



ROWAN COUNTY COMMISSION AGENDA
March 20, 2017 - 6:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

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: March 6, 2017

1 Consider Approval of Consent Agenda

- A. Amos Aviation Lease Renewal
- B. Refunds for Approval
- C. Set Quasi-judicial Hearing for CUP 01-17 for April 3, 2017
- D. Resolution to Provide Fire Inspection Services to Town of Granite Quarry
- E. Resolution of Support for New CRMPO Project: Julian / Heilig Road Widening
- F. Contract for West End Plaza Phase II Roofing System Replacement
- G. Approval of Contract for Clearing and Maintaining Airport Fence Line
- H. Apple Installment Purchase Agreement for Rowan Salisbury School System
- I. Revisions to the Rowan County Pretrial Service Program
- J. Air Conditioning Unit Replacement at 402 N Main Street
- K. Kannapolis Community Oral Health Grants

- 2 Public Comment Period
- 3 Public Hearing: 2017-18 HOME Application
- 4 Request to Apply for Minority Youth Violence Prevention Grant
- 5 Airport Hangar Fees & Policies
- 6 Consider Offer to Purchase County-Owned Property Located Off Julian Road
- 7 Financial Report
- 8 Consider Approval of Budget Amendments
- 9 Adjournment

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: March 14, 2017
SUBJECT: Consider Approval of the Minutes: March 6, 2017

ATTACHMENTS:

Description

March 6, 2017 Minutes

Upload Date

3/15/2017

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

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

March 6, 2017 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

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

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

County Manager Aaron Church, Clerk to the Board/Assistant to the County Manager Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Chairman Edds convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

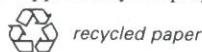
CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds moved agenda item #3 to be discussed as agenda item #7a.
- Chairman Edds added a discussion related to the Feasibility Study for An Events Center At West End Plaza. The issue was added as agenda item #5a.
- Commissioner Pierce requested to pull Consent Agenda item C for discussion. Chairman Edds added the issue as agenda item #7b.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

Equal Opportunity Employer



CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Pierce 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 February 20, 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. Permission to Sell Withdrawn Library Materials
- B. Dental Trade Alliance Foundation Grant
- C. Fee Structure for Animal Shelter Medical Procedures (this issue was placed on the agenda for discussion as item #7b)
- D. Community Health Centers Grant
- E. Set Public Hearing for FY 17-18 HOME Action Plan
- F. Consider to Accept Hazardous Materials Planning Grant
- G. Purchase Equipment for Backup 911 Communications Center
- H. Contract for Health Department and Detention Center Roofing System Renovations
- I. McGill Task Order No. 5 – Service Center Site and Access Road Assessment
- J. Authorize Road Closings for 5K Run for Millbridge Elementary School PTA

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one coming forward Chairman Edds closed the Public Comment Period.

3. CONSIDER APPROVAL OF LEADS PROGRAM

This issue was moved to agenda item #7a for discussion.

4. RECESS

A recess was called following agenda item #7a.

5. REQUEST FOR ADDITIONAL SHERIFF'S OFFICE STAFF

Sheriff Kevin Auten said he had met with a couple of Commissioners regarding crime in the community. Sheriff Auten said the information in the agenda packet was part of an effort to turn the County around and he would be glad to answer any questions regarding the request.

The request included hiring two (2) detectives and four (4) master deputies, six (6) vehicles and equipment. The vehicles and equipment would be purchased with the ¼ cent sales tax for public safety and the positions would be funded with the General Fund as listed in the budget amendment.

Commissioner Pierce asked if the hiring of the six (6) new officers would be dedicated to policing the City of Salisbury (City). Sheriff Auten responded not totally and continued by saying crime did not recognize city or county limits nor a state line. Sheriff Auten said he could foresee spending time in the City due to heroin and methamphetamine activity but there was still plenty to do in the County, as well.

Commissioner Pierce said he wished to qualify the request was not an attempt by the Sheriff's Department to interrupt the duties of the Salisbury Police Officers. Sheriff Auten said, "No sir. Absolutely not."

In response to Commissioner Greene, Sheriff Auten said he did not perceive the request as temporary but once crime was curtailed, he had suggestions for where to use the officers. Sheriff Auten added he did not see the crime problems going away anytime soon.

Commissioner Caskey said while the officers were not dedicated strictly to the City, he felt they would spend a lot of time there due to the crime in the area, which was also spilling over into the County. Most importantly, Commissioner Caskey noted the action was not negative towards the Salisbury Police Department as he felt its officers were currently the most overworked and underappreciated group in the County. Commissioner Caskey said the Sheriff would have the positions filled rather quickly and he expressed hope the City would fill the vacancies on its police force. Commissioner Caskey said the issues with crime were not just with enforcement but that everyone needed to start working with the younger folks to give them a mindset the police were there to help. Commissioner Caskey thanked the Sheriff, as well as the Chairman and other board members for their support of the request.

Commissioner Greene reiterated it was not the County's intent to take over the Salisbury Police Department as rumored nor was it the County's intent to create any instability for the Salisbury Police Department in any way. Commissioner Greene said he wanted everyone to understand the positions being considered for the Sheriff's Department were for the public safety of all in Rowan County.

Chairman Edds thanked the Sheriff for stepping up. Chairman Edds said the Commissioners heard the cry from the community and in addition to the six (6) new positions being considered, the Board had also approved the hiring of a new detective who would be duly sworn with ATF and Homeland Security. Chairman Edds thanked Sheriff Auten for his leadership.

Commissioner Pierce moved to approve the request from the Sheriff for the additional staff. The motion was seconded by Commissioner Caskey and passed unanimously.

ADDITION

5a. FEASIBILITY STUDY FOR WEST END PLAZA FOR AN EVENTS CENTER

Chairman Edds said the Board had asked the County Manager to conduct a feasibility study for the West End Plaza for an Events Center. Chairman Edds said he would like to see the Board back away from the project at this time as he felt the Board had other priorities with the schools, crime, economic development, etc.

Chairman Edds moved to ask the County Manager to hold off on the feasibility study. The motion was seconded by Commissioner Klusman and carried unanimously.

6. PRESENTATION BY RSSS FOR APPLE LEASE AGREEMENT

Rowan Salisbury School System (RSSS) Superintendent Lynn Moody thanked the Commissioners for the opportunity to discuss Apple Lease Proposal. Josh Wagner, Chairman of the Board of Education (BOE) was also in attendance for the presentation.

Dr. Moody provided an overview of the request before the Commissioners. Dr. Moody reported the current lease agreement would end at the end of the 2016-17 school.

Dr. Moody explained why RSSS used the technology and how it helped with instructional transformation. Dr. Moody reviewed the pros and cons for comparing Apple devices to other devices considered. Dr. Moody also provided the rationale for the new lease and the key elements of the lease.

Dr. Moody discussed the positive changes that occurred after the first full year of implementation of the initial Apple lease.

According to Dr. Moody, the issue was researched for more than six (6) months and the BOE met four (4) times to discuss the topic. Dr. Moody highlighted the minimal and significant impacts to RSSS when comparing various devices.

Mr. Wagner discussed the lease comparison.

Mr. Wagner stated there had been quite a few devices in inventory when he was elected to the BOE. Mr. Wagner highlighted the device number comparisons in the agenda packet. Based on devices in RSSS inventory, 16,555 were leased from Apple between 2014-17. Mr. Wagner said all devices would be new and updated and would be distributed in an effective and efficient manner.

Mr. Wagner outlined the 2017-2020 Apple lease specifics as follows:

Standard Education Pricing:	\$16,460,275
Apple Negotiated Price:	\$13,704,874
North Carolina Sales Tax*	\$ 959,341
Total Price	\$14,664,215
Device Residual Value	\$ 3,000,000
Total	\$11,664,215

*Tax Refund 32% - \$306,989.12

Mr. Wagner said there were approximately 466 less devices in the total due to a decline in student enrollment, as well as teacher vacancies.

Mr. Wagner said only one (1) person spoke during a business meeting in January and the individual had spoke in support of the proposed lease. Mr. Wagner said during the last meeting twenty-two (22) speakers supported the proposed lease.

Commissioner Caskey said he was in favor of the program. Commissioner Caskey asked if RSSS would receive equipment in 2017 and use it for three (3) years and how would the equipment be switched out. Commissioner Caskey wondered if the equipment could be used longer. Mr. Wagner responded that during the first lease the equipment had a staggered distribution period. Mr. Wagner said the new lease would have a faster distribution period and in theory all devices would come in 2017 and be used for the duration. Mr. Wagner said the only change would be if there was a device destroyed.

Mr. Wagner continued by saying the BOE talked at length about keeping the devices longer than three (3) years; however, at the end of the period there was a lower residual value. Secondly, particularly with iPads and the way applications were used, Apple could not guarantee updates beyond three (3) years. Mr. Wagner said when considering the price breakdown, RSSS would not benefit financially beyond three (3) years due to the residual and return based on pricing.

Commissioner Caskey questioned the information in the handout provided by Mr. Wagner at the beginning of the discussion. Mr. Wagner explained the handout was created as a result of questions by the BOE. Mr. Wagner said because Apple offered benefits in terms of applications and usage that other manufacturers did not use, the BOE did not have to do a full bid process.

Commissioner Caskey asked if the price per device was less now or was it higher after three (3) years. Mr. Wagner estimated the price to be \$4.00 less per device.

With regards to the residual value for the devices, Commissioner Caskey asked if

RSSS would own the equipment at the end of the lease if the BOE did not wish to enter into another lease. Mr. Wagner said there was a buy back of \$1 for each device. If the lease was not renewed, Mr. Wagner said there were distributors that worked with Apple who would also buy the devices.

Commissioner Caskey asked if the \$3,000,000 value was given by Apple for what devices RSSS currently had and Mr. Wagner said yes.

Mr. Wagner called RSSS staff member Candice Salmon-Hosey forward. Ms. Hosey said three (3) buy back vendors had each spent several days looking at the condition of the current equipment. Ms. Hosey said the residual value was based on the timing and if RSSS could return everything in June, the price would be a minimum of \$3 million if not a little more. Ms. Hosey said RSSS had experienced 2 or 3 public sales, which she described as labor intensive and the money RSSS got back did not compare to the money being offered by the vendors.

In response to an inquiry from Commissioner Pierce, Mr. Wagner said he did not readily have the purchase price of the equipment available. Mr. Wagner said he did not have an individual price per unit but asked the Board to keep in mind it did not change what the residual value was.

Commissioner Pierce said he found it hard to believe RSSS could not get more than \$3 million for all the equipment. In response, Mr. Wagner reiterated Ms. Hosey's earlier comments pertaining to 3 different vendors providing residual values.

Commissioner Pierce said he had looked at other school systems, specifically Lexington City Schools and they did not use the one-on-one technology. Commissioner Pierce mentioned state rankings and said he had not seen any documentation to show the BOE had looked at other ways to educate the County's children. Commissioner Pierce said he had also looked at Carteret County's school system, which was in the top ten percent of the State. Commissioner Pierce asked if true due diligence had been performed in looking at different ways to educate the children with a combination of text books, as well as with electronic devices.

Commissioner Pierce continued by saying he had pulled the minutes from the meeting where the first Apple lease was approved three (3) years ago. Commissioner Pierce said Ms. Salmon-Hosey presented the cost to upgrade the system and the Commissioners were told it would be \$400 per access point. Commissioner Pierce asked Mr. Wagner to describe an access point. Mr. Wagner said from what he understood, the access points were put in to boost Wi-Fi connections. Commissioner Pierce said the cost given was \$2.7 million, which meant there would have to be 6,750 access points to justify \$400 per

point. Commissioner Pierce felt he was not receiving correct information to make his decision and he wondered if there were other hidden costs.

Mr. Wagner said there was no question the lease was costly and he clarified the BOE was not asking the County for money.

Commissioner Pierce commented the remaining Commissioners would probably “rubber stamp” the request; however, he did not feel there had been enough research to make Rowan County as effective as other communities.

Commissioner Pierce said people were asking why the County was spending more and not improving its education system.

Mr. Wagner said could only speak as Chairman of the BOE and not as a member of the administrative staff. Mr. Wagner stated not one (1) person had spoken in opposition of the lease or to raise the same questions at the BOE meetings. Mr. Wagner said the school system had improved in its performance. Mr. Wagner said the BOE favored the lease based on data, the fact RSSS was improving, the Superintendent’s recommendation, and the overwhelming feedback from the teachers to continue with the lease.

Commissioner Pierce asked, “Are we doing the right thing by continuing down this same path and not looking at alternatives?” Mr. Wagner responded that alternatives were considered. Mr. Wagner said RSSS had improved and wondered what percentage of improvement was needed to show the system was doing better. Mr. Wagner expressed appreciation for the questions as he had many of the same ones himself.

Dr. Moody said RSSS looked at other school systems all the time. Dr. Moody reported there was a strategic plan on the RSSS website that was monitored quarterly. Dr. Moody said the challenges and demographics for other school systems vary. Dr. Moody said while RSSS might not be where it should be, it had experienced a tremendous amount of growth for which she was very proud.

Commissioner Klusman encouraged the community needed to go into the schools for at least 30 minutes each week to mentor and tutor the students. Commissioner Klusman said she sees the children working with computers, as well as pens and paper. Commissioner Klusman said, “If you are not participating as a community member, quite frankly, I think that you really don’t have the right to sit and criticize our teachers, administrators and board members because they are doing the best that they can.”

Chairman Edds felt it unfair to compare RSSS to a beach front community. Chairman Edds said before taking a vote he wanted to hear from each of the remaining Commissioners they were not making a mindless, “rubber stamp” decision. Chairman Edds said he had spent hours discussing the matter with Mr.

Wagner and he found it insulting for someone to say the Commissioners were going to make a “rubber stamp” decision.

Commissioner Caskey said he always tried to make good decisions. Commissioner Caskey, who previously served as a member of the BOE, said he found it harder to serve on the BOE than on the County Commission. Commissioner Caskey felt the program was good and he felt it imperative to continue with it. In conclusion, Commissioner Caskey said if did not hurt RSSS to wait, he would like additional time to review the material and to see a copy of the actual lease. Commissioner Caskey said he was fine with putting the lease on the Consent Agenda in two (2) weeks.

Commissioner Klusman concurred with Commissioner Caskey as long as the delay did not harm the lease negotiations.

Commissioner Greene said the teachers seemed to have changed their minds about using the technology and now felt more comfortable with the program. Commissioner Greene said the reading improvements that occurred this year were another indication RSSS was seeing growth for the first time in a long time. Commissioner Greene said improvement was being seen in different areas and he did not see a reason to oppose the request.

Commissioner Caskey moved to table the lease to the next meeting and for the Commissioners to be provided with a copy of the lease. The motion was seconded by Commissioner Klusman.

Dr. Moody said the lease had been vetted by two (2) different attorneys and was approximately 50 to 60 pages.

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

CONSIDER APPROVAL OF LEADS PROGRAM

Chairman Edds made a motion to move the LEADS Program presentation up on the agenda. The motion was seconded by Commissioner Greene and carried unanimously.

Commissioner Pierce began by thanking Sheriff Kevin Auten and Livingstone College President Dr. Jimmy Jenkins and Dr. Stade Alexander, as well as Scott Teamer for working to present the Law Enforcement Academic Development Scholarship (LEADS) Program to the Board of Commissioners (BOC). Commissioner Pierce said Mr. Teamer was a former member of the Sheriff's Department who recently graduated from Livingstone College with his Bachelor's Degree. Mr. Teamer had expressed concern to Commissioner Pierce in wanting to help fellow officers further their college education and asked how the BOC could assist. After an initial meeting the group saw such a program would not only boost the Sheriff's Department morale, as well as their recruiting abilities,

but also build relationships between current students and law enforcement officers.

Commissioner Pierce felt the best aspect of the program was getting the community involved together, with Livingstone reaching out to the Sheriff's Department and to the community to be part of the solution in the issues the County was currently facing.

Commissioner Pierce said the group asked Sheriff Auten to be the facilitator of the Program because he knew the officers and could make recommendations as to who should receive the scholarships.

Commissioner Pierce reported that Dr. Jenkins and Dr. Alexander went to their board and asked to offer a reduction in tuition to law enforcement officers. The tuition costs were cut in half, which enabled the group to develop a business model to present to the BOC.

Commissioner Pierce asked the BOC to set aside \$50,000 from sales tax revenues to fund the Program which would enable approximately six (6) officers to attend nights and weekends and be able to graduate within a year.

Commissioner Klusman asked if the Program would be open to all of the municipalities, which Commissioner Pierce said had been discussed. Commissioner Pierce said Dr. Jenkins had stated if the Program worked then all law enforcement would be invited to participate provided they had the funding to pay for it.

Commissioner Caskey stated as a law enforcement officer he was grateful to Commissioner Pierce and the entire group for their efforts on the project. Commissioner Caskey said he was hopeful the other municipalities would be interested and the program would expand throughout the county.

Commissioner Greene said the County's many colleges were the jewels of Rowan County. Commissioner Greene supported the Program and thanked Dr. Jenkins and Livingstone's Board for allowing such a drastic cut in tuition. He stated the Program would allow the officers to change their lives and career goals.

Chairman Edds praised Mr. Teamer and Commissioner Pierce for a great idea and said they should be congratulated for taking the initiative. Chairman Edds also thanked Dr. Jenkins and Dr. Alexander for hearing the idea and making it come to pass. Chairman Edds said he could find no holes in the program and stated how proud he was of the whole group.

Commissioner Pierce moved approval of LEADS Program as presented. The motion was seconded by Commissioner Caskey and passed unanimously.

Commissioner Pierce stated he failed to mention Commissioner Caskey attended the second group meeting and was beneficial with his input. Commissioner Caskey was unable to find any holes in the program and stated his only concern was to make the program larger. Commissioner Pierce thanked Commissioner Caskey for his help and asked for a recess in order to have a signing of the LEADS Program Agreement.

RECESS

Chairman Edds called for a recess at 4:19 p.m.

Chairman Edds reconvened the meeting at 4:26 p.m.

7. CONSIDER APPROVAL OF BOARD APPOINTMENTS
LOCAL EMERGENCY PLANNING COMMITTEE

- Stephen Pace, First Sergeant with the North Carolina State Highway Patrol's Troop E office, has submitted an application to serve as a public safety representative. Mr. Pace replaces First Sergeant Keyla Bell who assumed new responsibilities in another county.

Commissioner Caskey moved to appoint Stephen Pace. The motion was seconded by Commissioner Klusman and carried unanimously.

There are no term limits for this committee.

PERSONNEL COMMISSION

Shawn Edman applied to fill a vacancy that opened up February 28, 2017. The term would be for four (4) years beginning March 1, 2017 and expiring on February 28, 2021.

Mr. Edman's county of residence is Iredell County. The Board of Commissioners (BOC) adopted a Resolution for Rowan County Appointment Process for Boards and Commissions in 2012, which states any citizen who resides in Rowan County is eligible to serve.

The Board is asked to consider whether it wishes to 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. Edman.

Commissioner Edds said he had asked the Clerk to advertise the vacancy and if no additional applications were received, the Board could consider waiving the residency requirement for Mr. Edman.

TOWN OF FAITH PLANNING – ETJ

An application was received from Mary Morales.

Commissioner Caskey moved to appoint Mary Morales. The motion was seconded by Commissioner Klusman and carried unanimously.

The term is for two (2) years beginning March 1, 2017 and expiring on February 28, 2019.

ZONING BOARD OF ADJUSTMENT

There is one (1) vacancy and an application was received from David R. Miller as an Alternate.

Chairman Edds stated David Miller applied to fill the vacancy and the Board unanimously approved Mr. Miller's appointment.

The term is for three (3) years beginning March 1, 2017 and expiring on February 29, 2020.

GRANITE QUARRY PLANNING – ETJ

There is one (1) vacancy and the following application has been received:

- Rev. David Trexler

Commissioner Pierce moved to appoint David Trexler. The motion was seconded by Commissioner Caskey and carried unanimously.

According to the Town of Granite Quarry the term for this position will expire July 31, 2019.

TOWN OF ROCKWELL – ETJ

There is one (1) vacancy and the following application has been received:

- Wesley Scott Plyler for reappointment

Commissioner Greene moved to appoint Wesley Scott Plyler. The motion was seconded by Commissioner Caskey and carried unanimously.

The term is for three (3) years beginning March 1, 2017 and expiring February 29, 2020.

SALISBURY-ROWAN COMMUNITY ACTION AGENCY

There is one (1) vacancy and the following application has been received:

- Shari Linn Evans

If appointed, Ms. Evans would fill the remainder of Mr. Duncan's term which was set to expire September 30, 2018 after which Ms. Evans would be eligible for reappointment.

Commissioner Klusman made a motion to accept Jack Duncan's resignation. Commissioner Greene seconded and the motion passed unanimously.

Commissioner Klusman moved to appoint Shari Evans. The motion was seconded by Commissioner Greene and carried unanimously.

The term is for two (2) years beginning March 1, 2017 and expiring February 28, 2019.

MOUNT MITCHELL VFD FIRE COMMISSIONERS

There are three (3) vacancies and the following applications have been received:

- Bobbie Aldridge for reappointment
- David Duncan for reappointment
- Jeff Eury for reappointment

Commissioner Pierce nominated Bobbie Aldridge, David Duncan, and Jeff Eury for reappointment and the nominations carried unanimously.

The terms are for two (2) years beginning April 1, 2017 and expiring March 31, 2019.

SCOTCH-IRISH VFD FIRE COMMISSIONERS

There are three (3) vacancies and the following applications have been received:

- Robert Knox, Jr.
- Timothy Leroy Denton for reappointment
- Grady Michael Thompson for reappointment

Commissioner Greene nominated Timothy Leroy Denton and Grady Michael Thompson for reappointment and Robert Knox, Jr. The motion was seconded by Commissioner Caskey and carried unanimously.

The terms are for two (2) years beginning April 1, 2017 and expiring March 31, 2019.

WOODLEAF VFD FIRE COMMISSIONERS

There are three (3) vacancies and the following applications have been received:

- David Correll for reappointment
- James Summers for reappointment
- Kay Gregory for reappointment

Commissioner Greene moved to reappoint David Correll, James Summers, and Kay Gregory. The motion was seconded by Commissioner Klusman and carried unanimously.

The terms are for two (2) years beginning April 1, 2017 and expiring March 31, 2019.

NURSING HOME ADVISORY COMMITTEE

There are five (5) vacancies and the following applications have been received:

- Aulena Sellers-Crook for reappointment
- Melissa Pierce for reappointment
- Virginia Graves for reappointment

The terms are for three (3) years. If reappointed, Ms. Sellers-Crook and Ms. Pierce's terms will begin March 1, 2017 and expire February 29, 2020. The term for Ms. Graves will begin April 1, 2017 and expire March 31, 2020.

Commissioner Klusman moved, Commissioner Caskey seconded and the motion to reappoint Ms. Sellers-Crook, Ms. Pierce, and Ms. Graves to the term limits outlined above carried unanimously.

THERAPEUTIC RECREATION BOARD

There are three (3) vacancies and the following applications have been received:

- Nancy Collins for reappointment
- Dr. Pat Whitley for reappointment

Commissioner Klusman moved to reappoint Nancy Collins and Dr. Pat Whitley. The motion was seconded by Commissioner Greene and carried unanimously.

The terms are for three (3) years beginning April 1, 2017 and expiring March 31, 2020.

ADDITION

FEE STRUCTURE FOR ANIMAL SHELTER MEDICAL PROCEDURES

(This item was pulled from the Consent Agenda for discussion).

Commissioner Pierce said he pulled the item for discussion because it had always been a long standing policy that Rowan County was working toward providing spay/neuter services in-house at the Animal Shelter and have a flat fee which included vaccination, microfilming, and spay/neuter. Commissioner Pierce stated that he and Animal Services Director Bob Pendergrass were in agreement it would be simpler to have one (1) flat fee to include all services and that the fee be changed to \$80.

Commissioner Pierce made a motion to amend the agenda item to reflect the change.

Animal Services Director Bob Pendergrass came forward to address the Board and agreed it would be simpler to charge a flat fee. Mr. Pendergrass said he had been unaware that a flat fee was previously agreed upon for all animals as those discussions took place before he became the Director. Mr. Pendergrass said Commissioner Pierce was correct the flat fee would simplify things for the Shelter.

Commissioner Klusman asked if cats were currently microchipped and Mr. Pendergrass stated all animals were microchipped before leaving the Shelter.

County Attorney Jay Dees stated it will actually cost less for a person adopting an animal to have the animal spayed/neutered in house versus going to a vet.

County Manager Aaron Church clarified the main reason the item was on the agenda was to enable the Veterinarian to assess a reasonable fee in the event a person's animal is picked up by Animal Control and requires services at the Shelter. Mr. Church agreed a flat fee would be easier to administer.

Commissioner Caskey seconded the motion on the floor and the motion passed unanimously.

At this point in the meeting, Chairman Edds asked the Board to indulge him as he read the following statement:

I want to address an issue where I hurt some folks with something I said a few weeks ago. I was attending a standing-room only city council meeting in Landis. Before the meeting began, a joking citizen compared the large crowd, and the mood, to the old Wild Wild West. I responded to the Wild Wild West comment, asking him if that might include an old fashioned hangin'.

When I got up to speak, I joked with the crowd about that, but instead of using the word hanging, I said lynching. I immediately knew what I had done. I tried to correct myself, but the damage was done.

Without question, I understand that word brings significant pain to people in our community, especially to my friends and neighbors in our African-American community. In our political climate, I think we would all agree that our society has become increasingly sensitive and, often times, is too quick to be offended. This, however, was not one of those times. That word was hurtful. It was just simply not the word I was looking for. I made a huge mistake and I'm very sorry.

When I took the oath of office in this very room in December of 2014, I spoke to a packed house and promised that I would work to change the tone of our political discourse in Rowan County. I don't think that there's any question that we have done that. I also guaranteed that we would screw up, and I even predicted that it would most likely be me that did it. Well, here we are, and it was me.

There is never a GOOD time or an acceptable time to say something that personally hurts people. But I think it is possible for there to be a worse time and with the struggles that we find our community experiencing right now, I could not have picked a worse time to use the wrong word.

To those I hurt, I sincerely, sincerely apologize. I ask for your forgiveness. I absolutely was not trying to make light of something that is so hurtful to so many. I also apologize to the citizens of Rowan County for any embarrassment I caused and for creating an unnecessary distraction that we can ill-afford. And I apologize to my fellow commissioners, to the county manager, and to our wonderful staff.

As elected officials, we are on stage, as it were, 24-7. Personally, I speak all around the county, multiple times a day, often times 7 days a week. Sometimes when speaking, I mess up and think

to myself, "Man, that didn't come out right." But this was different. This hurt people. And for that I am very sorry.

8. CLOSED SESSION

Commissioner Edds moved, Commissioner Klusman seconded and the vote to enter into Closed Session at 4:45 p.m. passed unanimously. The purpose of the Closed Session was in accordance with North Carolina General Statute § 143-318.11(a)(1) to consider approval of the February 6, 2017 Closed Session minutes and § 143-318.11(a)(4) for discussion regarding real property purchases.

The Board returned to Open Session at 5:06 p.m. No action was taken.

ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 5:06 p.m. The motion was seconded by Commissioner Klusman 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: Thad Howell, Airport Director
DATE: 02/23/2017
SUBJECT: Amos Aviation Lease Renewal

To Chairman Edds and Board of Commissioners,

Amos Aviation, owned by Davey Amos, has been located at Rowan County Airport since 2011 specializing in flight instruction and pipeline patrol. Amos Aviation purchases the majority of their fuel from Rowan County Airport and is a contributing member of the aviation community. Mr. Amos' company rents two T-hangars and office space on the second level of the airport terminal.

The original limited FBO agreement for Amos Aviation to provide flight services will expire on March 30, 2017 and he wishes to renew for an additional five years. County Administration worked with Mr. Amos on the terms of the renewal and agreed to a five year term with the following office rental schedule.

Current Amos Aviation Agreement

2014-2017 \$275/Month

Proposed Amos Aviation Agreement

2017-2020 \$302.50/Month (10% increase from current agreement)
2021 \$312.50/Month (\$10.00 increase for year 4)
2022 \$322.50/Month (\$10.00 increase for year 5)

Amos Aviation's original limited FBO agreement and proposed agreement are included in the agenda package. Please consider renewing Amos Aviation's limited FBO agreement.

ATTACHMENTS:

Description	Upload Date	Type
Current Amos Aviation Final Limited FBO Agreement	2/23/2017	Backup Material
Proposed Amos Aviation Limited FBO		

North Carolina
Rowan County

Limited Fixed Base Operator Agreement

This limited Fixed Base Operator's Agreement (the "Agreement") entered into as of the 17th day of March, 2014, by and between Rowan County, a body politic and corporate created by the State of North Carolina ("Lessor"), and Amos Aviation, a flight school with authority to do business in the State of North Carolina (Lessee").

WITNESSETH:

WHEREAS, Lessor owns, controls and operates the Rowan County Airport (the "Airport") in the County of Rowan, State of North Carolina;

WHEREAS, fixed base operation services are essential to the proper accommodation of general and commercial aviation at the airport; and

WHEREAS, Lessor desires to make such services available at the Airport and Lessee is qualified, ready, willing and able to provide such services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I TERM

The term of this agreement shall be for a period of three (3) years, commencing on the 1st day of April, 2014 and continuing through the 31st day of March 2017 (the "Termination Date"), unless earlier terminated under the provisions of this agreement. Prior to the termination of this agreement, Lessor and Lessee shall have the option jointly to extend this agreement.

ARTICLE II LEASED PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following premises, identified below and the right of ingress and egress for both vehicles and aircraft:

A. Real Property as follows:

1. One office in the terminal/administration building, representing approximately 456 square feet including utilities (electricity) with heat and air condition (or other facilities as agreed upon by both parties);

2. Three aircraft tie down spaces on the ramp to be used in the performance of the FBO agreement. The spaces if not used, cannot be sub-leased by the Lessee to other airport users.

ARTICLE III

RIGHTS AND OBLIGATIONS OF LESSEE

A. **Authorized Services.** Lessee is hereby granted the nonexclusive privilege to engage in, and Lessee agrees to engage in, the business of providing flight instruction and training as a limited fixed base operator at the Rowan County Airport. Lessee shall furnish to the Lessor an operations plan that describes the scope of services to be provided including hours of operations and shall become a part of this agreement, as Exhibit A. Such plan may be revised from time to time with revisions being provided to the Lessor. At a minimum, the Lessee shall conduct its services at a minimum of eight (8) hours per day, for five (5) days per week, except for holidays, unless both parties mutually agree upon other times.

The Lessee agrees to maintain a complete record of all activities and operations in such detail as may be required by the Lessor or by federal regulations.

B. **Operating Standards.** In providing any of the required and/or authorized services or activities specified in this Agreement, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. Lessee shall at all times comply with the Rowan County Airport Rules and Regulations as provided in Exhibit B. Such rules and regulations may be amended or revised from time to time by the Lessor.
2. Lessee shall provide trained employees in carrying out the limited FBO services. The Lessee shall provide at the request of the Lessor, any and all licenses, certifications, etc. that may be required by the FAA and other federal/state agencies to conduct business.
3. Lessee shall provide, at a minimum, liability and professional liability coverage to protect the Lessee from all claims from all work performed by its employees or officers. The Lessee agrees to hold the Lessor harmless from all claims as described in the insurance policy. A copy of the insurance policy shall be provided to Lessor within 30 days of the signing of this lease and shall be attached to this lease as Exhibit C.
4. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates of qualifications as may be required in carrying out assigned duties. It shall be the responsibility of Lessee to

maintain close supervision over its employees to assure a high standard of service to customers of Lessee.

5. Except as otherwise provided herein, Lessee shall meet all expenses and payments to its employees and others on a timely basis.
6. Lessee shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.
7. Except as otherwise provided herein, Lessee shall maintain the Premises in good condition, order and repair, and shall surrender the same upon the expiration of this Agreement, in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Lessee's negligence excepted.

C. Signs. During the term of this agreement, Lessee shall have the right, at its expense, to place in or on the Premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by Lessor and in conformance with any overall directional graphics or sign program established by Lessor. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of this Agreement.

D. Non-Exclusive Right. It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any service described in this article at any time during the term of this Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

1. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport.
2. Any other operator of aeronautical endeavors or activities will not be permitted to operate on the Airport under rates, terms of conditions which are more favorable than those set forth in this Agreement; and
3. It will not permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved lease and operating agreement.

E. Maintenance of Airport Facilities.

1. The Lessor at its sole expense, shall maintain the landing area and surrounding areas of the Airport and other facilities such as the landing lighting system for use of the Airport by aircraft and will keep the landing area and surrounding areas and facilities in good order and repair during the term of this lease.

2. The Lessor shall be responsible for notification to the FAA and other regulatory agencies of NOTAMS, and other special information of flight activity at the Airport. In addition, the Lessee shall notify the Lessor promptly of any failure of airport lighting, radio or mechanical equipment for repair/replacement.

3. The Lessor shall operate and maintain a fueling operations facility at the Airport and shall provide fuel to the Lessee. Pricing for fuel shall be established and adjusted from time-to-time by the Lessor in accordance with its fuel pricing policies and practices.

ARTICLE IV **APPURTENANT PRIVILEGES**

A. **Use of Airport Facilities.** Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor.

B. **Maintenance of Airport Facilities.** Lessor shall maintain all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as, in its opinion, are required and necessary for the safe and efficient operation of the Airport.

C. **Aerial Approaches.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

D. **Non-Competition.** Lessor shall not engage directly or indirectly in any of the activities described in Paragraph A of Article III of the Agreement.

ARTICLE V **LEASEHOLD IMPROVEMENTS**

All leasehold improvements to be made in the leased facilities and on airport property shall be reviewed and approved by the Lessor prior to being undertaken by the Lessee. All improvements shall remain the property of the Lessor in the event that this agreement is terminated by either party.

ARTICLE VI PAYMENTS

A. **Rent and Fees.** In consideration of the rights and privileges granted by this Agreement, Lessee agrees to pay to Lessor during the term of this Agreement the following:

1. **Rent.** A rental rate of \$275.00 per month for the Office Premises for the term of this agreement.

2. **Tie Downs.** A rate of \$15.00 or one-half of the current tie-down rate (whichever is less) per month for tie-downs if requested by the Lessee. Lessee may request to lease additional tie-down spaces on a daily basis in order to better accommodate its clients. Any additional tie downs will be at the same rate, as described above.

B. **Delinquency Charge.** A delinquency charge of 5% per month shall be added to the payment required by Paragraph A above for each and every month, which payment is rendered more than ten (10) days delinquent and remains unpaid.

C. **Place of Payment.** All payments due Lessor from Lessee shall be delivered to the Rowan County Airport, 3670 Airport Loop Road, Salisbury, North Carolina, 28144. All checks shall be made payable to Rowan County.

D. **Records.** Lessee shall provide and maintain accurate records of services provided under this Agreement, for a period of three (3) years from the date the record is made.

ARTICLE VII UTILITIES

Omitted.

ARTICLE VIII INSURANCE

A. **Required Insurance.** Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, the following insurance associated with the leased facilities described in Article II:

1. **Comprehensive general liability insurance** protecting Lessor against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, used by Lessee at the Airport,

caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000;

Lessee shall provide adequate fire and extended coverage insurance to protect all fixed improvements erected by Lessee on or in the Premises to the full insurable value.

The insurance specified above, shall name Rowan County, a body politic, as an additional insured and provide Lessor notice at least thirty (30) days in advance of insurer's intent to terminate such coverage. A copy of all required insurance policies shall be delivered to the Lessor within 30 days of the signing of this lease and shall be attached to this lease as Exhibit C as provided above.

B. **Notice.** Lessor agrees to notify Lessee in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which Lessor has knowledge, and to cooperate with Lessee in the investigation thereof.

C. **Casualty.** In the event of any loss, damage, destruction or other casualty to any of the Premises, Lessor shall promptly replace, repair or rebuild the affected part of the Premises, with the Lessee receiving an equitable abatement of rent until the affected part of the Premises is replaced, repaired or rebuilt.

D. **Workers Compensation.** If required by statute or regulation, Lessee shall secure liability for industrial injury or illness to its employees in accordance with the provisions, laws and regulations of the State of North Carolina. Lessee shall within 30 days of the signing of this lease and annually, provide a copy of the declaration page of the Workers Compensation policy as proof of coverage and this declaration page shall be attached to this lease as Exhibit D. Workers Compensation coverage shall not be terminated reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the Lessor.

ARTICLE IX INDEMNIFICATION

To the extent not covered by insurance carried in favor of Lessor, Lessee shall keep and hold harmless Lessor from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessor or Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operation, or anything done or omitted by Lessee, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the acts or omissions of Lessor or its agents or employees.

ARTICLE X LESSEE AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Lessee acts as an independent contractor and not as an agent of Lessor. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

ARTICLE XI

ASSIGNMENT

This agreement, or any part thereof, may not be assigned, transferred or subleased by Lessee, by process or operation of law or in any other manner whatsoever, without the prior written consent of Lessor.

ARTICLE XII

NON-DISCRIMINATION

Notwithstanding any other or inconsistent provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Agreement, does hereby covenant and agree, as a covenant running with the land, that:

A. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in, the use of the Premises.

B. In the construction of any improvement on, over or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

C. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to enter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

ARTICLE XIII

REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subjected and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which

has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises, and compensation for the taking thereof, interference therewith damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto.

ARTICLE XIV **DEFAULT AND TERMINATION**

A. Termination by Lessee. This Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:

1. The abandonment of the Airport as an airport or airfield for any type, class or category of aircraft.
2. The default by Lessor in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessor to remedy, or undertake to remedy, such default for a period of thirty (30) days after receipts of notice from Lessee to remedy the same.
3. Damage to or destruction of all or material part of the Premises of Airport facilities necessary to the operation of Lessee's business.
4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting business operations for a period in excess of ninety (90) days.
5. The assignment by the Lessor of the primary fixed base operations at the Airport to any other private or public entity.

B. Termination by Lessor. This Agreement shall be subject to termination by Lessor in the event of any one or more of the following events:

1. The default by the Lessee in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Lessee to remedy, or undertake to remedy, to Lessor's satisfaction, such default for a period of thirty (30) days after receipt of notices from Lessor to remedy the same.
2. Lessee files a voluntary petition in bankruptcy; including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days after the appointment of such a receiver.

C. Exercise. Exercise of the rights of termination set forth in Paragraphs A and B, above, shall be by notice to the other party within thirty (30) days following the event giving rise to the termination.

D. Removal of Property. Upon termination of this Agreement for any reason, Lessee at its sole expense, shall remove from the Premises all signs, trade fixtures,

furnishings, personal property equipment and materials that Lessee was permitted to install or maintain under the rights granted herein. If Lessee shall fail to do so within thirty (30) days, then Lessor may effect such removal or restoration at Lessee's expense, and Lessee agrees to pay Lessor such expense promptly upon receipt of a proper invoice therefore.

E. Causes of Breach; Waiver.

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligation hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Lessee to pay fees, rents or other charges to Lessor.

2. The waiver of any breach, violation or default on or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

ARTICLE XV ARBITRATION

All claims or disputes arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Notice of demand of arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law; (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration; and (3) the interest or responsibility of such person or entity in the matter is not insubstantial.

The agreement of the parties to arbitrate claims and disputes shall be specifically enforceable under the prevailing arbitration law.

Pending final decision of the arbitrator or arbitrators, the parties shall proceed diligently with the performance of their obligations under this Agreement.

ARTICLE XVI MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

B. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. **Notice.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Lessor, addressed to:

Manager
Rowan County Manager's Office
130 W. Innes St.
Salisbury, NC 28144

2. If to Lessee, addressed to:

Davey Amos
9301 Mount Olive Road
Mt. Pleasant NC, 28124

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

D. **Headings.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

E. **Governing Law.** This Agreement is to be construed in accordance with the laws of the State of North Carolina.

F. **Memorandum.** The parties shall execute a recordable memorandum of this Agreement for filing by the Rowan County Attorney.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR: ROWAN COUNTY

By: 
Title: Rowan Co, N.C.

LESSEE: AMOS AVIATION, a Sole Proprietor

By: 
Title: Owner

Amos Aviation Service Operating Plan

Amos Aviation provides flight and ground training for the following:

Sport Pilot
Private Pilot
Commercial Pilot
Instrument Rating
Multi Engine Rating
Flight Instructor Rating
Pipeline Patrol Services

Amos Aviation provides Computer Assisted Testing Service (CATS)

All above are provided according to FAA and other appropriate government regulations and laws.

Amos Aviation operates at Rowan County Airport on the following schedule:

Monday through Friday
8:00am – 5:00pm
Saturday & Sunday
As needed

North Carolina
Rowan County

**Limited Fixed Base Operator Agreement
Extended Term**

This limited Fixed Base Operator's Agreement (the "Agreement") entered into for an Extended Term and is effective as of the ____ day of March, 2017, by and between Rowan County, a body politic and corporate created by the State of North Carolina ("Lessor"), and Amos Aviation, a flight school with authority to do business in the State of North Carolina (Lessee").

WITNESSETH:

WHEREAS, Lessor owns, controls and operates the Rowan County Airport (the "Airport") in the County of Rowan, State of North Carolina;

WHEREAS, fixed base operation services are essential to the proper accommodation of general and commercial aviation at the airport; and

WHEREAS, Lessor has made such services available under the prior Original Agreement continuously since April 2014, and Lessor now desires to make such services available at the Airport for an Extended Term and Lessee is qualified, ready, willing and able to provide such services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

**ARTICLE I
EXTENDED TERM**

The Extended Term of this agreement shall be for a period of FIVE (5) years, commencing on the 1st day of April, 2017 and continuing through the 31st day of March 2022 (the "Termination Date"), unless earlier terminated under the provisions of this agreement. Prior to the termination of this agreement, Lessor and Lessee shall have the option jointly to extend this agreement.

**ARTICLE II
LEASED PREMISES**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following premises, identified below and the right of ingress and egress for both vehicles and aircraft:

A. Real Property as follows:

1. One office in the terminal/administration building, representing approximately 456 square feet including utilities (electricity) with heat and air condition (or other facilities as agreed upon by both parties);
2. Three aircraft tie down spaces on the ramp to be used in the performance of the FBO agreement. The spaces if not used, cannot be sub-leased by the Lessee to other airport users.

ARTICLE III
RIGHTS AND OBLIGATIONS OF LESSEE

A. **Authorized Services.** Lessee is hereby granted the nonexclusive privilege to engage in, and Lessee agrees to engage in, the business of providing flight instruction and training as a limited fixed base operator at the Rowan County Airport. Lessee shall furnish to the Lessor an operations plan that describes the scope of services to be provided including hours of operations and shall become a part of this agreement, as Exhibit A. Such plan may be revised from time to time with revisions being provided to the Lessor. At a minimum, the Lessee shall conduct its services at a minimum of eight (8) hours per day, for five (5) days per week, except for holidays, unless both parties mutually agree upon other times.

