the years. Unfortunately, a full revision hasn't been completed in almost ten years. As we are preparing to start accepting prenatal clients in dental, we took a closer look at the fee schedule. We also looked at dental fee schedules from Iredell, Orange, and Cleveland counties. When updating a fee schedule, it's not based off of other counties fees, but by examining their fees, we could see that we were substantially under priced and many of the fees were not covering enough of the costs. The Smile Center hopes to reduce the financial gap with a 20 percent increase on specific procedures.

### **Assessment**

The Smile Center will apply a twenty-percent increase to restoration procedure fees on the current fee schedule (see dental fee schedule).

### **Recommendation**

The health department is respectfully recommending that the Board of Commissioners approve the new 2017 Smile Center Fee Schedule. The Rowan County Board of Health has reviewed the fee schedule and approved it during a regular board meeting on Tuesday April 11<sup>th</sup> 2017.

Service Code	Service/Procedure	Current Fees	New Fees (20% Increase)	Increase Amount
D0120	Periodic Oral Exam	\$ 50.00	\$ 50.00	\$ -
D0140	Limited Oral Exam	\$ 75.00	\$ 75.00	\$ -
D0145	Oral Eval (under 3 yr-exam charge)	\$ 70.00	\$ 70.00	\$ -
D0150	Comp oral eval-new/estab pat	\$ 75.00	\$ 75.00	\$ -
D0160	Detail/extensive oral eval. B/R	\$ 90.00	\$ 90.00	\$ -
D0170	ReEvaluation, Limited	\$ 75.00	\$ 75.00	\$ -
D0210	Intraoral-complete series (bw)	\$ 125.00	\$ 125.00	\$ -
D0220	Intraoral-periapical-1st film	\$ 30.00	\$ 30.00	\$ -
D0230	Intraoral-periapical-each add'l	\$ 25.00	\$ 25.00	\$ -
D0240	Intraoral-occlusal film	\$ 40.00	\$ 40.00	\$ -
D0270	Bitewing-single film	\$ 30.00	\$ 30.00	\$ -
D0272	Bitewing-two film	\$ 40.00	\$ 40.00	\$ -
D0273	Bitewing-3 film	\$ 50.00	\$ 50.00	\$ -
D0274	Bitewing-4 film	\$ 60.00	\$ 60.00	\$ -
D0330	Panoramic film	\$ 115.00	\$ 115.00	\$ -
D1110	Prophylaxis-adult (13&older)	\$ 85.00	\$ 85.00	\$ -
D1120	Prophylaxis-child	\$ 58.00	\$ 58.00	\$ -
D1206	Topical Fluoride Varnish	\$ 50.00	\$ 50.00	\$ -
D1208	Fluoride w/o Prophylaxis	\$ 35.00	\$ 35.00	\$ -
D1351	Sealant - per tooth	\$ 42.00	\$ 42.00	\$ -
D1510	Space maint-fixed unilateral	\$ 265.00	\$ 265.00	\$ -
D1515	Space main-fixed bilateral	\$ 350.00	\$ 350.00	\$ -
D1550	Recementation of Space maint	\$ 75.00	\$ 75.00	\$ -
D2140	Amalgam-1 surf prim/perm	\$ 95.00	\$ 114.00	\$ 19.00
D2150	Amalgam-2 surf prim/perm	\$ 110.00	\$ 132.00	\$ 22.00
D2160	Amalgam-3 surf prim/pern	\$ 145.00	\$ 174.00	\$ 29.00
D2161	amalgam-4 surf prim/perm	\$ 170.00	\$ 204.00	\$ 34.00
D2330	Resin-one surf, anterior	\$ 100.00	\$ 120.00	\$ 20.00
D2331	Resin-two surf, anterior	\$ 120.00	\$ 144.00	\$ 24.00
D2332	Resin-three surf, anterior	\$ 150.00	\$ 180.00	\$ 30.00
D2335	Resin-4+ surf, anterior	\$ 170.00	\$ 204.00	\$ 34.00
D2390	Resin composite crown, anterior	\$ 250.00	\$ 300.00	\$ 50.00

D2391	Resin composit 1s, posterior	\$ 125.00	\$ 150.00	\$ 25.00
D2392	Resin composite 2s, posterior	\$ 155.00	\$ 186.00	\$ 31.00
D2393	Resin composite 3s, posterior	\$ 190.00	\$ 228.00	\$ 38.00
D2394	Resin composite 4+, posterior	\$ 240.00	\$ 288.00	\$ 48.00
D2920	Recement crown	\$ 75.00	\$ 75.00	\$ -
D2930	Prefab stain steel crn-primary	\$ 215.00	\$ 258.00	\$ 43.00
D2931	Prefab stain steel crown-perm	\$ 245.00	\$ 294.00	\$ 49.00
D2932	Prefabricated resin crown	\$ 255.00	\$ 306.00	\$ 51.00
D2933	Prefab stl crown w/ resin window	\$ 250.00	\$ 300.00	\$ 50.00
D2940	Sedative fillings	\$ 100.00	\$ 120.00	\$ 20.00
D2950	Crown buildup, including any pins	\$ 170.00	\$ 204.00	\$ 34.00
D3110	Pulp cap - direct, (+rest)	\$ 65.00	\$ 78.00	\$ 13.00
D3120	Pulp cap - indirect, (+rest)	\$ 50.00	\$ 60.00	\$ 10.00
D3220	Therapeutic-pulpotomy (exe res)	\$ 135.00	\$ 162.00	\$ 27.00
D3230	Pulpal therapy-anterior, primary	\$ 160.00	\$ 192.00	\$ 32.00
D3240	Pulpal therapy-posterior, primary	\$ 235.00	\$ 282.00	\$ 47.00
D3310	Root Canal therapy-anterior	\$ 450.00	\$ 540.00	\$ 90.00
D3320	Root canal therapy-bicuspid	\$ 650.00	\$ 780.00	\$ 130.00
D3330	Root canal therapy-molar	\$ 700.00	\$ 840.00	\$ 140.00
D4341	Perio scale & riit oub 4+ per quad	\$ 175.00	\$ 210.00	\$ 35.00
D4342	Perio scal & root pin 1-3 quad	\$ 130.00	\$ 156.00	\$ 26.00
D4355	Full mouth debridment, eval/diag	\$ 130.00	\$ 130.00	\$ -
D7140	Extract, erupted th/exposed rt	\$ 100.00	\$ 120.00	\$ 20.00
D7210	Extract-sugical/erupt tooth	\$ 285.00	\$ 285.00	\$ -
D7220	Extraction-impacted/soft tis	\$ 200.00	\$ 240.00	\$ 40.00
D7510	I&D abscess-intra soft	\$ 210.00	\$ 252.00	\$ 42.00
D7910	Suture of small wounds t 5 cm	\$ 175.00	\$ 175.00	\$ -
D9230	Analgesia	\$ 80.00	\$ 80.00	\$ -
	<u>Total</u>	\$ 9,170.00	\$ 10,473.00	\$ 1,303.00
		<u>Current Total</u>	<u>Increase Total</u>	<u>Difference</u>