The Lessee agrees to maintain a complete record of all activities and operations in such detail as may be required by the Lessor or by federal regulations.

B. **Operating Standards.** In providing any of the required and/or authorized services or activities specified in this Agreement, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. Lessee shall at all times comply with the Rowan County Airport Rules and Regulations as provided in Exhibit B. Such rules and regulations may be amended or revised from time to time by the Lessor.
2. Lessee shall provide trained employees in carrying out the limited FBO services. The Lessee shall provide at the request of the Lessor, any and all licenses, certifications, etc. that may be required by the FAA and other federal/state agencies to conduct business.
3. Lessee shall provide, at a minimum, liability and professional liability coverage to protect the Lessee from all claims from all work performed by its employees or officers. The Lessee agrees to hold the Lessor harmless from all claims as described in the insurance policy. A copy of the insurance policy shall be provided to Lessor within 30 days of the signing of this lease and shall be attached to this lease as Exhibit C.

4. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates of qualifications as may be required in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over its employees to assure a high standard of service to customers of Lessee.
5. Except as otherwise provided herein, Lessee shall meet all expenses and payments to its employees and others on a timely basis.
6. Lessee shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.
7. Except as otherwise provided herein, Lessee shall maintain the Premises in good condition, order and repair, and shall surrender the same upon the expiration of this Agreement, in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Lessee's negligence excepted.

C. Signs. During the term of this agreement, Lessee shall have the right, at its expense, to place in or on the Premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by Lessor and in conformance with any overall directional graphics or sign program established by Lessor. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of this Agreement.

D. Non-Exclusive Right. It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any service described in this article at any time during the term of this Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

1. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport.
2. Any other operator of aeronautical endeavors or activities will not be permitted to operate on the Airport under rates, terms of conditions which are more favorable than those set forth in this Agreement; and
3. It will not permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved lease and operating agreement.

E. Maintenance of Airport Facilities.

1. The Lessor at its sole expense, shall maintain the landing area and surrounding areas of the Airport and other facilities such as the landing lighting system

for use of the Airport by aircraft and will keep the landing area and surrounding areas and facilities in good order and repair during the term of this lease.

2. The Lessor shall be responsible for notification to the FAA and other regulatory agencies of NOTAMS, and other special information of flight activity at the Airport. In addition, the Lessee shall notify the Lessor promptly of any failure of airport lighting, radio or mechanical equipment for repair/replacement.

3. The Lessor shall operate and maintain a fueling operations facility at the Airport and shall provide fuel to the Lessee. Pricing for fuel shall be established and adjusted from time-to-time by the Lessor in accordance with its fuel pricing policies and practices.

ARTICLE IV **APPURTENANT PRIVILEGES**

A. **Use of Airport Facilities.** Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor.

B. **Maintenance of Airport Facilities.** Lessor shall maintain all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as, in its opinion, are required and necessary for the safe and efficient operation of the Airport.

C. **Aerial Approaches.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

D. **Non-Competition.** Lessor shall not engage directly or indirectly in any of the activities described in Paragraph A of Article III of the Agreement.

ARTICLE V **LEASEHOLD IMPROVEMENTS**

All leasehold improvements to be made in the leased facilities and on airport property shall be reviewed and approved by the Lessor prior to being undertaken by the Lessee. All improvements shall remain the property of the Lessor in the event that this agreement is terminated by either party.

ARTICLE VI PAYMENTS

A. **Rent and Fees.** In consideration of the rights and privileges granted by this Agreement, Lessee agrees to pay to Lessor during the term of this Agreement the following:

1. **Rent.** For the first three (3) years of this Extended Term, the Rental Rate shall be \$302.50 per month for the Office Premises for the term of this agreement. The Fourth Year Rental Rate shall be \$312.50 per month. And the Fifth and Final Year of this Agreement the Rental Rate shall be \$322.50 per month.

2. **Tie Downs.** A rate of \$15.00 or one-half of the current tie-down rate (whichever is less) per month for tie-downs if requested by the Lessee. Lessee may request to lease additional tie-down spaces on a daily basis in order to better accommodate its clients. Any additional tie downs will be at the same rate, as described above.

B. **Delinquency Charge.** A delinquency charge of 5% per month shall be added to the payment required by Paragraph A above for each and every month, which payment is rendered more than ten (10) days delinquent and remains unpaid.

C. **Place of Payment.** All payments due Lessor from Lessee shall be delivered to the Rowan County Airport, 3670 Airport Loop Road, Salisbury, North Carolina, 28144. All checks shall be made payable to Rowan County.

D. **Records.** Lessee shall provide and maintain accurate records of services provided under this Agreement, for a period of three (3) years from the date the record is made.

ARTICLE VII UTILITIES

Omitted.

ARTICLE VIII INSURANCE

A. **Required Insurance.** Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, the following insurance associated with the leased facilities described in Article II:

1. **Comprehensive general liability insurance** protecting Lessor against any and all liability by reason of Lessee's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways or other

public places, including runways and taxiways, used by Lessee at the Airport, caused by or arising out of any wrongful act or omission of Lessee, in the minimum amount of \$1,000,000;

Lessee shall provide adequate fire and extended coverage insurance to protect all fixed improvements erected by Lessee on or in the Premises to the full insurable value.

The insurance specified above, shall name Rowan County, a body politic, as an additional insured and provide Lessor notice at least thirty (30) days in advance of insurer's intent to terminate such coverage. A copy of all required insurance policies shall be delivered to the Lessor within 30 days of the signing of this lease and shall be attached to this lease as Exhibit C as provided above.

B. **Notice.** Lessor agrees to notify Lessee in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which Lessor has knowledge, and to cooperate with Lessee in the investigation thereof.

C. **Casualty.** In the event of any loss, damage, destruction or other casualty to any of the Premises, Lessor shall promptly replace, repair or rebuild the affected part of the Premises, with the Lessee receiving an equitable abatement of rent until the affected part of the Premises is replaced, repaired or rebuilt.

D. **Workers Compensation.** If required by statute or regulation, Lessee shall secure liability for industrial injury or illness to its employees in accordance with the provisions, laws and regulations of the State of North Carolina. Lessee shall within 30 days of the signing of this lease and annually, provide a copy of the declaration page of the Workers Compensation policy as proof of coverage and this declaration page shall be attached to this lease as Exhibit D. Workers Compensation coverage shall not be terminated reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the Lessor.

ARTICLE IX INDEMNIFICATION

To the extent not covered by insurance carried in favor of Lessor, Lessee shall keep and hold harmless Lessor from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessor or Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operation, or anything done or omitted by Lessee, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the acts or omissions of Lessor or its agents or employees.

ARTICLE X LESSEE AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Lessee acts as an independent contractor and not as an agent of Lessor. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

ARTICLE XI

ASSIGNMENT

This agreement, or any part thereof, may not be assigned, transferred or subleased by Lessee, by process or operation of law or in any other manner whatsoever, without the prior written consent of Lessor.

ARTICLE XII

NON-DISCRIMINATION

Notwithstanding any other or inconsistent provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this Agreement, does hereby covenant and agree, as a covenant running with the land, that:

A. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in, the use of the Premises.

B. In the construction of any improvement on, over or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

C. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to enter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

ARTICLE XIII

REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subjected and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which

has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises, and compensation for the taking thereof, interference therewith damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto.

ARTICLE XIV

DEFAULT AND TERMINATION

A. Termination by Lessee. This Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:

1. The abandonment of the Airport as an airport or airfield for any type, class or category of aircraft.
2. The default by Lessor in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessor to remedy, or undertake to remedy, such default for a period of thirty (30) days after receipts of notice from Lessee to remedy the same.
3. Damage to or destruction of all or material part of the Premises of Airport facilities necessary to the operation of Lessee's business.
4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting business operations for a period in excess of ninety (90) days.
5. The assignment by the Lessor of the primary fixed base operations at the Airport to any other private or public entity.

B. Termination by Lessor. This Agreement shall be subject to termination by Lessor in the event of any one or more of the following events:

1. The default by the Lessee in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of the Lessee to remedy, or undertake to remedy, to Lessor's satisfaction, such default for a period of thirty (30) days after receipt of notices from Lessor to remedy the same.
2. Lessee files a voluntary petition in bankruptcy; including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days after the appointment of such a receiver.

C. Exercise. Exercise of the rights of termination set forth in Paragraphs A and B, above, shall be by notice to the other party within thirty (30) days following the event giving rise to the termination.

D. Removal of Property. Upon termination of this Agreement for any reason, Lessee at its sole expense, shall remove from the Premises all signs, trade fixtures,

furnishings, personal property equipment and materials that Lessee was permitted to install or maintain under the rights granted herein. If Lessee shall fail to do so within thirty (30) days, then Lessor may effect such removal or restoration at Lessee's expense, and Lessee agrees to pay Lessor such expense promptly upon receipt of a proper invoice therefore.

E. Causes of Breach; Waiver.

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligation hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Lessee to pay fees, rents or other charges to Lessor.

2. The waiver of any breach, violation or default on or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

**ARTICLE XV
ARBITRATION**

All claims or disputes arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Notice of demand of arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law; (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration; and (3) the interest or responsibility of such person or entity in the matter is not insubstantial.

The agreement of the parties to arbitrate claims and disputes shall be specifically enforceable under the prevailing arbitration law.

Pending final decision of the arbitrator or arbitrators, the parties shall proceed diligently with the performance of their obligations under this Agreement.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

A. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

B. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. **Notice.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Lessor, addressed to:

Manager
Rowan County Manager's Office
130 W. Innes St.
Salisbury, NC 28144

2. If to Lessee, addressed to:

Davey Amos
9301 Mount Olive Road
Mt. Pleasant NC, 28124

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

D. **Headings.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

E. **Governing Law.** This Agreement is to be construed in accordance with the laws of the State of North Carolina.

F. **Memorandum.** The parties shall execute a recordable memorandum of this Agreement for filing by the Rowan County Attorney.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR: ROWAN COUNTY

By: _____

Title: _____

LESSEE: AMOS AVIATION, a Sole Proprietor

By: _____

Title: _____

Amos Aviation Service Operating Plan

Amos Aviation provides flight and ground training for the following:

Sport Pilot
Private Pilot
Commercial Pilot
Instrument Rating
Multi Engine Rating
Flight Instructor Rating
Pipeline Patrol Services

All above are provided according to FAA and other appropriate government regulations and laws.

Amos Aviation operates at Rowan County Airport on the following schedule:

Monday through Friday
8:00am - 5:00pm
Saturday & Sunday
As needed

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: Tonya Parnell, Tax Collections Manager
DATE:
SUBJECT: Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
Regular Refunds-Feb 2017	3/6/2017	Cover Memo
Jan 2017 VTS	3/6/2017	Cover Memo

ENTERED 3-6-17 K.L. 3/17

3-24-17

FEBRUARY 2017 REGULAR REFUNDS

TAXPAYER NAME 1	NAME 2	ADDRESS 1	ADD 2	CITY	STATE	ZIP	DESCRIPTION	TRANS #	REFUND	ACCT #
ALLMAN DALLAS	NA	204 CAROLYN RD	NA	SALISBURY	NC	28147-0000	209 CAROLYN RD	684885	9.11	6338683
AUSTIN NELSON R	NA	5630 HIGHWAY 152 E	NA	ROCKWELL	NC	28138-8862	N HAMBLEY ST	681522	1.45	5184
BALLARD LIANE M	NA	517 E MILLS DR	NA	LANDIS	NC	28088-1834	107 N ZION ST	681362	20.00	6168132
BARRINGER JERRY LEE	NA	3650 LENTZ RD	NA	CHINA GROVE	NC	28023-8662	2001 TOYOTA TACOMA	682831	31.17	6121821
BAYNE SHARON D	NA	5985 HWY 52	NA	SALISBURY	NC	28146	2003 LEBE	685595	9.00	3019
BETHUNE TINA KING	NA	146 HARBORCREST LN	NA	MOORESVILLE	NC	28117	2006 FORD ZX4 4S FOCUS ZX4 SE	681111	3.24	10546
BILLINGS JEFFERY DAVID	NA	2435 OLD MOCKSVILLE RD	NA	SALISBURY	NC	28144-9071	2011 YAMAHA JET SKI	682833	40.17	6173380
BOHRER PATRICIA	NA	3704 COUNTY HOME RD	NA	CONOVER	NC	28613-7504	191 CROSS MEADOW LN	685137	5.41	6277093
BRYANT CHRISTY A	NA	155 CLEARBROOK DR	NA	SALISBURY	NC	28146-9607	1999 CLAYTON 00014 00080	684205	140.80	6202091
CAUBLE DANNY R	CAUBLE MARY R	815 HURLEY SCHOOL RD	NA	SALISBURY	NC	28147-7014	1993 POLARKRAFT	684048	118.66	94510000
CENTRAL CAROLINA AUTO SALES	NA	2515 FORRESTBROOK DR	NA	KANNAPOLIS	NC	28083-6472	1992 YAMAHA WAVERUNNER	685236	9.87	6325637
CHIRICO STEPHEN	NA	1175 LITTLE BRANCH RD	NA	WOODLEAF	NC	27054-0000	1175 LITTLE BRANCH RD	682515	21.92	6337442
COCHRAN LISA R	NA	110 COCHRAN FARM LN	NA	CLEVELAND	NC	27013-8758	1997 OAKWOOD 00014 00070	681756	2.32	6142432
COLE ANGELA KAY	NA	1788 FLAT CREEK CHURCH RD	NA	RICHFIELD	NC	28137-6748	RIVER RD	681277	3.86	6061457
CONDRA KIMBERLY ANN	NA	1497 ALEXANDER RD	NA	ROCK HILL	SC	29732-2358	5750 NEEDMORE RD	685248	1.44	32294
CONNER PAUL ANDREW	NA	1050 PINEHAVEN DR	NA	SALISBURY	NC	28146-9441	1988 V MASTER I/O	680227	6.47	6176180
COOK SAMUEL LARRY & WF	COOK MARY ANN	130 KINGS TER	NA	SALISBURY	NC	28146-8545	130 KINGS TER	680824	601.44	115857000
CORELOGIC TAX SERVICES LLC	NA	1 CORELOGIC DR	NA	WESTLAKE	TX	76262	HART RD	682609	7.02	31257
CORELOGIC TAX SERVICES LLC	NA	1 CORELOGIC DR	NA	WESTLAKE	TX	76262	220 S FULTON ST	685091	118.55	6003251
CORELOGIC TAX SERVICES LLC	NA	1 CORELOGIC DR	NA	WESTLAKE	TX	76262	1130 LANDOVER DR	685439	7.85	6320704
CORNELIUS SARAH MISENHEIMER	NA	680 CORNELIUS RD	NA	ROCKWELL	NC	28138-9313	680 CORNELIUS RD	683758	1.52	6095363
CORRIHER JOE ALFRED	NA	1845 CORRIHER SPRINGS RD	NA	CHINA GROVE	NC	28023-8782	2010 HOME CHTVALUE	683274	3.80	121050000
CROUSE MATTHEW	NA	33 OAK ST	NA	CHINA GROVE	NC	28023-0000	33 OAK ST	685408	275.28	6303702
DALLEINNE MATTHEW SCOTT	NA	PO BOX 305	NA	SALISBURY	NC	28145-0305	2012 SCANOE	682357	65.79	6317644
DEASON LLOYD JEFFERY	NA	2335 WOODSDALE ST	NA	KANNAPOLIS	NC	28081-8810	2335 WOODSDALE ST	682806	69.74	13141
DELHAIZE AMERICA DISTRIBUTION LLC	NA	PO BOX 1330	NA	SALISBURY	NC	28145-1330	2110 EXECUTIVE DR	683524	48073.29	6337992
DELHAIZE AMERICA LLC	ATTN JONATHAN HUNTER (IRP T	PO BOX 1330	NA	SALISBURY	NC	28145-1330	2110 EXECUTIVE DR	683519	47641.00	6305611
DOBYS UPHOLSTERY	NA	805 N MAIN ST	NA	CHINA GROVE	NC	28023-0000	CLASS SP ASM# 000	681003	1.28	6323806
DOVENMUEHLE	SERVICE CLEARING ACCOUNT	1 CORPORATE DR STE 360	NA	LAKE ZURICH	IL	60047-8924	210 W 15TH ST	685437	3.00	6337262
DSP PROPERTIES LLC	NA	77 MCCACHERN BLVD SE STE 1	NA	CONCORD	NC	28027-4265	NEWSOME RD	682724	269.87	6240672
ENGLAND DONALD LEON	NA	151 CADE LN	NA	KANNAPOLIS	NC	28081-7355	1983 GODFREY MARINE	682829	17.90	6079464
FINGER DOVIE CLINE	NA	535 HOPE HILL RD	NA	SALISBURY	NC	28147-9798	2002 BMW 45L 4S 74SIL	681343	32.55	6076655
FISHERMANS COVE ASSOC INC	NA	261 LAKESHORE DR	NA	SALISBURY	NC	28146-0000	LAKESHORE DR	681834	1.99	182291000
FOUNTAIN DENNIS JAMES	FOUNTAIN PENNY W	1640 SCOUT RD	NA	SALISBURY	NC	28146-2554	1968 JOHNSON O/B	683340	5.42	187760000
FREEMAN FREIGHT LLC	NA	PO BOX 1812	NA	SALISBURY	NC	28145	1723 1ST ST	685236	9.06	13238
FREEMAN FREIGHT LLC	NA	PO BOX 1812	NA	SALISBURY	NC	28145	SECT C SCH K10 CLASS FF ASM# 0	685236	1.05	6338334
GORDON MARGARET A	ATTN: TAX DEPT	450 N BRAND BLVD FL 7	NA	GLENDALE	CA	91203-2346	105 FAITH RD	682684	135.06	6183280
GORDON MARGARET A	ATTN: TAX DEPT	450 N BRAND BLVD FL 7	NA	GLENDALE	CA	91203-2346	105 FAITH RD	682691	136.29	6183280
GRAHAM ROBERT BRADLEY	NA	520 CAL KENNEDY RD	NA	CLEVELAND	NC	27013-9634	2006 TRACKER	684647	41.96	6173377
GREEN APPLE LLC	APPLEBEES BAR & GRILL #330	170 WIND CHIME CT	NA	RALEIGH	NC	27615-6433	SECT C SCH E10 CLASS EQ ASM# C	684492	3.97	6140708
HANSEN DAISY	NA	14281 LIBERTY HILL CHURCH RD	NA	OAKBORO	NC	28129-9669	320 TIMBER CREEK LN	680856	44.84	6110515
HARDING VERA L	NA	7607 THE LAKES DR	NA	FAIRBURN	GA	30213-0000	BLACKWELDER RD	683929	185.58	6139023
HELPER PAULA	NA	PO BOX 976	NA	MORGANTON	NC	28680-0976	301 DANA DR	680621	303.30	245982500
HEPLER STEVEN LEE	NA	351 CHASE DR	NA	SALISBURY	NC	28147-8299	2004 SEAFOX	680089	102.85	6267707
HETRICK KAREN	NA	201 BROOK VALLEY DR	NA	SALISBURY	NC	28147-7834	BROOK VALLEY DR	680033	10.00	6293361
HETRICK KAREN	NA	201 BROOK VALLEY DR	NA	SALISBURY	NC	28147-7834	BROOK VALLEY DR	680037	10.00	6293361
HILL CARY RICHARD	NA	2685 N NC HIGHWAY 153	NA	CHINA GROVE	NC	28023-7588	GRAHAM RD	683030	81.72	6241590
HIRST JEFFREY A	NA	902 HIDDEN CREEK CIR	NA	SALISBURY	NC	28147-7228	902 HIDDEN CREEK CIR	684884	257.39	6112424
HOLSHOUSER JEFFREY BRIAN	NA	137 2NC AVE	NA	CHINA GROVE	NC	28023	1981 GLASMASTER	685599	10.85	6010372
HUFFMAN MICHAEL T & WF	HUFFMAN AMY B	PO BOX 507	NA	CHINA GROVE	NC	28023-0000	2015 MERCURY	683762	675.08	6329993
HUFFMAN STACYE C	NA	1029 AMBER CT	NA	CHINA GROVE	NC	28023-8323	1117 LAUREN OAKS DR	685083	5.95	6177671
HUGHES DANIEL GORDON SR	NA	2135 SHUE RD	NA	SALISBURY	NC	28147-6629	1988 RYANCRAFT	682831	36.48	6135513
HUNSUCKER MARK WALTER	NA	1003 AIKEN ST	NA	KANNAPOLIS	NC	28081-4624	317 NORTHDAL AV	685220	15.00	6003228

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IHOP INVESTORS LIMITED PRTRNSP	ATTN TAX DEPT	450 N BRAND BLVD FL 7	NA	GLENDALE	CA	91203-2346	275 BENDIX DR	682613	1224.37	6149968
IHOP INVESTORS LIMITED PRTRNSP	ATTN TAX DEPT	450 N BRAND BLVD FL 7	NA	GLENDALE	CA	91203-2346	275 BENDIX DR	682667	1254.29	6149968
JACKSON DONALD L	NA	220 WACCAMAW DR	NA	SALISBURY	NC	28146-9368	1988 PROCRAFT	682027	17.59	281155000
JAIMES JAVIER	NA	2892 SPRINGDALE AVE	NA	KANNAPOLIS	NC	28081-2566	1991 LIBERTY 00014 00070	681373	14.06	6334758
JENKINS DIANE	NA	130 BRINDLES HILLSIDE LN	NA	SALISBURY	NC	28147	130 BRINDLES HILLSIDE LN	685354	1.48	6183110
KEPLEY ROBERT L	KEPLEY GINA M	135 STOLZ RD	NA	ROCKWELL	NC	28138-9536	135 STOLZ RD	683756	27.98	6067597
KIGHTLINGER LYNETTE MARIE	NA	1001 HIGHLAND WOODS DR	NA	KANNAPOLIS	NC	28083-7107	1997 NISS 4S MAXIMA	683864	5.85	6326559
KING THOMAS M	NA	132 COTTONTAIL LN	NA	ADVANCE	NC	27006-8719	405 BRINGLE FERRY RD	685236	30.18	6197661
KIRK JEFFREY SHANE	NA	1401 RICKEY RD	NA	TAYLORSVILLE	NC	28681-0000	1988 DYNASTY	684337	36.58	6173205
KIZZIAH TIMOTHY	NA	3985 E NC 152 HWY	NA	SALISBURY	NC	28146	1986 BRIGIDIER 00012 00070	682948	67.15	6046332
LAMBIRTH BOBBY C	LAMBIRTH SALES	1586 SIDES RD	NA	SALISBURY	NC	28146	SECT C SCH K10 CLASS FF ASM# 0	681772	17.01	6010160B
LATHAPHASAVANG CHAMPY	NA	1111 ARBOR DR #1D	NA	CHINA GROVE	NC	28023-6430	1978 PROCRAFT	681528	8.10	6253108
LAW OFFICE ROBERT FORQUER PLLC	NA	420 EAST 15TH ST	NA	CHARLOTTE	NC	28206	1415 CROSBY ST	680991	9.65	6336147
LEAZER SHIRLEY ERVIN & HUS	LEAZER HARRY BENNETT	307 BROOK ST	NA	SALISBURY	NC	28146-8825	307 BROOK ST	680068	31.44	6036865
LEE CLARA	NA	560 HOMER CORRIHER RD	NA	CHINA GROVE	NC	28023-0000	HOMER CORRIHER RD	681012	489.18	6318589
LEGET MICHAEL LEE	NA	175 MAPLE ST	NA	SALISBURY	NC	28146-9750	2007 DIAC	683140	31.68	6216568
LITTLE BARBARA B	NA	5212 MOORESVILLE RD	NA	SALISBURY	NC	28147-7658	SUNSET END LN	681518	197.34	334760000
LOCKHART RADELL B	NA	1811 CHANTILLY LN	NA	SALISBURY	NC	28146-8635	1811 CHANTILLY LN	679987	1691.81	17274
LOVE ELIZABETH ANN	NA	14103 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138-7787	2004 HOME PERM TAG AE18246	684493	7.94	6145452
LUNSFORD ROBERT STEVEN	NA	1320 STONEWYCK DR	NA	SALISBURY	NC	28146-6952	SHUPING MILL RD	684649	2.63	6269756
MANUS PENNY	NA	3185 NC 152 W # 152	NA	CHINA GROVE	NC	28023-6766	3185 W NC 152 HWY	681052	3.79	6143903
MORGAN JERRY WENDELL	NA	2480 WILSON RD	NA	CHINA GROVE	NC	28023-9362	WILSON RD	682353	2.17	6144318
MORGAN MARIE CORRIHER	NA	245 HARMONY LN	NA	CHINA GROVE	NC	28023-9381	1050 SHADY WOODS RD	681310	113.46	6156926
MOSS FRANCES FESPERMAN	NA	PO BOX 524	NA	ROCKWELL	NC	28138-0524	830 GOLD HILL AV	682823	51.16	398210000
MULLIS BRANDY MICHELLE	NA	224 MAPLE RIDGE CIR	NA	SALISBURY	NC	28147-0000	1994 CHAPARRAL I/O	685394	31.53	6270799
MYERS KELEE	NA	735 ATWELL RD	NA	MOUNT ULLA	NC	28125	765 ATWELL RD	681023	15.47	396450000
NICKENS BEVERLY	NA	4608 22ND AVE	NA	MOUNT RAINIER	MD	20712-2404	3004 N MAIN ST	681905	2.25	6177597
PARKER TALESHA Y	NA	320 PINE VALLEY RD	NA	SALISBURY	NC	28147-8049	320 PINE VALLEY RD	681366	789.44	6292670
PAYNE ROCK INVESTMENTS LLC	NA	21031 CATAWBA AVE STE 105	NA	CORNELIUS	NC	28031-0000	HINSDALE AV	684661	225.67	6280403
PHARR DAVID JR	NA	17 COBB LN APT C	NA	MIDDLETOWN	NY	10940-0000	1023 LOCKE ST	682823	2.29	29159
PIEDMONT MARKETING SOLTNS LLC	NA	ATTN ALICIA POST	317 LANTZ AVE	SALISBURY	NC	28144-0000	CLASS SP ASM# 000	684273	12.18	6316041
PROCTOR LAUREL ANN	PROCTOR JAY RANDALL	220 STONEFIELD LN	NA	SALISBURY	NC	28146-8738	1988 FORD F350	684002	2.00	6307209
RATLIFF CLAUDE & WF	RATLIFF DONNA	150 WILLOW LEAF CT	NA	KANNAPOLIS	NC	28081-0000	150 WILLOW LEAF CT	682303	2.34	6331049
RITCHIE JEFFREY RAY	NA	2885 NC 153 HWY	NA	CHINA GROVE	NC	28023-7590	2885 NC 153 HWY	684640	30.07	10844
ROYALL MARK E	NA	157 SNOW HILL DR	NA	DOBSON	NC	27017-8214	215 CRESCENT HEIGHTS DR	681208	285.57	6037133
RUSHMEYER LORI MITCHELL	NA	402 LOCUST ST	NA	KANNAPOLIS	NC	28081-2265	402 LOCUST ST	685599	25.55	6013012
SALISBURY APARTMENTS LLC T/A	ALEXANDER PLACE APARTMENTS	175 DAVIDSON HWY	NA	CONCORD	NC	28027-4205	SECT C SCH G8 CLASS EQ ASM# 00	683758	1031.86	6138791
SDL SALISBURY LLC	% IHOP CORP	ATTN: TAX DEPT	450 N BRAND BLVD FL 7	GLENDALE	CA	91203-2346	105 FAITH RD	682577	433.92	6136949
SDL SALISBURY LLC	% IHOP CORP	ATTN: TAX DEPT	450 N BRAND BLVD FL 7	GLENDALE	CA	91203-2346	105 FAITH RD	682587	437.85	6136949
SECHLER DANIEL G	NA	2925 DAUGHERTY RD	NA	CHINA GROVE	NC	28023-9683	2925 DAUGHERTY RD	683854	5.85	6224525
SECHLER DANIEL G & WF	SECHLER NITA B	2925 DAUGHERTY RD	NA	CHINA GROVE	NC	28023-9683	2925 DAUGHERTY RD	683761	294.79	6224525
SEI	% GERALD WAYNE STARNES JR	302 CHAPEL ST	NA	CHINA GROVE	NC	28023	SECT C SCH B8 CLASS EQ ASM# 00	684050	49.16	6337116
SEI	% GERALD WAYNE STARNES JR	302 CHAPEL ST	NA	CHINA GROVE	NC	28023-2416	1991 UNKNOWN 00014 00060	684043	44.67	6061555
SELECT PORTFOLIO SERVICING INC	NA	3217 SOUTH DECKER LAKE DR	NA	SALT LAKE CITY	UT	84119	1155 BARNHARDT RD	685446	7.37	6338647
SHARPE DAVID MEL & WF	SHARPE CYNTHIA RENE	7361 MACLEOD LN	NA	DARDENNE PRAIRIE	MO	63368-7234	811 4TH ST	681986	664.17	6292697
SHEPHERD CHRISTINA MANGUM	NA	165 BRIARFIELD DR	NA	MOORESVILLE	NC	28115-9598	2004 CARR S/V P-TAG AA97384	680547	11.69	6313310
SHIVE BRENT W	NA	1625 SHUPING MILL RD	NA	ROCKWELL	NC	28138-6671	DEER LAKE RUN	684537	81.25	6291800
SHOAF ROMAS HEATH JR	NA	123 BARN DANCE DR	NA	SALISBURY	NC	28147-6100	2000 HOME PERMTAG	684492	3.74	6030251
SLOOP TRACY S & WF	SLOOP AUDRA S	660 EASTLAND LN	NA	SALISBURY	NC	28146-8131	660 EASTLAND LN	680721	300.00	514883000
SPENCER LARRY RAY	NA	207 E 10TH ST	NA	KANNAPOLIS	NC	28083-2701	1993 FORD COF TK PICKUP F150	684457	200.06	6276527
STAMPER TERRI LYNN	NA	170 SWIMMERS LN	NA	SALISBURY	NC	28146-7584	SWIMMERS LN	684492	39.37	530573875
STIREWALT FRANKIE P	NA	239 GLENWATER DR	NA	RIDGELAND	SC	29936	520 CHAROLAIS DR	681212	3.65	6335648
TAYLOR BENJAMIN FARABEE	NA	3813 DAUGHERTY RD	NA	CHINA GROVE	NC	28023-7410	2011 FEAT	682037	10.17	6145225
THE LAW OFFICE OF ROBERT	FORQUER, PLLC	420 EAST 15TH STREET	NA	CHARLOTTE	NC	28206	1081 ROGUE CT	681189	8.58	6257416
THE SHOAF LAW FIRM	NA	8414 FALLS OF NEUSE RD STE 104	NA	RALEIGH	NC	27615	1050 SHADY WOODS RD	679414	172.19	6156926
THE SHOAF LAW FIRM PA	NA	8414 FALLS OF NEUSE RD STE 104	NA	RALEIGH	NC	27615	850 NEY ST	681631	8.12	6193285

K.R.B.
3/2/17

ENTERED
3-6-17

3-24-17

JANUARY VTS REFUNDS

BusinessName	Address_1	Address_2	Address_3	Transaction_Num	Refund_Reason	Refund
AGNER, ROBIN LEE	504 FRONTIER CIR		CHINA GROVE, NC 28023	61714388	Vehicle Sold	\$23.00
ALEXANDER, RACHAEL RENEE	260 WINDING WAY		SALISBURY, NC 28147	61549802	Vehicle Sold	\$10.87
APPLETON, HOLLY MACLEOD	228 S ELLIS ST		SALISBURY, NC 28144	92120346	Tag Surrender	\$227.71
ARTHURS, JUDITH ANNETTE	895 E RITCHIE RD		SALISBURY, NC 28146	60801704	Vehicle Totalled	\$41.51
BAKER, HOWARD GLENN	3675 DUNNS MOUNTAIN RD		SALISBURY, NC 28146	61714286	Vehicle Sold	\$3.72
BARNES, JERRY ALAN	13950 OLD BEATTY FORD RD		ROCKWELL, NC 28138	61549798	Vehicle Sold	\$4.94
BARRIER, DAVID MARCUS	1549 W RIDGE RD		SALISBURY, NC 28147	60801714	Vehicle Sold	\$10.62
BLALOCK, JACK HERSHELL	1680 MILLBRIDGE RD		CHINA GROVE, NC 28023	60636468	Tag Surrender	\$5.43
BOSHUIZEN, ELIZABETH	325 RIVERWALK DR		SALISBURY, NC 28146	61714692	Vehicle Sold	\$10.42
BOSTIAN, ROBERT KELLY	291 GRAY BARN LN		KANNAPOLIS, NC 28081	60801726	Vehicle Totalled	\$7.10
BOWERS, AMANDA MICHELLE	406 CANNON ST		ROCKWELL, NC 28138	91041744	Tag Surrender	\$57.96
BREEDLOVE, BONNIE SEAMON	103 CARDINAL DR		ROCKWELL, NC 28138	61714398	Vehicle Sold	\$6.67
BURKE, JOHN PATRICK	207 HUNLEY CT		APLHARETTA, GA 30005	92571465	Vehicle Sold	\$6.78
BURKE, JOHN PATRICK	207 HUNLEY CT		ALPHARETTA, GA 30005	92571459	Vehicle Sold	\$277.73
BURTON, DONALD HERBERT	1034 DELRAY DR		SALISBURY, NC 28147	60899094	Over Assessment	\$5.69
CHILDERS, MARGIE GRASTY	302 UNION HEIGHTS BLVD		SALISBURY, NC 28146	60801916	Vehicle Sold	\$16.79
COCKERL, AMBER SHANICE	120 DONNER DR	APT 203	SALISBURY, NC 28147	91202913	Tag Surrender	\$125.01
COZART LUMBER & SUPPLY COINC	PO BOX 130		ROCKWELL, NC 28138	60963158	Tag Surrender	\$31.91
DANIEL, SAVINA STEVENS	316 TRILLIUM CT		SANTEE, SC 29142	92571528	Reg . Out of state	\$96.10
EDDLEMAN, VICKIE TROUTMAN	1105 KING RD		SALISBURY, NC 28146	61714484	Vehicle Totalled	\$26.70
EMERSON, BONNIE RUFTY	1540 PANTHER POINT RD		RICHFIELD, NC 28137	61714566	Vehicle Sold	\$15.62
EMERSON, JAMES WILLARD	1540 PANTHER POINT RD		RICHFIELD, NC 28137	61714556	Vehicle Sold	\$23.44
FARRIS, MARIANNE GLENN	1578 EMILY AVE		AUBORN, AL 36830	91598472	Tag Surrender	\$30.15
FERDULA, RUTH ANN	402 ORCHARD RD		ROCKWELL, NC 28138	61714402	Vehicle Totalled	\$22.64
FREEZE, MATTHEW ADAM	725 N CRAIGE ST		SALISBURY, NC 28144	92701662	Vehicle Sold	\$276.75
GILLEAN, ROSS STANLEY	125 BONANZA DR		SALISBURY, NC 28144	61067022	SLVG or RBLT TTL	\$14.97
GRAHAM, MARRIANNE SHARPE	141 S MILFORD DR		SALISBURY, NC 28144	91712886	Tag Surrender	\$93.10
HAGNER, WILLIAM ARTHUR	112 SHENANDOAH LN		SALISBURY, NC 28147	61714606	Vehicle Sold	\$92.58
HARRINGTON, DONALD CAVIN	245 JESSE SAFRIT RD		SALISBURY, NC 28147	60963268	Tag Surrender	\$28.44
HARTFORD, SUMMER JOY	108 STEELE AVE		CLEVELAND, NC 27013	60579252	Vehicle Sold	\$46.24
HARTMAN, MISTY WALKER	2250 GOLD KNOB RD		SALISBURY, NC 28146	61714440	Vehicle Sold	\$23.88
HARTSELL, TIMMY JOEL	342 E MAIN ST		ROCKWELL, NC 28138	61714278	Vehicle Sold	\$4.62
HESS, MICHAEL SHAWN	PO BOX 156		FAITH, NC 28041	60801708	Vehicle Sold	\$20.66
HILTON, EMBER LAUREN	306 ROWAN GQ ST		SALISBURY, NC 28146	61714650	Vehicle Sold	\$8.19

K.R.B.
2/28/17

HILTON, EMBER LAUREN	306 ROWAN GQ ST		SALISBURY, NC 28146	61714920	Vehicle Sold	\$18.39
HUNTER, GERALD HAYDEN	2420 S RIVER CHURCH RD		WOODLEAF, NC 27054	61714628	Vehicle Sold	\$51.63
JENSEN, SUSAN	7415 CAROLINA JESSAMINE CT		FORT MILL, SC 29707	91202841	Reg . Out of state	\$85.04
JOHNSON, ROBERT LEE	180 HAPPY LAKE RD		ROCKWELL, NC 28138	61141496	Over Assessment	\$33.24
JONES, GUY MCARTHUR	214 OLD ROCKWELL RD	APT 19	CHINA GROVE, NC 28023	60801696	Vehicle Sold	\$21.06
JONES, JASMINE MARY ALIS	406 LAUREL POINTE CIR		SALISBURY, NC 28147	92571519	Insurance Lapse	\$26.95
JONES, MARGARET SLOOP	4330 BROWN RD		MOUNT ULLA, NC 28125	61714426	Vehicle Sold	\$31.35
JONES, NAOMI WHITE	409 N ROWAN AVE EXT		SPENCER, NC 28159	61549806	Vehicle Sold	\$8.10
KADELA, JON STEVEN	1132 WESTLAKE DR		KANNAPOLIS, NC 28081	92572023	Vehicle Sold	\$109.43
KRANIDIOTIS, GEORGIOS	160 HAZELWOOD DR		ROCKWELL, NC 28138	61714366	Vehicle Sold	\$7.58
KUNZE, STEVEN WAYNE	971 JAMES AUSTIN RD		SPARTA, TN 38583	61714676	Reg . Out of state	\$259.71
LAUZON, WILLIAM HAROLD	301 N MAIN ST		LANDIS, NC 28088	60801788	Vehicle Sold	\$41.99
LEFLER, BRIAN ANDREW	850 MILLBRIDGE RD		CHINA GROVE, NC 28023	60801880	Vehicle Sold	\$146.86
LEFLER, JAMES MCLAIN	611 E MILLS DR		LANDIS, NC 28088	61413636	Over Assessment	\$74.05
LUHRS, DOREEN LOUISE	802 N MAIN GQ ST		GRANITE QUARRY, NC 28146	60801946	Tag Surrender	\$133.89
MAHALEY, JASPER LAWRENCE JR	340 LARIAT CIR		SALISBURY, NC 28144	61714328	Vehicle Sold	\$28.59
MALCOLM, PATRICIA LEE	335 LUMEN CHRISTIE LN	APT 209	SALISBURY, NC 28147	91202676	Vehicle Sold	\$1,529.12
MARCKESE, KENNETH JOSEPH	1025 RAVEN BROOK WAY		SALISBURY, NC 28146	61714432	Vehicle Sold	\$206.47
MARTIN, VICTOR LENNEAU JR	1143 ARCHER FARM DR		SALISBURY, NC 28144	61714456	Vehicle Sold	\$4.56
MATHER, RICHARD KEVIN	205 N DEERFIELD CIR		SALISBURY, NC 28147	61714354	Vehicle Sold	\$1.97
MAY, THOMAS WILLIAM SR	300 AVIATION LN		GOLD HILL, NC 28071	60801822	Vehicle Sold	\$79.30
MCBRIDE, GREGORY SCOTT	2030 CRESCENT RD		SALISBURY, NC 28146	61714594	Vehicle Sold	\$39.11
MENIUS, SHANE YOUNG	1030 E RITCHIE RD		SALISBURY, NC 28146	61549828	Vehicle Sold	\$51.70
MORGAN, BRITTANY ANNETTE	2404 WIND SWEEPED WAY		ROCKWELL, NC 28138	61549790	Vehicle Totalled	\$11.42
NESBITT, BARRY EUGENE	650 GOODNIGHT RD		SALISBURY, NC 28147	60579328	Vehicle Sold	\$3.13
NEWTON, RODNEY LAMAR	1218 FOURSONS DR		SALISBURY, NC 28146	60801872	Vehicle Sold	\$1.67
PALMORE, NICHOLAS PARKER	1011 MOCKSVILLE AVE		SALISBURY, NC 28144	61714610	Vehicle Totalled	\$8.33
PRESTON, KARA ELIZABETH	1137 BLUEBERRY RD		SALISBURY, NC 28147	60801612	Vehicle Sold	\$13.03
RAPPE, KEMBERLY DAWN	110 GREENBRIER CREEK PL		SALISBURY, NC 28146	61714602	Vehicle Totalled	\$28.13
RAY, RICHARD PAUL	621 E CAMPBELL AVE		SALISBURY, NC 28146	61549818	Vehicle Sold	\$21.86
ROBINSON, LESLIE YVETTE	3655 E NC 152 HWY		SALISBURY, NC 28146	60854312	Tag Surrender	\$24.30
ROSEMAN, MARLENE	1310 LENTZ RD		CHINA GROVE, NC 28023	61714586	Vehicle Sold	\$6.05
SHOEMAKER, COLONEL JOHN	PO BOX 133		ROCKWELL, NC 28138	61714418	Vehicle Sold	\$20.28
SIDES, JERRY LEE	314 RIVER BIRCH DR		SALISBURY, NC 28146	60801858	Vehicle Sold	\$196.55
SMALL, MARTENE COLLINS	307 TRAPPERS RIDGE DR		ROCKWELL, NC 28138	92571933	Incomplete Doc	\$31.72
SOETH, MARK MILES	227 W MONROE ST		SALISBURY, NC 28144	91202538	Vehicle Sold	\$138.45
SPRAGUE, GEORGE EDWARD	1125 ARCHER FARM DR		SALISBURY, NC 28144	61344886	Over Assessment	\$17.62

STAHR, JUSTYN MICHAEL	233 WINDSORWOOD TRL		ROCKWELL, NC 28138	122133784	Situs error	\$64.71
STEELE, HATTIE MAE	302 S CRAIGE ST		SALISBURY, NC 28144	91202712	Vehicle Totalled	\$59.11
STEWART, CANDACE SOPHIA	107 W CENTERVIEW ST		CHINA GROVE, NC 28023	61714670	Vehicle Sold	\$138.44
STEWART, CRAIG ALLEN	641 STATESVILLE BLVD	APT 102	SALISBURY, NC 28144	91202847	Vehicle Sold	\$29.12
TROYER, ABE JR	585 RENSHAW FORD RD		WOODLEAF, NC 27054	60801722	Vehicle Sold	\$1.93
TURMAN, MICHAEL LEE	2380 BRIGGS RD		SALISBURY, NC 28147	61714600	Vehicle Sold	\$38.29
VALENCIA CARTER, LUCIA DEL CARMEN	611 DAVIS FARM DR		SALISBURY, NC 28147	61344658	Tag Surrender	\$14.34
WAIN, JOHN ROBERT	1085 FLATROCK RD		CHINA GROVE, NC 28023	60801762	Vehicle Sold	\$70.14
WALLER, TERRY LEE	675 GRACE CHURCH RD		SALISBURY, NC 28147	61549810	Vehicle Totalled	\$28.09
					TOTAL	\$5,654.74

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: March 8, 2017
SUBJECT: Set Quasi-judicial Hearing for CUP 01-17 for April 3, 2017

Scottie Goodman is requesting a conditional use permit to accommodate a 1,440 sq.ft. residential storage facility on lot 47 in the Faith Farms Subdivision identified as Tax Parcel 359G-014.