**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:** Frank Thomason, Chief of Emergency Services  
**DATE:** April 18, 2017  
**SUBJECT:** Proclamation Recognizing National Arson Prevention Week

---

Each year for Arson Awareness Week (AAW), the U.S. Fire Administration gathers and shares information to raise awareness of arson or youth firesetting and provide individuals with strategies to combat these problems in their community.

This local proclamation will be promoted and used by local first responder and community agencies to raise awareness of this issue on a local level.

Staff requests favorable consideration to the attached proclamation for May 7 - 13, 2017.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proclamation	4/18/2017	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

## Rowan County Board of Commissioners

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

### PROCLAMATION 2017 NATIONAL ARSON AWARENESS WEEK MAY 7-13, 2017

**WHEREAS**, the theme for the 2017 Arson Awareness Week is *Preventing Arson at Houses of Worship*; and

**WHEREAS**, according to the Bureau of Alcohol, Tobacco, Firearms and Explosives, there have been an average of 103 arson fires per year at houses of worship reported by federal, state and local agencies during the 16-year period from 2000 to 2015; and

**WHEREAS**, According to the PEW Research Center, in the United States, between 1996 and 2015, 51 percent of the reported incidents at houses of worship were determined to be caused by arson; and

**WHEREAS**, according to the National Fire Protection Association reports, the 2007 to 2011 annual averages for structure fires in religious properties (church, mosque, synagogue, temple or chapel) were 1,600 fires with two civilian deaths, 16 civilian injuries, and \$105 million in direct property damage; and

**WHEREAS**, the week of May 7 to 13 will be used to focus on the importance of a collaborative effort with Rowan County Emergency Services, Fire Departments, Law Enforcement, Insurance Companies and the Justice System to help reduce the horrific crime of arson at houses of worship.

**NOW, THEREFORE BE IT PROCLAIMED** by the Rowan County Board of Commissioners that the week of May 7-13, 2017 is recognized as National Arson Awareness Week throughout the County.

This the 1<sup>st</sup> day of May, 2017.

\_\_\_\_\_  
Gregory C. Edds, Chairman  
Board of Commissioners

ATTEST:

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

Equal Opportunity Employer



recycled paper

**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:** April 24, 2017  
**SUBJECT:** Timber Contract for Property Behind Fairgrounds

---

The County received two bids for timbering the property behind the Fairgrounds.

The first bid is to clear cut the whole 25 acres behind the fairgrounds in the amount of \$8,200.00 from Mack Johnson with Triad Timber and Land. This bid includes cutting 25 acres and chipping, if possible, due to chip markets. If not chipping, the logging crew will pile all laps and tops. The stumps would remain. The work will be completed by July 1, 2017.

Once the Board accepts the bid, Mr. Johnson will write the County a check within two weeks. Depending on the weather, the work should start within three (3) weeks.

A second bid at no price was received from Select Timber and the stumps would remain.

Both bids are to clear cut the property and leave the stumps. The interest in timber is currently low due to the markets being fully supplied due to the mild winter.

Recommend the Fair Association is allowed to clear the County's timber on the five acres that will be leased to the Fairgrounds, keep the proceeds, if any, so long as all the stumps are removed within 60 days of May 1, 2017.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** April 24, 2017  
**SUBJECT:** Amendment of FY 16-17 HOME Action Plan

---

**BACKGROUND**

The 2016-17 HOME Action Plan adopted by the Commission on March 21, 2016 proposed to provide rehabilitation assistance to four (4) owner-occupied homes and down payment assistance to qualified first-time home buyers. Due to program cycles, funding for this program year has not been utilized.

**REQUEST**

The County's housing programs administrator, Salisbury Community Development Corporation, was approached in late March of this year by the Town of Spencer with an offer to partner on the purchase and rehabilitation of three (3) dwelling units located at 507/509/511 S. Carolina Avenue. Upon inspection, CDC staff determined rehabilitation of only one of the units was feasible and the others would require demolition and reconstruction.

Following auction of the properties on Thursday, April 6 the CDC acquired only two (2) of the units at 509 and 511 S. Carolina Avenue. The unit at 509 proposes to use HOME funds from the County's FY 16-17 for acquisition and Town of Spencer funding will be applied to acquisition of 511. The unit at 511 will be demolished and a new unit constructed with money from the Town of Spencer and the FY 16-17 HOME program.

To participate in this partnership, the County needs to acknowledge property acquisition and new home construction are intended activities within the scope of the County's HOME program. As a reminder, all HOME activities must be eligible to those individuals making less than 80% of the area median income.

The Town of Spencer has committed to provide \$50,000 in their FY 17-18 budget to assist in the project. Given their contribution is non-federal funds, the County may utilize these as "match" for its 17-18 HOME application and not have to commit money from its general fund.

**RECOMMENDATION**

The public hearing notice for the FY 16-17 HOME program indicated that property acquisition and new home construction could be eligible activities in the County's application, therefore no additional notice to amend the

application is required.

**SUGGESTED MOTION**

Amend the FY 16-17 HOME Application to authorize the partnership with the Town of Spencer that includes property acquisition, demolition and new home construction as program activities.

**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 Churvch  
**DATE:** April 24, 2017  
**SUBJECT:** Resolution Authorizing Acquisition of Real Property at 1435 Julian Road, Salisbury, NC

---

The Board is asked to approve the Resolution authorizing the acquisition of the approximate one acre tract located at 1435 Julian Road, Salisbury, NC in the amount of \$160,000 for a recycling center and solid waste site.

The Board is asked to also authorize the County Manager to execute the Offer To Purchase and Contract between the Seller and Buyer.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Offer to Purchase and Contract	4/24/2017	Cover Memo
Resolution	4/24/2017	Cover Memo



## OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Richard Brent Nicholas and wife, Paulette B. Nicholas

(b) **"Buyer":** Rowan County, a body politic

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 1435 Julian Road

City: Salisbury Zip: 28146

County: Rowan, North Carolina

**NOTE:** Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)

Plat Reference: Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 402-048

Other description: Lot 1 Book of Maps 9995 at Page 1908 approximately 1 acre

Some or all of the Property may be described in Deed Book 1088 at Page 809

(d) **"Purchase Price":**

\$ 160,000.00

\$ \_\_\_\_\_

\$ 1,000.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 159,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR ☐ within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check, wire transfer or electronic transfer no later than \_\_\_\_\_, **TIME**

**BEING OF THE ESSENCE** with regard to said date.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall

Buyer Initials \_\_\_\_\_ Seller Initials RBN PN



have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): Ketner & Dees, Attorneys

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on May 17, 2017 **TIME BEING OF THE ESSENCE** with regard to said date.

Buyer Initials \_\_\_\_\_

Seller Initials

*RBN/PW*



(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on or before May 18, 2017 the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

**"Proposed Special Assessment"**: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement. Seller understands that any unpaid liens or assessments shall be paid at Closing through Closing Proceeds, and currently there are known liens for a mortgage in the approximate amount of \$45,000.00 and IRS lien in the approximately amount of \$18,000.00. Buyer shall have a search completed for any other liens to be collected at Closing.

**"Confirmed Special Assessment"**: A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

## 2. FIXTURES AND EXCLUSIONS:

(a) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: Seller shall keep and remove all personal property from the Property prior to the end of the Seller Possession After Closing Term, including the mobile home, three sheds and pool. Provided, Seller shall repair and replace the Property to as good a condition as possible after removing such personal property and shall leave the Property in clean condition.

(b) **Specified Items:** Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool, hot tub, spa and all related equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, all bathroom wall mirrors and all attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement\*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is

Buyer Initials \_\_\_\_\_ Seller Initials RBN J PN



included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (b) and (c)*): N/A

Seller shall repair any damage caused by removal of any items excluded above.

**\*NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at closing: NONE

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease

Buyer Initials \_\_\_\_\_ Seller Initials RBN/PN



the tank and obtain fuel.)

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by

accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

**WARNING:** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

#### 5. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☐ does ☒ does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: \_\_\_\_\_ loan at a ☐ Fixed Rate ☐ Adjustable Rate plus any financed VA Funding Fee or FHA MIP for a term of 20 year(s), at an initial interest rate not to exceed \_\_\_ per annum (the "Loan").

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer ☐ does ☒ does not have to sell or lease other real property in order to qualify for a new loan or to complete the purchase.

Buyer Initials \_\_\_\_\_ Seller Initials BNPN



(NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement** (*check only one*):

- ☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

XX ☐ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):

- ☐ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

☐ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

## 6. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal,
- (v) title search,
- (vi) title insurance,
- (vii) recording the deed, and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this

Buyer Initials \_\_\_\_\_ Seller Initials RBN/PN

transaction, their real estate agent(s) and Buyer's lender(s).

## 7. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

XX ☐ has owned the Property for at least one year.

☐ has owned the Property for less than one year.

☐ does not yet own the Property.

(b) **Lead-Based Paint** (check if applicable):

XX ☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): N/A.

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): N/A.

(d) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

☐ (specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_.

Owners' association website address, if any: \_\_\_\_\_.

☐ (specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_.

Owners' association website address, if any: \_\_\_\_\_.

## 8. SELLER OBLIGATIONS:

(a) **Evidence of Title and Payoff Statement(s):** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the

Buyer Initials \_\_\_\_\_ Seller Initials RJN JPN



Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: ROWAN COUNTY, A BODY POLITIC.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

**NOTE:** Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the

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Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

☐ No home warranty is to be provided by Seller.

☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$\_\_\_\_\_ and Seller agrees to pay for it at Settlement.

☐ Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$\_\_\_\_\_ and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the

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breach.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- ☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- XX ☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- ☐ Possession is subject to rights of tenant(s) (**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- |  |   |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)  |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T)                             | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)      |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                            | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) |   |

☐ Identify other attorney or party drafted addenda: \_\_\_\_\_

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

16. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

19. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

20. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

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22. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term “days” shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of “days” shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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### NOTICE INFORMATION

**NOTE:** INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

#### BUYER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: \_\_\_\_\_

#### SELLING AGENT NOTICE ADDRESS:

Firm Name: \_\_\_\_\_

Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Individual Selling Agent: \_\_\_\_\_

☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: \_\_\_\_\_

Selling Agent Phone#: \_\_\_\_\_

Selling Agent Fax#: \_\_\_\_\_

Selling Agent E-mail: \_\_\_\_\_

#### SELLER NOTICE ADDRESS:

Mailing Address: 1435 Julien Rd,

Salisbury NC 28146

Seller Fax#: 704-973-9309

Seller E-mail: acnsigns@aol.com

#### LISTING AGENT NOTICE ADDRESS:

Firm Name: \_\_\_\_\_

Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Individual Listing Agent: \_\_\_\_\_

☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: \_\_\_\_\_

Listing Agent Phone#: \_\_\_\_\_

Listing Agent Fax#: \_\_\_\_\_

Listing Agent E-mail: \_\_\_\_\_

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Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_



THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

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

Buyer: RIWAN COUNTY

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

Buyer: \_\_\_\_\_

Entity Buyer:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: 4/18/17 Richard Brent Nicholas

Seller: RICHARD BRENT NICHOLAS

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

Seller: PAULETTE B. NICHOLAS Paulette B. Nicholas

Entity Seller:

\_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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Buyer Initials \_\_\_\_\_ Seller Initials RBN

**ACKNOWLEDGMENT OF RECEIPT OF MONIES**

Seller: \_\_\_\_\_ ("Seller")

Buyer: \_\_\_\_\_ ("Buyer")

Property Address: \_\_\_\_\_ ("Property")

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**XX ☒ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$N/A, receipt of which Listing Agent hereby acknowledges.

Date \_\_\_\_\_

Firm: Ketner & Dees, Attorneys

By: \_\_\_\_\_  
(Signature)

John W. Dees, II  
(Print name)

-----  
**☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ \_\_\_\_\_, receipt of which Seller hereby acknowledges.