Set quasi-judicial hearing for April 3, 2017

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	3/8/2017	Exhibit
GIS Map	3/8/2017	Exhibit
Applicant Request Letter	3/8/2017	Exhibit
Survey Statement and Septic Layout	3/8/2017	Exhibit
Proposed Building	3/8/2017	Exhibit
Site Plan	3/8/2017	Exhibit
Evaluation Criteria & Checklist	3/8/2017	Exhibit
Application	3/8/2017	Exhibit



Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, NC 28144-4341

Office: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: March 8, 2017
RE: **CUP 01-17**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Set quasi-judicial hearing for **CUP 01-17** for April 3, 2017

REQUEST

Scottie Goodman is requesting a conditional use permit to accommodate a 1,440 sq.ft. residential storage facility on lot 47 in the Faith Farms Subdivision identified as Tax parcel 359G-014. The proposed structure would be located behind his residence at 457 Faith Farm Rd. (lot 48) and used to store a boat, jet skis, cars, and other personal storage items.

CONDITIONAL USE REQUIREMENTS

Section 21-60 (10) of the Zoning Ordinance indicates residential storage facilities are subject to the following standards (**staff comments in bold text**):

- a. **The parcel shall be in fee simple ownership.** Yes, owned exclusively by Scottie Goodman.
- b. **The structure shall be of compatible construction with surrounding area.** The applicant proposes a metal building, which is a façade common to most areas of the county.
- c. **The maximum size allowed is three thousand (3,000) square feet.** The proposed building totals 1,440 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.** Lot size is .94 acres vs. minimum lot size of .46 acres (20,000 sq.ft.).
- 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.** The proposed structure complies with the required 30' front, 10' side, and 10' rear setback.

EVALUATION CRITERIA

As provided in Section 21-59, the applicant has provided responses to the evaluation criteria with staff comments indicated below.

- 1. **Adequate transportation access to the site exists.** The structure would be accessible from N. Bellwood Rd., which was constructed to meet NCDOT standards when the Faith Farms subdivision was developed in 1999.
- 2. **The use will not significantly detract from the character of the surrounding area.** The applicant obtained a zoning permit on January 31st of this year to place this structure behind his residence on lot 48. After having a local surveyor locate his rear property corners, he discovered the proposed building would be too close to the septic system. The proposed structure will be under both the allowed 3,000 sq.ft. limit for residential storage facilities and the 10% limit for accessory structures on residentially developed lots (4,094 sq.ft.).

In the statement of purpose for Faith Farms, the restrictive covenants were established to *“insure the attractiveness and orderly development and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Faith Farms...”*. Staff did not identify specific restrictions that would disallow the proposed structure.

- 3. **Hazardous safety conditions will not result.** No hazardous safety conditions are envisioned based on the proposed use.
- 4. **The use will not generate significant noise, odor, glare, or dust.** Any associated impacts would be similar to that found on properties containing a residence.
- 5. **Excessive traffic or parking problems will not result.** N/A.

6. **The use will not create significant visual impacts for adjoining properties or passersby.** It is arguable the proposed location would be more visually appropriate than options on the developed lot.

STAFF COMMENTS

Set quasi-judicial hearing for April 3, 2017.

Planning Staff discussed the option of combining lot 47 with 48 to avoid the conditional use permit process. The applicant indicated he would like to retain these lots in their current configuration to allow his two (2) children the option of building homes in the future. If he were to combine the properties, the lots could only be re-established if N. Bellwood Rd. was accepted for maintenance by NCDOT.

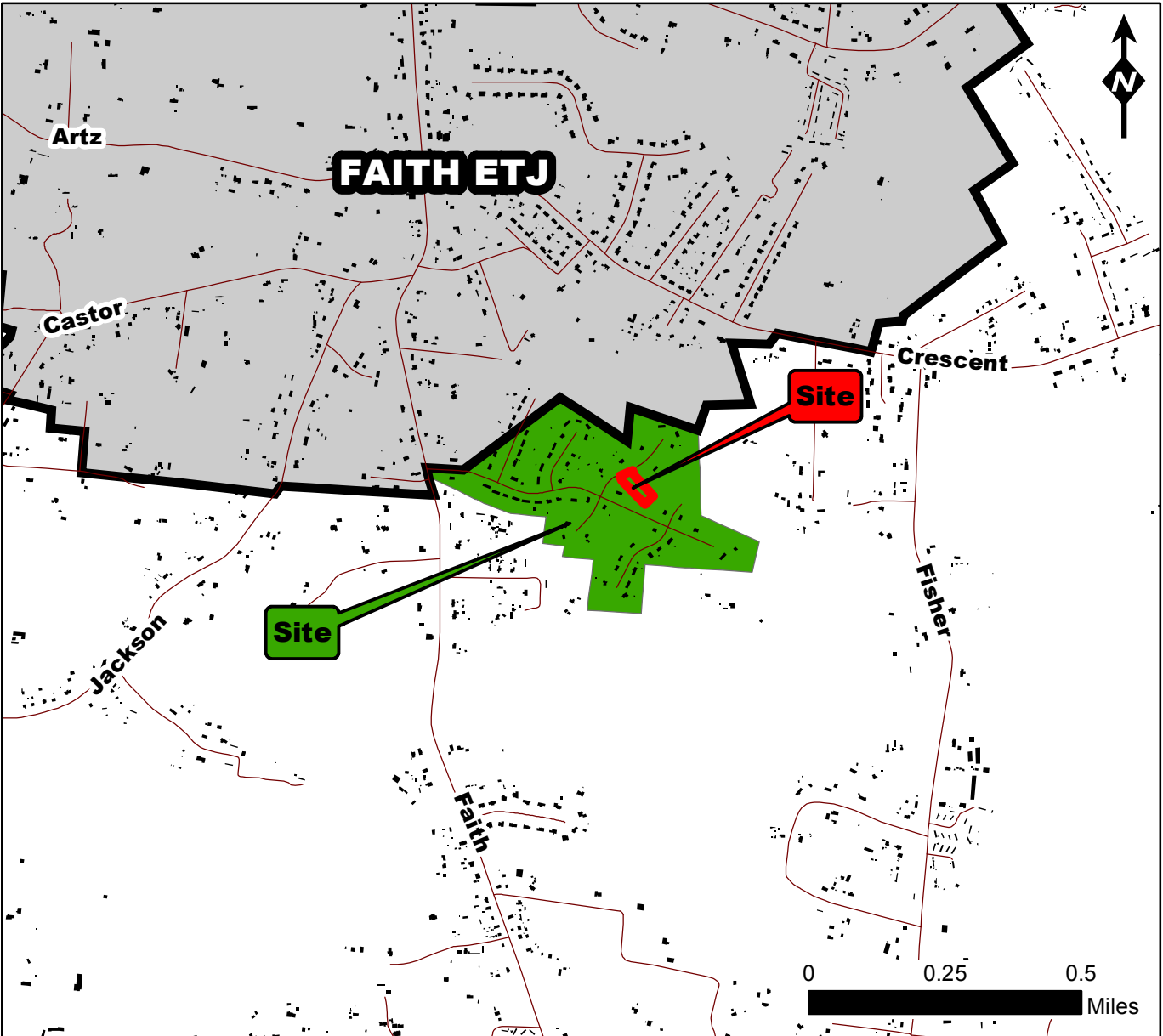
Should the Board approve this request, a condition of approval should include compliance with applicable Faith Farms covenants and restrictions.



CUP 01-17: Scottie Goodman

LEGEND

Proposed Building	Site
Faith Farms Subdivision	Parcels
Duke Energy R/W	Roads
Faith ETJ	Structures



Scott Goodman
457 Faith Farm Road
Salisbury, NC 28146

3-Mar-17

Mr. Shane Stewart
400 North Main Street
Suite 204
Salisbury, NC 28144

Re; Proposed location for storage building

Mr Stewart,

This letter is to explain my reasons for the proposed site location on lot 47 for my storage building.

The layout of the property line for lot 48 is at such an angle in comparison to my house after the set back of 10 feet and the width of the building of 30 feet the building will be real close to the location of my home septic system.

Also being able to build the building on lot 47 would allow for a more uniform appearance in relations with my house. It would allow to meet all set back regulations, and to position the building square with the existing structures.

Thank you,
Scott Goodman



Shulenburger Surveying Company, P.A.

814 N. Main Street, Suite A
Salisbury, N. C. 28144
(704) 687-8628 Phone
Email: shulenburgerpa@gmail.com

REPORT OF SURVEY

I certify that this survey was done under my responsible charge in compliance with the standards of practice for Land Surveying (21-56.1600) for _____

SCOTT GOODMAN

the purpose of _____

MARKING PROPERTY LINE BETWEEN LOTS 47 & 48 OF FAITH FARMS

Ref: Rowan County Parcel I.D. # 3596015

That before I performed the survey I examined the following Deeds and Plats

recorded in the Rowan County Register of Deeds: D.B. 863 P.L. 954 ;

D.B. 1252 P.L. 375 & D.B. 1220 P.L. 382

BOOK OF MAPS 9995 PAGE 3674

That after examining the Deeds and Plats, I examined the property and found: _____

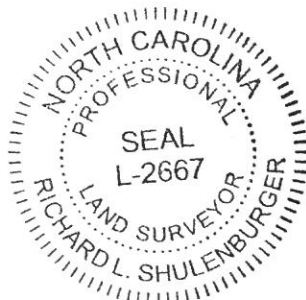
EXISTING # 5 ROBOTS AT ALL CORNERS, CHECKED

WITH RECORD MAP & LINE WAS STAKED

All bearing are reference to BOOK OF MAPS 9995 P.L. 3674, and
All distance are horizontal distances.

This 21ST Day of FEB, 2017.

SEAL



Professional Land Surveyor
Richard L. Shulenburger
PLS - 2667
Firm # C - 1858

23217

ROWAN COUNTY HEALTH DEPARTMENT
Environmental Health Division
 402 N. Main Street, Salisbury, NC 28144
 Tel. (704) 642-2000 Fax (704) 642-2003

New ☒ Repair ☐ Layout ☐

Permit # _____ is invalid

OWNER DAVID WOOD TOWNSHIP Good Hill
 ADDRESS 450 Auction Dr. Salisbury MAP 359 G
 LOCATION FAITH Rd. turn into FAITH FARMS Sub. FAITH FARMS PARCEL ~~1877~~ 015
to corner of FAITH FARM Rd. + N. BELLWOOD on LT. Lot #48 RECEIPT # 29473

Wastewater System Construction Authorization

Type of Structure: House DW Other _____
 Sq. Ft. _____ Bedrooms 3 EDF 360 gal.
 Water Supply: Private ☒ MCP _____ Comm. _____ Mun. _____
 Type of System: Conventional ☒ Pump _____ LPP _____
 PPBPS _____ HDS or Chamber _____ Other _____
 Septic Tank 900 gal. Pump Tank _____ gal.
 Subsurface Disposal Field 900 sq. ft.
 ENV. HEALTH SPEC. _____ DATE _____

SYSTEM INSTALLER:

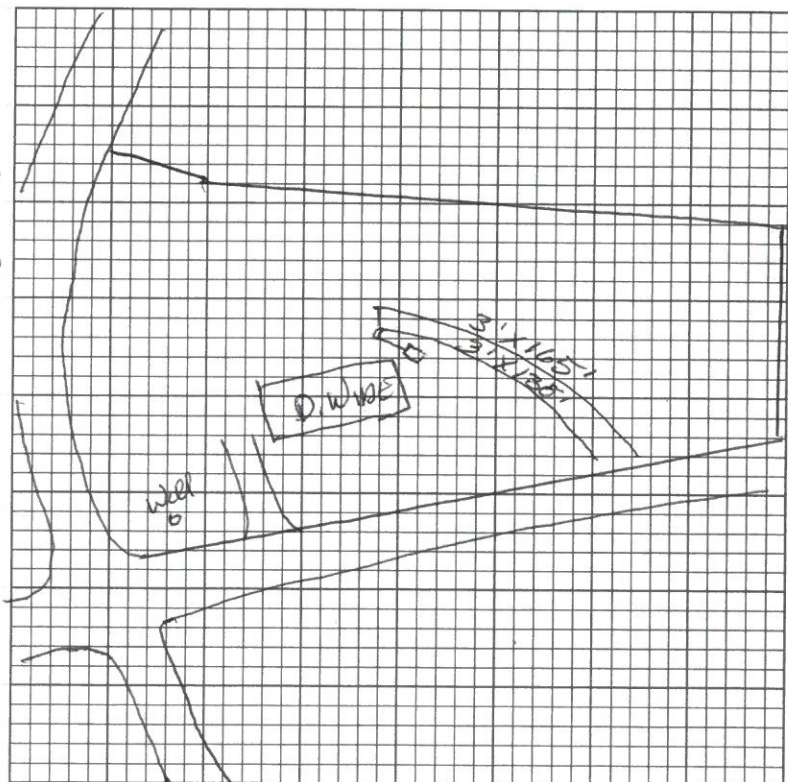
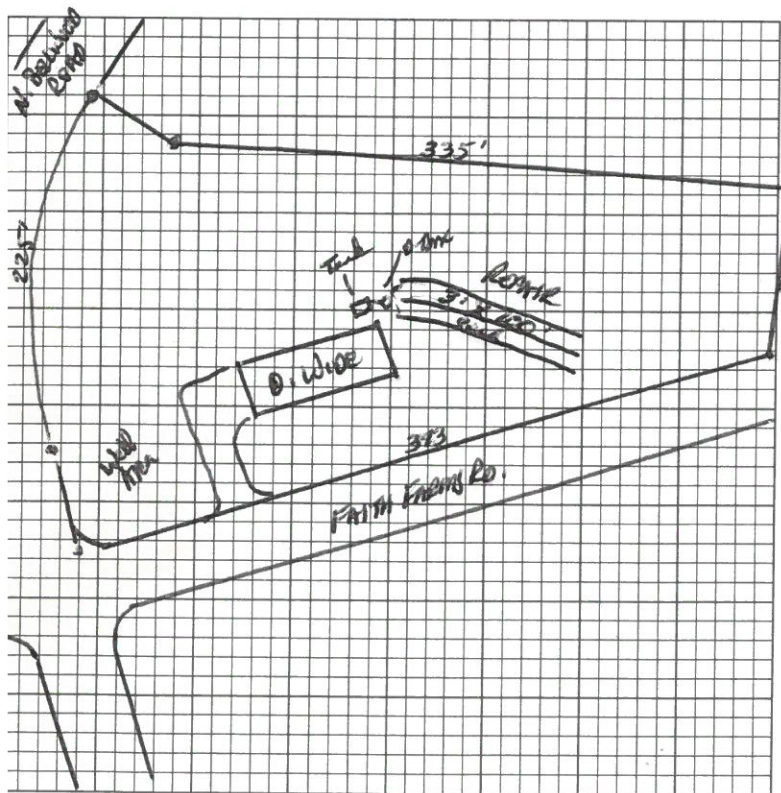
- Entire system must be installed as shown. Any change requires prior approval by the Rowan County Health Department.
- System installer is required to provide a level transit, set in place, for final inspection.

Operations Permit

System Type S-19A II
 Septic Tank 900 gal. Mfr. RST 7/1/99
 Pump Tank _____ gal. Mfr. _____
 Subsurface Disposal Field 900 sq. ft.
 Distance from system to water supply 100 ft.
 Installed by Piedmont
 ENV. HEALTH SPEC. 1500 RST DATE 8/5/99

OWNER:

- Sow grass over septic tank and all nitrification lines.
- Divert all gutter and surface water away from system.
- Well must meet setback standards of well construction rules.



Actions of representatives of the Rowan County Health Department shall in no way be taken as a guarantee that this sewage treatment and disposal system will function in a satisfactory manner for any given period of time, or that such employees assume any liability for damages, consequential or direct, which are caused or which may be caused, by a malfunction of this system. This construction authorization is not transferable and shall become invalid 60 months from the date of issue. If the installation has not been completed during that time period, the information submitted in the application is falsified or changed or the site is altered, this construction authorization shall become invalid. When this construction authorization becomes invalid, the installation shall not be commenced or completed until a new construction authorization has been obtained.

R. B. Coe
 OWNER/AUTHORIZED AGENT

8/3/99
 DATE

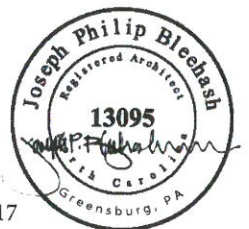
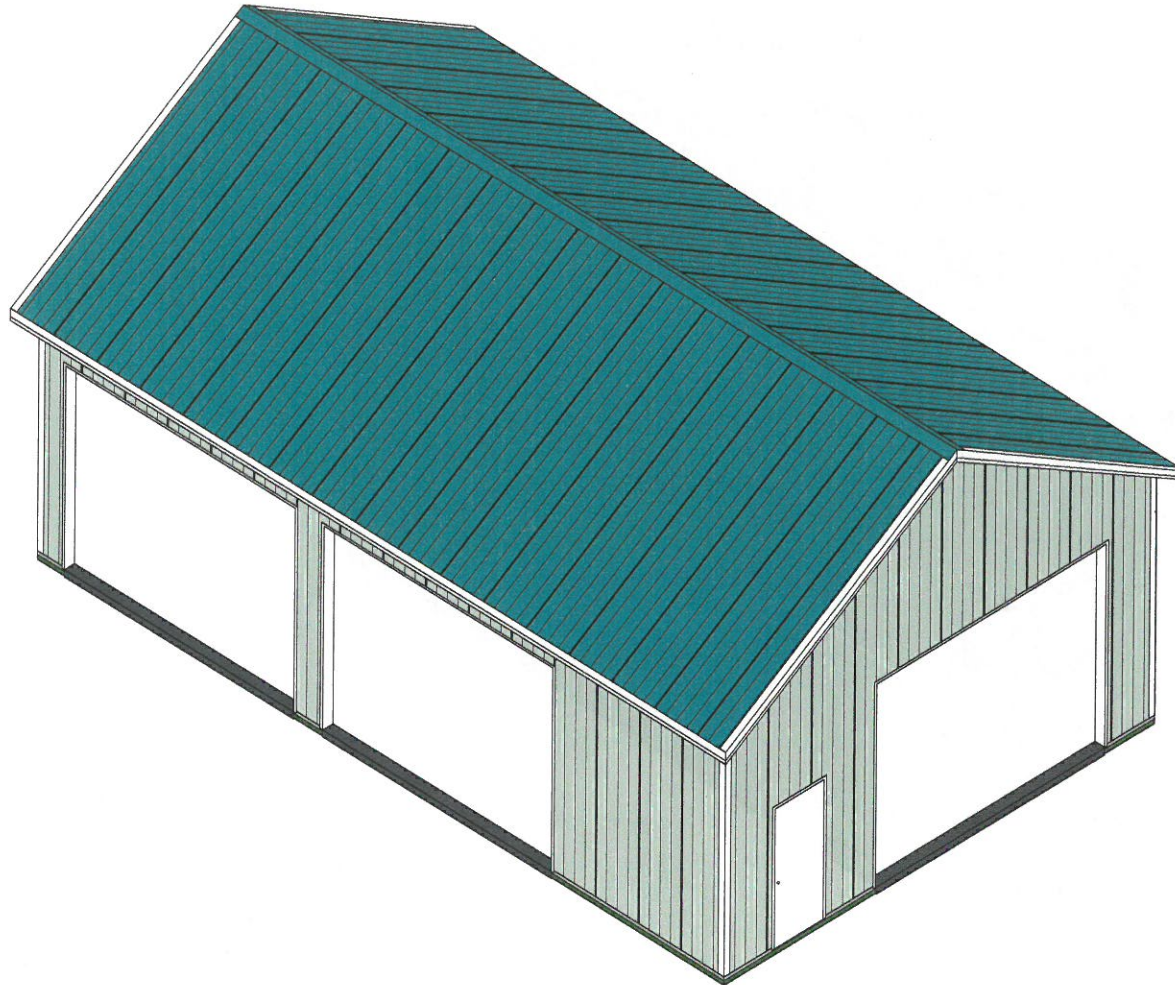


DIY Pole Barns & Supplies
9232 Hogpath Road Arcanum, OH 45304
Business: 937-547-9100 Fax: 937-547-9122

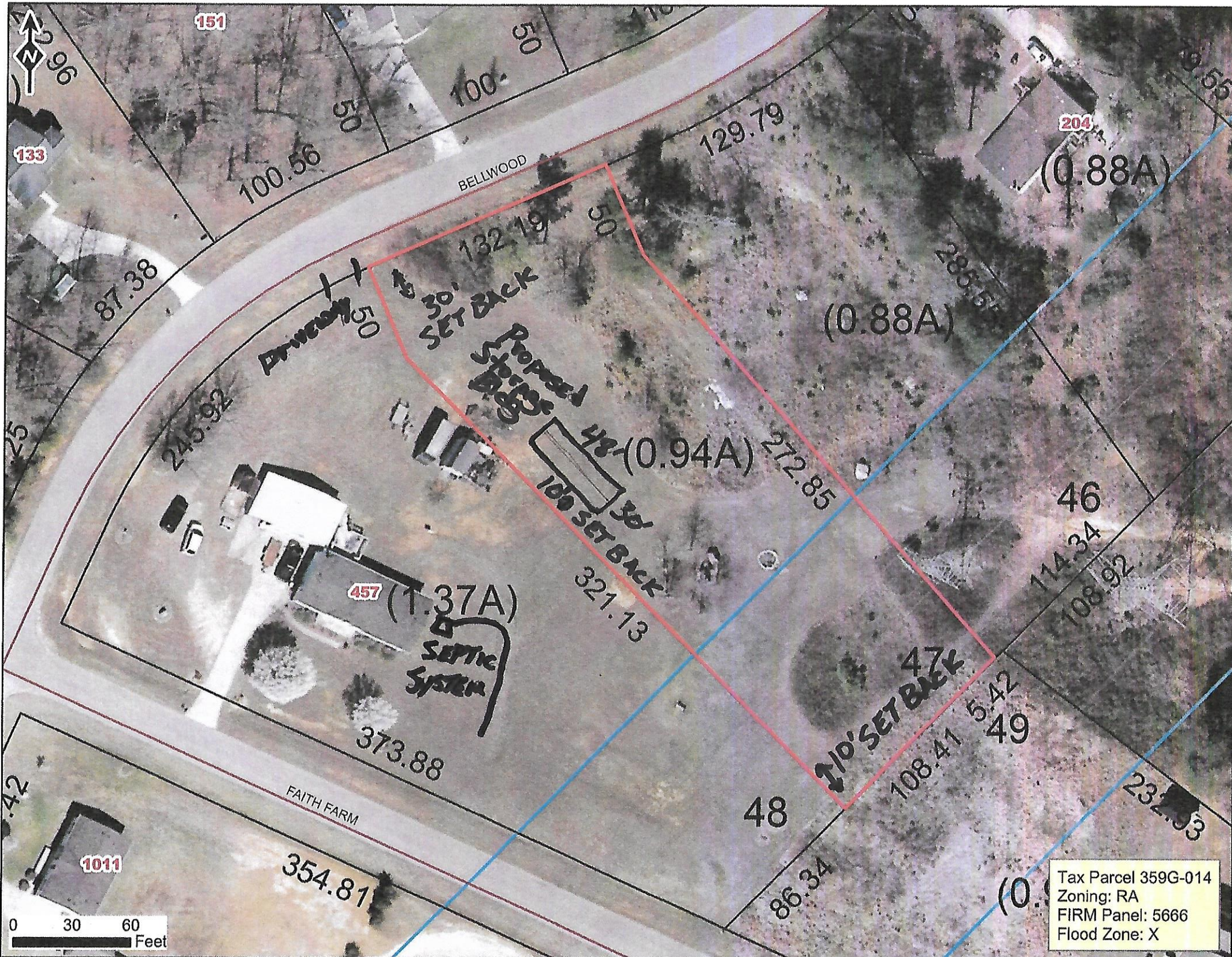
Building Specifications

Building Width	30'	Truss Load: 25-5-0-5
Building Length	48'	Snow Load: 25
Building Height	12'	Design soil bearing 1500 PSF
Eave Overhang	12 in.	Design wind speed 90 MPH
Gable Overhang	12 in.	
Pitch of Roof	6 in./12	
Style of Building	Post Frame	

Customer Name	Scott Goodman
Customer Address	457 Faith Farm Road Salisbury, NC 28146
Customer Phone	Call 704-239-4429



1/24/2017



Sec. 21-59. Evaluation criteria.

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

- yes (1) Adequate transportation access to the site exists;
 - No (2) The use will not significantly detract from the character of the surrounding area;
 - No (3) Hazardous safety conditions will not result;
 - No (4) The use will not generate significant noise, odor, glare, or dust;
 - No (5) Excessive traffic or parking problems will not result; and
 - ↑ No (6) The use will not create significant visual impacts for adjoining properties or passersby.
-

(e) *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:

- (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.



SITE PLAN CHECKLIST

As Required by Article III Section 21-52 of the Rowan County Zoning Ordinance

Project Name: Scott Goodman Storage Accessory building
Submitted By: Scott Goodman Phone: 704-239-4429 Date: 3-7-17
Checked By: _____ Date: _____

ITEM	REQUIREMENTS	YES	NO	N/A
1	Zone lot with dimensions and development setbacks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Tax parcel number <u>3596014</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Property address <u>158 N. Bellwood Rd</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Adjoining deeded properties and their uses <u>457 FAITH FARM RD</u> <u>188 N. Bellwood</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Existing structures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Proposed structure with size <u>1440 sq. ft. 30' x 48'</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Proposed use <u>Storage</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Number of employees; if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Hours of operation, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Off-street parking, loading and unloading, access to existing streets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Easements and rights-of-way	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	All pertinent development requirements of this chapter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Any additional information required by the zoning administrator to assess the merits of the application, including but not limited to traffic impact analysis, environmental impact statements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	Floodplains	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Name, location and dimension of any proposed streets, drainage facilities, parking areas, required yards, required turnarounds as applicable <u>North Bellwood Rd.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	Screening & buffering, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Zoning district <u>RA</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Proposed phasing, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	This required site plan shall be in sufficient detail to allow the zoning administrator to reasonably understand the proposed development. The scale shall be 1" = 100' or greater for zone lots less than 3 acres in size, or 1" = 200' for zone lots more than 3 acres in size.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____



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 01-17
Date Filed 3/1/17
Received By SAS
Amount Paid \$ 200 ck #5830

Office Use Only

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Scottie D Goodman
Signature: Scottie D Goodman
Phone: 704 239-4429 Email: scottgelectric@aol.com
Address: 457 Faith Farm Road
Salisbury NC 28146

APPLICANT / AGENT INFORMATION:

Name: SAME
Signature: _____
Phone: _____ Email: _____
Address: _____

PROPERTY DETAILS:

Tax Parcel: 3596014 Zoning District: RA
Date Acquired: 5-19-15 Deed Reference: Book 1252 Page 375
Property Location: 457 Faith Farm Rd.
Size (sq. ft. or acres): .94 Street Frontage: 132
Current Land Use: VACANT

Surrounding Land Use: North VACANT
South 457 Faith Farm Rd.
East N. Bellwood Rd.
West Lot 46 vacant, Lot 49 Residential

PURPOSE & SECTION:

State purpose of conditional use permit:

Build Accessory-storage building

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

21-60 (Section 10)

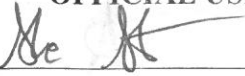
ATTACHED DOCUMENTS:

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

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: March 9, 2017
SUBJECT: Resolution to Provide Fire Inspection Services to Town of Granite Quarry

In 2008, Rowan County reorganized it's fire inspections process, delegating that function to the Fire Division with the Emergency Services Department. That process includes, in addition to providing fire inspections to commercial facilities in the non-municipal areas of the county, fire inspection services to all municipalities, with exception of Salisbury, Kannapolis, and Granite Quarry, who provide their own services within their respective municipalities.

Our Department has been contacted by the Town of Granite Quarry and requested to begin providing fire inspection services for their jurisdiction in the same manner as afforded to the other municipalities. Attached is a copy of a signed resolution from the Granite Quarry Town Board.

Staff requests your favorable consideration and approval..

ATTACHMENTS:

Description	Upload Date	Type
Resolution to Provide Fire Inspection Services to Granite Quarry	3/9/2017	Backup Material



**RESOLUTION TO ADOPT
THE NORTH CAROLINA STATE BUILDING CODE - FIRE CODE
AND AUTHORIZE ROWAN COUNTY
TO ENFORCE THE FIRE CODE IN THE TOWN OF GRANITE QUARRY**

WHEREAS, adoption of the North Carolina State Building Code - Fire Code is in the best interest of the citizens of the Town of Granite Quarry; and

WHEREAS, responsibility of conducting fire inspections in Rowan County has been delegated to the Fire Division within the Department of Emergency Services.

NOW, THEREFORE, BE IT RESOLVED that the Granite Quarry Town Board hereby adopts the North Carolina State Building Code: Fire Code and authorizes and requests Rowan County Emergency Services Fire Division to enforce the North Carolina State Building Code: Fire Code in the Town of Granite Quarry.

This the 6 day of March, 2017

William Feather, Mayor
Town of Granite Quarry

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

Barbara R. Blackwell, Clerk

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: Ed Muire, Planning Director
DATE: March 10, 2017
SUBJECT: Resolution of Support for New CRMPO Project: Julian / Heilig Road Widening

BACKGROUND

The call for new roadway projects to be evaluated thru the Strategic Transportation Prioritization (SPOT) process for the next State Transportation Improvement Plan (STIP) has been issued by the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO).

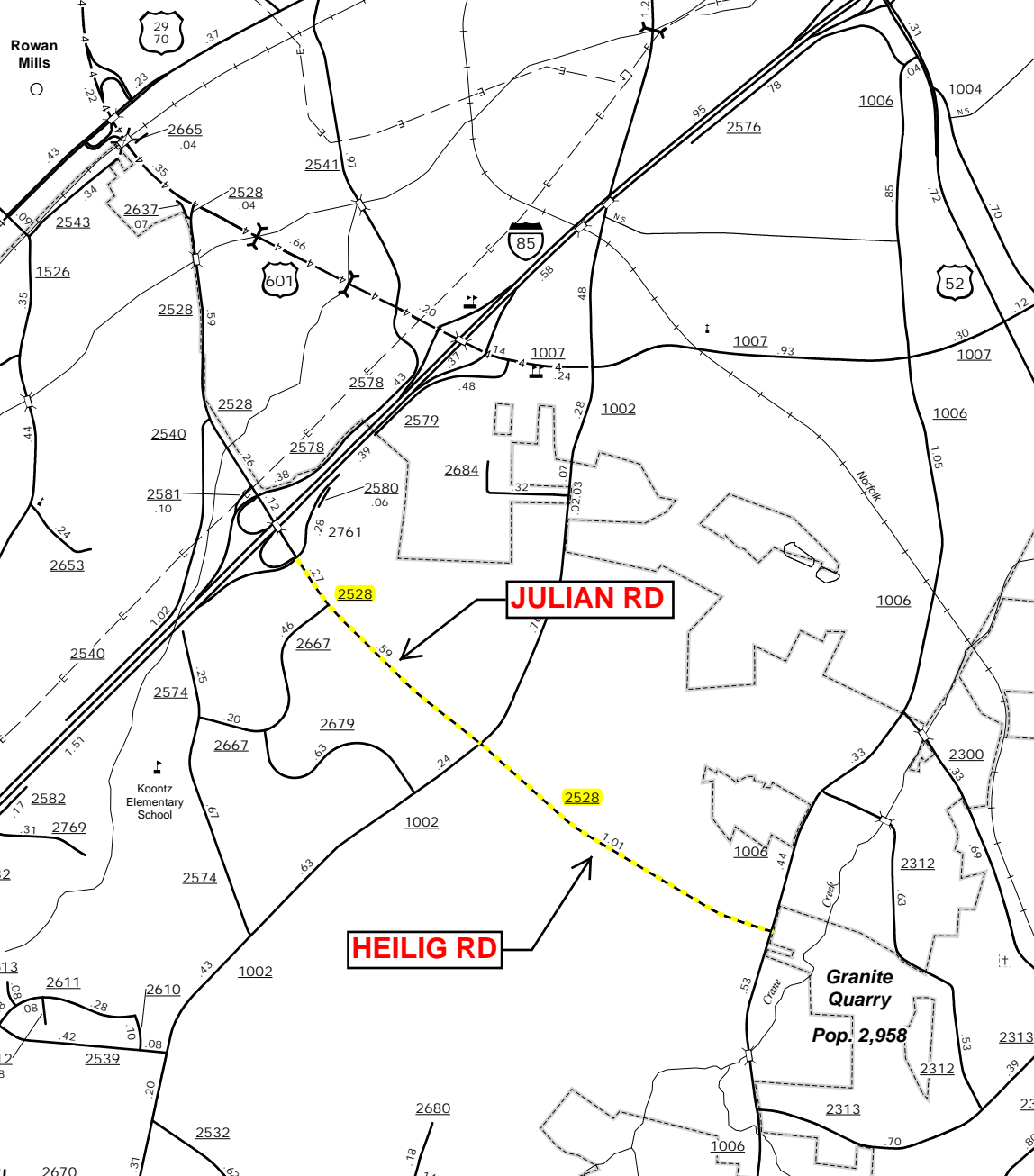
The current STIP is funding the U-5738 project that will widen Julian Rd to a four (4) lane boulevard from Jake Alexander Blvd to I-85. East of the U-5738 project along Julian and Heilig Roads, recent and on-going development interests along this road corridor prompted Staff to suggest the remaining road segment of Julian and Heilig Roads (Exhibit 1) be evaluated by NCDOT for upgrading to an identical four lane cross section identified as 4D in Exhibit 2. The cross section and similar resolution are being considered by the City of Salisbury and Town of Granite Quarry.

RECOMMENDATION

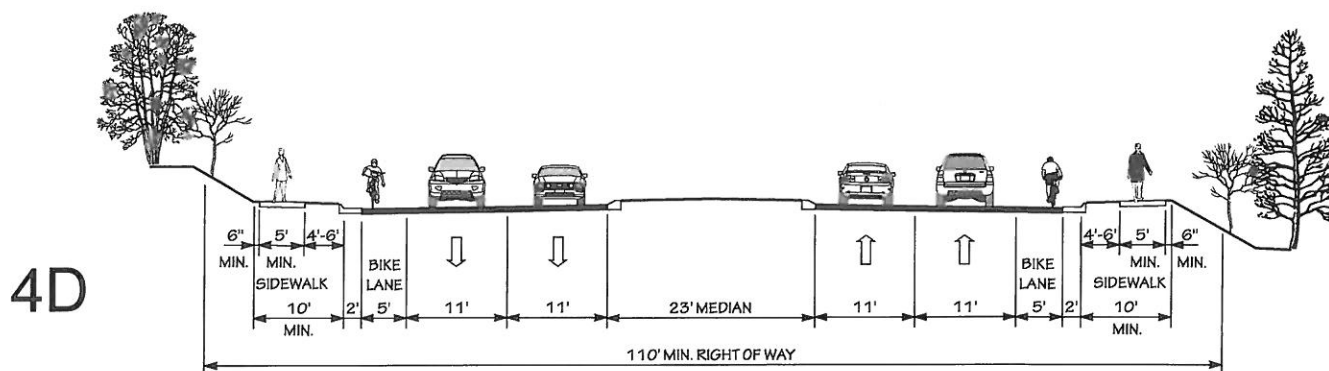
Adopt the resolution of support included for submitting the Julian and Heilig Road project for SPOT evaluation.

ATTACHMENTS:

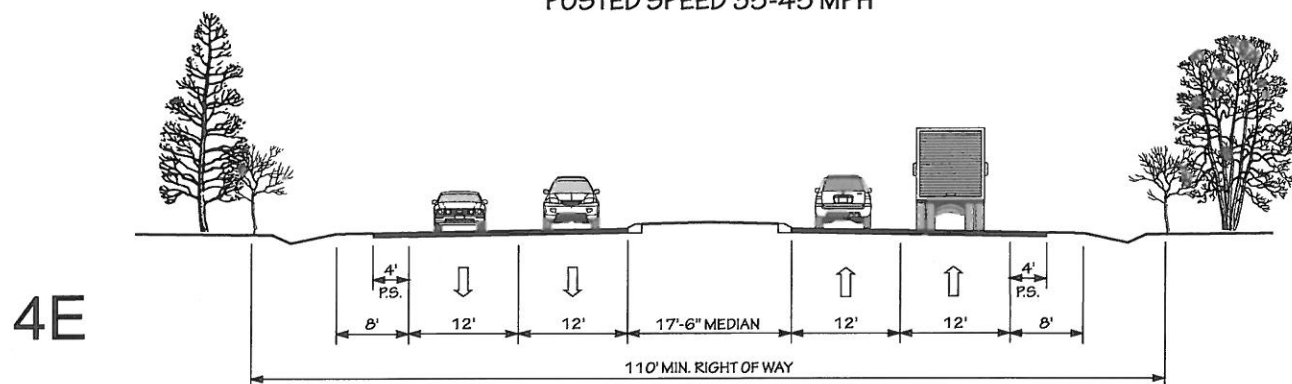
Description	Upload Date	Type
Exhibit 1	3/10/2017	Exhibit
Exhibit 2	3/10/2017	Exhibit
Resolution of Support	3/13/2017	Resolution Letter



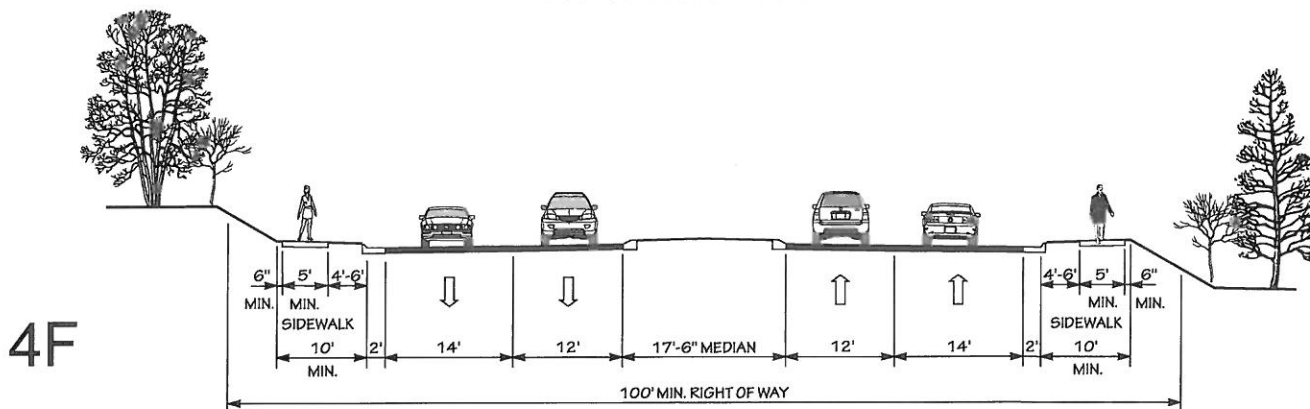
“TYPICAL” HIGHWAY CROSS SECTIONS



**4 LANE DIVIDED (23' RAISED MEDIAN) WITH CURB & GUTTER,
WIDE OUTSIDE LANES, BIKE LANES, AND SIDEWALKS
POSTED SPEED 35-45 MPH**



**4 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH
PAVED SHOULDERS AND SIDEWALKS
POSTED SPEED 35-55 MPH**



**4 LANE DIVIDED (17'-6" RAISED MEDIAN) WITH CURB & GUTTER,
WIDE OUTSIDE LANES, AND SIDEWALKS
POSTED SPEED 35-45 MPH**

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

A RESOLUTION ENDORSING A NEW PROJECT FOR THE CABARRUS-ROWAN METROPOLITAN PLANNING ORGANIZATION REGIONAL PRIORITY LIST

WHEREAS, the North Carolina Board of Transportation (BOT), every two years, prepares a Statewide Transportation Improvement Program (STIP) that identifies transportation projects to be implemented over the next seven years with State and Federal funding; and

WHEREAS, the North Carolina BOT solicits input for identifying transportation projects of local and regional importance to be included in the next STIP; and

WHEREAS, the Cabarrus-Rowan Transportation Advisory Committee is charged with the development of a Metropolitan Transportation Improvement Program (MTIP); and

WHEREAS, Rowan County is a member jurisdiction of the CRMPO; and

WHEREAS, the Cabarrus-Rowan MPO encourages the North Carolina Department of Transportation (NCDOT) to design all highway projects, where appropriate, to accommodate bicycle and pedestrian traffic that support alternative means of transportation; and

WHEREAS, Rowan County has outlined its transportation and highway project priorities within the CRMPO planning area in the attached application to the MPO;

NOW, THEREFORE, BE IT RESOLVED by Rowan County that the Board of Commissioners endorses the following new highway project to be evaluated on the list of projects that will ultimately be considered for the FY 2020-2029 CRMPO MTIP.

Widening of SR #2528 (Julian Road and Heilig Road) from I-85 / Summit Park Drive to Faith Road – Construct a four (4) lane median divided road with curb and gutter and sidewalk consistent with an NCDOT typical 4D cross-section.

This project will be submitted as a new highway project to be considered for inclusion in the next update of the CRMPO Metropolitan Transportation Plan (MTP) and MTIP as well as the 2020-2029 STIP.

Upon motion of County Commissioner _____, seconded by County Commissioner _____, the foregoing resolution was adopted this the 20th day of March, 2017.

Equal Opportunity Employer



recycled paper

I, _____, Clerk to the Rowan County Board of Commissioners, **DO HEREBY CERTIFY** that the foregoing is a true copy of so much of the proceedings of said County Commission at a meeting held on March 20, 2017, as relates in any way to the adoption of the foregoing and that said proceedings are recorded in the minutes of said Commission.

WITNESS my hand and the seal of said City, this _____ day of _____, 2017.

Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: March 13, 2017
SUBJECT: Contract for West End Plaza Phase II Roofing System Replacement

Please see attached information.

Please approve attached information.

ATTACHMENTS:

Description	Upload Date	Type
Contract for West End Plaza Phase II Roofing System Replacement	3/14/2017	Backup Material

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



Harley L. Will, CPA
Assistant Finance Director

Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326
Telephone 704-216-8170 • FAX 704-216-8110

MEMORANDUM

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

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

RE: Approval of Contract for West End Plaza Phase II Roofing System Replacement

DATE: March 10, 2017

After due advertisement, proposals to renovate the roofing system at West End Plaza were received and opened by REI Engineers, the engineers working with the County on the project, and David Sifford, Purchasing Agent.

Bids were received from eight roofing contractors: AAR of North Carolina, Interstate Roofing Company, Johnson's Roofing Service, Mecklenburg Roofing, Nations Roof, Rike Roofing Services, Tecta America Carolinas and Triad Roofing. Johnson's Roofing Service submitted the lowest bid of \$1,318,000, which includes all three alternates. The certified bid tabulation and contract award recommendation from REI Engineers are attached. The complete bid packages are on file in the Purchasing Office.

Staff's Recommendation: It is the recommendation of REI Engineers, the Facilities Management Department and the Finance Department that a contract be awarded to Johnson's Roofing Service to replace the roofing system at West End Plaza at a cost not to exceed \$1,318,000 and the attached budget amendment be approved.



BID TABULATION

Owner Name: Rowan County
Project Name: West End Plaza Phase II Roof Replacement
Bid Due Date: March 1, 2017
Bid Due Time: 2:00 PM

Bidders	Base Bid	Alt. No. 1	Alt. No. 2	Alt. No. 3	Manufacturer	Unit Prices				Add No. 1	Bid Bond	RMA Form
						No. 1	No. 2	No. 3	No. 4			
AAR of NC, Inc.	\$1,104,329.00	\$57,607.00	\$169,889.00	\$88,000.00	Carlisle	\$3.00	\$8.00	\$3.50	\$4.00	Yes	Yes	Yes
Interstate Roofing Co., Inc.	\$1,046,500.00	\$37,800.00	\$190,500.00	\$97,200.00	Fibertite/Carlisle	\$2.00	\$7.00	\$5.00	\$4.50	Yes	Yes	Yes
Johnson's Roofing Service	\$1,080,000.00	\$37,000.00	\$128,000.00	\$73,000.00	Fibertite	\$1.75	\$7.00	\$4.00	\$4.00	Yes	Yes	Yes
Mecklenburg Roofing, Inc.	\$1,144,509.00	\$40,800.00	\$117,119.00	\$97,965.00	Fibertite	\$3.00	\$10.00	\$4.00	\$4.00	Yes	Yes	Yes
Nations Roof	\$1,125,000.00	\$34,000.00	\$306,000.00	\$102,000.00	Carlisle	\$1.65	\$8.50	\$3.85	\$7.50	Yes	Yes	Yes
Rike Roofing Services, Inc.	\$1,525,000.00	\$40,000.00	\$185,000.00	\$125,000.00	Fibertite	\$3.00	\$10.00	\$5.50	\$2.50	Yes	Yes	Yes
Tecta America Carolinas	\$1,216,726.00	\$68,045.00	\$177,600.00	\$148,755.00	Carlisle	\$1.00	\$8.00	\$4.50	\$6.00	Yes	Yes	Yes
Triad Roofing	\$1,047,137.00	\$25,215.00	\$185,328.00	\$117,277.00	Fibertite	\$1.00	\$5.00	\$3.00	\$2.50	Yes	Yes	Yes

I hereby certify that this is a true tabulation of bids received.



Jeremiah Webster, PE, RRC, REWC, RRO
Project Engineer

3/1/2017

Date

1,080,000.00 + *Base Bid*
 37,000.00 + *Alt. 1*
 128,000.00 + *Alt. 2*
 73,000.00 + *Alt. 3*
 004
1,318,000.00 * *Total Johnson's Roofing - All 3 Alternates*



REI ENGINEERS

1927 J.N. PEASE PLACE, SUITE 201, CHARLOTTE, NC 28262
PHONE 704.596.0331 FAX 704.596.0533



March 1, 2017

Rowan County
Finance Department
130 West Innes Street
Salisbury, North Carolina 28144

Attention: Mr. David Sifford
Purchasing Agent

Reference: Contract Award Recommendation
West End Plaza Phase II Roof Replacement
REI Project No. 016CLT-232

Dear Mr. Sifford:

Bids were opened at 2:00 PM on March 1, 2017 for the above referenced project. Eight (8) responsive bids were received. Johnson's Roofing Service, Inc. submitted the lowest total base bid plus Alternates 1, 2 and 3 in the amount of \$1,318,000.00. REI Engineers estimated construction cost (which did not include Alternates 2 and 3) was \$1,280,760.00. Based upon discussions, it is REI's recommendation that all three alternate bids be accepted; therefore, REI recommends this project be awarded to **Johnson's Roofing Service, Inc.** in the amount of **\$1,318,000.00**.

Please contact our office if you have any questions regarding the bidding and awarding of this project.

Sincerely,

REI Engineers

A handwritten signature in black ink, appearing to read 'Jeremiah Webster'.

Jeremiah Webster, PE, RBEC, RRC, REWC, RWC, RRO
Project Engineer

Enc: Certified Bid Tabulation
Copy of Johnson's Roofing Service Bid Form and Enclosures

ROOFING, WATERPROOFING AND BUILDING ENVELOPE ENGINEERS AND CONSULTANTS

www.reiengineers.com

AN EMPLOYEE-OWNED COMPANY

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To transfer funds and reallocate appropriations within the West End Plaza Capital Projects Fund for the Phase II roofing project.

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Balance	R	1143390-495000	350,160	
Transfer to Fund 317	E	1154112-595317	350,160	
I - Transfer from Fund 101	R	3744124-491101		469,840
II - Transfer from Fund 101	R	3748092-491101	820,000	
I - Other Professional Services	E	3758090-533000		22,262
I - CIP - Buildings	E	3758090-577005		442,578
I - CIP - Architect	E	3758090-577010		5,000
II - CIP - Buildings	E	3758092-577005	1,320,000	
II - CIP - Architect	E	3758092-577010		500,000
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____ 3/13/17		Date: _____	Posted by: _____	
Signature: _____ P. Nishide		Signature: _____	Approved by: _____	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: March 13, 2017
SUBJECT: Approval of Contract for Clearing and Maintaining Airport Fence Line

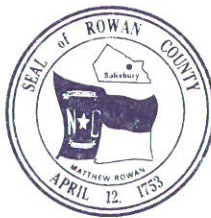
Please see attached information.

Please approve attached information.

ATTACHMENTS:

Description	Upload Date	Type
Contract for Clearing and Maintaining Airport Fence Line	3/14/2017	Backup Material

Leslie E. Heidrick, CPA
Assistant County Manager/
Finance Department



Harley L. Will, CPA
Assistant Finance Director

Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

Telephone 704-216-8170 • FAX 704-216-8110

MEMORANDUM

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

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

RE: Approval of Contract for Clearing and Maintaining Fence Line Surrounding the Airport

DATE: March 9, 2017

After due advertisement, bids for the clearing and quarterly maintenance services on the fence line that surrounds the Rowan County Airport were received and opened by David Sifford, Purchasing Agent.

The Finance Department received bids from the following three vendors: CCS-Environmental, Kutt-Rite Lawncare and Greenway Property Maintenance. CCS-Environmental offered the lowest bid in the amount of \$29,448 to clear the fence line and \$2,750 for quarterly maintenance services.

An alternate bid was also requested for landscaping services covering the entire Rowan County Airport property. Kutt-Rite Lawncare offered the lowest bid for this service in the amount of \$10,417 monthly. Airport landscaping is currently done with part-time staff using equipment already owned by the County. Acceptance of this bid would result in an increase in cost for landscaping at the Airport. Therefore, staff is not recommending acceptance of the alternate bid at this time.

The certified bid tabulation is attached. Complete bids are on file in the Purchasing Office.

Staff Recommendation: The Rowan County Airport and the Finance Department recommend awarding a contract to CCS-Environmental to clear the fence line surrounding the Rowan County Airport at a cost not to exceed \$29,448 for the initial clearing and \$2,750 for quarterly maintenance services, which would begin July 1, 2017.



Rowan County Request for Bids
Landscaping and Grounds Maintenance
Bid Tabulation
6-Mar-17

	<u>CCS - Environmental</u>	<u>Kutt-Rite Lawncare</u>	<u>Greenway Property Maintenance</u>
Primary Bid Amount - Clearing Fence Line	\$ 29,448.00	\$ 58,000.00	\$ 68,300.00
Primary Bid Amount - Quarterly Fence Line Maintenance	\$ 2,750.00	\$ 3,500.00	\$ 7,300.00
Alternate Bid Amount - Monthly Service Entire Airport Property	\$ 21,100.00	\$ 10,416.67	\$ 14,025.00

I hereby certify that this is a true tabulation of the bids received



David Sifford, Purchasing Agent

3/6/17

Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: March 14, 2017
SUBJECT: Apple Installment Purchase Agreement for Rowan Salisbury School System

The Board received a presentation from Rowan Salisbury School System on March 6, 2017 regarding approval of an Apple Installment Purchase Agreement.

Following the presentation, a motion was made to delay a decision to March 20, 2017 to give the Commissioners additional time to review the Apple Lease.

ATTACHMENTS:

Description	Upload Date	Type
Apple Lease Presentation 3-06-2017	3/14/2017	Cover Memo
Comparison Handout at 3-06-2017 Meeting	3/14/2017	Cover Memo
Handout of BOE Presentation From 2-27-2017	3/14/2017	Cover Memo
Apple Installment Purchase Agreement	3/14/2017	Cover Memo
Rowan County CIO Summary of Apple Lease for 2017-2020	3/14/2017	Cover Memo
Rowan County CIO Worksheet	3/14/2017	Cover Memo



Apple Lease Proposal

Rowan County Commissioners Meeting
March 6, 2017



Overview

- The current lease agreement will end at the end of the 2016 - 2017 school year
- Present the “Why” of our instructional transformation
- Present a pros vs. cons comparison for switching to a different product or remaining with Apple Inc.
- Give rationale for a new lease with Apple Inc.
- Review of key elements of the Apple Lease

Why an Instructional Transformation?

- Change the trajectory of academic performance.
- Extend the day for children, more time and more help.
- Professional tools to allow educators to personalize instruction.
- Recruit individuals and business to our community.

CHANGE HAPPENED!

Rowan-Salisbury School District Performance Increases

OFF STATE'S LIST OF
LOW PERFORMING SCHOOL DISTRICTS



K-8 SCHOOLS
MET OR EXCEEDED
GROWTH IN READING



88.2%
OF OUR SCHOOL PERFORMANCE
GRADE SCORES INCREASED

HIGH SCHOOLS
UP 17.5 POINTS
PERFORMANCE
COMPOSITE

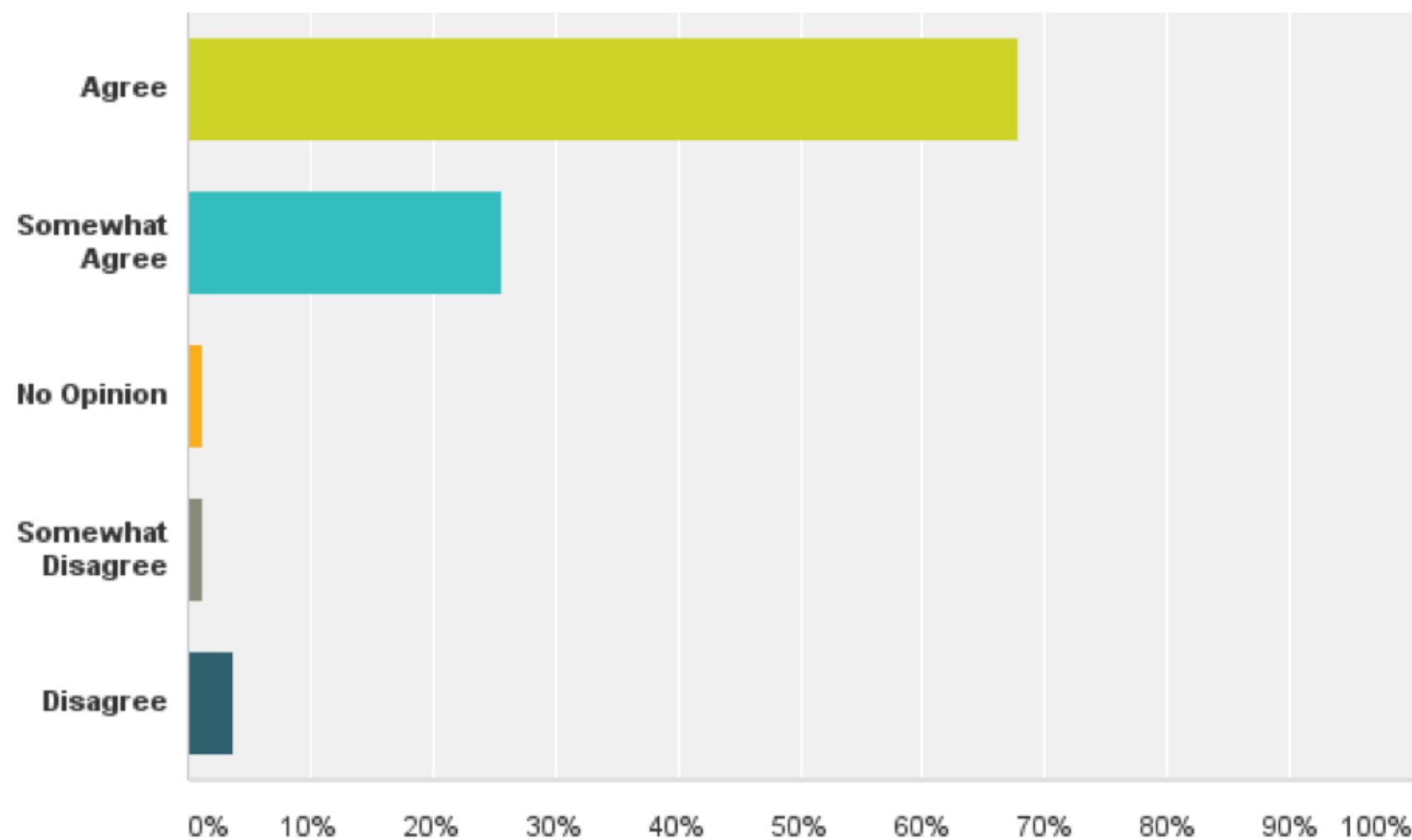
\$18.4
MILLION
SCHOLARSHIPS
DOUBLED



SCHOOL
PERFORMANCE
LETTER GRADE
INCREASED

Q1: I believe that having a technology rich district helps recruit companies and/or individuals.

Answered: 78 Skipped: 0



Current Comparison as it Relates to RSS



	Macbook Air	ThinkPad	Chromebook	iPad Air 2	Surface
Additional Technician Training	★★★★★	★★★☆☆	★☆☆☆☆	★★★★★	★☆☆☆☆
Additional Technical Training for Educators	★★★★★	★★★☆☆	★★★☆☆	★★★★★	★★★☆☆
Additional Instructional Training for Educators	★★★★★	★★★☆☆	★★★☆☆	★★★★★	★★★☆☆
Lesson Plan	★★★★★	★★★☆☆	★★★☆☆	★★★★★	★★★☆☆
Mobile Device Management System	★★★★★	★★★☆☆	★☆☆☆☆	★★★★★	★★★☆☆
Streaming Devices	★★★★★	★★★☆☆	★☆☆☆☆	★★★★★	★★★☆☆
Surplus Power Adapters	★★★★★	★★★☆☆	★☆☆☆☆	★★★★★	★★★☆☆
Cases	★★★★★	★★★☆☆	★☆☆☆☆	★★★☆☆	★★★☆☆
Existing Apps/Productivity Tools	★★★★★	★★★☆☆	★★★☆☆	★★★★★	★★★☆☆



Minimal Impact



Significant Impact

Key Points for Remaining with Apple Inc.

Pro:

- Eliminates change/disruption for staff and students.
- Eliminates conversion of equipment/infrastructure.
- Residual value remains higher than competitors, which is needed for sustainability.
- Accessories, hardware and applications remain operable.
- Continue to move forward with current progress.

Con:

- Higher upfront costs than other devices.



Lease Comparison

Apple Lease Proposal	Total Cost
2014-2017 Lease	\$ 11,118,954
2017-2020 Lease	\$ 14,664,215

Device Number Comparison

Device Type	2014-2017 Lease	2017-2020 Lease
Student MacBook Air (Grades 9-12; K-8 Carts)	7315 (Leased)	6640
Student iPads (Grades K-8)	9240 (Leased) 4242 (Inventory) Total =13482	13650
Teacher Macbook Air	1420 (Purchased)	1700
Teacher Macbook Pro	239 (Inventory)	0
Teacher/TA iPads	1400 (Inventory)	1400
Total	23856	23390
Leased	16555	23390
Purchase/Inventory	7301	0

2017-2020 Lease Specifics

Apple Proposal	
Standard Education Pricing	\$ 16,460,275
Apple Negotiated Price	\$ 13,704,874
North Carolina Sales Tax*	\$ 959,341
Total Price	\$ 14,664,215
<i>Device Residual Value</i>	\$ 3,000,000
	\$ 11,664,215

* Tax Refund 32% - \$306,989.12

Recommendation

Approve Rowan-Salisbury Schools entering into a lease agreement from 2017-2020 with Apple Inc.

Discussion ☐

Action ☒

Information Only ☐



Questions?



Device Comparison - Specifications and Price

	GOOGLE	APPLE	APPLE	MICROSOFT	MICROSOFT
Model	Tablet - Chromebook	Tablet - iPad Air 2	Laptop - MacAir 11"	Laptop - ThinkPad T460	Tablet/Laptop - Surface
Vendor	Dell	Apple	Apple	Lenovo	Microsoft
Operating System	Chrome OS	iOS 10	OS X El Capitan	Windows 10	Windows 8
CPU	Celeron N2840	A8X 64-bit architecture	Intel Core i5	Intel Core i7	Intel Core
Storage	16GB	32GB	128GB	256GB	128GB
Memory	4GB	2GB	4GB	4GB	4GB
Screen Size	11.6	9.7 inch	11.6 inch	14 inch	12.3 inch
Screen Resolution	1368x766	2048x1536	1366x768	1920x1080	1920x1080
Screen Technology	LCD/plastic	Retina / Fingerprint resistance	LED	IPS Touch/ Anti-glare Display	PixelSense
USB 2.0 Ports	1	-	-	-	-
USB 3.0 Ports	1	-	2	3	2
Wi-Fi	ac dual band	802.11 a/b/g/n/ac	802.11ac	802.11 ac	802.11ac
Headphone/Mic	3.5mm	3.5mm	3.5mm	3.5mm	3.5mm
Bluetooth	4.0	4.2	4.0	4.1	4.0
Speaker	Yes	Yes	Yes	Yes	Yes
Memory Card Slot	SIM, SD/MMC	-	-	HDMI 4-in-1	microSD
Weight	2.79 lbs.	.96 lbs.	2.38 lbs.	3.78 lbs.	1.9 lbs.
Dimensions	11.7 x 8.5 x 0.8	9.4x6.6x.24	11x11.8x7.56	13.35x9.15x0.83	10.8x6.81x
Average Battery Life	9 Hours	10 Hours	8 Hours	8 Hours	5 hours
Battery Technology	Lithium-polymer	Lithium-polymer	Lithium-polymer	Lithium-polymer	Lithium-poly
Warranty	1 yr	AppleCare	AppleCare	3-Year	3-Year
Warranty Includes Battery	"limited hardware"	Yes	Yes	Yes	Yes
Keyboard / Interface	Keyboard	On Screen	Full-size backlit/touchpad	Yes	Yes
Front Camera	720p	8MP 1080p HD	720p HD	720p HD	720p HD
Integrated Mic	Yes	Yes	Dual Mics	Yes	Yes
Retail Price	\$ 360 *	\$ 399 *	\$ 999 *	\$ 859 *	\$ 749 *

*Negotiated price may be lower than retail price



1. What is the purpose of the 1:1?

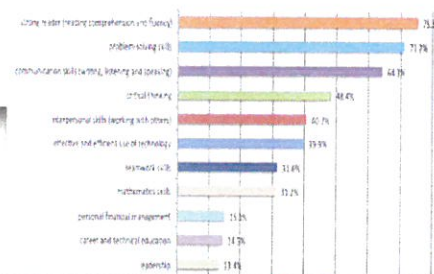
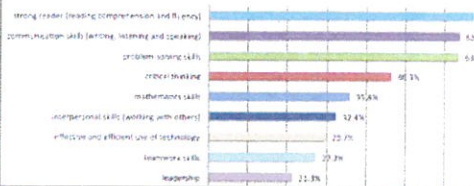
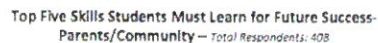
APPLE LEASE

Responses to Board Questions

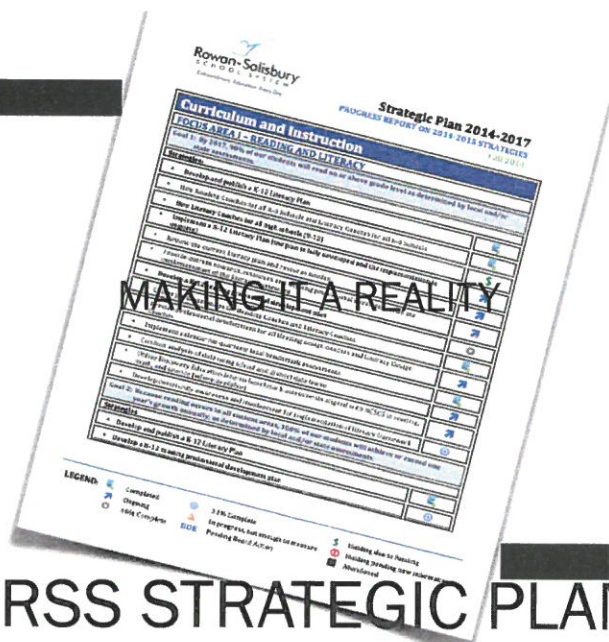
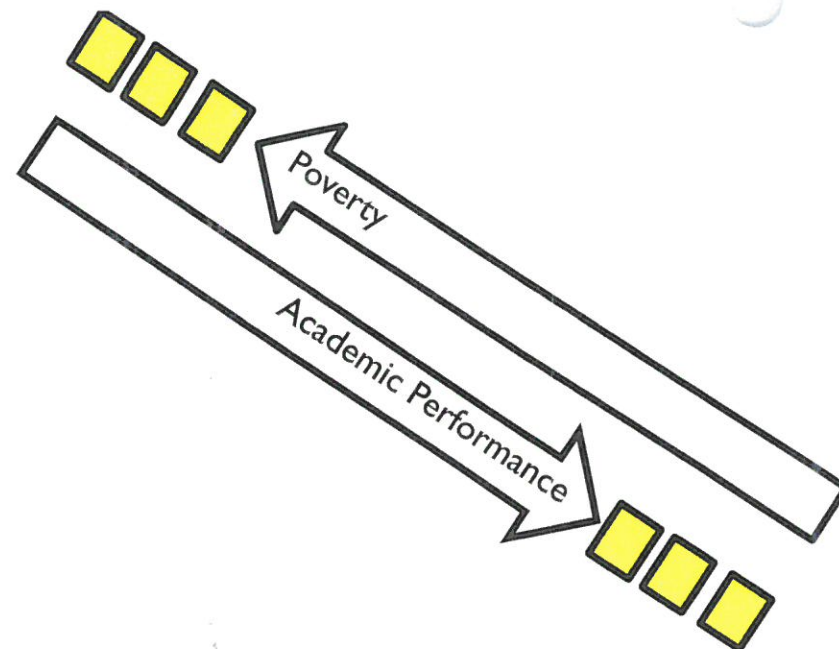
Rowan-Salisbury Schools
Board of Education Presentation
February 27, 2017

OCTOBER 2013

1. What is the purpose of the 1:1?
2. What are the outcomes we hope to achieve?
3. How are we measuring the effectiveness of this initiative?
4. Are the devices being used at home for academic purposes?



2014 COMMUNITY SURVEY



What Matters Most!

Check all that apply

☐ Administrator

☐ Business Leader

☐ Student

☐ Parent

Please put your name and contact information on the back of this card (optional).

Area For Improvement!

Check all that apply

☐ Administrator

☐ Student

☐ Parent

☐ Teacher

Contact information

Bragging Rights!

Check all that apply

☐ Administrator

☐ Business Leader

☐ Student

☐ Parent

☐ Teacher

Please put your name and contact information on the back of this card (optional).

EVALUATION

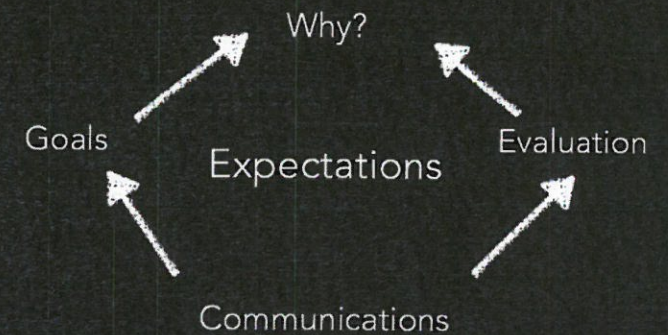
- Student Achievement - State and Local
- Teacher Effectiveness
- CCRP Walk Through Data

evaluate

DIGITAL
CONVERSION
PRESENTATION
MAY 2014

DIGITAL
CONVERSION
PRESENTATION
MAY 2014

DIGITAL CONVERSION



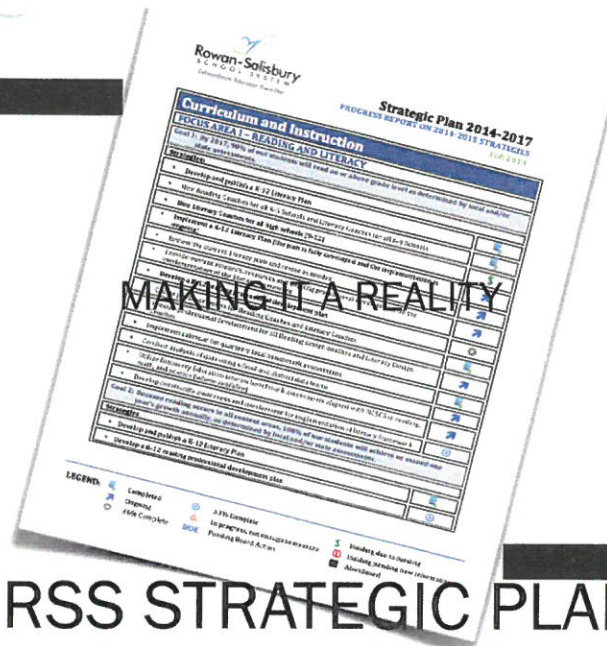
CHANGING OUR
TRAJECTORY
PRESENTATION
February 2015

What can we do to change the
trajectory of academic
performance?

DIGITAL
CONVERSION
PRESENTATION
MAY 2014



- Literacy
- CCRP - Connected, Collaborative, Relevant, Personalized
- PBL - Problem Based Learning



2014 RSS STRATEGIC PLAN

2. What are the outcomes we hope to achieve?

3. How are we measuring the effectiveness of this initiative?

■ Reading and Literacy

- Students reading on grade level
- Students exceeding a year's worth of growth

■ Engaging Work

- PBL (Problem Based Learning)/Critical Thinking
- CCRP (Collaborative; Connected; Relevant; Personalized)

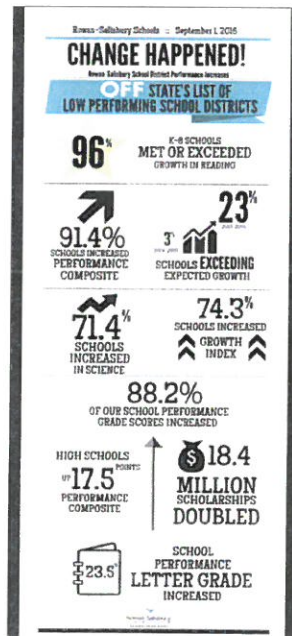
LOCAL & STATE ACHIEVEMENT DATA

- Regular school data analysis
- Monitored, quarterly school data meetings
- Literacy
 - Local and state achievement data
 - Achieve 3000 results
 - Teacher effectiveness data (EVAAS)
- CCRP (Collaboration, Connected, Relevant, Personalized)
 - What's Next? National Research Project
- Problem Based Learning Showcase
- Teacher Working Conditions Survey
- SACS (AdvancED) International Accreditation

EVIDENCE OF
CHANGE

August 2016

CHANGE HAPPENED!

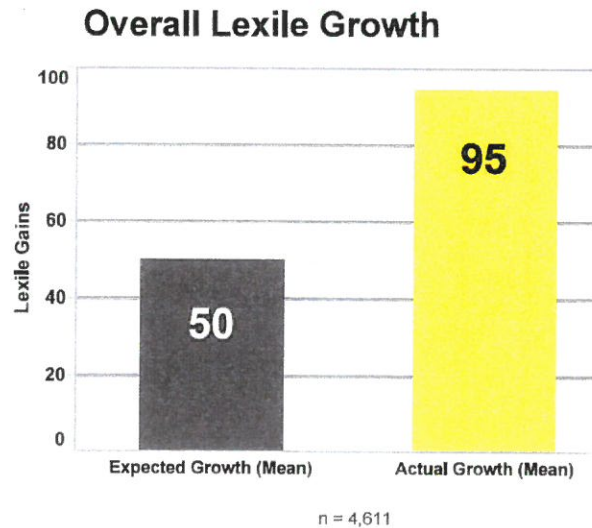


Requests by the board of education for additional data points include:

- Student Survey
- Parent Survey
- Teacher Survey
- Business Survey

ELEMENTARY

Nearly 2x's expected reading growth

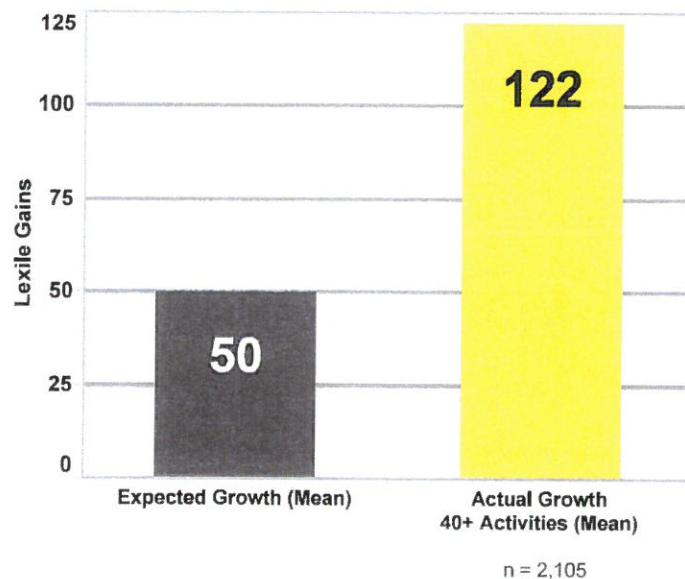


LITERACY

Achieve 3000 Data

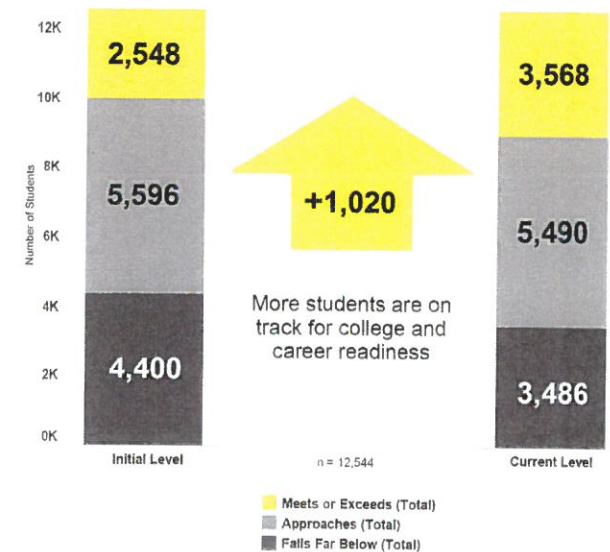
ELEMENTARY

Nearly 2x's expected reading growth for students completing 40 activities



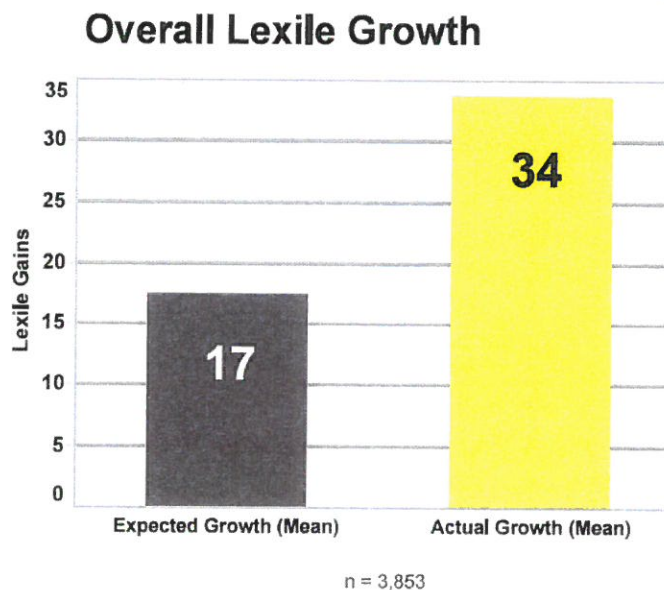
ACHIEVE LEVEL SETS
August 2016 -
February 2017

Are my students on track for college and career readiness?



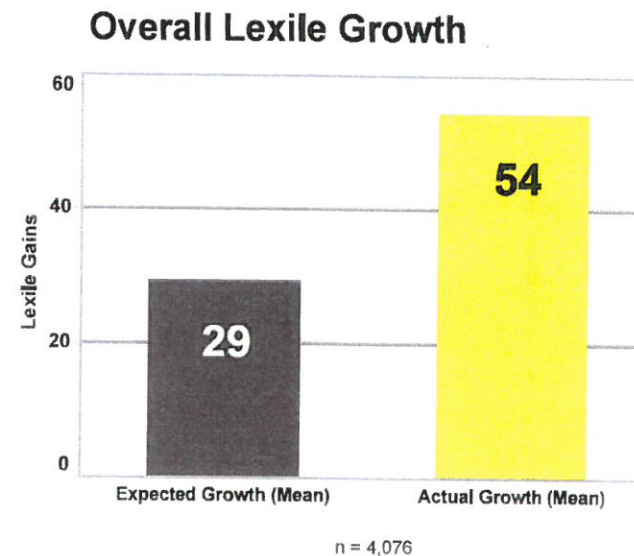
HIGH

Nearly 2x's expected reading growth



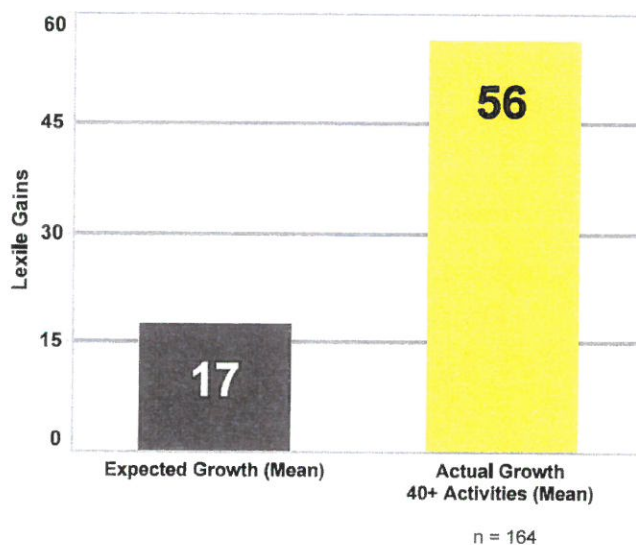
MIDDLE

Nearly 2x's expected reading growth



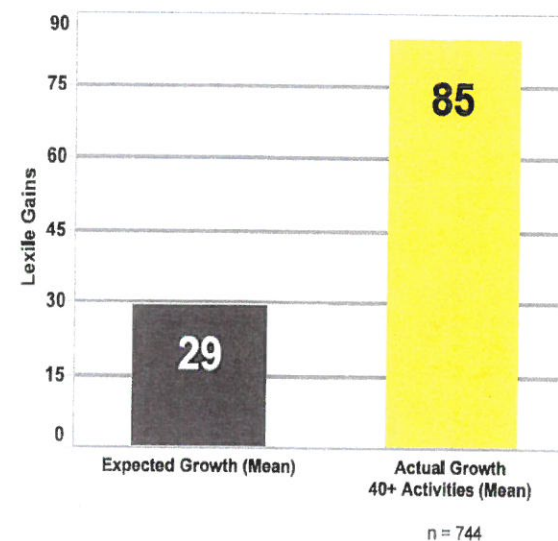
HIGH

Nearly 3x's expected reading growth for students completing 40 activities

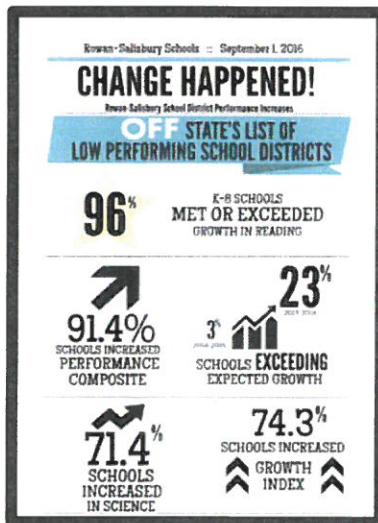


MIDDLE

Nearly 3x expected reading growth completing 40 activities



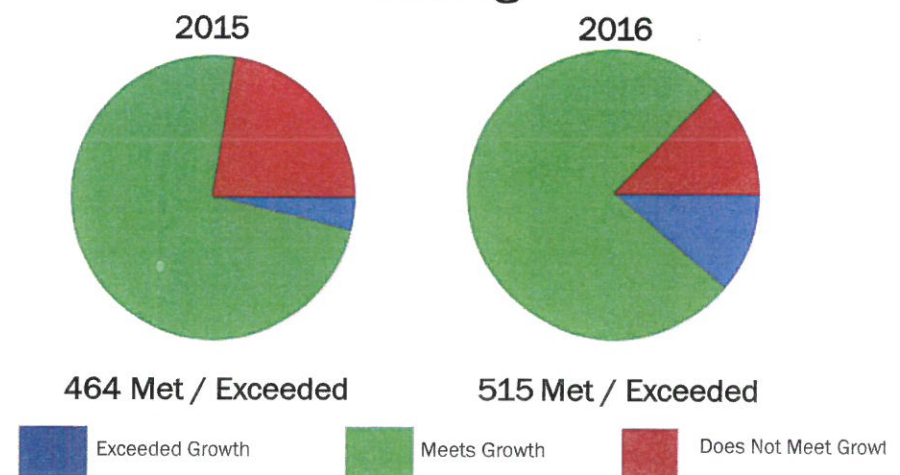
DISTRICT GROWTH IN READING



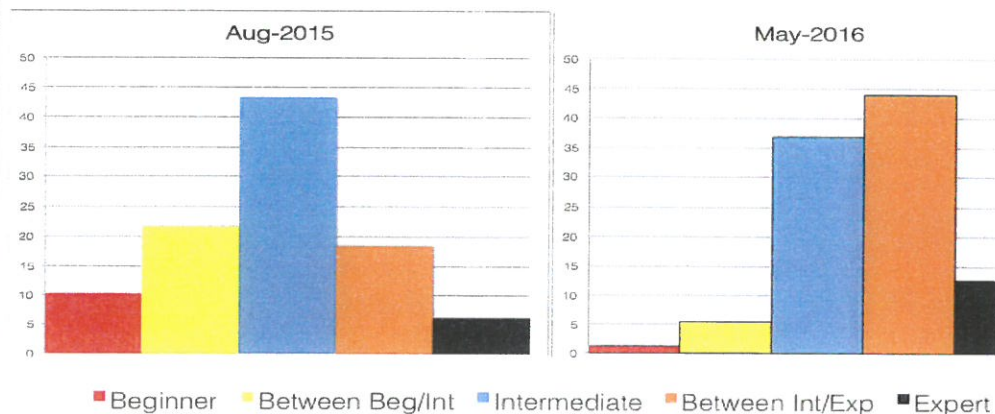
LITERACY EVAAS Data

CCRP What's Next? Apple Research Project

TEACHER EFFECTIVENESS All Reading

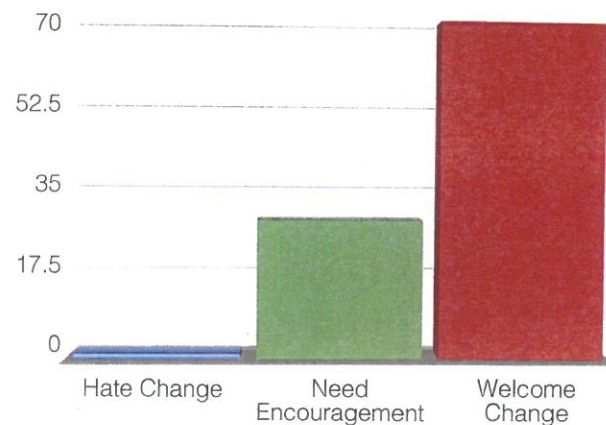


2nd Year - Teacher Survey How would you rank your digital skill set ?