Date \_\_\_\_\_

Seller: \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

Seller: \_\_\_\_\_  
(Signature)

-----  
**XX ☒ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 1,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date \_\_\_\_\_

Firm: Ketner & Dees, Attorneys

By: \_\_\_\_\_  
(Signature)

John W. Dees, II  
(Print name)

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_



MAP	S/M	PAR	S/P	U/M	L/M	C/C	PART	INT
402		048						\$2

Rowan County Assessor's Office

FILED in ROWAN County, NC  
on Mar 08 2007 at 03:32:21 PM  
by: Bobbie M. Earnhardt  
Register of Deeds  
BOOK 1088 PAGE 809

Issued Mar 08 2007  
\$90.00  
State of ROWAN  
North Carolina County  
Real Estate Excise Tax

Excise Tax 90.00

Recording Time, Book and Page

Tax Lot No. .... Parcel Identifier No. ....  
Verified by ..... County on the ..... day of ....., 19.....  
by .....

✓ Mail after recording to Richard Brent Nicholas, 1435 Julian Road, Salisbury,  
North Carolina, 28146.  
This instrument was prepared by Susan J. Hall, Attorney at Law, P.O. Box 713, Fayetteville,  
North Carolina, 28302-0713  
Brief description for the Index

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 13 day of January 2003, for 200, by and between

GRANTOR

GRANTEE

Richard H. Faries

Richard Brent Nicholas  
1435 Julian Road  
Salisbury, NC 28146

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Salisbury, Litaker Township, Rowan County, North Carolina and more particularly described as follows:

BEING Lot No. 1 as shown on the map of the property of Robert and Joe Gainer by James T. Hill, Registered Land Surveyor, dated January 23, 1986, revised July 25, 1986, and recorded in Book of Maps, page 1908 in the office of the Register of Deeds for Rowan County, North Carolina.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 629, Page 593,  
in the office of the Register of Deeds for Rowan County, North Carolina.

A map showing the above described property is recorded in Plat Book of Maps page 1908

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.  
Title to the property hereinabove described is subject to the following exceptions:

This conveyance is given subject to any and all rights of way, easements, restrictions and covenants which may affect the above property.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

By: \_\_\_\_\_  
\_\_\_\_\_  
President  
ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
Secretary (Corporate Seal)

USE BLACK INK ONLY

*Richard H. Faries* (SEAL)  
Richard H. Faries  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)



NORTH CAROLINA, ROWAN County.

I, a Notary Public of the County and State aforesaid, certify that Richard H. Faries  
\_\_\_\_\_  
Grantor,  
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my  
hand and official stamp or seal, this 13<sup>th</sup> day of January, 2003  
My commission expires: 1-30-2004 *Debbie M. Heath* Notary Public

SEAL-STAMP

NORTH CAROLINA, \_\_\_\_\_ County.

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_  
personally came before me this day and acknowledged that he is \_\_\_\_\_ Secretary of  
\_\_\_\_\_ a North Carolina corporation, and that by authority duly  
given and as the act of the corporation, the foregoing instrument was signed in its name by its  
President, sealed with its corporate seal and attested by \_\_\_\_\_ as its Secretary.  
Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
My commission expires: \_\_\_\_\_ Notary Public

The foregoing Certificate(s) of \_\_\_\_\_

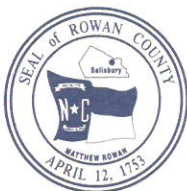
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By \_\_\_\_\_ REGISTER OF DEEDS FOR \_\_\_\_\_ COUNTY  
Deputy/Assistant - Register of Deeds





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 ACQUISITION OF REAL PROPERTY AT 1435 JULIAN ROAD, SALISBURY, NC 28146

**WHEREAS**, the provisions of N.C.G.S. § 153A-11, 153A-158, and § 153A-12 provides the authority to counties to contract and purchase real property which requires a resolution duly adopted by the County Commissioners at a legally held session; *and*

**WHEREAS**, the Rowan County Board of Commissioners proposes to purchase one site containing a total of approximately 1 acre of land located in Rowan County for a recycling center and solid waste site; *and*

**WHEREAS**, the approximately 1 acre located in Rowan County is currently zoned Rural Residential, with a plan to apply for Commercial Business and Industrial zoning to align with surrounding properties upon acquisition; *and*

**WHEREAS**, the proposed site consists of approximately 1 acre owned by Richard Brent Nicholas, and wife Paulette B. Nicholas, and further identified as 1435 JULIAN ROAD, SALISBURY, NC, 28146; PIN/PID 402-048; LOT 1 BOOK OF MAPS 9995 AT PAGE 1908, found in Deed Book 1088 AT PAGE 809; *and*

**WHEREAS**, the total proposed purchase price for the above described property and related costs is \$160,000 and the Rowan County Board of Commissioners has unanimously approved the purchase of the above described property. The county will pay One Hundred and Sixty Thousand and 00/100 US Dollars (\$160,000) for the approximately 1 acre at 1435 JULIAN ROAD, SALISBURY, NC 28146; *and*

**WHEREAS**, funds for the purchase of sites and for related cost are appropriated in the Rowan County Environmental Services Enterprise Fund.

**NOW, THEREFORE, BE IT RESOLVED**, that the Rowan County Board of Commissioners hereby approves the amount of One Hundred and Sixty Thousand and 00/100 US Dollars (\$160,000) to be expended by the Rowan County Manager for approximately 1 acre of land and related costs which is located in Rowan County, North Carolina for a recycling center and solid waste site.

This the 1<sup>st</sup> day of May, 2017.

\_\_\_\_\_  
Gregory C. Edds, Chairman

\_\_\_\_\_  
John W. Dees, II, County Attorney

ATTEST:

\_\_\_\_\_  
Carolyn Barger, Clerk to the Board

Equal Opportunity Employer



recycled paper

**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:** April 25, 2017  
**SUBJECT:** Authorize County Manager to Pay Bonuses to Deputies Who Work Any County Recognized Holiday for City of Salisbury

---

In December 2016 the Board of Commissioners voted create a temporary program to assist the City of Salisbury. The program was as follows based on my records:

1. Pay deputies at a rate of time and one-half of their regular hourly rate for each hour worked for the City of Salisbury irrespective of the number of hours worked for Rowan County.
2. Pay deputies a \$300 bonus for working 40 hours in a 14 day pay period for the City of Salisbury through the Salisbury 2016 Inter-local Government Law Enforcement Agreement.
3. Pay deputies a \$150 bonus for working a minimum of 8 hours on December 24<sup>th</sup>, December 25<sup>th</sup>, December 31<sup>st</sup>, and/or January 1<sup>st</sup>, 2017.