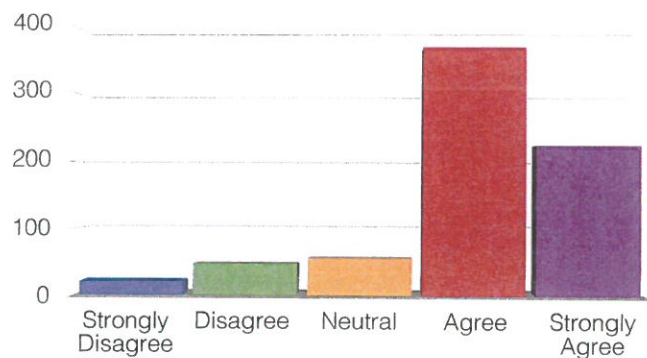
How do you feel about change at work

Knoster -
Leading
and
Managing
Complex
Change
Fall 2015



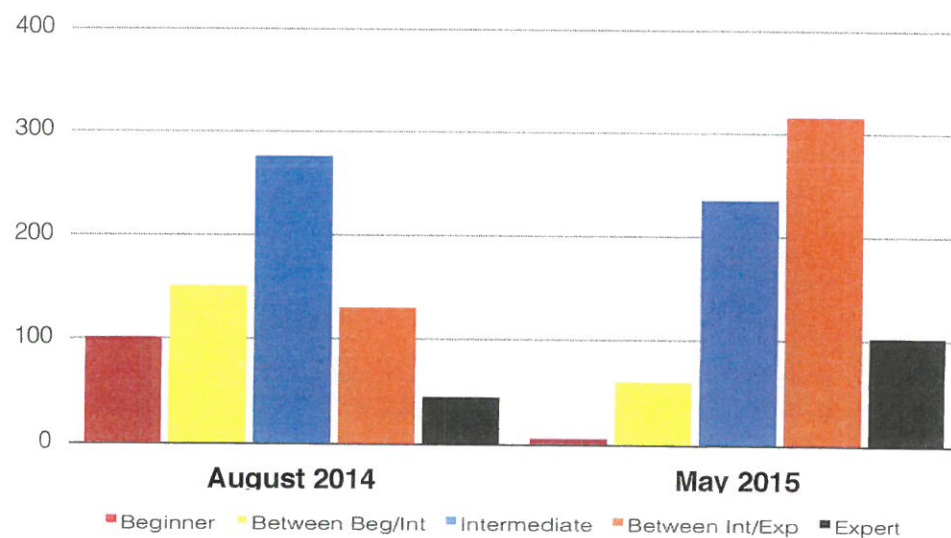
Teacher Response

1st Year - May 2015 - There is a shared vision for digital integration at my school

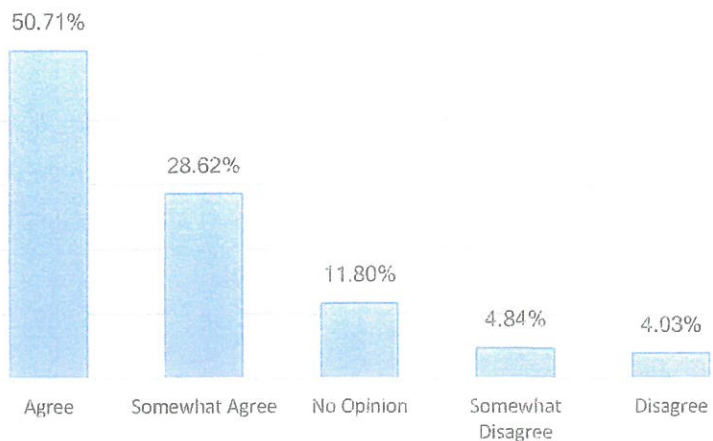


Teacher Response

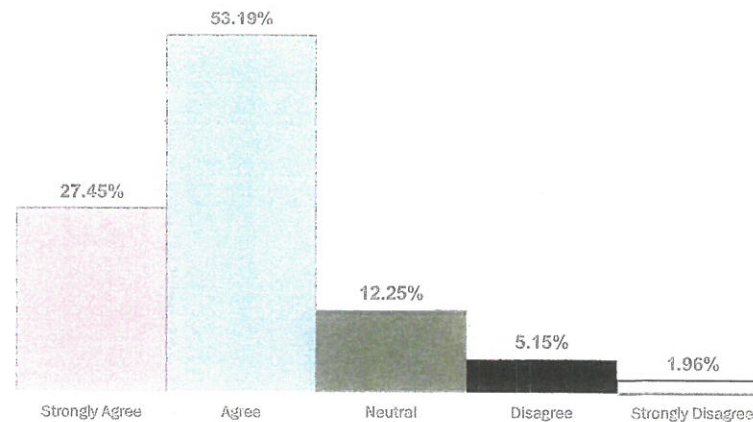
1st Year - Teacher Survey How would you rank your digital skill set ?



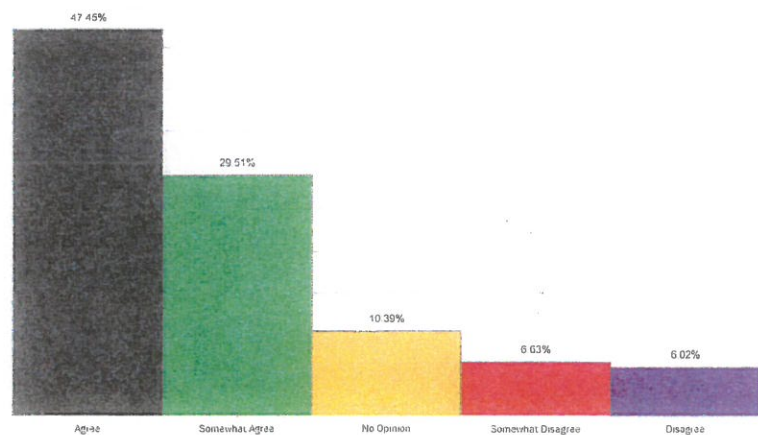
2nd Year – May 2016 – Student Survey
I believe my teacher uses technology to help me learn the things I need to know.



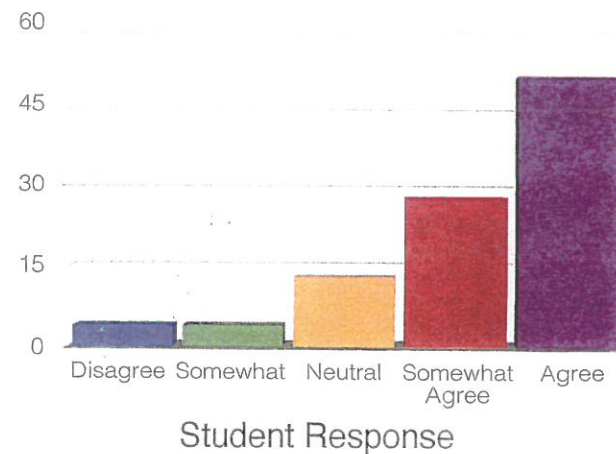
2nd Year – May 2016 - There is a shared vision for digital integration at my school



1st Year – May 2015 – Student Survey
I believe my iPad or computer helps me learn.



1st Year – May 2015 - I believe my teacher uses my iPad or computer to help me learn the things I need to know.

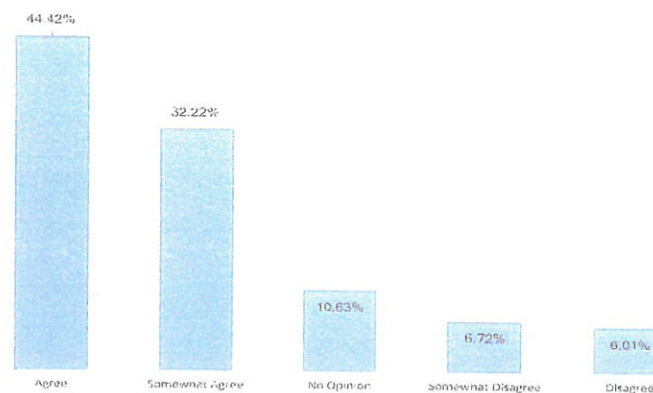




RSS PBL
SHOWCASE
FEBRUARY 2017

2nd Year – May 2016 – Student Survey I believe my iPad or computer helps me learn.

I believe my iPad or computer helps me learn.



TEACHER WORKING CONDITIONS
Survey

PROBLEM BASED LEARNING
Showcase

Digital Learning Environment

AdvancED Network consists of 34,000 schools and systems across US and in 70 countries.

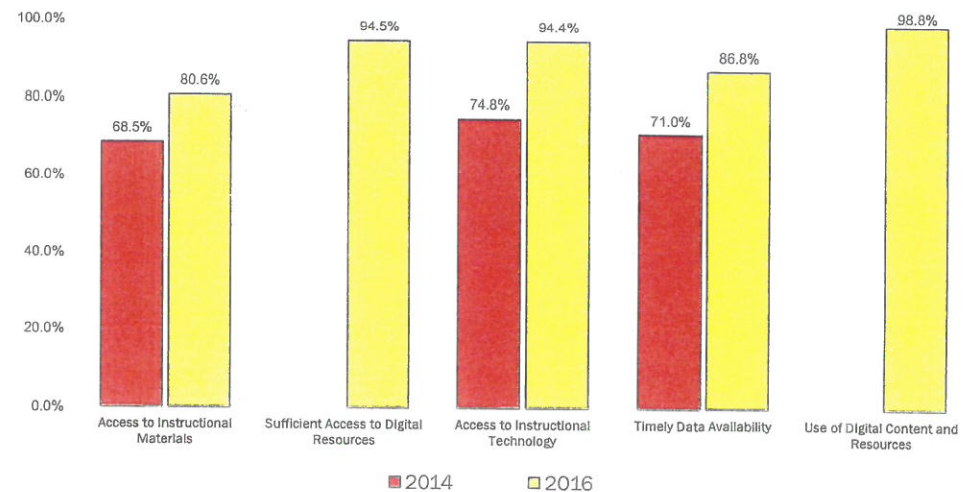


Digital Learning Environment
AdvancED Network Score
1.88



Digital Learning Environment
District Score
2.70

Teacher Working Conditions Survey 2014 & 2016 Comparison



Student have *equal access* to
classroom discussions activities,
resources, technology, and support.

94.95%

Evidence to support this statement was observed 94.95% of
the time in over 99 classrooms visited
by 8 accreditation team members.

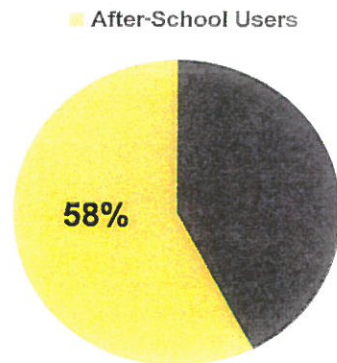
SACS AdvancED
International Accreditation

ACHIEVE 3000

“One of the most powerful and pervasive change that has occurred in the school system has been the rolling out of its Digital Conversion program.”

AdvancED External Review Team

AFTER SCHOOL USAGE Elementary Schools



58% of Achieve3000 students logged in after school hours.

Students logged in 36,831 times after school during the school year.

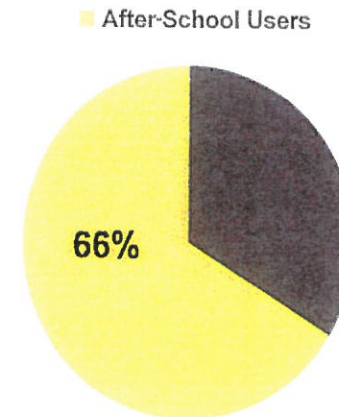
4. Are the devices being used at home for academic purposes?

ZSCALER HOME FILTERING

Home Connectivity Statistics for Students:

- August 2016 to Present = 12,640 connection
 - ADM 3 - 12th grade = 14,998
 - $14,998 / 12,640 = 84\%$

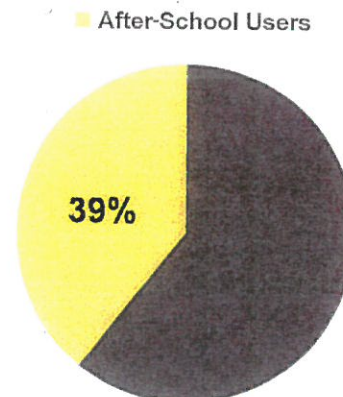
AFTER SCHOOL USAGE Middle Schools



66% of Achieve3000 students logged in after school hours.

Students logged in 23,163 times after school during the school year.

AFTER SCHOOL USAGE High Schools



39% of Achieve3000 students logged in after school hours.

Students logged in 8,530 times after school during the school year.

7117

Total Responses

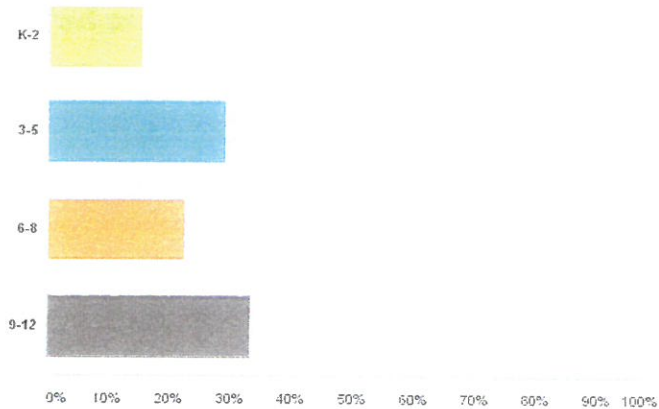
Date Created: Friday, February 17, 2017

Complete Responses: 7117

Powered by  SurveyMonkey

: What grade are you in?

Completed: 7,076 Skipped: 41




Powered by  SurveyMonkey

1:1 STAKEHOLDER SURVEY 2017

Digital Conversion Survey 2017 (Student)

Wednesday, February 22, 2017

Powered by  SurveyMonkey

Powered by  SurveyMonkey

2748

Total Responses

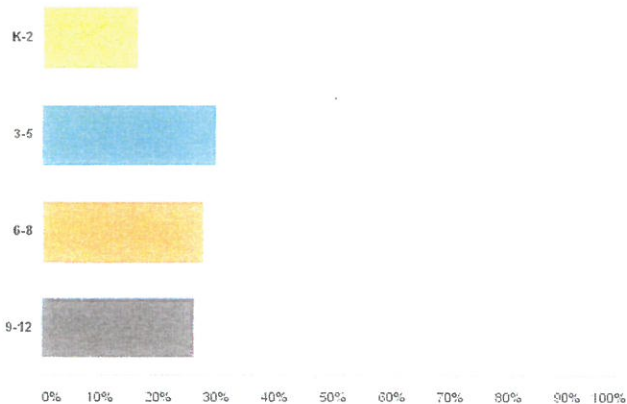
Date Created: Friday, February 17, 2017

Complete Responses: 2748

ad by  SurveyMonkey

: What grade is your child in?

ered: 2,731 Skipped: 17



ad by  SurveyMonkey

: I believe my iPad or computer helps me learn.

ered: 7,089 Skipped: 28

Answer Choices


Responses


Agree	66.65%	4,725
Somewhat Agree	18.92%	1,341
No Opinion	4.40%	312
Somewhat Disagree	4.03%	286
Disagree	6.00%	425
Total		7,089

ad by  SurveyMonkey

Digital Conversion
Survey 2017 (Parent)

Wednesday, February 22, 2017

ad by  SurveyMonkey

Powered by  SurveyMonkey

: There is educational value in my child having their own personal iPad laptop.

ered: 2,747 Skipped: 1

Answer Choices	Responses	
Agree	52.09%	1,431
Somewhat Agree	19.00%	522
No Opinion	0.73%	20
Somewhat Disagree	9.68%	266
Disagree	18.49%	508
Total		2,747

ad by SurveyMonkey

: What grade is your child in?

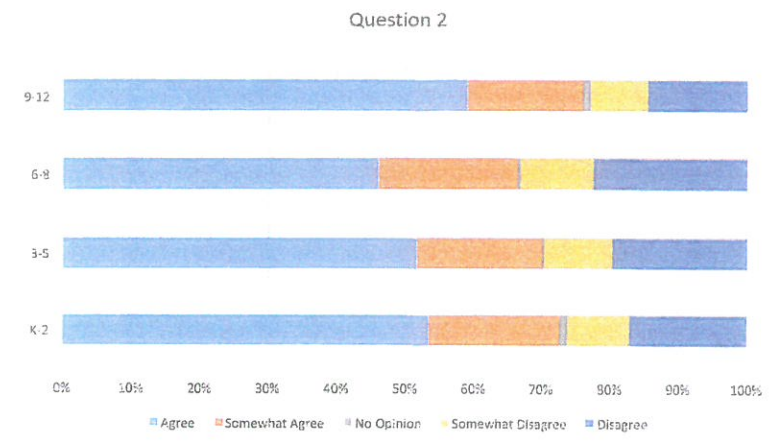
ered: 2,731 Skipped: 17

Answer Choices	Responses	
K-2	16.29%	445
3-5	29.92%	817
6-8	27.61%	754
9-12	26.18%	715
Total		2,731

ad by SurveyMonkey

: There is educational value in my child having their own personal iPad laptop.

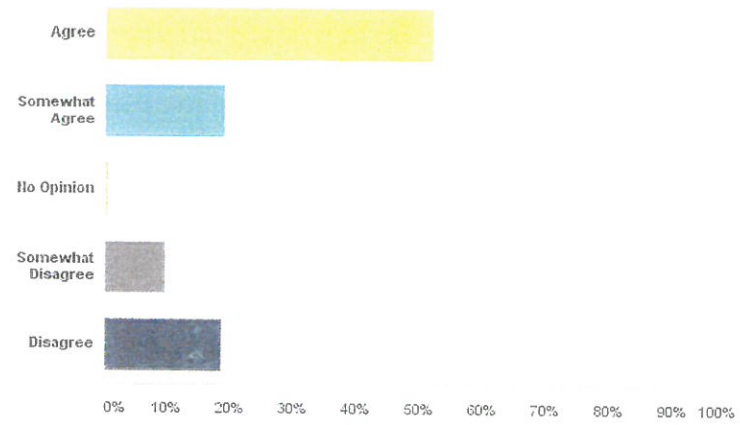
ered: 2,747 Skipped: 1



ad by SurveyMonkey

: There is educational value in my child having their own personal iPad laptop.

ered: 2,747 Skipped: 1

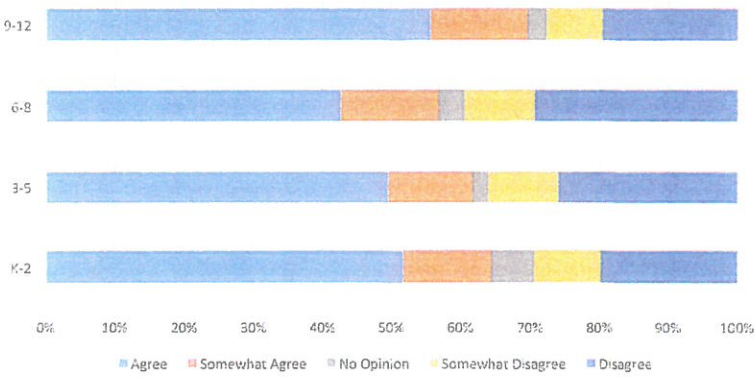


ad by SurveyMonkey

: My family and child(ren) have benefited (educationally, financially, ...) from having an iPad or laptop.

ered: 2,745 Skipped: 3

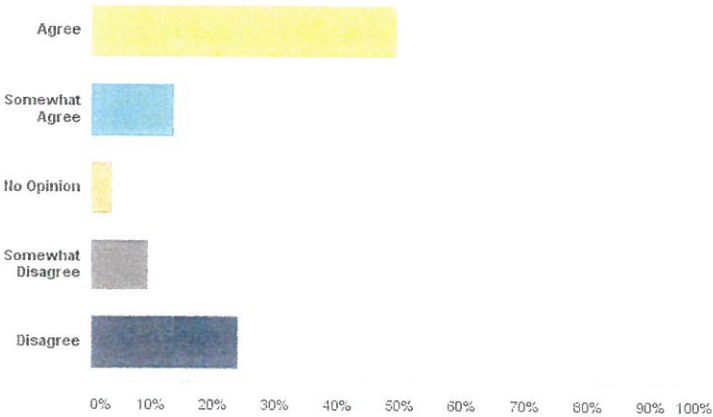
Question 3



ad by SurveyMonkey

: My family and child(ren) have benefited (educationally, financially, ...) from having an iPad or laptop.

ered: 2,745 Skipped: 3



ad by SurveyMonkey

Digital Conversion Survey 2017 (Teacher)

Thursday, February 23, 2017

Powered by SurveyMonkey

: My family and child(ren) have benefited (educationally, financially, ...) from having an iPad or laptop.

ered: 2,745 Skipped: 3

Answer Choices	Responses	
Agree	49.44%	1,357
Somewhat Agree	13.52%	371
No Opinion	3.50%	95
Somewhat Disagree	9.47%	260
Disagree	24.08%	661
Total		2,745

ad by SurveyMonkey

: What grade do you teach?

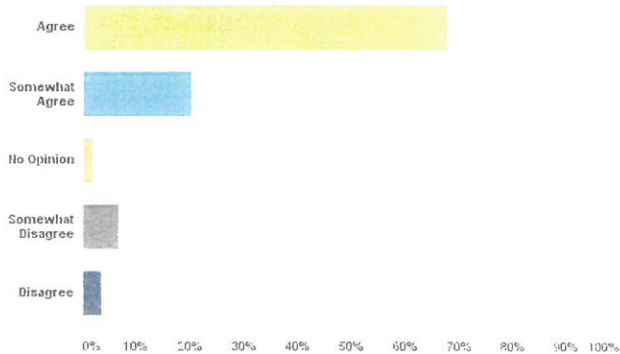
ered: 1,009 Skipped: 11

Answer Choices	Responses	
K-2	24.70%	250
3-5	22.50%	227
6-8	22.70%	229
9-12	30.03%	301
Total		1,009

ed by SurveyMonkey

: I believe the digital device enhances opportunities for collaboration between students and/or my colleagues.

ered: 1,020 Skipped: 0



ed by SurveyMonkey

120

il Responses

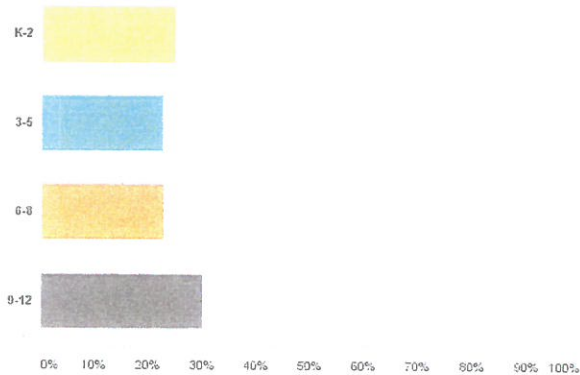
Created: Friday, February 17, 2017

Complete Responses: 1020

ed by SurveyMonkey

: What grade do you teach?

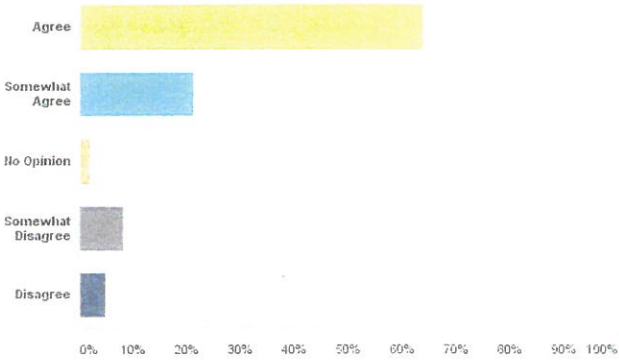
ered: 1,009 Skipped: 11



ed by SurveyMonkey

: I believe the digital device allows students to connect to the real-world in a way that makes learning relevant.

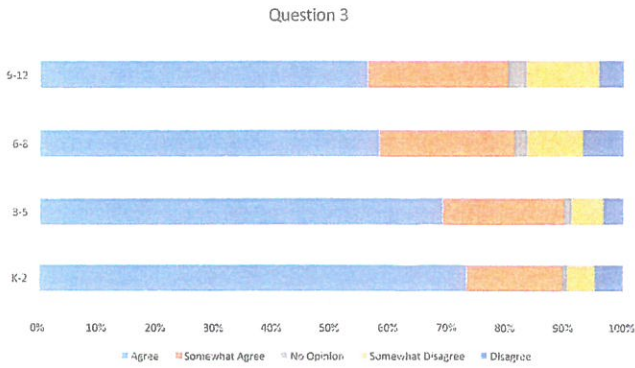
ered: 1,019 Skipped: 1



ed by SurveyMonkey

: I believe the digital device allows students to connect to the real-world in a way that makes learning relevant.

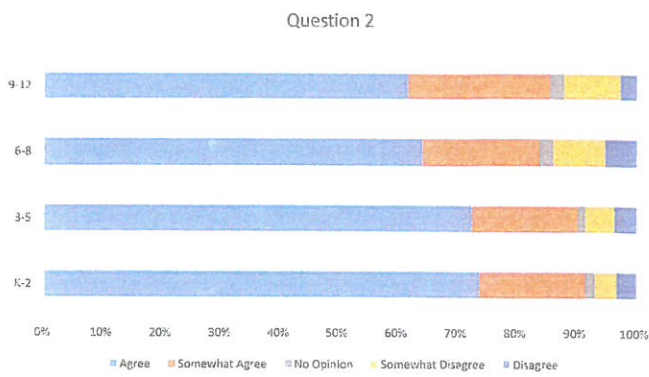
ered: 1,019 Skipped: 1



ed by SurveyMonkey

: I believe the digital device enhances opportunities for collaboration between students and/or my colleagues.

ered: 1,020 Skipped: 0



ed by SurveyMonkey

: I believe the digital device enhances opportunities for collaboration between students and/or my colleagues.

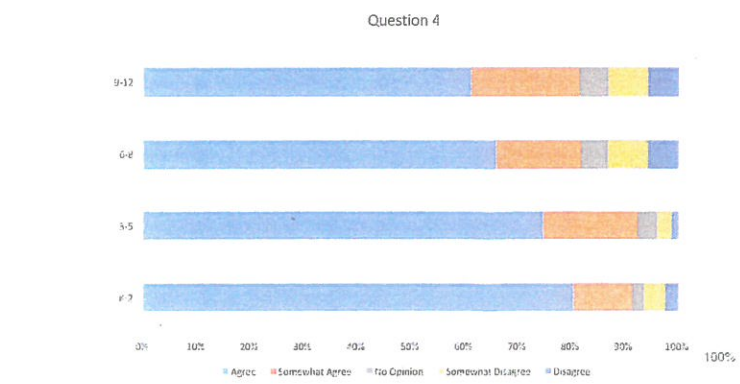
ered: 1,020 Skipped: 0

Answer Choices	Responses	
Agree	67.75%	691
Somewhat Agree	20.10%	204
No Opinion	1.86%	19
Somewhat Disagree	6.76%	69
Disagree	3.53%	36
Total		1,020

ed by SurveyMonkey

: I believe having a device allows me to facilitate personalize learning oportunities for students.

ered: 1,016 Skipped: 4



ed by SurveyMonkey

: I believe having a device allows me to facilitate personalize learning oportunities for students.

ered: 1,016 Skipped: 4

Answer Choices	Responses
Agree	70.18% 713
Somewhat Agree	16.54% 168
No Opinion	4.04% 41
Somewhat Disagree	5.41% 55
Disagree	3.84% 39
Total	1,016

ed by SurveyMonkey

: I believe the digital device allows students to connect to the real- rld in a way that makes learning relevant.

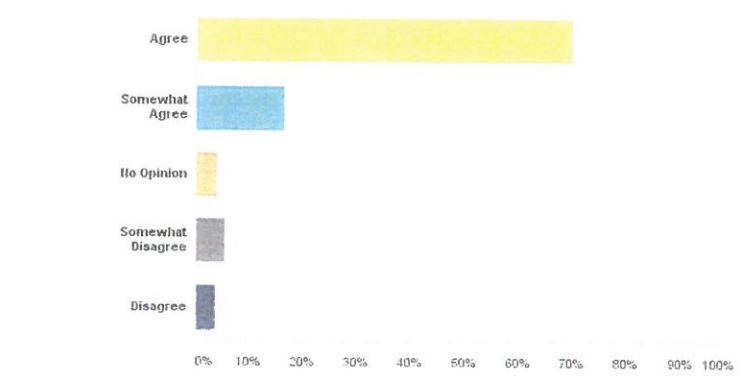
ered: 1,019 Skipped: 1

Answer Choices	Responses
Agree	63.79% 650
Somewhat Agree	21.30% 217
No Opinion	1.86% 19
Somewhat Disagree	8.24% 84
Disagree	4.81% 49
Total	1,019

ed by SurveyMonkey

: I believe having a device allows me to facilitate personalize learning oportunities for students.

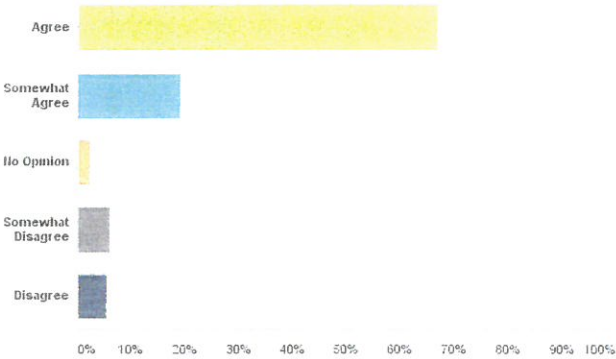
ered: 1,016 Skipped: 4



ed by SurveyMonkey

: I believe the digital device extends my students' learning opportunities.

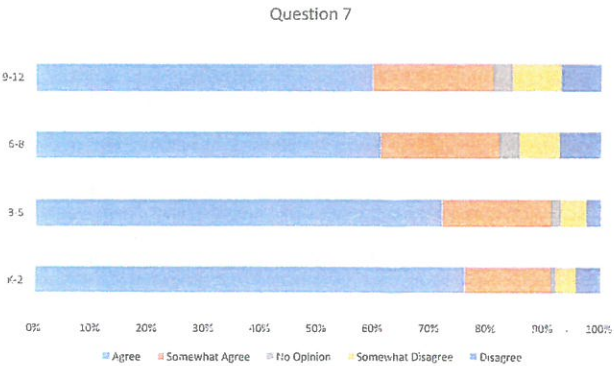
ered: 1,020 Skipped: 0



ad by SurveyMonkey

: I believe the digital device extends my students' learning opportunities.

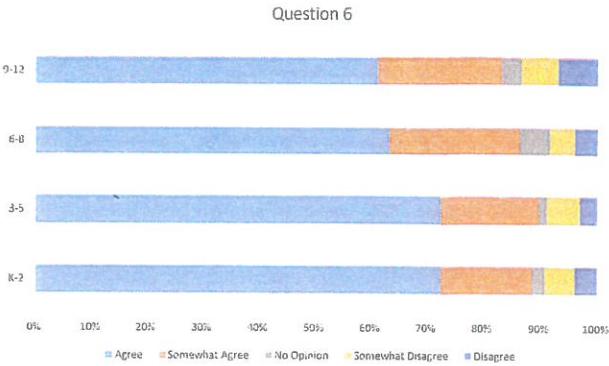
ered: 1,020 Skipped: 0



ad by SurveyMonkey

i: I believe technology is important in my instructional delivery.

ered: 1,018 Skipped: 2



id by SurveyMonkey

i: I believe technology is important in my instructional delivery.

ered: 1,018 Skipped: 2

Answer Choices	Responses	
Agree	66.80%	660
Somewhat Agree	19.94%	203
No Opinion	3.05%	31
Somewhat Disagree	5.60%	57
Disagree	4.62%	47
Total		1,018

ad by SurveyMonkey

78

Total Responses

Date Created: Friday, February 17, 2017

Complete Responses: 78

ed by SurveyMonkey

: I believe the digital device extends my students' learning opportunities.

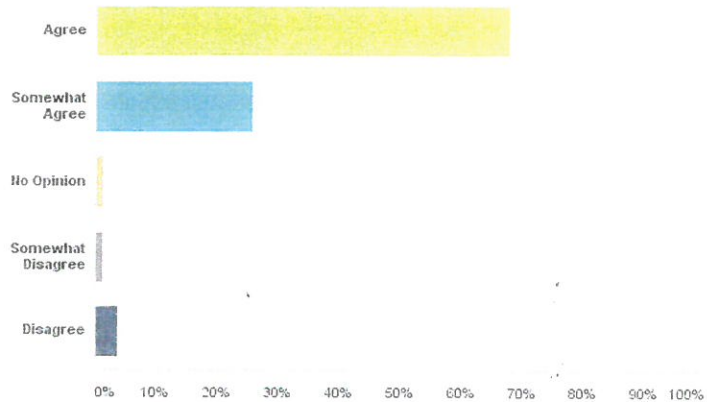
red: 1,020 Skipped: 0

Answer Choices	Responses	
Agree	67.06%	684
Somewhat Agree	19.22%	196
No Opinion	2.35%	24
Somewhat Disagree	5.98%	61
Disagree	5.39%	55
Total		1,020

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: I believe that having a technology rich district helps recruit companies and/or individuals.

red: 78 Skipped: 0



ed by SurveyMonkey

Digital Conversion Survey 2017 (Business)

Wednesday, February 22, 2017

ed by SurveyMonkey

Powered by SurveyMonkey

WHY?

- Change Our Trajectory
- Extend Learning Opportunities for Students
- Encourage Our Students To Collaborate And Connect
- Provide Our Teachers With Tools To Personalize Learning

: I believe that having a technology rich district helps recruit companies and/or individuals.

ered: 78 Skipped: 0

Answer Choices

Responses

Agree	67.95%	53
Somewhat Agree	25.64%	20
No Opinion	1.28%	1
Somewhat Disagree	1.28%	1
Disagree	3.85%	3
Total		78

ed by SurveyMonkey



CLOSING THOUGHTS

**INSTALLMENT PURCHASE
AGREEMENT**

This Installment Purchase Agreement is made this 15th day of April, 2017 ("Agreement") by and between Apple, Inc., a duly organized corporation in good standing in the State of California, with the authority to enter into this transaction with a local school system located in North Carolina and with its principal office at 1 Infinite Loop, Cupertino California 95014-2084 ("Seller"), and The Rowan-Salisbury Board Of Education ("Buyer"), with its principal office at 500 North Main Street, Salisbury, NC 28144-3407.

RECITALS

WHEREAS, Buyer has the power, pursuant to Section 115C-528 of the General Statutes of North Carolina to purchase and finance the purchase of computers and other items and to grant a security interest in such items to secure payment as set forth in the statute;

WHEREAS, in order to finance the purchase(s) contemplated herein, the Buyer has determined that it is in the best interests of the Buyer to enter into this Agreement with the Seller under which the Seller will accept Installment Payments (as such term is defined herein) from the Buyer in consideration thereof;

WHEREAS, the obligation of the Buyer to make Installment Payments under this Agreement shall constitute a limited obligation of the Buyer, payable solely from then currently budgeted appropriations of the Buyer, and shall not constitute a direct or indirect pledge of the faith and credit or taxing power, if any, direct or indirect, of the Buyer within the meaning of the Constitution of the State of North Carolina;

WHEREAS, the execution, delivery and performance of this Agreement have been authorized, approved and directed by the Buyer; and

WHEREAS, the execution, delivery, and performance of this Agreement by Seller has been authorized, approved and directed by all necessary and appropriate action of the Seller;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. **SELLER'S OBLIGATION.** Buyer represents that Buyer may purchase specified items in installments pursuant to N.C. Gen. Stat. 115C-528(c). Seller shall provide funds for Buyer's purchase of the personal property ("Equipment") and services/software ("Software") (collectively hereinafter referred to as the "System") identified in the attached Schedule ("Schedule") and shall deliver the System to Buyer on or before the dates and times specified in the Schedule. Buyer hereby represents and warrants that the System and the manufacturer or vendor of the System have been selected by Buyer in compliance with all applicable laws, codes, ordinances, regulations, and policies, including but not limited to, any solicitation of competitive pricing and/or bidding requirements, if applicable, governing

Buyer's acquisition, use, and/or financing of equipment or software license fees. Buyer further represents and warrants that Seller shall have no responsibility in connection with the selection of the Equipment or the Software, its suitability for the use intended by Buyer (except as may be provided in any applicable written warranties), or Buyer's compliance or non-compliance with competitive pricing and/or bidding requirements to the extent allowed by law.

2. TERM. The term of this Agreement shall commence on the date this Agreement is executed by Seller and Buyer and shall continue for the period of time set forth in the Schedule and according to the terms described in Section 3 of this Agreement or until otherwise terminated as provided herein.

3. BUYER'S INSTALLMENT PAYMENTS. Acceptance of the System shall occur immediately upon delivery of the System. When Buyer receives the System, Buyer agrees to inspect it and to verify in writing such information as Seller may require in the Acceptance Certificate attached to this Agreement as Exhibit B. Seller shall be responsible for any and all delivery and installation costs. After such acceptance, Buyer agrees to pay Seller the Installment Payments consisting of principal and interest (plus applicable taxes) in the amount and frequency stated on the Schedule (the "Installment Payments"). Seller shall provide a single invoice for each payment shown on the Payment Schedule. However, the Installment Payments are due as scheduled whether or not Buyer receives an invoice from Seller. Restrictive endorsements on checks Buyer sends to Seller will not reduce Buyer's obligations to Seller. **Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Installment Payments.** In addition, Buyer agrees that its primary business official will use his or her best efforts to obtain and maintain funds from which such payments under this Agreement may be made. Installment Payments shall be made to the Seller at the address set forth in Section 19 below or as otherwise directed in writing by Seller.

4. UNCONDITIONAL OBLIGATION. UPON ACCEPTANCE OF THE SYSTEM, AND EXCEPT IN THE EVENT OF A DEFAULT BY SELLER PRIOR TO SELLER'S FULFILLMENT OF ITS OBLIGATIONS UNDER SECTION 1 AND THE SUBSEQUENT EXERCISE BY BUYER OF THE REMEDIES DESCRIBED IN SECTION 18 OR EXCEPT AS PROVIDED IN SECTION 27, "NON-APPROPRIATION OF FUNDS," BUYER AGREES THAT BUYER IS UNCONDITIONALLY OBLIGATED TO PAY ALL INSTALLMENT PAYMENTS AND ANY OTHER AMOUNTS DUE UNDER THE SCHEDULE FOR THE FULL TERM EVEN IF THE SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE, OR IF BUYER HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 18 OF THIS AGREEMENT, BUYER IS NOT ENTITLED TO REDUCE OR SET-OFF AGAINST INSTALLMENT PAYMENTS OR OTHER AMOUNTS DUE UNDER THE SCHEDULE FOR ANY REASON WHATSOEVER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO RESTRICT BUYER'S RIGHTS OR REMEDIES UNDER ANY APPLICABLE WRITTEN WARRANTIES.

5. DISCLAIMER OF WARRANTIES. THE SYSTEM IS BEING SOLD TO BUYER IN AS-IS CONDITION (which is the condition of the System at the time of acceptance). BUYER AGREES THAT BUYER HAS SELECTED THE SYSTEM BASED UPON BUYER'S OWN JUDGMENT. EXCEPT AS PROVIDED IN SELLER'S SEPARATE WRITTEN PRODUCT WARRANTY, SELLER HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. That part of the Equipment manufactured or assembled by Seller is referred to herein as the "Seller Equipment". Buyer is aware that Seller manufactured and/or assembled the Seller Equipment and will contact Seller for a description of Buyer's warranty rights with respect to Seller Equipment. Buyer agrees that any claims by Buyer under any applicable written product warranties shall be brought against Seller or the issuer of the applicable written warranties and not against any assignee of Seller's rights under this Agreement. Buyer agrees to continue to pay all Installment Payments even if Buyer has a dispute with Seller regarding the quality or performance of the Seller Equipment, except that Buyer shall be under no obligation to make any Installment Payments until the System has been delivered to and accepted by Buyer. Nothing in this Agreement or in the attached Schedule shall relieve Apple Inc. of any obligations which Apple Inc. may have as the manufacturer or the distributor of the Seller Equipment including, without limitation, the obligations outlined in any express product warranty from Apple Inc. (the "Product Warranty"). Buyer acknowledges and agrees that the Product Warranty is a separate agreement between Buyer and Apple Inc. and not a part of this Agreement. Buyer is also aware of the name of the manufacturer of Equipment not manufactured or assembled by Seller, if applicable (the "Other Equipment") and the name of the Software licensor. Buyer agrees to contact the manufacturer of the Other Equipment or the licensor of the Software for a description of Buyer's warranty rights and to enforce any warranty rights directly against the manufacturer of the Other Equipment or the licensor of the Software, as the case may be. Buyer agrees to settle any disputes Buyer may have regarding performance of the Other Equipment or the Software directly with the manufacturer of the Other Equipment or the licensor of the Software, as the case may be, and not make any claim against the Installment Payments due Seller or any assignee of Seller's rights under this Agreement. Buyer agree to continue to pay all Installment Payments and other sums which may be due and payable even if Buyer has a dispute with any manufacturer of the Equipment or the licensor of the Software, including, without limitation, such manufacturer's or licensor's bankruptcy, except in the event of a Default by Seller and the exercise by Buyer of its rights and remedies under Section 18 of this Agreement.

6. CLAIMS. Buyer hereby acknowledges and agrees that Seller is not responsible (except for Seller's obligations as outlined in the Product Warranty, as manufacturer and/or assembler of Seller Equipment, or to the extent caused by Seller's intentional or negligent acts or omissions, or except as expressly provided in Section 18 of this Agreement) for any injuries, damages, penalties, claims or losses, including reasonable legal expenses, incurred by Buyer caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System (collectively "Damages").

7. TITLE/OWNERSHIP OF PURCHASED ITEMS. Title and ownership of the System shall be in the Buyer from and after delivery of, the receipt and acceptance of the System so long as Buyer shall not be in default hereunder, subject to the anticipated security interest of the Seller. The Buyer shall be entitled to quiet enjoyment of the System at all times pursuant to this Agreement so long as Buyer shall not be in default hereunder. Title and ownership of the System shall vest fully and permanently in Buyer upon payment of the final Installment Payment as set forth in the Schedule, and all late fees and applicable sales and use taxes, if any, due hereunder, free and clear of any lien or security interest of the Seller. Additionally, upon Prepayment as described in Section 21, the Seller shall release and cancel any lien or security interest it may have in the System.

8. LATE CHARGES. If any Installment Payment is not received within ten (10)

business days of its due date, Seller may charge Buyer a late charge to cover Seller's collection costs equal to the higher of 1% per month of any late payment or \$22, but not more than the highest legal rate. All payments due and payable under this Agreement shall be due and payable whether or not Buyer has received any notice that such payment is due.

9. SECURITY INTEREST. To secure all of Buyer's obligations to Seller under this Agreement Buyer hereby grants Seller a first priority purchase money security interest in (a) the Equipment, including any replacements, substitutions, attachments, additions, proceeds, and accessories, (b) any money or property from the sale of the Equipment, (c) any money from a property insurance claim if the Equipment is lost or damaged, (d) Buyer's rights under each agreement for the licensing of software, and (e) the System. Seller shall be solely responsible for perfecting its security interest, and Buyer authorizes Seller to file any financing statement it requires to perfect its interests in the System and this Agreement.

10. MAINTENANCE. Buyer will not move the System from the Equipment Location set forth in the Schedule without Seller's advance written consent except that any System that has been designed by nature to be a movable piece of technology (such as laptop computers) may be moved within the continental United States without a written consent from the Seller. In order to facilitate the use of the Equipment by students and/or faculty members of Buyer's organization ("Authorized Users") while on premises other than those belonging to Buyer, Buyer acknowledges and agrees that: (a) Buyer shall use due care to ensure that the System is not (i) used for any illegal activity or private business purposes, or (ii) used by anyone other than Authorized Users; (b) Buyer shall not (i) sub-lease, rent or sell any System (in whole or in part) to any Authorized User, and (c) Buyer (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with Section 12 herein, (ii) payment of any applicable property taxes on the System, and (iii) return of the System to Seller in the event of Buyer's default or non-appropriation as herein provided. Buyer will give Seller reasonable access to the Equipment Location so that Seller can check the System's existence, condition and proper maintenance. Buyer will use the System in the manner for which it was intended, as required by all applicable manuals and instructions. At Buyer's own cost and expense, subject to any applicable written warranties, Buyer will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Buyer will not make any permanent alterations to the Equipment that will result in a substantial decrease in the market value of the Equipment during the term of this Agreement.

11. LOSS OR DAMAGE. As between Buyer and Seller, Buyer is responsible for any loss of or Damages to the System from any cause at all, whether or not insured, from the time the System is delivered to Buyer until it is returned to Seller, except to the extent that the loss of or Damages to the System are attributable to Seller's intentional or negligent acts or omissions. If any item of the Equipment is lost, stolen or damaged ("Damaged Equipment") Buyer will notify Seller in writing within fifteen (15) days of such event. Within fifteen (15) days after the date Buyer has notified Seller of such event, at Buyer's option, Buyer will either: (a) repair the Damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, while continuing to pay the Installment Payments on a current basis; or (b) while continuing to pay the Installment Payments on a current basis replace the Damaged Equipment at Buyer's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Seller's approval, whereupon such replacement equipment shall be substituted in the Schedule by appropriate endorsement or amendment; or (c) pay Seller an amount equal to all amounts which may be then due and payable by Buyer to Seller under this Agreement, plus the

present value of all Installment Payments remaining through the end of the Term as stated in an amortization schedule attached to the Schedule (the "Purchase Price after scheduled payment(s)") as it relates to the Damaged Equipment and continue the Agreement for the non-Damaged Equipment with Installment Payments equivalent to the total original cost of the non-Damaged Equipment divided by the cost of the System multiplied by the total amount of all Installment Payments. Provided Buyer is not in default or an event of non-appropriation has not occurred under this Agreement, Seller will forward to Buyer any insurance proceeds which Seller receives for Damaged Equipment for Buyer's use to solely repair or replace the Damaged Equipment. If Buyer is in default, Seller will apply any insurance proceeds Seller receives to reduce Buyer's obligations under Section 17 of this Agreement.

12 INSURANCE. Buyer agrees to keep the System fully insured against loss, naming Seller and Seller's assigns as loss payee under any commercial property insurance or self-insurance plan Buyer may have insuring the System against loss, until Buyer has met all of Buyer's obligations under this Agreement. Seller is under no duty to tell Buyer if Buyer's insurance coverage is adequate. Buyer shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the System as is customarily maintained by owners of property similar to the System and all such liability insurance shall include Lessor as an "additional insured." The policies shall state that Seller is to be notified of any proposed cancellation at least thirty (30) days prior to the date set for cancellation. Buyer agrees to provide Seller with certificates or other evidence of insurance acceptable to Seller. If Buyer does not provide Seller with evidence of proper insurance within thirty (30) days of Seller's request or Seller receives notice of policy cancellation, Seller may (but Seller is not obligated to) obtain insurance on Seller's interest in the System in an amount sufficient to cover the value of the System at Buyer's sole expense. Buyer will pay all insurance premiums and related charges. Buyer may request to provide self-insurance on Seller's interest in the System. Approval of such self-insurance shall be subject to such terms and conditions as may be required by Seller in its sole discretion.

13 REPRESENTATIONS OF PARTIES. Buyer and Seller represent and warrant as to their status that (a) this Agreement has been duly authorized, executed and delivered by Buyer and Seller, as the case may be, and (b) each signatory of this Agreement has the authority to bind the Buyer and Seller to such Agreement, as the case may be.

14. BUYER REPRESENTATIONS AND WARRANTIES. Buyer hereby represents and warrants to Seller that as of the effective date of this Agreement: (a) Buyer is a body corporate of the State of North Carolina with the authority to hold school property and to purchase and hold real and personal property pursuant to Chapter 115C of the North Carolina General Statutes; (b) Buyer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body to enter into this Agreement; (c) Buyer is a political subdivision of the state of North Carolina pursuant to Section 103-1(b) of the IRS Code with condemnation authority pursuant to N.C. Gen. Stat. § 115C-517, and Chapter 40A of the General Statutes; (d) Buyer is authorized to enter into and carry out Buyer's obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Buyer in accordance with all applicable laws, codes, ordinances, regulations, and policies; (f) any person signing the Documents has the authority to do so, is acting with the authorization of Buyer's governing body, and holds the offices indicated below his or her signature, which is genuine; (g) the System is essential to the performance of a governmental or proprietary function by Buyer within the scope of Buyer's authority and shall be used during the term of this Agreement only by Buyer and only to perform such function; (h) Buyer intends to use and own the System for the entire term of this Agreement and shall take all

necessary action, in accordance with Section 27, to include in Buyer's annual budget any funds required to fulfill Buyer's obligations for each fiscal year during the term of this Agreement; (i) Buyer has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with the acquisition of the System; (j) Buyer's obligations to remit Installment Payments under this Agreement does not constitute a direct or indirect pledge of the faith and credit or taxing power, if any, direct or indirect, of the Buyer within the meaning of the Constitution of the State of North Carolina (k) all payments due and to become due during Buyer's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the purchase of the System; (l) Buyer shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Installment Payments payment to become includible in Seller's gross income for Federal income taxation purposes under the Internal Revenue Code; (m) Buyer shall comply, to the extent applicable, with the information reporting requirements of Section 149(e) of the Internal Revenue Code (such compliance shall include, but not be limited to, the execution of Forms 8038-G or 8038-GC information returns as appropriate); and (n) all financial information Buyer has provided to Seller is true and accurate and provides a fair representation of Buyer's financial condition.

15. BUYER DEFAULT. Buyer shall be in default under this Installment Purchase Agreement upon the happening of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Seller in writing: (a) Buyer fails to pay any Installment Payment within ten (10) days after written notice from Seller to Buyer to that such Installment Payment is past due, or (b) Buyer fails to perform or observe any other express promise or obligation in this Agreement and does not correct the default within ten (10) days after Seller sends Buyer written notice of default, or (c) any representation or warranty Buyer has made in the Agreement shall prove to have been false or misleading in any material respect when made or furnished, or (d) the System or any part of it is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 11, or (e) a petition is filed by or against Buyer under any bankruptcy or insolvency laws.

16. SELLER DEFAULT. Seller shall be in default under this Installment Purchase Agreement upon the happening of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Buyer in writing: (a) Seller fails to perform or observe any express promise or obligation in this Agreement and does not correct the default within ten (10) days after Buyer sends Seller written notice of default, or (b) any representation or warranty Seller has made in the Agreement (but not including the Product Warranty, the sole remedies for which are described in such warranty) proves to have been false in any material respect when made or furnished.

17. SELLER'S REMEDIES. Upon the occurrence of an Event of Default by Buyer, Seller may, in its discretion after reasonable written notice to Buyer of its intentions, in addition to its rights under Section 28 of this Agreement, proceed by appropriate court action or upon written consent from Buyer to personally, or by its agents, take possession from Buyer of any or all parts of the System wherever found and for this purpose enter upon Buyer's premises at a reasonable time upon reasonable notice where any part of the System is located and remove such part of the System free from all claims of any nature whatsoever by Buyer, and the parties rights and obligations under this Agreement shall be terminated. In the event of any such repossession, Buyer shall execute and deliver such documents as may reasonably be required to transfer title to the System under the Agreement to Seller. Upon Buyer's default, Buyer shall pay reasonable costs associated with Seller's exercise of its repossession remedy; however, in no event shall Buyer pay attorneys' fees. Exercise of this repossession remedy

by the Seller immediately terminates this Agreement; however the remedies set forth in this Section 17 shall continue. Upon repossession, if the System under this Agreement was damaged at the time of repossession due to the fault of the Buyer such that it is not in the condition required under Section 10 of this Agreement, Buyer agrees, at its option, to: (a) repair and restore such System to a useable condition (reasonable wear and tear excepted) within thirty (30) days of repossession, Buyer acknowledges that it shall be responsible for all costs and expenses related to Seller's shipment of the Equipment in connection with this option or (b) pay to Seller the reasonable costs of such repair within thirty (30) days of repossession. If Seller exercises this repossession remedy upon Buyer's default, Seller shall sell the System by any lawful means intended to obtain fair market value for the System, including the North Carolina Uniform Commercial Code, and may declare due and payable any amounts then due and payable under this Agreement and all payments under this Agreement remaining unpaid and appropriated through the end of the Buyer's then-current appropriations period. Any proceeds from the sale of the System in excess of the sum required to (i) prepay Schedule pursuant to Section 21, (ii) pay any other amounts then due under the Schedule, and (iii) pay Seller's costs and expenses associated with the disposition of the System, shall be paid to Buyer or such other creditor of Buyer as may be entitled thereto, and further provided that no deficiency shall be allowed against Buyer. Seller shall provide to Buyer documentation satisfactory to Buyer demonstrating the reasonableness of all costs or expenses it asserts that it incurred in the sale of the System. In the event that the repossession remedy described above is rendered impossible due solely to the conduct of the Buyer, the Seller may exercise any or all other remedies available to a secured party under the applicable Uniform Commercial Code. If Seller exercises its right to repossess the System as described herein, Seller also has the right to require Buyer to remove all proprietary data from the System, holding Seller and any subsequent owner described in Section 25 or their assigns harmless if Buyer fails to do so. Notwithstanding anything contained in this Section or Section 15 above, if Seller has assigned its rights in this Agreement, Seller shall not have the right to exercise the remedies stated herein, and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of Seller's assign.

18. BUYER'S REMEDIES. Upon the occurrence of an Event of Default by Seller, Buyer may, after reasonable written notice to Seller of its intentions, terminate this Agreement, extinguish any further obligations to make Installment Payments hereunder, seek reimbursement or refund of any Installment Payments made, and/or pursue any other claims to which it may be entitled at law or equity. No right or remedy herein conferred upon or reserved to Buyer is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Notwithstanding the foregoing, and consistent with Section 4, "UNCONDITIONAL OBLIGATION," Buyer shall not be entitled to terminate this Agreement, extinguish any further obligations to make Installment Payments hereunder, or seek reimbursement or refund of any Installment Payments made, once Seller has satisfied all of its obligations pursuant to Section 1 of this Agreement as evidenced by Buyer's execution of a Final Acceptance Certificate. Once Buyer has accepted the System and Seller has satisfied all of its obligations under Section 1 of this Agreement, Buyer's sole remedy for any dissatisfaction with the System shall be to pursue any available claims against the manufacturer of the System for breach of any applicable written warranty.

19. COMPLIANCE WITH LAW. All provisions of this Agreement shall be construed so as to conform with North Carolina law, including but not limited to the provisions of North Carolina General Statute Section 115C-528 and other statutory provisions referred to therein. The requirements of N.C. Gen. Stat. §115C-528 are incorporated by reference into this

Agreement and, to the extent of any conflict between this section of this Agreement and any other provision of this Agreement, this section shall take priority.

20. TAX TREATMENT. The Buyer shall cooperate with Seller's reasonable efforts to exclude interest payable under this Agreement from gross income for federal income tax purposes under Section 103 of the Code, and Buyer shall not change its use or sell the equipment identified on the Schedule during the term of this Agreement, except in accordance with the terms of this Agreement. Buyer agrees to cooperate with Seller to execute, upon Seller's request, a tax certificate relating to this Agreement that is acceptable to Seller and Buyer in form and content, if such a certificate is provided to the Buyer by the Seller.

21. PREPAYMENT. Provided Buyer is not in default, Buyer will have the option and right, upon providing Seller with thirty (30) days prior written notice, to prepay in whole only its obligation under this Agreement without any prepayment penalty for the Purchase Price amount specified in the Lease Payment Schedule. Upon Buyer's exercise of its right of prepayment or satisfaction of its monetary obligations hereunder, Seller will release any security interest in the System.

22. WAIVER AND SURVIVAL OF RIGHTS. No failure or delay by Seller or Buyer in exercising any right, power or remedy under this Agreement shall constitute a waiver, and any waiver by Seller or Buyer on any one occasion or for any one purpose shall not be construed a waiver on any future occasion or for any other purpose.

23. MISCELLANEOUS. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina. All notices to be given hereunder shall be in writing and shall become effective when delivered and received by the intended recipient, or if mailed, when received via certified mail, addressed to such other party at the address set forth herein or at such other address as such party shall from time to time designate in writing:

If correspondence to the Seller or Assignee:
CSI Leasing, Inc.
216 W. Jackson Blvd., Suite 200A
Chicago, IL 60606
Attn: Underwriting

If to the Buyer:
Dr. Lynn Moody
Superintendent
Rowan-Salisbury School System
500 North Main Street
Salisbury, NC 28144-3407

If the date for making payment, or the last date for performance of any act or the exercising of any right is not a business day, such payment may be made or act performed or right exercised on the next succeeding business day, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date. This Agreement constitutes the complete agreement of the parties and supersedes all prior oral or written understandings. Headings of this Agreement and each Exhibit are for convenience only. No terms or provision hereof may be amended, waived, discharged, or terminated except by a written instrument signed by the parties hereto.

24. TAXES. Buyer shall timely pay all taxes assessed against Buyer that arise out of or are due to Buyer's ownership and title to the System so long as Buyer is in possession of the System and retains title to it. Buyer agrees to file any required personal property tax returns and, if Seller asks, Buyer will provide Seller with proof of payment. Seller does not have to contest any tax assessments.

25. ASSIGNMENT. Buyer will not attach any of the Equipment to any real estate except to the extent that such attachment is necessary for the normal use of the Equipment. Buyer warrants that it holds title to the real property upon which the Equipment will be installed, except with respect to any moveable Equipment such as laptop computers. Seller may, without notifying Buyer, sell, assign, or transfer Seller's rights, but none of its obligations, under this Agreement and its interests in the System. Buyer agrees that if Seller does so, Seller's assignee (and any subsequent assignees) will have the same rights and benefits that Seller now has, but will not have to perform any of Seller's obligations. Buyer agrees that the rights of Seller's assignees will not be subject to any claims, defenses, or set-offs that Buyer may have against Seller, the System, or the manufacturer or licensor of the Other Equipment or Software. However, any such assignment, will not relieve Seller of any obligations Seller may have to Buyer. If Buyer is given notice of any assignment by Seller, Buyer agrees, if so directed by Seller in writing, to pay Seller's assignee all Installment Payments due under this Agreement. Seller will maintain a record of all assignments in a form sufficient to comply with the book entry requirements of Section 149(a) of the Internal Revenue Code and the regulations prescribed thereunder from time to time. Buyer consents to Seller maintaining such registration record as record owner of the Agreement. The parties understand and agree that Seller intends to assign its rights, title, and interests, in the Agreement to CSI Leasing, Inc., a Delaware corporation, with an office at 216 W. Jackson Blvd., Suite 200A, Chicago, IL 60606.

26. GOVERNING LAW. This Agreement shall be governed by the law of the State of North Carolina. Seller and Buyer agree that North Carolina shall be the venue for any litigation arising out of this Agreement.

27. NON-APPROPRIATION OF FUNDS. Buyer intends to remit all Installment Payments and other payments to Seller for the full term of this Agreement if funds are legally available. The person in charge of preparing Buyer's budget will include in each of Buyer's fiscal budgets a request for the Installment Payments to become due in such fiscal period; provided that failure to do so shall not be an event of default. Seller acknowledges that appropriation of moneys for Installment Payments is a governmental function which Buyer cannot contractually commit itself in advance to perform and this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on Buyer's tax or general revenues. In the event Buyer is not granted an appropriation of funds at any time during the term for the System, Buyer shall have the right to return the System under the Agreement in accordance with Section 28 at the end of the fiscal period for which funds have been appropriated and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer, except as to the portion of Installment Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Buyer's fiscal year, Buyer's chief executive officer (or legal counsel) shall certify in writing that funds have not been appropriated for the upcoming fiscal period; provided that failure to provide such notice shall not be an event of default.

28. RETURN OF SYSTEM. If (a) Buyer defaults or (b) a non-appropriation of funds

occurs in accordance with Section 27, at Buyer's sole cost Buyer will immediately return the System (including all copies of the Software free of any proprietary data), manuals, and accessories to any location in the continental United States and aboard any carrier Seller may reasonably designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 10, and in "Average Saleable Condition." "Average Saleable Condition" means the System is immediately available for use by a third party buyer, user or lessee, other than Buyer, without the need for any repair or refurbishment. All Equipment must be free of markings other than those placed at Seller's request. Buyer will pay Seller for any missing or defective parts or accessories, except to the extent those parts or accessories may be missing or defective because of Seller's intentional or negligent acts or omissions. Buyer will continue to pay Installment Payments until the System is accepted by Seller. Seller's acceptance of the System shall occur fifteen (15) days after delivery unless Seller rejects the Equipment for good cause within such fifteen (15) day period.

29. MISCELLANEOUS. If a court finds any provision of this Agreement or its attachments to be unenforceable, the remaining terms of the Agreement shall remain in effect. Buyer authorizes Seller or Seller's agent to (a) obtain credit reports, (b) make such other credit inquiries as Seller may deem necessary, and (c) furnish payment history information to credit reporting agencies. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

30. ATTACHMENTS TO AGREEMENT. The following exhibits are attached to this Agreement:

- (A) Schedule
- (B) Acceptance Certificate
- (C) Incumbency Certificate
- (D) Bank Qualified Designation
- (E) Installment Payment Instructions
- (F) Insurance Coverage Requirements
- (G) Form 8038-G
- (H) Credit Application and Essential Use Certificate
- (I) Notice of Assignment
- (J) Opinion of counsel

31. CONDITION PRECEDENT. The parties agree that this Agreement shall be effective and binding only on the condition that the Rowan County Board of Commissioners approves this Agreement in order to comply with the requirements of N.C. Gen. Stat. § 115C-441(c1). In the event the Rowan County Board of Commissioners does not approve this Agreement, the parties agree that this Agreement shall be null and void and not binding on any person or entity, and all parties shall retain any claims and defenses that would otherwise be available to them. Lessee represents and warrants that the approval of the Local Government Commission pursuant to N.C. Gen. Stat. § 159-149 is not required for this Agreement. If required, such approval has been obtained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

APPLE INC., as Seller

By: X

Name: _____

Title: _____

Date: _____

THE ROWAN-SALISBURY BOARD OF EDUCATION, as Buyer

By: X

Name: Dr. Lynn Moody

Title: Superintendent

Date: _____

ATTEST:

Secretary/Assistant Secretary

[Corporate Seal]

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

(date)

(signature of Finance Officer)

Federal Tax ID #: 56-6001834

March 13, 2017

**Randy J. Cress, CIO
Rowan County Information Systems
Office: 704-216-8114**

Summary of Rowan-Salisbury School System (RSSS) Apple Lease for 2017-2020

I have independently reviewed the Apple/RSSS Installment Purchase Agreement, supporting Exhibits documentation and watched the prior RSSS Board meetings online to understand the scope of the program from a technology perspective. To answer additional questions, I reached out to Andrew Smith of RSSS to meet prior to 3/14/2017. RSSS staff was very accommodating and I was able to attend their Monday morning (3/13) Technology Committee that included: Dr. Lynn Moody, Dr. Julie Morrow, Candace Salmon-Hosey, and Andrew Smith.

Lease Terms:

The lease term is based on (3) years that matches with the maximum term AppleCare Warranty plan to keep all devices under warranty during lease lifetime. The proposed lease does carry a \$1 per device buyout that allows RSSS to keep or sell back all of the 23,390 devices. The lease length of 3 years is aggressive for regular office work, however these devices are in an environment with K-12 students and are used throughout the day and night. For comparison, Rowan County Government uses a 5 year rotation for standard laptops and only a 4 year lifecycle for ruggedized laptops used by field workers in Public Safety that are moved in and out of ambulances.

My cost analysis calculations for Exhibit 1 show very minor prices differences totaling \$9.65 in favor of RSSS for the full \$14.6M lease. RSSS has been in touch with Apple since our meeting to review the rounding and will adjust accordingly.

Pricing Analysis:

Pricing analysis has been documented in the attached excel spreadsheet and uses pricing from published Apple Educational Price Lists, JAMF Educational Pricing and the Retailer, Best Buy.

RSSS has negotiated an exceptional rate below the published Apple Educational Rate, saving \$2,958,770 over the current published list for the Apple Hardware, AppleCare and JAMF MDM software. This heavy discounting is based on months of negotiation between RSSS staff and Apple to reach a price that would allow for the total replacement of all Apple devices under the new lease which accounts for an additional 4,000 pieces of hardware. This was achieved and based on the preliminary buy-back costs of at least \$3,000,000. This will place their upcoming proposed 3 year lease costs lower than the past 3 year payments. It should be noted that the rates for RSSS have been negotiated lower than New York City Department of Education which carries a total contract value of \$105,000,000 over 3 years.
(http://www.managedservices.nycenet.edu/pdf/nycdoe_applepricelist.pdf)

Looking forward, it would be difficult to anticipate the cost differences when moving into the 7th-9th years of the lease program, but there would be a chance of increased costs if the negotiated discounted rates were not achieved in 2020. At an estimated modest 25% valuation of purchase cost in Q2 2017, this would provide \$2.9 million toward a down payment into a new lease program 3 years from now if that were pursued.

Notable Items:

One area of concern was the hardware list that included the MacBook Air 11" and Air 13" devices. The MacBook Air 11" is no longer sold in retail stores as of the October 2016 release of the MacBook Pro. This finding was discussed with the Technology Committee and they have followed up with their Apple representative to assure that the 11" model continues to be produced for the educational market.

Staying with the MacBook Air devices will allow for RSSS to continue using their existing hardware accessories designed for the Air product line as all new MacBook and MacBook Pro products have moved to USB-C. This had been reviewed by RSSS staff and they are aware of the disruption this would cause for teacher and student training and productivity.

While it is difficult to say if Apple will discontinue the product line for MacBook Air devices, there is a strong evidence to suggest that the MacBook and MacBook Pro lines will become the dominant product lines. The lowest cost MacBook shipping is 12" and has an education price of \$1,249.

Conclusion:

RSSS Staff have performed due diligence and fiscal responsibility to achieve the aggressive pricing for the continuation of the 1:1 Apple Lease Program. They are using market timings to capitalize on the buy-back valuation of existing equipment while receiving the lowest costs for new hardware, software and professional services to implement a holistic solution for all teachers and students in the RSSS program.

SKU	Description	Pack Qty	Qty	Price	Calculated	Exhibit 1	Cost Differences	HW Device Qty	Per Unit Cost	EDU Price List	EDU Discount	EDU Savings	Best Buy	Retail Discount	Retail Savings
Apple MacBook Air Laptops															
BL3U2LL/A	BNDL MacBook Air 11.6/1.6GHZ/4GB/128GB Flash-5PK	5	1328	\$3,495.06	\$4,641,439.68	\$4,641,444.99	-\$5.31	6640	\$699.01	\$829.00	18.6%	\$863,120.32	\$899.99	28.8%	\$1,334,493.92
BLZU2LL/A	BNDL MacBook Air 13.3/1.6GHZ/8GB/256GB Flash-5PK	5	340	\$4,995.26	\$1,698,388.40	\$1,698,388.57	-\$0.17	1700	\$999.05	\$1,129.00	13.0%	\$220,911.60	\$1,099.99	10.1%	\$171,594.60
S3059LL/A	3-YR ARA FOR MB/MB AIR/13IN MB PRO-USA	1	8340	\$104.00	\$867,360.00	\$867,376.68	-\$16.68		\$104.00	\$183.00	76.0%	\$658,860.00	\$249.00	139.4%	\$1,209,300.00
HH442LL/A	Casper Suite 9.x for Mac OS X Cloud Hosted (Education) with 3 Year Subscrip	1	8340	\$25.37	\$211,585.80	\$211,588.62	-\$2.82		\$25.37	\$30.38	19.7%	\$41,783.40	N/A	N/A	
D6156LL/A	APS CUSTOM SETUP INT SVCS-USA	1	8340	\$3.85	\$32,109.00	\$32,109.00	\$0.00		\$3.85	N/A	N/A	N/A	N/A	N/A	
					\$7,450,882.88	\$7,450,907.86	-\$24.98	8340							
Apple iPad Tablets															
BM7F2LL/A	iPad Air 2 Wi-Fi 32GB - Space Gray (10-pack)	10	1505	\$3,490.17	\$5,252,705.85	\$5,252,702.84	\$3.01	15050	\$349.02	\$374.00	7.2%	\$375,994.15	\$399.99	14.6%	\$767,143.65
S5193LL/A	3-Year AppleCare+ for iPad	1	15050	\$48.98	\$737,149.00	\$737,078.26	\$70.74		\$48.98	\$99.00	102.1%	\$752,801.00	\$99.00	102.1%	\$752,801.00
HH4J2LL/A	Casper Suite 9.x for iOS Cloud Hosted (Education) with 3 Year Subscription 1	1	15050	\$13.19	\$198,509.50	\$198,510.10	-\$0.60		\$13.19	\$16.20	22.8%	\$45,300.50	N/A	N/A	
D6160LL/A	APS CUSTOM IPAD SETUP INT SVCS-USA	1	15050	\$4.36	\$65,618.00	\$65,675.19	-\$57.19		\$4.36	N/A	N/A		N/A	N/A	
					\$6,253,982.35	\$6,253,966.39	\$15.96	15050							
No Cost Professional Services															
D4696LL/A	APS 4 Consecutive Days Project Management Deployment Services		2	\$0.00	\$0.00	\$0.00	\$0.00								
D7066LL/A	APS PROJECT ENGINEERING SVCS FIXED-USA		1	\$0.00	\$0.00	\$0.00	\$0.00								
D5690ZM/A	AppleCare OS Support (one year) - Preferred		1	\$0.00	\$0.00	\$0.00	\$0.00								
					\$0.00	\$0.00	\$0.00								
Subtotals					\$13,704,865.23	\$13,704,874.25	-\$9.02								
North Carolina Sales and Use Tax Rate				7.00%	\$959,340.57	\$959,341.20	-\$0.63								
Grand Total					\$14,664,205.80	\$14,664,215.45	-\$9.65	23390		Savings over EDU	\$2,958,770.97	Savings over Retail	\$4,235,333.17		

SKU	Pricing References	
MJVM2LL/A	Apple - MacBook Air® (Latest Model) - 11.6" Display - Intel Core i5 - 4GB Memory - 128GB Flash Storage - Silver http://www.bestbuy.com/site/apple-macbook-air-latest-model-11-6-display-intel-core-i5-4gb-memory-128gb-flash-storage-silver/3827189.p?skuld=3827189 Note: Sold Out (End of Sale 10/2016)	
MMGG2LL/A	Apple - MacBook Air® (Latest Model) - 13.3" Display - Intel Core i5 - 8GB Memory - 256GB Flash Storage - Silver http://www.bestbuy.com/site/apple-macbook-air-latest-model-13-3-display-intel-core-i5-8gb-memory-256gb-flash-storage-silver/6444006.p?skuld=6444006# Note: Item is currently on sale for \$100 off - Regularly listed at \$1199.99	
MNV22LL/A	Apple - iPad Air 2 Wi-Fi 32GB - Space Gray http://www.bestbuy.com/site/apple-ipad-air-2-wi-fi-32gb-space-gray/5494200.p?skuld=5494200	
AppleCare	Note: AppleCare maximum term listed for educational is 3 years	
2/10/2017	Apple US Education Institution – Hardware and Software Price List http://images.apple.com/education/pricelists/pdfs/US_EDUCATION_INSTITUTION_Price_List_02_10_2017.pdf	
Q1 2016	JAMF - Apple Education Pricing Q1 2016 http://resources.jamf.com/documents/products/documentation/JAMF-Software-Education-Apple-Education-Pricing-Q1-2016-Q1-2016.pdf	
Notable	MacBook Air Product Line	Notes
	http://www.apple.com/macbook-air/specs/ https://buyersguide.macrumors.com/#MacBook_Air https://www.macobserver.com/news/product-news/apple-discontinues-11-inch-macbook-air/	Only offering 13" Macbook Air on Apple Store (Consumer Side) Esitimated product release schedules based on past dates MacBook Air Product Line and shift from MagSafe to USB-C

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: March 14, 2017
SUBJECT: Revisions to the Rowan County Pretrial Service Program

Attached is a redline recommendation based on conversations with stakeholders in the criminal justice system as recommended by the Pretrial Services Coordinator.

As I understand it this Program was implemented in 2000. Over the last 17 years the Program appears to have been successful and after review there are minor changes to the policy, largely in part to inflation and operational efficiency.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Redline Recommendations	3/14/2017	Cover Memo

**ROWAN COUNTY
PRETRIAL SERVICE PROGRAM**

PURPOSE

The primary purpose of the pretrial service program will be to reduce the overall population of the Rowan County Detention Center and maintain a reasonable population in the Center for the safety and well being of employees and detainees. After a period of seventy-two hours, only those detainees who have been determined by the judicial system as eligible for bonding conditions (original or revised) under the approved bond release standards as issued by the resident Superior Court Judge but not have been able to meet the specific bonding requirements will be considered for the services.

The program will:

- Assist in the pretrial release of those persons who have been arrested and provided conditions for bonding and release while awaiting trial by the magistrates, but have not been able to secure the necessary arrangements for bond, either from the lack of financial resourced and/or an acceptable reputable family member, friend or other person to ensure appearance for court;
- Focus primarily on misdemeanor offenses and “H” and “I” felonies, through these classifications will not guarantee automatic consideration and eligibility.
- Consider primarily detainees whose bonds are \$ 15,000 or less, but may consider other amounts if directed by the courts.
- Assist in the continuing review of persons arrested and placed in the Rowan County Detention Center whose bond amounts appear to be in excess of reasonable standards, thus diminishing the chances of their release from the Center prior to trial date.
- Assist in the identification of persons arrested whose charge(s) if convicted with prior criminal history taken under consideration will not result in any active term as a sentenced offender in the Department of Corrections or Rowan County Detention Center under Structured Sentencing.
- Assist in process of release of those arrested who present unusual or emergency medical conditions where it is felt that the Detention Center cannot adequately provide such services
- Assist in the process for the release of those arrested that present special family situations and requirements where it is felt that some form of pretrial services may stabilize and/or maintain an existing structure.
- Consider the use of special release agreement outlining certain stipulations of restrictions to be imposed (out lined in PTS FORM 105) including electronic monitoring units.

RESPONSIBILITIES

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- Routinely review the Detention Center population to determine those having been arrested and who remain in the Center to their failure or inability to obtain early release. Typically, the screener will consider those having been in the Detention Center for a minimum of 36 hours.
- Meet with the potentially eligible detainees to inquire about their interests in receiving assistance through the Rowan County Pretrial Services Program. If interested, an interview and application will be completed.
- Determine through contact with the detainee's relatives, friends, etc. whether a Guarantor's signature can be obtained. If such a person or contact exists who appears willing and interested in assisting with the bond, the screener will meet with and, if necessary, coordinate the process with the bondsman.
- Determine the availability of legal counsel and may consider this issue in reaching a decision on eligibility for the program.
- Obtain financial information to ascertain whether the detainee has adequate security (cash property, etc.) to provide for the bondsman's payment. If resources are available, the screener will assist in obtaining the necessary resources in the proper form that can be utilized for meeting the bond requirements. If adequate resources are deemed unavailable due to the detainee's financial conditions, the detainee may be considered for financial assistance in meeting the bond amount through use of a special fund. Efforts will be made by the screener to enter an agreement whereby the detainee will repay the special fund for the amount of funds used in meeting the bond requirements.
- If bond appears to exceed the stated guidelines for the specific crime(s), gather the information and meet with the District Attorney and District Court Judge to determine whether the initial bond set by the Magistrate was reasonable under the circumstances. If the bond is determined to be excessive, the screener will work with the judicial system to re-evaluate the specific bond requirements.
- Communicate program objectives to area bondsmen and secure participation of any or all who desire to be considered for the program.
- Coordinate with the judicial system another review of the detainee's bond requirement if it is determined that he/she has any solid family support and/or employment stability that could enhance the likelihood of the individual's appearance at trial.
- Work closely with the judicial system to expedite consideration of situations like those described above (and others) using special court days and times granted by the district court judges and District Attorney.
- Work closely with the judicial system and the district attorney's office to expedite cases when the detainee wishes to enter a guilty plea.
- Provide monitoring services to ensure that the individual released under this program will appear for court. Such services may include telephone inquiries to detainee's family, bond co-signer, employer, special release agreement forms, etc.

- Inform the judiciary immediately when any information comes to light that concerns the released individual's threat to public safety.
- Supervise the use of any electronic monitoring units (or may contract with other appropriate agencies).
- Fulfill all data collection and input requirements of the Criminal Justice Partnership Program. In addition, once the program is established, the pretrial screener and the Advisory Board will determine if additional information should be kept.

Routinely at 8 a.m. the Pretrial Coordinator is to pick up or secure by other means the daily jail roster from the Detention Center. The daily jail list contains information about the defendant's booking (ID) number, name, date of incarceration, general offenses, bond type and amount, attorney (if applicable) and case numbers.

ELIGIBILITY REQUIREMENTS

From the daily jail list, Pretrial Services staff will determine those offenders who have been in jail for more than 36 Hrs. and Bond not exceeding \$15,000, are determined to be eligible for an interview. The following offenses and circumstances are not considered for a Pretrial Release interview:

- Detainees being held for other jurisdictions
- Out of state residents
- HFC = Hold for Commitment (case is already disposed)
- Capital Offenses (murder, 1st and 2nd degree, rape, arson, armed robbery)
- Fugitives
- Kidnapping
- Sex Offenses
- Habitual Felons
- Child Support/Child Abuse
- Civil Contempt or CVD Cases
- Drug Trafficking
- Convicted DWI offenders where DWI is currently a factor of incarceration
- John/Jane Doe's
- FTA's = Failure to Appear
- Persons who have one or more cases where cash bond have been set.
- New charge(s) added to current incarceration, which make the defendant ineligible after the initial interview.
- Probation violators who have absconded.
- Unsupervised Non-Compliance which is failure to pay court ordered fines, costs, restitution or probationary fees.

Note that any one of these ineligible offenders may be interviewed upon prior request or prior approval of a judge. It is important to be cautious in excluding or including any detainee from an interview due to his prior record or charges as listed on the jail list. Situations of detainees do

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sometimes change after initial detention, which may allow the defendant at that point to be considered for Pretrial assistance. For example:

Joe Smith is placed in jail on 6/1/99 for (M) Assault with a Deadly Weapon under a \$500.00 Cash Bond. Pretrial Services is unable to work with cash bonds. If the defendant's attorney can get the court to change the cash bond to a \$500.00 Secured bond then the defendant becomes eligible for an interview with Pretrial Services.

If you are unsure whether a defendant has become eligible for Pretrial Services, even though an attorney, magistrate, etc. may have indicated that they are, it is always to the benefit of the Pretrial Services Staff to corroborate this new information through verifying paperwork. This may be done in several ways:

- Ask jailers to allow Pretrial Staff to view the defendant's jail folder.
- Check information in the AOC computer.
- Pull the court shuck.

Inmates may be interviewed as early as three calendar days after incarceration providing all guidelines have been met as outlined in the Pretrial Services Manual. It is not appropriate for Pretrial Services to intervene in cases where the defendant has not even turned themselves over to authorities or in the middle of an arrest. Once it is determined that a defendant is eligible, Pretrial Services Staff is to make a copied list of the Daily Potential Interviews, listing information which will be forwarded the Rowan County Detention Center by phone or person. This information must be submitted to the center prior to 4 p.m. the day preceding each request for inmate interviews. The Rowan County Detention Center will have inmates available the following morning at times requested between the hours of 8:00 a.m. and 11 a.m. Inmates will not be interviewed during their lunch hours. If additional visits need to be made to the Detention Center call and make arrangements for times.

It is important to maintain a certain protocol while within the county jail.

- Always wear proper identification showing your name and that you are a representative of Pretrial Services.
- Do not bring sharp objects (other than a pen) or other contraband into the jail. Umbrellas, cigarettes, lighters etc. may be temporarily stored in the area between the jail doors and the sheriff's department reception area.
- Understand that the jailers will prioritize booking new inmates or other pertinent jail business before assisting staff with Pretrial Services interviews. Occasionally Pretrial Staff may be asked to come back to the jail at a time more convenient for the jail.

Once in the jail, do not leave belongings attended on desks, counters, or interview room. Speak to inmates in interview rooms with doors (open or closed at your preference) or at the front desk. For safety reasons, make sure that the Pretrial staff can be easily seen by jailers at all times.

- Stay away from the "bull pen" area.

- Do not offer assistance to an inmate in any way, other than to contact their attorney, or a family member to assist in their release or obtaining their legal rights.
- Best time for Pretrial staff to conduct interviews:
8:00 a.m. to 11:00 a.m.
1:00 p.m. to 4:00 p.m.
- Contacts for questions or problems while in the jail: Captain Greg Hannold.

PROCEDURES

Before you ask any questions you must inform the inmate of his/her rights (PTS FORM 101), which states the following:

- The Rowan County Pretrial Services Program may be able to facilitate your release through the Pretrial Release Program, assist you with bond modification, guilty pleas you may wish to enter and initial attorney issues you may have.
- The Rowan County Pretrial Release Program is not able to offer you legal counsel. You have the right to contact your attorney before you speak to staff of the Rowan County Pretrial Release Program. If you cannot afford an attorney, one will be appointed to you before screening if you wish.
- You have the right to remain silent. Do not discuss the offense you have been charged with as anything you say can be used against you in a court of law. If you decide to answer questions now without an attorney present, you have the right to stop answering questions at any time.
- With your voluntary cooperation Rowan County Pretrial Release Program Staff will interview and screen you for the Pretrial Release Program to determine if we can assist you.

By signing below I have been advised of my rights and I am willing to voluntarily begin the Pretrial Release interview/screening. I do not wish to have an attorney present at this time.

X _____ Date _____
Defendant

Staff Signature

Aaron Church 2/13/2017 9:59 AM

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Don Bringle, Director, Facilities Management
DATE: 3/14/2017
SUBJECT: Air Conditioning Unit Replacement at 402 N Main Street

40 ton air conditioning unit replacement for 402 N Main Street. Currently the facility only has one small unit operating which will not cool the building.

Beaver Brother was the lowest bid at \$49,360 which is our recommendation.

ATTACHMENTS:

Description	Upload Date	Type
Three quotes for AC Unit	3/14/2017	Cover Memo



Beaver Brothers, Inc.

"Since 1919"
Heating • Air Conditioning
License No. 00146

807 Corporate Circle
Salisbury NC 28147
(704) 637-9595 Phone
(704) 636-3764 Fax
www.beaverbrothersinc.com

March 7, 2017

Rowan County Administration
130 West Innes Street
Salisbury, North Carolina 28144

Job Location: Rowan County Office Building
402 North Main Street
Salisbury, North Carolina 28144

Project: 40 Ton Air Conditioning Unit Replacement with New Indoor Coil

Job Description: We propose to furnish the necessary labor and materials to replace the 40-ton air conditioning unit that serves your building located at 402 North Main Street, Salisbury. The work will include:

- A Carrier 40-ton air conditioning unit with R-410A Refrigerant
- An indoor coil for the existing air handler rated for R-410A refrigerant
- Hot gas by pass is not included
- Refrigeration piping connections to the existing piping system.
- Refrigerant specialties including TXVs, solenoid valves and sight glasses
- Support rails for the new unit on the existing roof rails
- Refrigeration piping connections to the existing piping system
- Power and control wiring connections to the existing electrical systems
- Removal of the old unit from the jobsite
- Crane and lifting services
- Start and check unit per manufacturer requirements

Price: \$ 49,360.00

Please note: Air Conditioning unit is 6 week delivery

Warranty: All materials and labor furnished by our company carries a limited warranty for a period of one year from the date of installation against defects in materials and/or workmanship. The compressor has a 5-year part only warranty.

Terms: Payment is due upon completion. A monthly service charge of 1 and 1/2 percent is added to all account balances 30 days past due. Beaver Brothers, Inc. will maintain the price quoted herein for a period of thirty (30) days. This proposal shall constitute an agreement when signed by the customer or representative of the customer and by an officer of Beaver Brothers, Inc.

ACCEPTANCE

Acceptance - Customer

Date

Acceptance - Officer of
Beaver Brothers, Inc.

Date

3/7/17



United Technologies
turn to the experts

Carrier Corporation

5900 Northwoods Business Parkway, Charlotte, NC, 28269
PH: 704-521-6212, FAX: 860-660-6570

March 10, 2017

Scott Souther
Rowan County
402 N Main St
Salisbury NC

RE: Replace 40 Ton Condenser and Lower Cooling Coil
Carrier Proposal #: 00343651

Dear Mr. Souther:

Carrier Corporation is pleased to present for your review, a proposal to replace (1) 40 ton condenser and associated coil in Salisbury, NC. Please see below, a detailed scope of service for this project.

Equipment includes: Carrier 38APS040 Series Deluxe Air-cooled condensing unit

- 208/230-3-60
- Single Refrigeration Circuit
- 40.0 Tons cooling
- Low ambient Controls
- 1st year parts and labor warranty
- 2-5 year compressor parts only warranty

Installation Services Include:

- Electrically and mechanically disconnect and remove existing 40 ton condenser and associated coil, Carrier to retain salvage material
- Provide crane and rigging to set new 40 ton condenser and coil
- Provide new and/or modified refrigerant piping at connection ends
- Provide rubber insulation at suction line
- Provide and install TXVs and Solenoid Valves
- Provide and charge system with R-410a refrigerant
- Provide and replace existing disconnect with fusible disconnect and new conduit and wiring to unit
- Upon completion, provide factory start-up and ensure proper operation

Exclusions & Clarifications:

- Lead time on equipment is 6-8 weeks
- Re-painting or cleaning of structural steel support for condenser is not included
- No other work included, unless specifically noted
- Work to be performed after regular business hours
- Taxes are not included in this quotation. Any applicable taxes will be additional and included at time of invoice
- Pricing is valid for thirty (30) days from date of proposal

Total Price for Scope of Work (excluding applicable taxes): **\$53,900**



United Technologies
turn to the experts

Carrier Corporation

5900 Northwoods Business Parkway, Charlotte, NC, 28269
PH: 704-521-6212, FAX: 860-660-6570

The terms of payment are net upon receipt of invoice. This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreements, etc.

Thank you for allowing Carrier to be of service to Rowan County in Salisbury, NC. Please do not hesitate to call if you have any questions or if you require any further information.

Very Truly Yours,

Melissa A Johnson

Melissa A Johnson
Commercial Service Sales
melissa.a.johnson@carrier.utc.com

To accept, fax signed document to fax number below.