At the time this was passed we did not foresee that the program would still be in place. As I understand it we are still assisting the city and it has shown to be a beneficial relationship. We are asking the Board of Commissioners to amend the program as follows: "Pay deputies a \$150 bonus for working a minimum of 8 hours on any paid county holiday."

**MOTION:** Move to amend the December 2016 Deputy program to "pay deputies a \$150 bonus for working a minimum of 8 hours on any paid county holiday."

**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:** Franklin Gover, Planner  
**DATE:** 04/21/2017  
**SUBJECT:** Quasi-judicial Hearing for CUP 02-17; Keaton

---

Reginald Keaton is requesting a conditional use permit for a 480 sq.ft. residential storage facility (i.e. storage building on lot without residence) on Tax Parcel 709-067, .92 acres, located along the 4600 block of Needmore Rd (see map). The applicant states the building will be used for personal storage. No commercial uses are allowed.

1. Sworn oath for those testifying
2. Receive staff report
3. Petitioner comments
4. Conduct quasi-judicial hearing
5. Close hearing and discuss
6. Three separate motions to adopt findings of fact
7. Motion to Approve / Deny / Table **CUP 02-17**

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Chairman's Speech	4/21/2017	Exhibit
Staff Report	4/21/2017	Exhibit
Application	4/21/2017	Exhibit
GIS MAP	4/21/2017	Exhibit
Applicant's Site Plan	4/21/2017	Exhibit
CUP Checksheet	4/21/2017	Exhibit



## **CUP 02-17 CHAIRMAN'S SPEECH**

The hearing for consideration of CUP 02-17 is now in session and will focus on an application submitted by Reginald Keaton for a residential storage facility on Tax Parcel 709-067 located along the 4600 block of Needmore Rd.

If you feel that any member of the Board might have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following four decisions:

1. Approve the issuance of the permit as requested;
2. Approve the issuance of the permit with additional conditions;
3. Continue the request; or
4. Deny the permit request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept **sworn** testimony. **No** hearsay evidence is admissible.

**Franklin Gover** will present the case for the County.



## 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 Rowan County Board of Commissioners  
FROM: Franklin Gover, Planner  
DATE: April 21, 2017  
RE: **CUP 02-17, Keaton Residential Storage Facility**

#### SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Sworn oath for those testifying ☐ Receive staff report
- ☐ Petitioner comments ☐ Conduct quasi-judicial hearing
- ☐ Close hearing and discuss ☐ Three separate motions to adopt findings of fact ☐ Motion to Approve / Deny / Table **CUP 02-17**

#### **REQUEST**

Reginald Keaton is requesting a conditional use permit for a 480 sq.ft. residential storage facility (i.e. storage building on lot without residence) on Tax Parcel 709-067, .92 acres, located along the 4600 block of Needmore Rd (see map). The applicant states the building will be used for personal storage. No commercial uses are allowed.

#### **REQUIREMENTS FOR SPECIFIC USES**

In accordance with Section 21-60 (10), the following requirements are applicable to Residential Storage

Facilities:

- a. **The parcel shall be in fee simple ownership.** The parcel is owned exclusively by Reginald Keaton.
- b. **The structure shall be of compatible construction with surrounding area.** The proposed structure is a block building.
- c. **The maximum size allowed is three thousand (3,000) square feet.** The structure is 20' x 24' or 480 sq.ft.
- d. **No outdoor storage is allowed except as specifically provided otherwise.** None proposed.

- e. **Minimum lot size shall be the same as for a single-family residence.** The lot is .92 acres in a required 20,000 sq.ft. minimum lot size area.
- f. **Storage of vehicles shall not be in the front yard.** None proposed.
- g. **Outside lighting shall be designed to prevent direct glare on adjoining residences.** None proposed.
- h. **Setbacks shall be at a minimum the same as single family dwellings.** Proposed setbacks are equal to or greater than required.

#### CONDITIONAL USE CRITERIA

As provided in Section 21-59, the applicant has provided the following responses to the evaluation criteria in “quotations” followed by

underlined staff comments:

1. **Adequate transportation access to the site exists.** “Driveway is connected to roadway and has gravel access, additional gravel will be added which will continue to the front of the building connecting it”. Staff comment: This property has 114 feet of frontage along Needmore Road, accessed by an existing gravel driveway.
2. **The use will not significantly detract from the character of the surrounding area.** “Building will not distract from surrounding area, building will have the appearance of a regular residential garage. Additional seeding will be done so that grass will surround it. Clearing of land has already been done to prepare for the building”. Staff comment: Surrounding land is wooded containing several residences. The zoning ordinance permits properties containing a residence up to 10% of the acreage to be devoted to accessory structures which further suggests the proposed 480 sq.ft. building on a .92 acre parcel (1.2%) would not be out of character with the surrounding area.
3. **Hazardous safety conditions will not result.** “Hazardous material will not be kept at location. This will be a regular, standard residential garage that will be used to store and keep additional equipment such as farm tractor, passenger truck, and utility trailer”. Staff comment: The storage building shall comply with all applicable building codes.
4. **The use will not generate significant noise, odor, glare, or dust.** “No significant noise, odor, glare, or dust will be generated other than regular maintenance such as cutting grass and weed eating”. Staff comment: All associated impacts should be similar to or less than that exhibited by a single-family dwelling and it’s accessory uses.
5. **Excessive traffic or parking problems will not result.** “No excessive traffic or parking will be generated. Parking will be only for equipment that will be

inside or behind building.” Staff comment: Site activity should be similar to or less than that exhibited by a single-family dwelling. No commercial uses are allowed.

6. **The use will not create significant visual impacts for adjoining properties or passersby.** “No significant visual impact will be made. This is a residential building that is being built. This property has improved the appearance of the adjoining properties as I have cleaned the area of material that was left behind by the previous owner. Also, I believe that by purchasing this property and doing clean up, add this structure will be an enhancement to the property itself as well as the appearance of the surrounding properties.” Staff comment: See item #2.

#### **PROCEDURES**

Three (3) separate motions are necessary to adopt the findings of fact, which are based on the above six (6) criteria, and one (1) motion to approve, deny, or table the request (see attached checklist to guide decision). **Planning Staff will provide example findings for consideration at the hearing.**

1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;
2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and
3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

#### **STAFF COMMENTS**

This application complies with all necessary standards of the ordinance for residential storage facilities.