Customer Acceptance (typed/printed name)

Title

Purchase Order Number

Customer Acceptance (signature)

Date

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.

2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. **DELAYS-** In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.

7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. This warranty is given in lieu of all other warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose.

8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) –** Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. **EXCLUSIONS-** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. **EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) –** Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. **PROPRIETARY RIGHTS (Service Contracts only)-** During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. **LIMITATION OF LIABILITY-** Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.

15. **CANCELLATION-** Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

16. **CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE –** Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

17. **CARRIER TERMINATION –** Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

18. **CLAIMS-** Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

19. **GOVERNMENT PROCUREMENTS-** The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

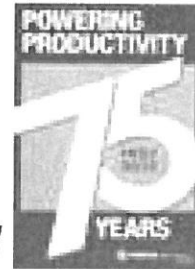
20. **HAZARDOUS MATERIALS-** Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

21. **WASTE DISPOSAL -** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

22. **SUPERSURE, ASSIGNMENT AND MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

23. **CUSTOMER CONSENT -** Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

24. **FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.



To Scott Souther
Rowan County Facilities Management
425 Airport Road
Salisbury, NC

March 99, 2017

Re: Replacement of the 40-ton condensing unit and (1) lower evaporator coil at the county administration building, 402 N. Main St, Salisbury, NC

Please note that this is a DesignBuild proposal that contains proprietary design information that has been developed by EMCOR Services Aircond. The mechanical engineering contained in this proposal should not be distributed in any way for the use by others without the express written consent of EMCOR Services Aircond.

I. EXECUTIVE OVERVIEW

EMCOR Services/Aircond will provide all labor, material and equipment necessary to remove and dispose of the 1998 Carrier 38AH-044 40-ton condensing unit on the roof of the County Administration Building, 402 N. Main Street. Aircond will replace the existing condensing unit with a new 40-ton DX condensing unit. The replacement includes: the new condensing unit; electrical power wiring with new fused disconnect connected to the existing electrical service; all crane and rigging to lift off the old unit and coil, and install the new unit at standard labor rates for weekday installation; removal the existing lower cooling coil in the main air handling unit at the Admin building; dispose of the old coil per EPA standards; install new factory recommended coil in place of the existing coil; provide and install copper refrigerant line connections to refrigerant lines from the condensing unit; pressurize and leak check the system; reinstall the refrigerant (R-410), restart the system and check the system operation; all interconnecting refrigerant piping will reuse as much of the existing copper piping as possible with new dryers; flush system refrigerant lines using commercial flush kit; new R-410 refrigerant; new TXV's (2) and solenoids (2) for the AHU coil; interconnecting copper refrigerant piping to the existing system piping; factory recommended startup, log and one-year full labor and material warranty (see below).

II. SCOPE OF WORK

EMCOR Services Aircond agrees to provide and install all necessary equipment, materials, labor and supervision as required by our scope of work as described below:

1. Recover refrigerant, disconnect and remove the existing condensing unit and dispose per EPA standards.
2. Furnish and install a Carrier or equal Model 38APS040 single circuit machine capable of unloading to 13 tons.
3. Install new steel channel supports on the existing roof rails to adapt the existing supports to the new unit. Install the new condensing unit on the steel supports. The new unit will be single circuit to match the existing piping, 200V/3ph power to use the existing electric service and breaker, electronic controls and has a manufacturer's five year compressor warranty (parts only).
4. Install new copper refrigerant piping to interconnect to the existing piping between the condensing unit and the air handling unit (AHU) in the penthouse mechanical room. The existing piping will "flushed" using a commercial flush kit to remove the old oil residue. The new piping will be put under a deep vacuum and leak checked and then charged to the factory standards with new R-410 refrigerant. The piping includes new thermal expansion valves sized to the new unit and new liquid line solenoids; in addition new changeable core refrigerant filters and cores will be installed.
5. Disconnect and remove the existing coil from the AHU; and dispose of the coil per EPA standards. Install a new factory recommended evaporator coil in place of the old coil. The new coil will be copper tube and aluminum fin and rated to R-410 operating pressures.
6. Pressurize and leak test the new system refrigerant piping; install new dryer cores; place the circuit in deep vacuum; install the R-410 refrigerant charge and start and test the system operation.
7. Install new interconnecting power wiring from the existing breaker on the rooftop to a new fusible disconnect fused down to the recommended MOP for the new condensing unit. All work will be done to current codes by licensed electrician.
8. Interconnect the new condensing unit to the existing building controls. Perform a factory recommended startup and operational check and provide a one-year full labor and material warranty. In addition the manufacturer provides a five-year compressor warranty (parts only).

III. EXCLUSIONS

- A. *EMCOR Services Aircond* can in no way be responsible for the removal and/or disposal of any materials containing asbestos if applicable.

IV. DELIVERY

The equipment is presently on a 6-7 week delivery.

V. TERMS AND CONDITIONS OF SALE

- A. It is agreed that Aircond will supply materials and services specifically listed herein. Any work in addition to that described in this proposal will be performed only with the customer's written authorization, at the extra charge quoted.

VI. INVESTMENT

A. Total project cost.....**\$56,075.00**

Due to the volatility in the metals market, this price is valid only for thirty (30) days from the date of this proposal. After thirty (30) days, please call for price verification.

VII. PAYMENT

This project will be invoiced as follows (for all invoices, terms are net 30 days):

1. 20% for mobilization cost upon approval of this work.
2. Progress billing on the 15th of each month.
3. Final billing of 10% upon satisfactory completion of work.

VIII. ACCEPTANCE

This proposal is subject to acceptance within (30) days from date of issuance.
Respectfully submitted for Aircond,

BY *David Hipp*
David Hipp, PE
Project Engineer
Office (704) 214-2712 / Fax (704) 599-6651
NC License # 25076

ACCEPTED BY _____

TITLE & DATE _____

COMPANY _____

Terms & conditions
LIMITED SCOPE PROJECT AGREEMENT

The following "Terms and Conditions" are attached to and made a part of the Agreement ("Agreement") between EMCOR Services Aircond ("Contractor") and the named Customer.

1. **Acceptance.** A Proposal made upon these terms is subject to Customer acceptance in writing delivered to Contractor within thirty (30) days from the date hereof. All such acceptances are subject to credit approval. If Customer's order is an acceptance of a written Proposal on a form provided by Contractor, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If your order is not such an acceptance, then this document is Contractor's offer, to provide the Work solely in accordance with the following terms and conditions of sale. Customer's acceptance of the Work by Contractor will in any event constitute an acceptance by Customer of these terms and conditions.
2. **Payment and Taxes.** Unless otherwise provided for in writing, Contractor shall invoice Customer 20% of the contract price up front for mobilization costs associated with the Agreement. Contractor may invoice Customer for all equipment or material purchased, whether delivered to the Site or to an off-site storage facility, and for all Work performed on-Site or off-Site; and under no circumstances shall any retention be withheld for any materials or equipment portions of the Work, and no retention otherwise shall be withheld from any payments. Payment is due Net 30 days from date of Contractor's invoice. Late payment to Contractor shall be subject to simple interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law, calculated from the date payment was due until the date payment is received by Contractor. In addition to the stated Fee, Customer also shall pay Contractor, all excise, sales, use, occupation, gross receipts or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this Agreement or, alternatively, shall provide Contractor with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Contractor in attempting to collect amounts due.
3. **Termination.** Customer or Contractor may terminate this Agreement for convenience upon two (2) weeks prior written notice to the other party. In the event of such termination, Customer will pay Contractor for all Work performed and goods purchased for the Work through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination. Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all undisputed amounts due Contractor for all Work performed through to the date of termination. Contractor may suspend its performance of Work, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.
4. **Site Assessment and Additional Work.** Prior to performing any Work, Contractor will conduct an initial inspection of the Site to determine if the Site is in suitable condition for the Work. If Contractor determines that other work is required prior to commencement of the Work, such work shall not constitute Work under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement or terminate this Agreement. If Customer requests any other work that Contractor concludes is outside the scope of Work, Contractor will provide Customer with a quotation for such work and the parties will execute a change order for such work.
5. **Concealed or Unknown Conditions.** If Contractor encounters conditions at the Site in the performance of the Work that are (i) subsurface, latent, or otherwise concealed physical conditions that differ materially from those indicated on the documents for the Work or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions (a) ordinarily found to exist at or about the Site or (b) generally recognized as inherent in construction activities of the type and character as the Work, Contractor will notify Customer of such conditions promptly, and prior to significantly disturbing such conditions. If such conditions cause an increase in the cost of the Work or the time required for performance of the Work, Contractor shall be entitled to an equitable adjustment in the price, time, or both.
6. **Pre-existing conditions.** Contractor will not be liable for any loss or damage arising from or related to conditions at the Site that existed prior to Contractor's commencement of the Work, including, but not limited to, those involving the building envelope, mechanical equipment, electrical equipment, plumbing, indoor air quality, or mold and/or fungi.
7. **Construction Procedures.** Contractor shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, procedures, sequences and techniques.
8. **Site Access and Customer Obligations.** Customer agrees to:
 - a. Provide safe and reasonable access to the Site so that Contractor can perform the Work, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Work;
 - b. Allow Contractor to use power and water from the site and to start and stop the Equipment as is necessary to perform the Work;
 - c. Provide any other assistance as is reasonably necessary so that Contractor can perform the Work;
 - d. Allow unrestricted access to correct any emergency condition.
9. **Permits and Government Fees.** Contractor shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Contractor's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.
10. **Warranty.** Contractor warrants that (a) the materials provided in performing the Work will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (b) the workmanship provided in performing the Work will be good and of a workman-like standard for twelve (12) months from the date of substantial completion. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended purpose or the date that Customer receives beneficial use of the Work. Contractor's warranty in section (a) & (b) of this article applies only to materials and labor furnished by Contractor in performing the Work and shall be null and void if Customer subsequently has another contractor provide goods or services that relate to, concern, or otherwise affect the Work. (c) Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other time outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time. (d) Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time. (e) No liability whatsoever shall attach to Contractor until said equipment, material and Work have been paid for in full and then said liability shall be limited to Contractor's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. **CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES.**

CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED. THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.

11. Excused Delay and Acceleration. (i) Contractor shall not be liable for any delay, or loss or damage arising there from, and shall be entitled to additional time for the Work, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. (ii) Contractor shall be entitled to additional compensation for any excused delay as set forth in this article. (iii) Contractor shall be entitled to additional compensation for any acceleration or compression of the schedule set forth in Schedule I, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

12. Indemnity. Contractor will defend and indemnify Customer from and against claims, damages, losses, or expenses (any or all, collectively, the "Claim"), including, but not limited to, reasonable attorneys fees, arising out of Contractor's negligent performance of the Work or its breach of this Agreement, provided that such Claim is attributable to (i) bodily injury, sickness, disease, or death or (ii) injury to tangible property (other than the Work itself), but only to the extent that any such Claim is caused by the negligent acts or omissions of Contractor or by the breach of this Agreement by Contractor, or its subcontractor(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, and provided further that, if such Claim is caused by the joint or concurrent acts, omissions, or negligence of the parties, including the parties indemnified hereunder, the parties shall bear the defense and loss in proportion to their degree of liability.

13. Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature. In no event shall Contractor's aggregate liability to Customer for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

14. Hazardous Materials. (a) Contractor shall not perform any work of any sort that concerns hazardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site. (b) Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to hazardous materials. (c) In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site. (d) Customer shall disclose to Contractor in writing and in advance of Contractor performing any Work any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous materials. (e) Contractor shall not be required to perform any Work in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing the Work in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Work due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Work in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's performance of the Work. (f) Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorneys fees, arising out of or resulting from this article.

15. Insurance. Contractor agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 Combined Single Limit; Workers Compensation -- Statutory Limits. Contractor does not waive any rights of subrogation.

16. General. Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party. This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Work are performed, without giving effect to its conflict of law's provisions. Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall have exclusive jurisdiction over such actions. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION. Any such action also shall be commenced with one (1) year from the date of the Work giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer. This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound. No quotations, proposals, other terms, or other documents form a part of this Agreement, unless specifically referenced herein and attached hereto. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Except as provided for Service Fee adjustments, no modifications, additions or changes may be made to this Agreement except in a writing signed by both parties. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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: March 14th 2017
SUBJECT: Kannapolis Community Oral Health Grants

The Smile Center is looking to fund two relatively new initiatives. The first initiative will provide pregnant women access to important dental services. The second initiative will provide direct oral health care to students in Rowan-Kannapolis daycares and child-development centers. We would like to apply for two different funding streams under the Kannapolis Community Grants. The first is for "start-up" costs. We would seek \$15,000 to cover oral healthcare services for uninsured prenatal patients who need dental services. The second grant is for "sustaining." We would seek \$5,000 to cover oral healthcare services for uninsured students in Rowan-Kannapolis child-development centers and daycares. Both grants are due on March 31st 2017.

ATTACHMENTS:

Description	Upload Date	Type
Kannapolis Community Oral Health Grants	3/14/2017	Cover Memo
Kannapolis Grant Start-Up Prenatal	3/14/2017	Cover Memo
Kannapolis Grant Sustaining Peds	3/14/2017	Cover Memo

To: Rowan County Board of County Commissioners
From: Nina Oliver, Public Health Director
Tykeisha Carter, OAIH
Date: March 6th, 2017
Re: Kannapolis Community Oral Health Grants

Situation

The Smile Center is looking to fund two relatively new initiatives. The first initiative will provide pregnant women access to important dental services. Many changes that occur during pregnancy can affect a woman's oral health. Diseases in the mouth from bacteria can reach the fetus and contribute to negative pregnancy outcomes. By providing dental care to women who are pregnant, the Smile Center will increase the number of Rowan County women who receive prenatal dental care and improve birth outcomes. We will also become the dental home for our prenatal patient's infants.

The second initiative will provide direct oral health care to students in Rowan-Kannapolis daycares and child-development centers. There is an average number of 1.46 decayed missing or filled teeth per kindergartner in Rowan County. A North Carolina survey showed that children with poor oral health were nearly three times more likely to miss school due to dental pain. Many children that need dental care are uninsured or underinsured. We will bridge the gap by providing funding for oral healthcare through grants. RCHD believes that by breaking down the barrier of cost we can increase the number of children who receive dental care and decrease tooth decay and other oral health problems.

Background

Rowan County Health Department's Smile Center is one of two pediatric dental clinics in Rowan County. We provide compassionate and quality dental care to children 17 and under. We also help families take steps to prevent their children from suffering future dental problems. The Smile Clinic is the main safety-net provider for the county. We continually provide valuable care for populations that are on Medicaid, low-income, uninsured, and vulnerable.

Assessment

RCHD is applying for 2 grants:

Kannapolis Community Development Block Start-up Grant (due March 31st) has a maximum amount of \$15,000. We will use this grant to cover oral healthcare services for uninsured prenatal patients who need dental services. We will be seeking \$15,000 in funding from this grant.

Kannapolis Community Development Block Sustaining Grant (due March 31st) has a maximum amount of \$5,000. We will use this grant to cover oral healthcare services for uninsured students in Rowan-Kannapolis child-development centers and daycares. We will be seeking \$5,000 in funding from this grant.

Recommendation

The Health Department respectfully recommends that the Rowan County Board of Commissioners support and approve this opportunity for the Rowan County Health Department to apply for the Kannapolis Community Development Block Grants (start-up and sustaining).

FY 17-18 Community Development Block Grant (Start-up Grant)

Line Item	Cost	Total
Initial Exam	\$85 per adult (30 patients)	\$ 2,550.00
Prophylaxis (teeth cleaning)	\$85 per adult (30 patients)	\$ 2,550.00
Topical Flouride Varnish	\$50 per adult (30 patients)	\$ 1,500.00
Treatment - Extraction	\$100 per tooth (20 patients) \$100 to \$240 depending on location and surface (15 patients)	\$ 2,000.00
Treatment - Filling	\$130 per hour (15 hours; 30 min./patient)	\$ 3,600.00
Dentist's Time	\$19.95 per hour (15 hours; 30 min./patient)	\$ 1,950.00
Dental Assistant Time	\$24.30 per hour (15 hours; 30 min./patient)	\$ 299.25
Dental Hygienist Time		
Patient Education		
Materials (Two Healthy Smiles Brochure)	\$196 per 500 brochures (250 English/250 Spanish)	\$ 196.00
<u>Total</u>		<u>\$ 15,009.75</u>

Seeking \$15,000 (Grant Funding)

FY 17-18 Community Development Block Grant (Sustaining Grant)

Line Item	Cost	Total
Initial Exam	\$85 per patient (12 patients)	\$ 1,020.00
Prophylaxis (Teeth Cleaning)	\$85 per patient (12 patients)	\$ 1,020.00
Topical Flouride Varnish	\$50 per patient (12 patients)	\$ 600.00
Dentist's Time	\$130 per hour (6 hours; 30 min./patient)	\$ 780.00
Dental Assistant's Time	\$19.95 per hour (6 hours; 30 min./patient)	\$ 119.70
Hygienist Time	\$24.30 per hour (48 Hours to screen 3 Child-Development Centers; 16 Hours to complete 1 sealant project)	\$ 1,555.20
<u>Total</u>		<u>\$ 5,094.90</u>

Seeking \$5,000 (Grant Funding)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: March 9, 2017
SUBJECT: Public Hearing: 2017-18 HOME Application

HOME Application

As a member of the Cabarrus / Iredell / Rowan HOME Consortium, Rowan County anticipates receiving approximately \$147,366 in program funds to be used for housing rehabilitation in the 2017-18 program year [application attached].

For the first time in a decade of participation, it is apparent the County will need to contribute all or a significant portion of match funds for participation in the HOME program. During its tenure of HOME participation, the County has benefited from income match derived from other non-Federal programs used for its required 25% contribution. Staff anticipates the amount necessary for match contribution to be \$36,842.

HOME Consortium Participation

The 3 year agreement signifying the County's intent to participate in the HOME Consortium expires in 2017 and the City of Concord is requesting member jurisdictions submit their intent to participate (or not) for the 2017-2020 time frame.

Staff Recommendation

1. Conduct Public Hearing
2. Authorize County Manager to sign the 2017-18 HOME Application
3. Authorize Chairman or County Manager to submit Letter of Intent to Participate in Cabarrus / Iredell / Rowan HOME Consortium for 2017-2020

ATTACHMENTS:

Description	Upload Date	Type
Staff Memorandum	3/9/2017	Cover Memo
2017-18 HOME Application	3/9/2017	Exhibit



Rowan County Planning and Development Department

402 North Main Street • Room 204 • Salisbury, N.C. 28144-4341

Planning: 704-216-8588

Fax: 704-638-3130

MEMORANDUM

TO: Chairman Edds and Board of Commissioners
FROM: Ed Muire, Planning Director
DATE: March 8, 2017
RE: Public Hearing for HOME Application / Consortium Participation

HOME Application

As a member of the Cabarrus / Iredell / Rowan HOME Consortium, Rowan County anticipates receiving approximately \$147,366 in project funds for FY 2017-2018. Unlike previous program years, Staff anticipates the required match for participation [25% of project funds] will need to be a cash contribution of approximately \$36,842 from Rowan County.

The scope of the FY 17-18 program will provide housing rehabilitation to at least four (4) owner occupied homes in the County. The County's application for submittal to the City of Concord accompanies this memorandum.

HOME Consortium Participation

Membership in the Consortium is based on a three (3) year annual agreement which expires for all Cabarrus / Iredell / Rowan HOME Consortium members in 2017. As the lead agency, the City of Concord has requested that participating jurisdictions declare their intent to participate or not for the 2017-2020 time frame.

Although participation in the Consortium is not mandatory, it is necessary if the County wants to receive funds for its housing rehabilitation programs. Planning Staff recommends the County draft a Letter of Intent to participate for submittal to the City of Concord in advance of the April 3, 2017 deadline.

STAFF RECOMMENDATIONS

- Authorize County Manager to sign the 2017-18 HOME Application
- Authorize Chairman or County Manager to submit Letter of Intent to Participate in Cabarrus / Iredell / Rowan HOME Consortium for 2017-2020

CABARRUS-IREDELL-ROWAN HOME CONSORTIUM

**2017-2018
APPLICATION FOR HOME
FUNDING**



APPLICATIONS DUE MARCH 17, 2017

Submit application to:

City of Concord
Attn: Pepper Bego
Planning & Neighborhood Development Department
P.O. Box 308
Concord, NC 28026
704-920-5133
begop@concordnc.gov

SECTION I
APPLICATION INFORMATION

Full Legal Name of Applicant: **Rowan County**

Applying as: ☒ Consortium HOME Subrecipient
☐ CHDO

Address: **402 N. Main St. Room 204**

City/State/Zip: **Salisbury, NC 28144**

Telephone Number: **704-216-8599**

Contact Person: **Ed Muire**

Title: Planning Director

Telephone Number: 704-216-8599 E-Mail: ed.muire@rowancountync.gov

Name of Project: **Rowan County HOME Program**

Total funds requested: 147,366.00

(DO NOT include Admin funds in total)

To the best of my knowledge and belief all data in this application are true and current. The document has been duly authorized by the governing board of the applicant.

Signature: _____
Certifying Official

Date

SECTION II

PROJECT DESCRIPTION

Project/Program

Title:

Project/Program

Location:

Rowan County HOME Program

Scattered Sites

II (a) Type of Activity (check one)

rental ☐ New construction for Homeownership ☐ New construction for rental

☒ Owner-Occupied Rehabilitation ☐ Rental Rehabilitation

☐ Acquisition/Rehab/Resale ☐ Down Payment Assistance

☐ Other (specify): _____

II (b) Goals and Objectives (Provide a written description of your goals and objectives. Also provide a copy of your Needs Assessment hearing minutes and notice.)

The goal and objective for Rowan County's HOME Program is to provide housing rehabilitation assistance to qualified homeowners within the County limits

PLEASE PLACE A CHECK MARK BESIDE YOUR OBJECTIVE AND A CHECK MARK BY THE INTENDED OUTCOME.

Objective and Outcome			
Objective (check one)		Outcome (check one)	
(1) Create suitable living	X	(1) Availability/accessibility	
(2) Provide decent affordable		(2) Affordability	X
		(3) Sustainability	

II (c) Short Description. One or two sentences stating the number and type of housing or other units expected to result from this project and the targeted client group. State both total number of units in project and number to be assisted with HOME. Also explain how this project will benefit low and very low income individuals and how this will be documented.

The Rowan County HOME Program will provide rehabilitation assistance for four (4) homes of individuals who receive 80% or less of the area median family income.

2016 HOME Application

II (d) Project Description. Please provide a **detailed narrative description** of the project below (or on an attached page), addressing all of the following questions. Please check each box below to show that you have addressed the question, and insert information directly in blank space below question. Where the question is not applicable or no information is available, insert N/A.

Rowan County will use the 2017-18 HOME funding allocation to provide housing rehabilitation to four (4) households within the County limits for individuals/families who are 80% or less of the median area income. Projects will be located in the non-entitlement areas of Rowan County. The entitlement areas are defined as the city limits of both the City of Salisbury and the City of Kannapolis. Rowan County has contracted with Salisbury Community Development Corporation (Salisbury CDC) in Salisbury, North Carolina, to administer the 2017-18 HOME Program.

Rehabilitation Project

Through rehabilitation assistance, the County will create suitable living environments for low to moderate income county homeowners and provide increased affordability for these households. To accomplish this goal, we will provide energy efficient improvements and limit some long term maintenance of their homes through the comprehensive improvements provided. All Rowan County homeowners, who live in the non-entitlement areas of the County will be encouraged to apply for assistance without regard to their race, color, religion, sex, national origin or handicap. Applicants must meet program and HUD income guidelines to be eligible.

Qualified owner-occupied family units will be inspected; a work write up and cost estimate will be prepared, which will include energy and water efficient products where applicable and contractors will be invited to bid on the designated work. Rehabilitation contracts will be awarded to lowest qualified contractor. Section 8 contractors and women/minority owned contractors will be encouraged to bid on rehabilitation projects. Homes built prior to 1978 will have lead-based testing done with only certified lead abatement contractors providing lead removal or abatement.

The funding is provided by the County as a grant at zero percent interest (0%) which will be forgiven at a rate of 20% per year beginning the 61st month after work is completed. The homeowner may not sell, refinance, rent or change the ownership status of the home until the grant is forgiven unless repayment of the remaining balance is made.

****Attach a general location map showing the development site. Be sure to include waterways and railroads.***

Property Acquisition

N/A ☐ Has agency acquired real property in order to carry out the project, or is property acquisition planned?

N/A ☐ Has property owner been informed of your intention to use federal funds for this project? If so, attach letter.

N/A ☐ Is the property currently occupied? If so, state the number of tenants and describe in detail how you will determine relocation needs and help occupants to relocate in accordance with Uniform Relocation Act. Include the cost of this in your budget. If you have issued a General Information Notice to tenants informing them of their rights to relocation assistance, attach a copy.

N/A ☐ Is the property historically designated or in an historic district?

Construction Information

☒ How many units will be

Newly	_____	Rehabilitated	4	Provided	_____
Acquired	_____	Demolished/Cleared	_____		

☐ Will the project participate in an externally monitored energy efficiency program (e.g. Energy Star, Advanced Energy)?

Yes: _____ (provide details). No: ____X____

☒ Will any of the units have full ADA accessibility? If so, how many?

ADA accessibility will be provided as needed based on the needs of the family being assisted.

Lead-Based Paint (REHAB PROJECTS ONLY)

Describe in detail how you plan to address lead-based testing and abatement or hazard control on any property built before 1978.

Rowan County has contracted with Salisbury Community Development Corporation (Salisbury CDC) located in Salisbury, North Carolina, to administer the HOME Program. Salisbury CDC will order lead-based paint testing on all units built prior to 1978. If it is determined that lead-based paint is in the unit, abatement will be part of the rehabilitation and will be let out for bids by a certified / qualified abatement or hazard control contractor.

II (e) Affordability, Marketing, & Supportive Services

N/A ☐ What are the proposed rents or sales prices for completed housing units? For rental units, also estimate utility costs.

N/A ☐ What is your process for marketing to ensure an adequate pool of income-eligible renters or buyers?

N/A ☐ What steps are planned to ensure long-term affordability of housing units, including subsidy recapture, equity sharing, buy-back options, long-term lease, etc. ?

N/A ☐ Do you require beneficiaries to attend homebuyer education classes?

II (f) Fair Housing Activities

Please describe the Fair Housing activities you plan to undertake in the upcoming program year.

ACTIVITIES	DATES
The County will partner with the Salisbury Community Development Corporation in sponsoring a Fair Housing Seminar to address fair housing obstacles in the community	July - September 2017
County will obtain Fair Housing posters from the NC Human Relations Commission (NCHRC) and be made available to the public at the County's administration buildings.	October - December 2017
The County will develop and maintain a list of local realtors who are available to assist in locating housing for anyone needing assistance.	January - March 2018
The County will distribute Fair Housing pamphlets to lending institutions	April - June 2018

II (g) Project Team

Identify the project team by name, job title, and employment status (employee, independent contractor, or volunteer), and their specific responsibilities in this project. If the team is not yet assembled, then describe how you will select them. (*Attach additional pages if necessary.*)

The Salisbury CDC project team consists of the following members: Chanaka Yatawara, Executive Director, serves as the leader of the organization; Mary L. Powell-Carr, Project Administrator, is responsible for overseeing the completion of projects and file documentation; and Ed Muire Planning Director for Rowan County, who is responsible for annual planning and reporting to ensure projects are completed in accordance with the Consolidated Plan.

For Rehab Projects Only: List all project staff who have completed training in Lead Safe Work Practices (with date) or have any more extensive training in Lead Based Paint hazard control.

N/A

II (h) Timetable.

Please complete a detailed and realistic timetable showing when each work task will be completed (e.g. planning, obtaining financing commitments, design, environmental review, bidding, loan closing, construction, final inspection, occupancy, etc.). The larger the project, the more detail we expect to see. You may add work tasks; where existing task does not apply, insert **N/A**.

Work Tasks	Date to be
Planning	12/31/2017
Acquisition	N/A
Obtaining Financial Commitments	N/A
Design	N/A
Environmental Review	As needed per home
Construction	N/A
Rehabilitation	12/21/2018
Loan Closing	N/A
Occupancy	N/A

II (i) Client/Area Demographics. Please complete the following tables to the best of your ability. Show actual or estimated numbers of beneficiaries, **not percentages**, in each category. In general you should count **households** as the beneficiaries for housing programs and **persons** for non-housing programs.

Income Group	Number
<30% of area median income (AMI)	1
31-50% of AMI	1
51-80% of AMI	2
>80% of AMI*	0
TOTAL	4

Special Needs Beneficiaries (if applicable)

Category	Number
Elderly (over 60)	N/A
Disabled (not elderly)	N/A
Homeless	N/A
People with HIV/AIDS	N/A

SECTION III**PROJECT BUDGET AND FUNDING****III (a) Budget**

Show all funding sources for the project or projects you plan to undertake. Be sure to include program income.

Project Revenue

	Source	Amount
HOME funds being requested		\$147,366.00
HOME funds from prior year(s)		
HOME Program Income		
Other Federal Funds		
State/Local Funds (list)	Rowan County [cash contribution]	\$36,842.00
Bank Loans		
Other Cash Contributions		
Private Grants		
Total Funds Available*		\$184,208.00

* This total should be the same as your "Total Development Costs" total in the **Estimated Costs** table on page 7.

Provide the details of all loans and/or grants, other than HOME, listed above for the project.

III (b) HOME Match (HOME funded projects only)

List the project revenues that will count as matching funds (non-federal funds that are permanently contributed to the project). Include any in-kind contributions of materials and labor, including sweat equity, at \$10 p.h. If in doubt whether funds will count as match, please call Pepper Bego at (704) 920-5133.

Revenue Source	Amount
Rowan County [cash contribution]	\$36,842.00

III (c) Estimated Costs

Be as detailed as possible. Add or amend categories as needed. The second column should cover total project costs (including those met from HOME). The third column shows how much of each line item is to be met from HOME. Totals must be consistent with the revenues shown in section IIIA.

Category (add/amend as needed)	<u>Total Costs</u>	<u>This grant only</u>
Down Payment Assistance	\$	\$
Acquisition	\$	\$
Relocation	\$	\$
Demolition/Clearance	\$	\$
Site improvements	\$	\$
Rehabilitation	\$147,366.00	\$147,366.00
New construction	\$	\$
Professional Fees (appraisal, architect, etc.)	\$	\$
Agency project delivery costs (10% maximum of total project cost)	\$	\$
Other	\$36,842	\$36,842.00
	\$	\$
*Total Development Costs	\$184,208.00	\$184,208.00

*The total in the “*Total Cost*” column should be the same as your “*Total Funds Available*” total in the ***Project Revenue*** table on page 6.

SECTION IV

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are any of the Board Members or employees of the agency which will be carrying out this project, or members of their immediate families, or their business associates:

- a) Employees of or closely related to employees of your agency
or the member government through which this application is made: YES
___ NO X___
- b) Members of or closely related to members of City Council YES
___ NO X___
or Commission of the member government through which this
application is made:
- c) Current beneficiaries of the program for which funds are requested: YES
___ NO X___
- d) Paid providers of goods or services to the program or having other
financial interest in the program: YES ___ NO
X___

If you have answered **YES** to any question, **please attach a full explanation**. The existence of a potential conflict of interest does not necessarily make the project ineligible for funding, but the existence of an **undisclosed** conflict may result in the termination of any grant awarded.

Signature of Certifying Official

Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Kellie Cartwright, Grant Writer
DATE: 3/13/17
SUBJECT: Request to Apply for Minority Youth Violence Prevention Grant

Rowan County is requesting permission to apply as the lead applicant to the Office of Minority Health for a grant focusing on reducing violent crime among minority youth in Rowan County ages 12-18. This will be in partnership with several organizations, including Public Health, DSS, RCSO, Salisbury PD, RCCC and others.

ATTACHMENTS:

Description	Upload Date	Type
Grant Opportunity Summary	3/13/2017	Cover Memo



GRANT OPPORTUNITY SUMMARY

Approval Request Date: _____

Grant Title: Minority Youth Violence Prevention II

Grantee: _____

Website: <https://www.grantsolutions.gov/gs/preaward/previewPublicAnnouncement.do?id=58609>

Funding Source

Original: Department of Health & Human Services

Secondary: Office of Minority Health

Award Range: \$325K-\$425K/year over 4 years beginning 7/1/17

Match: NA

Eligibility: Gov't; law enforcement; LEAs; Colleges; Nonprofits; Private business

Release Date: _____

Closing Date : 4/4/17

Award Announcements: June 2017

Grant Summary: This program funds innovative, evidence-based projects aimed at reducing crime and violence among disadvantaged and/or at-risk minority youth, ages 12-18 years old, by providing access and/or removing barriers to public health through collaborative partnership. It requires a multi-disciplinary approach that includes public health, local schools, a higher education institution and law enforcement, but can include others. It must operate in a 4-year cohort and serve at least 50 participants, including a 6-week summer program. Evaluation that includes a logic model, a control group and formative, process and outcome evaluations is critical. The group must be governed by a 5-9 panel advisory board, and projects must offer a regular meeting site for participants and their families.

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: March 14, 2017
SUBJECT: Airport Hangar Fees & Policies

Corporate Hangar II is near completion and will be available to be leased in the near future. Attached is a memorandum from Thad Howell the Rowan County Airport Director recommending Corporate Hangar II Leasing Provisions.

Based in part on the Airport Directors recommendation my recommendations are as follows:

RECOMMENDATION #1 (Reserved Economic Development Recruitment Space)

- No more than 10,000 sq. ft. shall be leased on an annual basis at any point in time. This ensures that at least 5,000 sq. ft. is available to prospects looking to relocate in Rowan County.

RECOMMENDATION #2 (Corporate Hangar II Fees Annual Lease)

- 2017 rate shall be \$0.38 sq. ft. a month.
- The rate shall increase each fiscal year by \$0.02 per square foot, beginning July 1, 2018 and every July thereafter.
- Term for the leases shall be one year.
- For each specific aircraft, prospective tenants must sign an agreement and rent a minimum of 2,300 sq. ft. of the hangar or the actual dimensions of their aircraft. Therefore the minimum cost per month from through July 1, 2018 shall be \$874.
- In order to be eligible for annual leasing in Corporate Hangar II the aircraft shall be taxed in Rowan County.

RECOMMENDATION #3 (Corporate Hangar II Fees Daily Lease)

- 2017 daily rate shall be \$0.50 sq. ft. a month.
- The rate shall increase each fiscal year by \$0.02 per sq. ft., beginning July 1, 2018 and every July thereafter.
- Term for the leases shall be one 24 hours.
- For each specific aircraft, prospective tenants must sign an agreement and rent a minimum of 5,000 sq. ft. of the hangar or the actual dimensions of their aircraft. Therefore the minimum daily shall be \$83 a day.
- Daily fees shall be defined as 24 hours. Daily fees shall be assessed if an aircraft is parked in

the hangar for any amount of time up to 24 hours. Therefore if an aircraft is parked in the hangar for 25 hours the tenant shall pay for 2 full days. Daily fees shall only include 1 aircraft per \$83. For example if two aircraft are leasing on a daily basis each aircraft will be assessed a minimum \$83 regardless of the sq. ft. of the aircraft.

- Daily tenants shall sign a lease agreement agreeing to relocate their aircraft within 24 hours at their own expense.

RECOMMENDATION #4 (Corporate Hangar II Sign)

- The new Rowan County Airport Logo and tag line “Be an original” shall be affixed on the hangar.

RECOMMENDATION #5 (Corporate Hangar Ramp Fee)

- Aircraft parked on the common ramp outside of any of the corporate hangars for longer than 12 hours will be charged \$10 dollars per day. The airport director reserves the right to prohibit parking anywhere on any ramp.

ATTACHMENTS:

Description	Upload Date	Type
Hangar Leasing Memo	3/14/2017	Cover Memo

Thad Howell
Airport Director
Thad.Howell@RowanCountyNC.gov



Rowan County Airport

3670 Airport Loop Road • Salisbury, NC 28147 •
Telephone 704-216-7749 • Fax 704-637-9019

TO: Aaron Church, County Manager
FM: Thad Howell, Airport Director
DATE: March 6, 2017
RE: Corporate Hangar II Leasing Provisions

The new corporate hangar at Rowan County Airport has recently been completed and passed final inspection. A certificate of occupancy was received and the hangar is available to lease. In an effort to set an appropriate rental rate, Airport staff contacted nearby airports to obtain charges for similar type hangars. During these conversations, staff discovered that aircraft are typically grouped into categories of like size and assigned a group rate. This results in per-square-foot rates which vary for comparable aircraft in the same category. Concord Regional Airport provided a sample range of \$0.17 - \$0.28 per sq. ft. and Statesville's sample ranged from \$0.27 - \$0.35 per sq. ft. It should be noted the hangars referenced are not recent construction and have water-type fire sprinkler systems. The new hangar at Rowan County Airport is equipped with a foam fire suppressions system, which is advantageous since it extinguishes fire rapidly. This prevents hull loss, allows for minimal damage to the aircraft, and results in little downtime to the customer. Based on this research and our discussions, I make the following recommendations for leasing the new corporate hangar:

- The initial price per square foot is \$0.38
- The rate will increase \$0.02 per sq. ft. annually
- The term for all leases shall be one year
- For each specific aircraft, prospective tenants must sign an agreement and rent a minimum of 2,300 sq. ft. of the hangar or the actual dimensions of their aircraft, whichever is larger. This ensures a base rental rate is achieved for aircraft less than 2,300 sq. ft. Aircraft larger than 2,300 sq. ft. will be charged for their actual dimensions.
- Aircraft leased in this hangar must be based and taxed in Rowan County
- Due to the possibility of congestion, aircraft parked on the common ramp outside of any of the corporate hangars for longer than 24 hours will be charged \$10 per day

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: March 14, 2017
SUBJECT: Consider Offer to Purchase County-Owned Property Located Off Julian Road

The County has received an offer to purchase .396 acres located off Julian Road behind tract 14, 4.837 acres, Parcel ID 4028 006 in the amount of \$8,597.

Attached is a letter from EVG Associates and a survey of the property.

The Board is asked to vote as to whether it wishes to accept the offer and instruct the Clerk to advertise through the upset bid process.

ATTACHMENTS:

Description	Upload Date	Type
EGV Associations Proposal Letter	3/14/2017	Cover Memo
EGV Associates Proposal For Increased Land	3/14/2017	Cover Memo
NC General Statute 160A-269	3/14/2017	Cover Memo

EGV Associates, LLC

1555 S. Cucamonga Avenue, Ontario Ca 91761

March 13, 2017

Aaron Church
Rowan County Manager
130 W. Innes Street
Salisbury, NC 28144

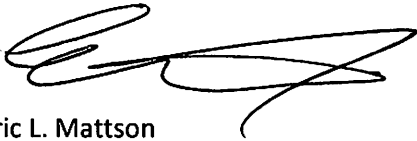
Mr. Church:

I am writing this letter in reference to our property purchase from the county last year (Tract 14, 4.837 acres EGV Associates, LLC, Parcel ID 4028 006) for the purpose of constructing a building for our related company Amrep, Inc. of Ontario California. As I believe you know, due to odd shape of the parcel and the required setback for the business park, we are having difficulty with the layout of our building and also are short of our required yard space.

We respectfully request that the county consider increasing the size of the parcel to help us meet our requirements to insure Amrep's new manufacturing facility will operate as needed. The current parcel size is 4.837 acres and we are proposing to purchase an additional .396 acres which would make the final parcel size 5.233 acres. Our proposal would be to purchase the additional .396 acres for the same amount per acre as the original purchase. The original purchase price was \$ 105,000.00 or \$21,707.67 per acre. Based on that price we would offer \$ 8,597.00 ($\$21,707.67 \times .396$) for the purchase of the additional land. I am attaching a copy of the map with a survey of the parcel showing the additional land we would like to purchase. It is the highlighted area.

We are very close to beginning the grading process for this project and are anxiously awaiting your response. If you have any questions or need additional information, you can contact me at 909-923-0430.

Thank you,

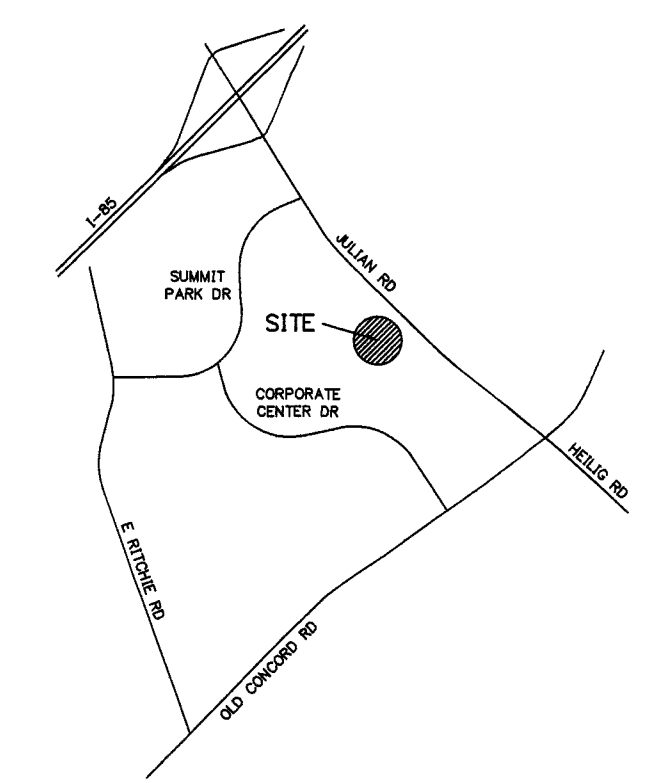


Eric L. Mattson
Member / Manager
EGV Associates, LLC

ROWAN COUNTY
FILED FOR REGISTRATION AT _____ O'CLOCK ____ M.
2017 AND REGISTERED IN MAP BOOK
9995 PAGE ____.