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

Case # CUP 02-17  
Date Filed 3-13-17  
Received By FJS  
Amount Paid Paid 20000 cash  
Office Use Only

**CONDITIONAL USE PERMIT APPLICATION**

**OWNERSHIP INFORMATION:**

Name: Reginald Keaton  
Signature: [Signature]  
Phone: 336-792-0915 Email: LeaKigirl1@Bellsouth.net  
Address: 2426 Berkshire Dr.  
Salisbury NC 28146

**APPLICANT / AGENT INFORMATION:**

Name: Same as above  
Signature: [Signature]  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**PROPERTY DETAILS:**

Tax Parcel: 709067 Zoning District: RA  
Date Acquired: 2014 Deed Reference: Book 1245 Page 278  
Property Location: Needmore Rd  
Size (sq. ft. or acres): .92 Street Frontage: 114  
Current Land Use: Vacant

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

PURPOSE & SECTION:

State purpose of conditional use permit:

Building will be used for storage and shop to  
equipment away from resident in town.

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

21-60(10)

ATTACHED DOCUMENTS:

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60. ✓

Attached: Yes ☒ No ☐

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

OFFICIAL USE ONLY

1. Signature of Coordinator: *John Govee* 2. Board of Commissioners  
Public Hearing: 5/1/17 3. Notifications Mailed: 4/18/17 4. Property Posted:  
4/18/17 5. BOC Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Date Applicant Notified:  
\_\_\_\_/\_\_\_\_/\_\_\_\_

## Section 21-59. Evaluation criteria

1. Driveway is connected to roadway and has gravel access, additional gravel will be added which will continue to the front of the building connecting it.
2. Building will not distract from surrounding area, building will have the appearance of a regular residential garage. Additional seeding will be done so that grass will surround it. Clearing of land has already be done to prepare for building.
3. Hazardous material will not be kept at location. This will be a regular, standard residential garage that will be used to store and keep additional equipment such as farm tractor, passenger truck and utility trailer.
4. No significant noise, odor, glare or dust will be generated other than regular maintenance such as cutting grass and weed eating. This is a regular residential garage that is being built.
5. No excessive traffic or parking will be generated. Parking will only be for equipment that will be stored inside or behind the garage.
6. No significant visual impact will be made. This is a residential building that is being built. This property has improved the appearance of the adjoining properties as I have cleaned the area of material that was left behind by the previous owner. Also, I believe that by purchasing this property and doing cleanup, adding this structure will be and enhancement to the property itself as well as the appearance of the surrounding properties.









**CUP 02-17; Keaton  
Residential Storage Facility  
Needmore Rd Parcel ID: 709 067**

- |                   |               |
|-------------------|---------------|
| Keaton Parcel     | <b>ZONING</b> |
| Proposed Building | RA            |
| RA Setbacks       |               |
| Roads             |               |
| Parcels           |               |

Rowan County Planning  
April 2017

Rowan County makes no warranty or other assertion as to the accuracy or completeness of the maps for any particular purpose and neither Rowan County nor it's agents or employees shall be liable for any claim alleged to have resulted from any use thereof.



Rowan County makes no warranty or other assertion as to the accuracy or completeness of the maps for any particular purpose and neither Rowan County nor its agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

115.5  
Vacant

*Variant*

(375)  
(0.96A)

(361)  
(0.92A)

(346)

(114)

4675

(114)



*Residential*

4655

(2.41A)

4635

(340)

NEEDMORE

Notes: Parcel #D-11 709-061  
Rt Zoning - Needmore rd





## Checklist for Review of Conditional Use Permits

**Overview.** Conditional uses are assumed to be generally compatible with other land uses permitted in the zoning district in which the conditional use is proposed, but due to their unique characteristics or potential impacts on the surrounding areas or the county as a whole, individual consideration of their location, design, configuration and/or operation at the proposed location is required. Specific conditions may be attached to a conditional use permit application in order to ensure conformance with the zoning district, other county ordinances or to address the project's impacts to the surrounding area.

**Applicant:** Reginald Keaton

**Property Owner:** Reginald Keaton

**Tax Parcel:** 709 067

**Location:** 4600 Block of Needmore Rd

**Request:** Residential Storage Facility

**Specific Evaluation Criteria.** Has the applicant provided the following specific items necessary for consideration of a Residential Storage Facility? For any item indicated as "NO", compliance with the condition(s) should be required prior to approval or recognized as a reason for denial.

	YES	NO
<i>The parcel shall be in fee simple ownership.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>The structure shall be of compatible construction with surrounding area.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>The maximum size allowed is 3,000 sq.ft.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>No outdoor storage is allowed except as specifically provided otherwise.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Minimum lot size shall be the same as for a single-family residence.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Storage of vehicles shall not be in the front yard.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Outside lighting shall be designed to prevent direct glare on adjoining residences.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Setbacks shall be a minimum the same as single family dwellings.</i>	<input type="checkbox"/>	<input type="checkbox"/>

**General Evaluation Criteria.** Has the applicant demonstrated that their proposal can comply with the following general conditional use evaluation criteria? For any item indicated as "NO", condition(s) may be added to bring the proposal into compliance.

	YES	NO
Adequate transportation access to the site exists.	<input type="checkbox"/>	<input type="checkbox"/>
The use will not significantly detract from the character of the surrounding area.	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous safety conditions will not result.	<input type="checkbox"/>	<input type="checkbox"/>
The use will not generate significant noise, odor, glare, or dust.	<input type="checkbox"/>	<input type="checkbox"/>
Excessive traffic of parking problems will not result.	<input type="checkbox"/>	<input type="checkbox"/>
The use will not create significant visual impacts for adjoining properties or passersby.	<input type="checkbox"/>	<input type="checkbox"/>

**Required Findings.** All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made. A motion and vote on each finding is necessary. In order for the conditional use permit to be granted, all three (3) findings must be satisfied.

<b>Motion 1:</b> The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

Supporting Fact(s): \_\_\_\_\_

<b>Motion 2:</b> 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.	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Supporting Fact(s): \_\_\_\_\_

<b>Motion 3:</b> 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.	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Supporting Fact(s): \_\_\_\_\_

**Additional Conditions.** Specific conditions attached to the application that ensure conformance with the zoning district, other county ordinances or that address the project's impacts to the surrounding area.

Condition 1: \_\_\_\_\_

Condition 2: \_\_\_\_\_

Additional Conditions: \_\_\_\_\_

**Permit Decision.** A simple majority vote is only needed. Note that vacant seats and disqualified members are not counted in computing majority.

**MOTION TO:** GRANT ☐ DENY ☐ CONTINUE ☐

**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:** April 25, 2017  
**SUBJECT:** Consider Approval of Northeastern Rowan Water Line Agreement With Duke Energy

---

**ATTACHMENTS:**

**Description**

Contract

**Upload Date**

4/25/2017

**Type**

Cover Memo

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Rowan County (hereinafter referred to as "County"), party of the first part; and Duke Energy Carolinas, LLC (hereinafter referred to as "Duke"), party of the second part.

THAT WHEREAS, under the North Carolina Session Law 2016-95 ("House Bill 630"), Duke has an obligation to provide a permanent replacement water supply for households and properties, that rely upon a well located on-site for potable water supply, located within a one-half mile radius from the established compliance boundary of a coal combustion residual impoundment and is not separated from the impoundment by the mainstem of a river.

WHEREAS, the Buck Steam Plant Site located off of Long Ferry Road in northeastern Rowan County contains coal combustion residual impoundments covered by House Bill 630, and

WHEREAS, the County has a desire to extend potable water into the northeastern area of Rowan County, and

WHEREAS, the County is entering into separate agreements for supply of potable water to the area, along with operation and maintenance of the proposed water lines to be located in the service area with Salisbury Rowan Utilities (SRU), and

NOW, THEREFORE, in consideration of the mutual promises herein made, it is hereby agreed as follows:

1. The County will proceed to construct all water main extensions necessary to provide potable water to residents within the required service area. The plans and construction will be pursuant to SRU standards and specifications. Water line construction will not be initiated until all SRU, County, and regulatory approvals have been received and the project properly contracted in accordance with North Carolina General Statutes.
2. As part of the construction, the County will be responsible for planning, design, permitting, bidding, construction, and certifications of the necessary water lines. If easements are necessary, the County will proceed with acquisition as necessary. All construction will be completed in cooperation with SRU. The County will allow Duke Energy to review documents related to the planning, design, permitting, bidding, and construction of the subject water lines and provide comments to the County, which may or may not be incorporated into the controlling planning, design, permitting, bidding and construction documents in the County's discretion. The County will not finalize its planning and engineering for the subject water lines until it receives notification from Duke.



3. Duke will be responsible for reimbursement of actual costs incurred by County for construction of the proposed water lines required by Duke for service to Duke's property, and to the necessary households covered by House Bill 630. The costs subject to reimbursement as set forth herein shall be the costs relating to the planning, engineering, construction, and acquisition of property rights, inclusive of any preliminary work and supplemental re-work, necessary to construct the water lines to comply with House Bill 630. Reimbursement for water lines will be limited to the cost for constructing a 6-inch diameter potable water line, unless a larger size is required to meet the demands of the households that Duke is required to provide a permanent water solution under the law. All costs for other larger water lines shall be borne by the County. Set forth on Exhibit A attached hereto is (i) a preliminary estimate of the aggregate costs for which Duke is responsible to reimburse hereunder, and (ii) a preliminary estimated schedule for completion of the work, broken down to indicate milestone dates for completion of all engineering and design work, commencement of construction, and substantial and final completion of all required construction work. The County will provide itemized invoices to Duke upon completion of each of the specific milestones and the same shall be paid as set forth in Exhibit A attached hereto and incorporated herein.
4. The County, SRU and/or their designee will provide to Duke twice a month an update containing the status of major deliverables, including but not limited to the status of planning, design, permitting, bidding, construction, and certifications of the necessary water lines. The schedule set forth in Exhibit A will include final dates for the County's complete and final installation of the municipal lines that will enable Duke, assuming timely and reasonable permitting and construction processes, to provide service line connections by October 15, 2018. If the work to be performed pursuant to Exhibit A does not meet the schedule set forth therein, or the County, SRU or its designee reasonably anticipates the work to be performed pursuant to Exhibit A will not meet the schedule set forth therein, the County, SRU and/or their designee will provide the necessary documentation and support to Duke for communication to North Carolina Department of Environmental Quality with respect to reasons for, and the duration of, the actual or projected delay.
5. Pursuant to the applicable ordinances, rules and regulations, the County will provide Duke, and its designees, with the necessary permits to install the service line connections between the municipal water main extension lines and the eligible households. Permits will be approved in the normal course of business in as timely a manner as possible. All applicable tap fees will be paid by Duke for the eligible households.
6. Duke and/or its designees will be allowed access to the construction sites for the municipal water main extensions, with reasonable advance notice to the County and its designees.

7. Each Party agrees to indemnify and hold the other Party harmless from and against any and all third party claims, actions, caused of action, demands, damages, losses, costs, expensed and compensation of whatsoever kind or nature, which may hereafter arise on account of or in any way growing out of the personal injuries and/or property damage which might result from any negligence, fraud or intentional misconduct in connection with the services performed by that Party set out in this agreement.
8. Duke will comply at all times with the SRU and County water related ordinances.
9. Duke will grant such access easements for construction and future maintenance, repair and/or replacement of water lines to the County, SRU, and/or their designee to Duke property for the purpose of installing the necessary water lines and water system components. The County will determine the time, manner and method of such access, with consideration given to minimizing impacts on the Duke. The County, SRU, and its respective designees will follow all Duke requirements related to construction conducted around power lines on Duke property. -

{ Signature Page Follows }

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of and effective on the Agreement Date.

ROWAN COUNTY

[COUNTYSEAL]

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

Greg Edds, Board of Commission Chairman

ATTEST:

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

\_\_\_\_\_  
Carolyn Barger, Clerk to the Board

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
John W. Dees, II, County Attorney

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

\_\_\_\_\_  
Leslie Heidrick, Assistant County Manager, Finance Director

DUKE ENERGY CAROLINAS, LLC

[SEAL]

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

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

4/13/17

ATTEST:

\_\_\_\_\_  




**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:** April 24, 2017  
**SUBJECT:** Discussion Regarding July Meeting Schedule

---

**ATTACHMENTS:**

**Description**

Memorandum

**Upload Date**

4/25/2017

**Type**

Cover Memo



## **Rowan County Board of Commissioners**

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

**(704) 216-8180**

**To:** Rowan County Board of Commissioners  
**From:** Carolyn Barger, Clerk to the Board/Assistant to the County Manager  
**Date:** 4/25/2017  
**Subject:** Discussion Regarding July Meeting Schedule

---

The Board has typically voted in the past to cancel its second monthly meeting during the month of July. Currently, the Board is scheduled to meet on Monday, July 3, 2017 and Monday, July 17, 2017.

Commissioner Pierce requested the July meeting schedule be placed on the agenda so the Board can determine its meeting preferences now in order to allow Commissioners to plan vacations in advance.

**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:** 4-25-17  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

May Board Appointments

**Upload Date**

4/25/2017

**Type**

Cover Memo



**MONTHLY BOARD APPOINTMENTS**  
**May 1, 2017**  
**COMMISSION MEETING**

---

**ROWAN-IREDELL VFD FIRE COMMISSIONERS**

- Gail Sharpe no longer lives within the fire district and Christopher Scott Hutchison submitted an application to fill the vacancy. The term expires February 28, 2019 at which time Mr. Hutchison would be eligible to serve a full term.

**THERAPEUTIC RECREATION BOARD**

Nicolas Hunter Johnson has applied to fill an at large vacancy that has been open since March 31, 2017. The term would be for three (3) years beginning May 1, 2017 and expiring April 30, 2020.

Mr. Johnson's county of residence is Cabarrus 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 adhere to the residency requirement in the Resolution and instruct the Clerk to advertise for additional applications, or, if it wishes to waive the residency requirement and appoint Mr. Johnson.

The term is for three (3) years beginning May 1, 2017 and expiring April 30, 2020.

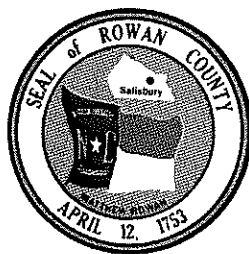
**Current Vacancies**

Adult Care Home Advisory Committee – 9 Vacancies  
City of Salisbury Zoning – ETJ 2 Vacancies  
Historic Landmarks Commission – 1 Vacancy  
Home and Community Care Block Grant – 1 Vacancy for Member of Region F Advisory Committee  
Industrial Facilities and Pollution Control Finance Authority – 3 Vacancies  
Nursing Home Advisory Committee – 3 Vacancies  
Region F Advisory Committee – 1 Vacancy  
Town of Spencer Planning and Zoning – 1 Vacancy for Alternate

**Upcoming Vacancies**

Adult Care Home Advisory Committee – 1 Vacancy  
Airport Advisory Board – 2 Vacancies  
Atwell Township VFD Fire Commissioners – 3 Vacancies  
Board of Social Services – 2 Vacancies  
Centralina Workforce Development Board – 1 Vacancy  
Home and Community Care Block Grant Advisory Committee – 2 Vacancies  
Jury Commission – 2 Vacancies  
Juvenile Crime Prevention Council – 5 Vacancies  
Liberty VFD Fire Commissioners – 3 Vacancies  
Locke VFD Fire Commissioners – 2 Vacancies  
Miller Ferry VFD Fire Commissioners – 3 Vacancies  
Region F Aging Advisory Committee – 2 Vacancies

Rockwell Rural VFD Fire Commissioners – 3 Vacancies  
Rowan Transit System Advisory Committee – 2 Vacancies  
Rowan-Cabarrus Community College Board of Trustees – 1 Vacancy  
Tourism Development Authority – 1 Vacancy  
Union VFD Fire Commissioners – 3 Vacancies  
Zoning Board of Adjustment – 1 Vacancy



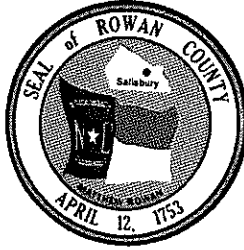
Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
FAX: 704-216-8195

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Christopher Scott Hutchison	<b><u>Date:</u></b> 04/02/2017
<b><u>Address:</u></b> 17150 Dooley Road	<b><u>Home Phone:</u></b> 704-278-1691
<b><u>City, State, Zip:</u></b> Cleveland, NC 27013	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> chutch1022@gmail.com	<b><u>Work Phone:</u></b> 704-326-6012
<b><u>Education:</u></b> College Graduate	
<b><u>Current Employer:</u></b> Daimler Trucks	<b><u>Occupation:</u></b> Quality Control
<b><u>I am interested in the following Board / Commission:</u></b> Fire Commissioner Rowan/Iredell Fire Department	
<b><u>Recent Community Activities:</u></b> Third Creek Presbyterian Church, Rowan Helping Ministries West	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I want to help out the community I live in as much as possible.	
<b><u>Have you ever been convicted of a felony:</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	
<b><u>I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.</u></b> Initial: CSH	





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\*\***

<b><u>Name:</u></b> Nicolas Hunter Johnson	<b><u>Date:</u></b> 04/17/2017
<b><u>Address:</u></b> 823 Hydrangea Circle NW	<b><u>Home Phone:</u></b> 7042137604
<b><u>City, State, Zip:</u></b> Concord , North Carolina 28207	<b><u>County of Residence:</u></b> Cabarrus
<b><u>Email:</u></b> Nicolas.Johnson@va.gov	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> Winston-Salem State University Graduate	
<b><u>Current Employer:</u></b> Salisbury VA Medical Center	<b><u>Occupation:</u></b> Recreation
<b><u>I am interested in the following Board / Commission:</u></b> Therapeutic Recreation Advisory Board.	
<b><u>Recent Community Activities:</u></b> Recently, I have had the opportunity to sit in and fill in for on several of the TR Advisory Board Meetings.	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I feel that I am adequately qualified to sit on the board because of my affiliation with the VA Medical Center. As you know Veterans make a big part of our population in Rowan County. I believe me being apart will help develop a better way to serve our Veterans in the community.	
<b><u>Have you ever been convicted of a felony:</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	

I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.

Initial: NJ

## Ward, Jennifer R

---

**From:** Gallon, Vernice D  
**Sent:** Monday, April 24, 2017 4:56 PM  
**To:** Ward, Jennifer R  
**Subject:** waive residency requirement

I'm asking the Board of Commissioners for consideration to waive the residency requirement for board appointees in order to allow Mr Nicolas Johnson to serve on the Therapeutic Recreation Advisory Board. Mr Johnson was raised in Salisbury and currently works for the VA Hospital-Salisbury. He is genuinely concerned about providing quality services for residents of Rowan County, especially residents with disabilities and/or special needs. The VA Hospital-Salisbury has a long history of being an active partner and advocate of the Therapeutic Recreation Division.

Thank you for your time and consideration.

*Thank You,*



NORTH CAROLINA

*Be an original.*

*Vernice Gallon, LRT/CTRS* | Therapeutic Recreation Supervisor  
Parks and Recreation- Therapeutic Recreation Division  
Ellis Park 3541 Old Mocksville Rd Salisbury NC 28144  
[p] 704.216.7781 [c] 704.223.5965 [f] 704.216.7973

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