J.E. BRINDLE, REGISTER OF DEEDS

ASSISTANT/DEPUTY



VICINITY MAP *** NOT TO SCALE

TRACT 13
AFFORDABLE SUITES OF AMERICA, INC.
D.B. 879 PG. 575
PARCEL ID 402B 005
SUMMIT CORPORATE CENTER ***
BOOK OF MAPS 9995 PAGE 3750
ZONED CBI

REVISED TRACT 14
(4.837 ACRES)
EGV ASSOCIATES, LLC
D.B. 1280 PG. 248
PARCEL ID 402B 006
*** PROP. SURVEY FOR ROWAN COUNTY ***
BOOK OF MAPS 9995 PAGE 8163

Re-revised Tract 14
5.233 Acres

RESIDUAL TRACT
REMAINDER OF TRACT 9
ROWAN COUNTY
D.B. 231 PG. 7
PARCEL ID 402C 003
SUMMIT CORPORATE CENTER ***
BOOK OF MAPS 9995 PAGE 3750
9.252 AC. +/- BY SUBTRACTION
ZONED CBI

Line	Bearing	Distance
L1	S 45° 18' 54" E	30.75'
L2	S 49° 12' 32" W	14.71'
L3	S 19° 50' 18" W	16.51'
L4	N 19° 50' 18" E	36.25'
L5	S 61° 25' 37" E	188.48'
L6	S 19° 50' 33" W	42.91'
L7	S 65° 40' 18" W	34.84'

I, RICHARD L. SHULENBURGER, PROFESSIONAL LAND SURVEYOR, L-2667 N.C., CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

RICHARD L. SHULENBURGER, P.L.S. _____ DATE _____

- NOTES:
- THIS PROPERTY IS TO BE SERVED BY PUBLIC WATER AND SEWAGE SYSTEMS.
 - TOTAL AREA SURVEYED: 5.233 ACRES.
 - THIS PROPERTY IS ZONED CBI (ROWAN COUNTY).
 - ALL SIDE AND REAR LOT LINES ARE SUBJECT TO A 10' UTILITY EASEMENT ON EITHER SIDE.
 - THIS PROPERTY LIES IN DESIGNATED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) (SEE FIRM 3710565800J & 3710566800J). EFFECTIVE DATE (6-16-2009).
 - THIS PROPERTY IS NOT LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED.
 - ROWAN COUNTY DOES NOT GUARANTEE THE SUITABILITY OF ANY LOT FOR THE PLACEMENT OF A SEWAGE DISPOSAL AND/OR WATER SUPPLY SYSTEM.
 - P/O TRACT 9 (0.389 AC.) (P/O PARCEL ID 402C 003), P/O TRACT 14 & P/O TRACT A1 (0.007 AC.) (P/O PARCEL ID 402 090) ARE TO BE RECOMBINED BY DEED WITH THE EXISTING PROPERTY OF EGV ASSOCIATES, LLC (REVISED TRACT 14) (4.837 AC.) (PARCEL 402B 006) TO FORM RE-REVISED TRACT 14 CONTAINING A TOTAL OF 5.233 ACRES.

Note:
This combination will only become effective after the recordation of a document of title expressing the owners intent to combine the noted parcels in the Office of Rowan County Register of Deeds.

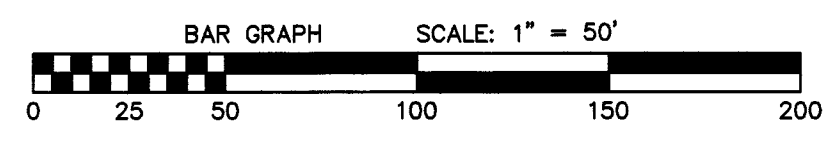
LOT 1
RICHARD B. NICHOLAS
D.B. 1088 PG. 609
PARCEL ID 402 048
*** SURVEY FOR ROGER & JOE GAINER ***
BOOK OF MAPS 9995 PAGE 1908
ZONED RR

RESIDUAL TRACT
REMAINDER OF TRACT A1
ROWAN COUNTY
D.B. 231 PG. 7
PARCEL ID 402 090
*** PROP. SURVEY FOR ROWAN COUNTY ***
BOOK OF MAPS 9995 PAGE 7829
5.674 AC. +/- BY SUBTRACTION
ZONED CBI

BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
50' FROM STREET RIGHT OF WAY LINE
10' FROM SIDE PROPERTY LINE
30' FROM SIDE PROPERTY LINE ABUTTING STREET
10' FROM REAR PROPERTY LINE

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT FOR RECORDATION IS AN EXCEPTION TO THE SUBDIVISION ORDINANCE OF ROWAN COUNTY, NORTH CAROLINA AS DEFINED IN SECTION 22-6.

SUBDIVISION ADMINISTRATOR _____ DATE _____
ROWAN COUNTY, NORTH CAROLINA



- LEGEND
- Existing Stone
 - Utility Pole
 - Ex. Iron (as described)
 - New Iron (#5 rebar)
 - Point (not set)
 - Nail
 - Centerline
 - Right-of-Way

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

I, _____, REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____



I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, D.B. (see references); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (N/A) PG. (N/A); THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000+ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 31st DAY OF JANUARY, 2017.

PROPERTY SURVEY FOR:
Rowan County

SCALE: 1" = 50'	REVISED TRACT 14 OF SURVEY FOR ROWAN COUNTY, P/O TRACTS 9 & 14 OF SUMMIT CORPORATE CENTER & P/O TRACT A1 OF SURVEY FOR ROWAN COUNTY
DATE: 1-31-2017	
LITAKER TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA	
REFERENCES: P/O Parcel ID 402 090, P/O Parcel ID 402C 003, Parcel ID 402B 006, Deed Book 231 Page 7 & Deed Book 1280 Page 248, Book of Maps 9995 Pages 3220, 3750, 7829 & 8163.	
SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A. (FIRM # C-1858) 516 N. MAIN ST., SALISBURY, N.C. PHONE: 704-637-9623	

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: March 10, 2017
SUBJECT: Financial Report

Please see attached graphs.

ATTACHMENTS:

Description

Graphs

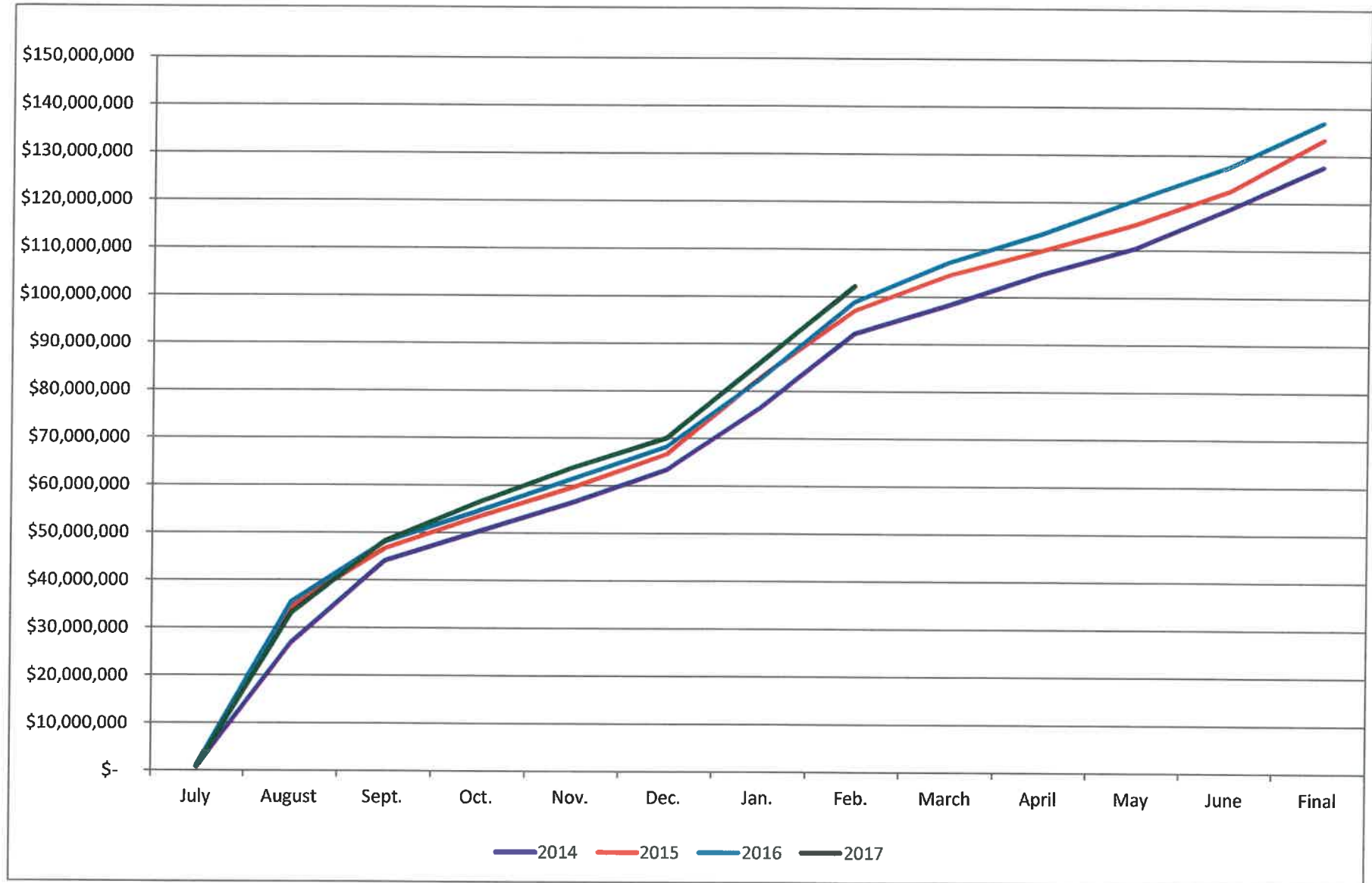
Upload Date

3/10/2017

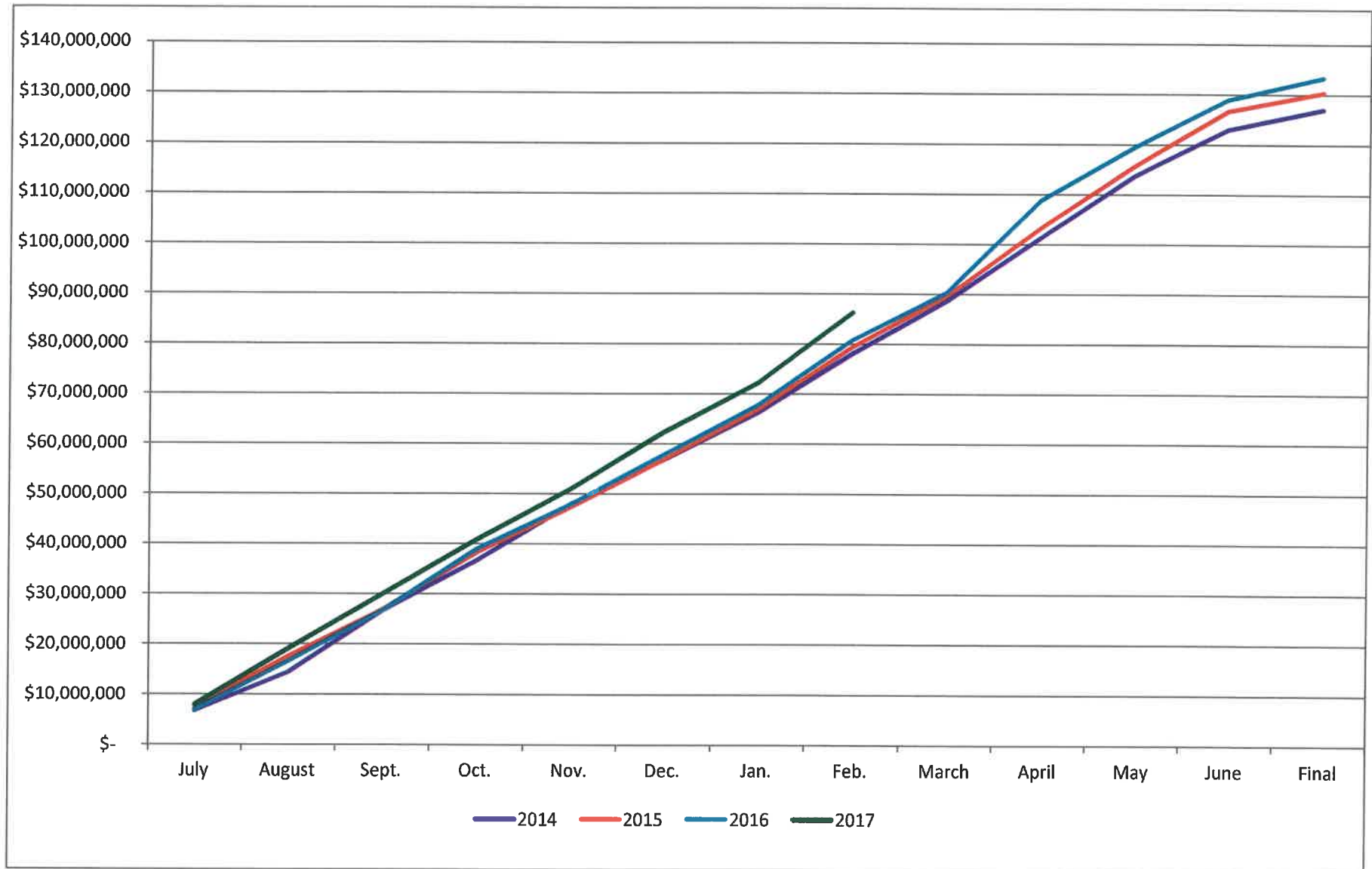
Type

Backup Material

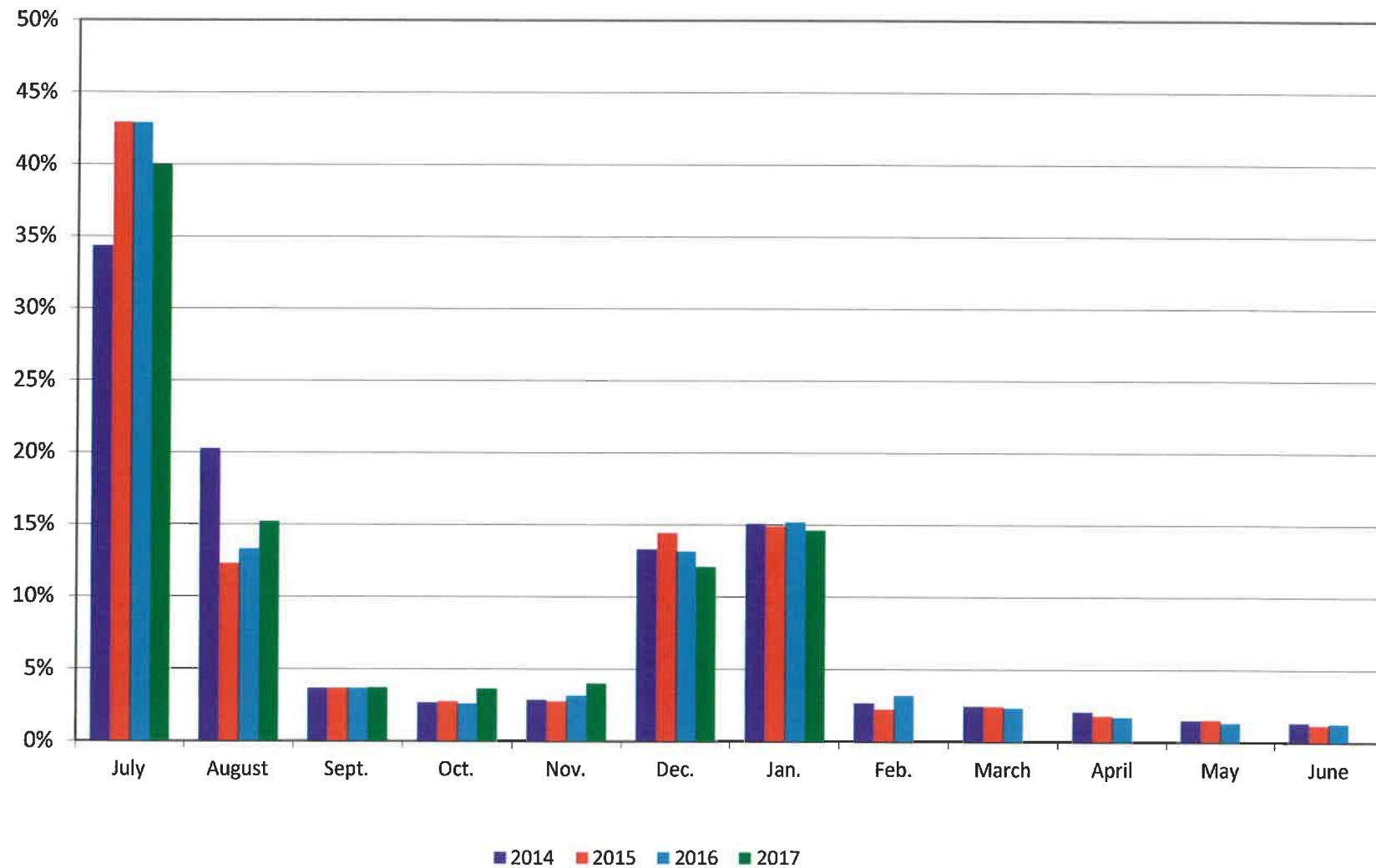
ROWAN COUNTY
GENERAL FUND
ANNUAL CUMULATIVE REVENUE COMPARISONS
FISCAL YEARS 2014 - 2017



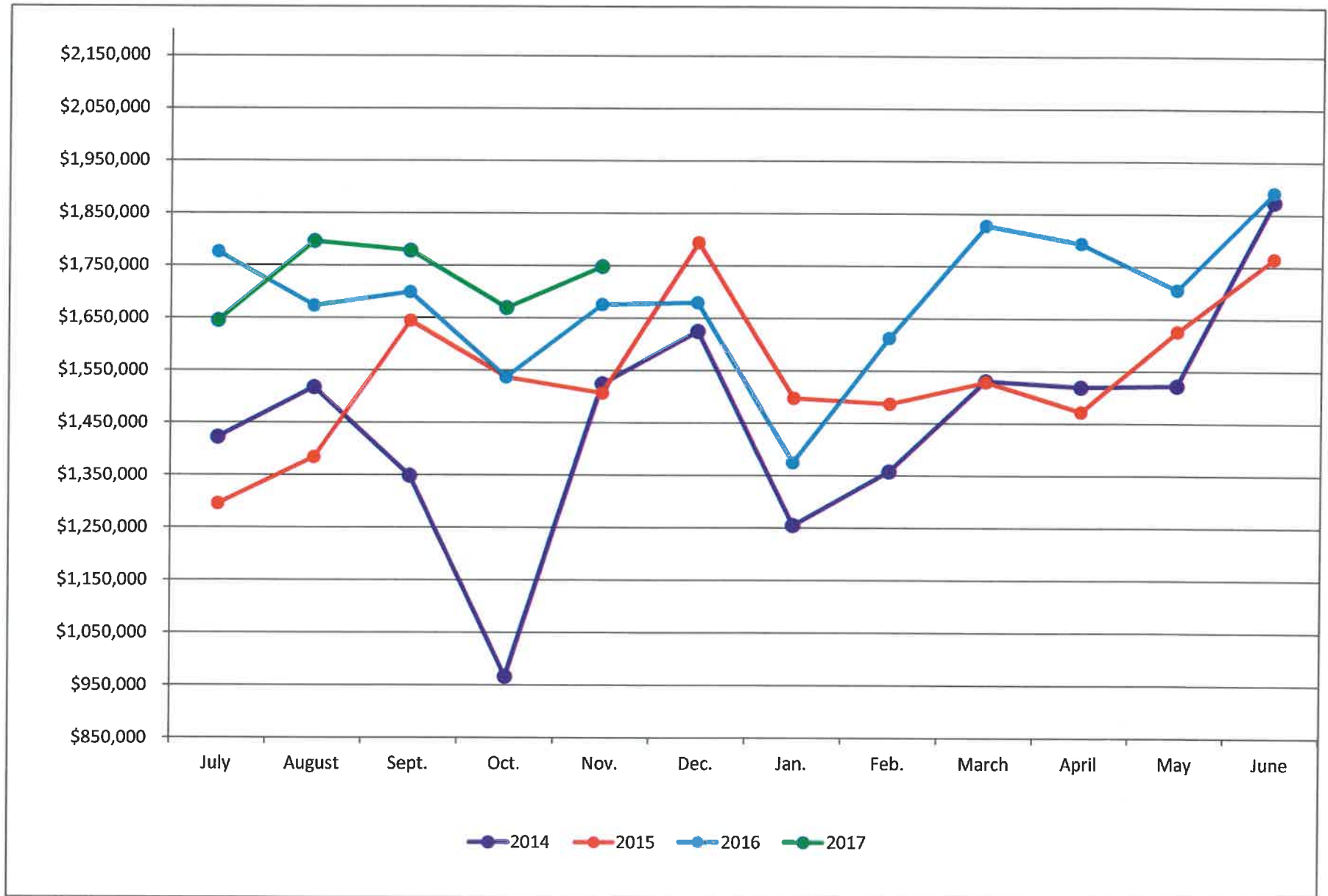
ROWAN COUNTY
GENERAL FUND
ANNUAL CUMULATIVE EXPENDITURE COMPARISONS
FISCAL YEARS 2014 - 2017



ROWAN COUNTY
GENERAL FUND
MONTHLY CURRENT YEAR PROPERTY TAX COLLECTIONS AS A PERCENTAGE OF BUDGET
Fiscal Years 2014 - 2017



ROWAN COUNTY
GENERAL FUND
MONTHLY SALES TAX COMPARISONS (EXCLUDING ARTICLE 44 *524c)
FISCAL YEARS 2014 - 2017



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: March 13, 2017
SUBJECT: Consider Approval of Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

3/14/2017

Type

Budget Amendment

[illegible]

To: Rowan County Board of Commissioners
From: Nina Oliver, Health Director & Mary Rachui, Nursing Supervisor
Date: 12/22/16
RE: New Grant Funding - Minority Diabetes Prevention Program

Situation:

Rowan County Health Department is participating in a Minority Diabetes Prevention Program through a regional program, in collaboration with Cabarrus Health Alliance.

Background:

One in 3 adults is living with prediabetes; nine in ten do not know they have it. African Americans, Hispanics, and Native Americans have a higher risk of being prediabetes. The North Carolina Office of Minority Health and Health Disparities is funding Minority Diabetes Screening Programs throughout the state. Ten regions across the state were designated; one county in each region was given fiduciary lead. Cabarrus Health Alliance is the lead county for our region and Rowan County Health Department has opted to participate in the program. The program screens for people who have prediabetes or are at risk, and offers a year long program (Prevent T2) to educate on lifestyle behaviors which can prevent transitioning from prediabetes to Type 2 diabetes.

Assessment:

Rowan County Health Department is screening patients for prediabetes risk factors and has partnered with Novant Health, Community Care Clinic of Rowan, and local churches for these screenings. The goal is to have one English speaking and one Spanish speaking class in Rowan County. To coordinate the program in Rowan County which will include staff time, materials, and support for classes, Rowan County will receive up to \$5,000.00.

Recommendation:

We request the Board of Commissioners' support of Rowan County Health Department's participation in this Minority Diabetes Prevention Program.

Cabarrus Health Alliance, Kannapolis, NC 28081

Page 1

Check Number: 00061211

Invoice Date	Invoice Number	Description	Invoice Amount
01/09/2017	2443	MDPP COUNTY PARTNER STIPEND PO# 2017489 GL-00295845-9447-50473	\$5,000.00
11452403-434043-52427			
Rec. on 1-20-17			
Vendor No. 1780	Vendor Name ROWAN COUNTY HEALTH DEPT.		Check No. 00061211
		Check Date 01/18/2017	Check Amount \$5,000.00

AP

Cabarrus Health Alliance
Public Health Authority of Cabarrus County
100 Mooresville Road
Kannapolis, NC 28081

Wells Fargo Bank, N.A.
Concord, NC
66-21/530

Vendor
Number
1780

Check
Date
01/18/2017

Check
Number
00061211

"This disbursement has been approved as required
by the Local Government Budget and Fiscal Control Act."

\$5,000.00

Pay Five Thousand Dollars and 00 cents *****

00061211

The
Order Of

ROWAN COUNTY HEALTH DEPT.
1811 EAST INNES STREET
SALISBURY, NC 28146

Sue K Yates MP
Authorized Signature
Wesley J. P. [Signature] MP
Authorized Signature

⑈00061211⑈ ⑆053000219⑆ 2020090073614⑈

REN

To: Rowan County Board of Commissioners
From: Nina Oliver, Health Director and Mary Rachui, Nursing Supervisor
Date: December 22, 2016
Re: Maternal Health Agreement Addendum Revision 1

Situation:

Rowan County Health Department was notified December 21, 2016 that additional funds will be added to the Maternal Health budget as of January 1, 2017.

Background:

Rowan County Health Department received a revision to the FY 16-17 Agreement Addendum from the Women's and Children's Health Branch adding one time additional funds to the original budgeted amount.

Assessment:

The additional amount of \$1,392.00 may be used for additional medical supplies for the maternity clinic, educational materials for prenatal education for individuals and group formats, and/or expenses for additional staff to participate in staff development and training events.

Recommendations:

The health department requests the Board of Commissioner's recommendation for approval of the revised maternal health budget from \$32,439 to \$33,831.

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

FY17 Activity: 101 Maternal Health (HMHC)**Supplement 2**Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ n/a

CFDA #: 93.994	Federal awd date: 10/22/15	Is award R&D? no	FAIN: B04MC29320	Total amount of federal awd: \$ 3,395,280			
CFDA name: Maternal and Child Health Services Block Grant	Fed award project description: Maternal and Child Health Services						
	Fed awarding agency: DHHS, Health Resources and Services Administration	Federal award indirect cost rate: n/a				%	%
Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity	Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity
Alamance	965194483	\$2,668	\$28,811	Jackson	019728518	\$0	\$0
Albemarle	130537822	\$2,642	\$6,086	Johnston	097599104	\$3,423	\$40,210
Alexander	030495105	\$1,032	\$11,829	Jones	095116935	\$555	\$6,175
Anson	847163029	\$1,702	\$18,235	Lee	067439703	\$1,199	\$12,740
Appalachian	780131541	\$1,155	\$13,288	Lenoir	042789748	\$628	\$6,491
Beaufort	091567776	\$1,597	\$16,800	Lincoln	086869336	\$1,451	\$16,803
Bladen	084171628	\$1,385	\$14,773	Macon	070626825	\$1,600	\$19,000
Brunswick	091571349	\$1,682	\$19,553	Madison	831052873	\$1,111	\$12,774
Buncombe	879203560	\$0	\$0	MTW	087204173	\$1,610	\$18,694
Burke	883321205	\$1,606	\$18,650	Mecklenburg	074498353	\$0	\$0
Cabarrus	143408289	\$3,441	\$40,425	Montgomery	025384603	\$2,138	\$17,663
Caldwell	832413673	\$1,193	\$12,668	Moore	050988146	\$555	\$6,175
Carteret	058735804	\$1,640	\$19,052	Nash	050425677	\$107	\$856
Caswell	077846053	\$617	\$6,905	New Hanover	040029563	\$4,626	\$26,039
Catawba	083677138	\$1,421	\$16,448	Northampton	097594477	\$706	\$7,338
Chatham	131356607	\$963	\$11,016	Onslow	172663270	\$1,299	\$14,278
Cherokee	130705072	\$241	\$2,254	Orange	139209659	\$1,027	\$11,768
Clay	145058231	\$93	\$687	Pamlico	097600456	\$269	\$2,779
Cleveland	879924850	\$798	\$8,351	Pender	100955413	\$900	\$10,266
Columbus	040040016	\$3,843	\$41,667	Person	091563718	\$484	\$5,323
Craven	091564294	\$3,400	\$39,943	Pitt	080889694	\$5,042	\$54,778
Cumberland	123914376	\$8,183	\$96,720	Randolph	027873132	\$0	\$0
Dare	082358631	\$602	\$6,730	Richmond	070621339	\$2,341	\$21,621
Davidson	077839744	\$4,799	\$56,545	Robeson	082367871	\$4,584	\$33,415
Davie	076526651	\$1,807	\$21,030	Rockingham	077847143	\$433	\$4,355
Duplin	095124798	\$2,288	\$26,743	Rowan	074494014	\$1,392	\$16,189
Durham	088564075	\$6,401	\$75,567	RPM	782359004	\$1,702	\$19,784
Edgecombe	093125375	\$2,795	\$32,764	Sampson	825573975	\$3,159	\$34,184
Forsyth	105316439	\$4,494	\$48,788	Scotland	091564146	\$1,397	\$14,245
Franklin	084168632	\$969	\$11,084	Stanly	131060829	\$1,779	\$20,704
Gaston	071062186	\$5,574	\$65,743	Stokes	085442705	\$0	\$0
Graham	020952383	\$315	\$3,321	Surry	077821858	\$1,856	\$21,618
Granville-Vance	063347626	\$4,624	\$50,207	Swain	146437553	\$229	\$2,126
Greene	091564591	\$592	\$6,607	Toe River	113345201	\$2,179	\$25,443
Guilford	071563613	\$8,849	\$104,622	Transylvania	030494215	\$0	\$0
Halifax	014305957	\$1,367	\$13,972	Union	079051637	\$1,630	\$18,928
Harnett	091565986	\$428	\$4,662	Wake	019625961	\$4,590	\$54,060
Haywood	070620232	\$201	\$1,965	Warren	030239953	\$588	\$6,136
Henderson	085021470	\$2,623	\$30,720	Wayne	040036170	\$5,167	\$60,920
Hertford	627320971	\$0	\$0	Wilkes	067439950	\$439	\$4,424
Hoke	091563643	\$1,945	\$17,986	Wilson	075585695	\$3,519	\$41,356
Hyde	832526243	\$540	\$5,987	Yadkin	089910624	\$1,149	\$12,862
Iredell	074504507	\$1,621	\$19,004				

[illegible]

To: Rowan County Board of Commissioners
From: Shanelle Wilkey, WIC Director & Nina Oliver, Health Director
Date: 1/30/17
Re: WIC Agreement Addendum Revision for FY 16-17

Situation:

Rowan County Health Dept./WIC Program received a WIC Agreement Addendum Revision on January 30, 2017 and notified that as of February 1, 2017 the per participant rate will increase by \$.50, from \$15.25 to \$15.75 for the service period of February-May (SFY 2017).

Background:

The assigned base caseload for Rowan County WIC Program for SFY 16-17 is 2,997.

Assessment:

Due to this increase in per participant rate, the Rowan County Health Department/WIC Program will receive an additional \$5,994 for the service period February-May 2017. The original budget specifically for service period February-May was \$182,817 with a total budget for SFY 16-17 of \$548,451. Due to this increase, the new budget specifically for service period February-May 2017 is \$188,811 with a new total budget for SFY 16-17 of \$554,445.

Recommendation:

The Rowan County Health Department/WIC Program recommends that the Rowan County Board of Commissioners approve this budget amendment and the acceptance of the additional funds in the amount of \$5,994.

2,997.00 x
0.50 x
4.00 =
5,994.00 *

Division of Public Health

Agreement Addendum

FY 16-17

Page 1 of 2

Rowan County Health Department
Local Health Department Legal Name

403 WIC
Activity Number and Description

06/01/2016 – 05/31/2017
Service Period

07/01/2016 – 06/30/2017
Payment Period

Women's and Children's Health Section
Nutrition Services Branch
DPH Section/Branch Name

Sheila J. Hirt, (919) 707-5793
Sheila.Hirt@dhhs.nc.gov
DPH Program Contact
(name, telephone number with area code, and email)

DPH Program Signature Date
(only required for a negotiable agreement addendum)

- ☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 1 (Please do not put the Budgetary Estimate revision # here.)

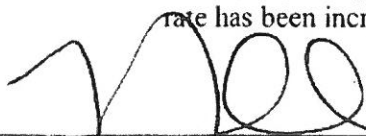
I. **Background:**
No change.

II. **Purpose:**
This Agreement Addendum Revision #1 provides additional funding to the Local Health Department as described in Section IV Performance Measures/Reporting Requirements below. This additional funding allows the Local Health Department to further enhance its ability to continue with the objective of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

III. **Scope of Work and Deliverables:**
No change.

IV. **Performance Measures/Reporting Requirements:**
As of February 1, 2017, this Agreement Addendum Revision #1 adds Subparagraph 2 to Paragraph A. Performance Measures as follows:

2. Budget additional annual funds among the four WIC activities to include the increased rate of \$0.50 per participant, per month, for the remainder of the Service Period. The current participant rate has been increased from \$15.25 to \$15.75 per participant per month.



Health Director Signature (use blue ink)

1-30-2017
Date

Local Health Department to complete:
(If follow-up information is needed by DPH)

LHD program contact name: Shanelle Wilkey
Phone number with area code: 704-216-8835
Email address: shanelle.wilkey@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document.

Revised July 2015

V. **Performance Monitoring and Quality Assurance:**

No Change

VI. **Funding Guidelines or Restrictions:** (if applicable)

As of February 1, 2017, this Agreement Addendum Revision #1 adds Paragraph F as follows:

- F. Additional funds have been placed in the 'Client Services' category as detailed on Attachment B-1. If the Local Health Department chooses to further distribute funds among the four WIC activities, adhering to threshold requirements, it may do so by completing the Attachment B-1 "WIC Budget Page" and submitting it to the Nutrition Services Branch's State Office.

FY17 Activity: 403 WIC

Supplement 6

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

CFDA #: 10.557 Federal awd date: 10/1/16 Is award R&D? no FAIN: 175NC705W1003 Total amount of fed awd: \$ 17,585,752

CFDA Special Supplemental Nutrition Program for
name: Women, Infants, and ChildrenFed award
project
description: Women Infants & ChildrenFed awarding
agency: USDA, Food and Nutrition ServiceFederal award
indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity	Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity
Alamance	965194483	\$8,234	\$761,645	Jackson	019728518	\$1,704	\$157,620
Albemarle	130537822	\$6,486	\$599,345	Johnston	097599104	\$8,322	\$769,785
Alexander	030495105	\$1,434	\$132,645	Jones	095116935	\$454	\$41,995
Anson	847163029	\$1,664	\$153,768	Lee	067439703	\$3,802	\$351,685
Appalachian	780131541	\$3,232	\$298,960	Lenoir	042789748	\$3,740	\$345,950
Beaufort	091567776	\$3,306	\$305,805	Lincoln	086869336	\$3,586	\$331,705
Bladen	084171628	\$2,180	\$201,650	Macon	070626825	\$2,234	\$206,645
Brunswick	091571349	\$4,652	\$429,761	Madison	831052873	\$1,138	\$105,265
Buncombe	879203560	\$9,300	\$860,250	MTW	087204173	\$2,652	\$245,066
Burke	883321205	\$4,836	\$447,330	Mecklenburg	074498353	\$45,314	\$4,267,855
Cabarrus	143408289	\$8,742	\$808,635	Montgomery	025384603	\$2,214	\$204,795
Caldwell	948113402	\$3,722	\$344,285	Moore	050988146	\$3,706	\$342,805
Carteret	058735804	\$2,610	\$241,090	Nash	050425677	\$5,894	\$545,195
Caswell	077846053	\$1,118	\$103,415	New Hanover	040029563	\$7,158	\$662,115
Catawba	083677138	\$8,570	\$795,225	Northampton	097594477	\$1,288	\$119,140
Chatham	131356607	=	=	Onslow	172663270	\$15,786	\$1,460,205
Cherokee	130705072	\$1,464	\$135,420	Orange	139209659	=	=
Clay	145058231	\$548	\$49,470	Pamlico	097600456	\$696	\$64,380
Cleveland	879924850	\$5,700	\$527,250	Pender	100955413	\$2,746	\$254,005
Columbus	040040016	\$4,050	\$374,625	Person	091563718	\$2,006	\$185,555
Craven	091564294	\$6,486	\$599,955	Pitt	080889694	\$9,134	\$844,895
Cumberland	123914376	\$26,942	\$2,492,135	Randolph	027873132	\$7,926	\$733,155
Dare	082358631	\$1,584	\$146,398	Richmond	070621339	\$3,318	\$306,915
Davidson	077839744	\$7,776	\$719,280	Robeson	082367871	\$9,492	\$878,010
Davie	076526651	\$1,844	\$170,570	Rockingham	077847143	\$4,376	\$404,780
Duplin	095124798	\$4,990	\$461,575	Rowan	074494014	\$5,994	\$554,445
Durham	088564075	=	=	RPM	782359004	\$7,152	\$661,560
Edgecombe	093125375	\$4,066	\$376,105	Sampson	825573975	\$4,026	\$372,405
Forsyth	105316439	\$20,798	\$1,923,815	Scotland	091564146	\$3,486	\$322,455
Franklin	084168632	\$2,812	\$260,110	Stanly	131060829	\$3,112	\$287,860
Gaston	071062186	\$9,550	\$883,375	Stokes	085442705	\$1,812	\$167,610
Graham	020952383	\$636	\$57,763	Surry	077821858	\$3,946	\$365,005
Granville-Vance	063347626	\$5,124	\$473,970	Swain	146437553	\$740	\$68,206
Greene	091564591	\$1,508	\$139,490	Toe River	113345201	\$2,862	\$264,735
Guilford	071563613	\$25,846	\$2,390,755	Transylvania	030494215	\$1,334	\$123,395
Halifax	014305957	\$3,426	\$316,082	Union	079051637	\$7,672	\$709,660
Harnett	091565986	\$5,990	\$553,862	Wake	019625961	\$34,974	\$3,235,095
Haywood	070620232	\$2,934	\$271,395	Warren	030239953	\$1,198	\$110,815
Henderson	085021470	\$4,726	\$437,155	Wayne	040036170	\$8,304	\$768,120
Hertford	627320971	\$1,708	\$157,990	Wilkes	067439950	\$3,542	\$327,635
Hoke	091563643	\$3,778	\$349,465	Wilson	075585695	\$5,516	\$510,230
Hyde	832526243	\$264	\$24,420	Yadkin	089910624	\$2,070	\$191,475
Iredell	074504507	\$7,318	\$676,915				

[illegible]

DELTA DENTAL FOUNDATION

PO Box 30416
Lansing, MI 48909-7916

COMERICA

PO Box 75000
Detroit, MI 48275-7510

Check No. 003546

Date 01/12/2017

Pay Amount \$2,000.00***

Pay *****TWO THOUSAND AND XX / 100 DOLLAR*****

To The
Order Of **ROWAN COUNTY HEALTH DEPARTMENT**
130 WEST INNES STREET
SALISBURY, NC 28144

James H. Geloch

Authorized Signature

⑈003546⑈ ⑆072000096⑆ 1851152767⑈

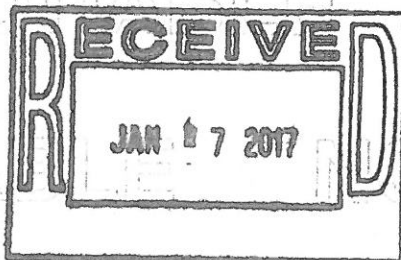
11452286-464099-52411

Check Date: Jan/12/2017

Vendor Number: 0000093201

Check No. 003546

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount
COU2000 00JAN17	Jan/05/2017	00007107	2,000.00	0.00	0.00	2,000.00



Check Number

Date

Total
Gross Amount

Total
Discounts

Total
Late Charges

Total
Paid Amount

003546

Jan/12/2017

\$2,000.00

\$0.00

\$0.00

\$2,000.00

CND

[illegible]

Torres, Madeline

From: Drake, Charles H
Sent: Wednesday, February 15, 2017 3:28 PM
To: Torres, Madeline
Subject: FW: ServSafe

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Thanks,

Charles H. Drake
Budget Analyst
Rowan County Health Department
1811 E. Innes Street
Salisbury, NC 28146
Phone (704) 216-8829
Fax (704) 216-7991
Email: charles.drake@rowancountync.gov
Website: www.rowancountync.gov/healthdepartment

From: Helmstetler, Tad
Sent: Wednesday, January 25, 2017 3:38 PM
To: Oliver, Nina M.; Drake, Charles H
Subject: ServSafe

Nina and Charles,

Our ServSafe course is taught on a quarterly basis. The first class for calendar year 2017 is scheduled for March. Each class requires the purchase of 16 ServSafe books and 10 additional answer sheets. These materials cost \$1,639.47 for each class. We need an additional \$6,600 added to our Office Supplies budget to fund all four sessions of ServSafe this year. I believe the revenue produced by our fees is sufficient to offset this expense figure.

Tad

Tad W. Helmstetler REHS, MPA
Environmental Health Supervisor
(704) 216-8533
Tad.helmstetler@rowancountync.gov

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Rowan Transit

EXPLANATION IN DETAIL:


To move RGP Transportation Grant Funds to use as Local Match on the FED EDTAP Grant Funds

Prepared by: Kristy Cowden

Date: 2/28/2017

BUDGET INFORMATION:

[illegible]

Signature 

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

The following expenditures and/or revenues are revised based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount we receive and may increase or decrease the original budget estimate.

Prepared by: Kelly Johnson
Date: 3/3/2017

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Share The Warmth	E	33000-000-582044-000	\$939	
Share The Warmth	R	33000-5317-434067-000	\$939	
Crisis Intervention Payments	E	33000-000-593010-000		\$32,136
Crisis Intervention Payments	R	33000-5317-431069-000		\$32,136
LIEAP Benefit Payments	E	33000-352-593011-100		\$32,136
LIEAP	R	33000-5317-431070-000		\$32,136
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____X_____		Approved: _____	Budget Revision # 09 - 088	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: 2-24-17		Date: _____	Posted by: _____	
Signature:		Signature:		
[Handwritten Signature]			Approved by: _____	

[illegible]

DEPARTMENTAL REQUEST FOR BUDGET ACTION

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
E-Waste Management	R	6144730-435034	9,689	
Electronics Management	E	6154730-533066	9,689	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: ✓		Approved:	Budget Revision #	09-436
Disapproved:		Disapproved:	Date Posted:	3-9-17 A
Amended:		Amended:	Group Number:	
Date: 3/08/17		Date:	Posted by:	
Signature: P. Hendrick		Signature:	Approved by:	

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget the proceeds from the sale of the Thompson machine gun for the Sheriff's Office

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Sale of Property	R	1144410-492030-44101	37,850	
Other Small Equipment	E	1154410-561095-44101	18,925	
F/A - Other	E	1154410-576900-44101	18,925	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____		Date: _____	Posted by: _____	
Signature: _____		Signature: _____	Approved by: _____	

140

50-1291/219

RUSSELL BRIAN STUMP TR FBO
R. BRIAN STUMP LIVING TRUST
 UA AUG 25, 2004
 8491 GRENNAN WOODS
 POWELL, OH 43065-8027

DATE 10/1/10

PAY TO THE ORDER OF Rowan County \$ 37,850.00

THIRTY SEVEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS

TD Ameritrade
 Payable through:
 TD Bank USA, N.A.
 Member FDIC

MEMO R. B. Stump

⑆021912915⑆ 7403950798⑈ 0140

* Proceeds From sale of
 Thompson Machine Gun

114-3390-492-030

Sale of Property

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget appropriated fund balance and additional funds for the Pre-Trial Services Division

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Balance	R	1144425-495010	12,000	
Bonds - Pre-Trial	E	1154425-550005	12,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____ 3/13/17		Date: _____	Posted by: _____	
Signature: P. Hendrick		Signature:	Approved by: _____	

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Ad Valorem Taxes	R	2144340-411001	131,000	
Cleveland Fire District	E	2154340-586003	60,000	
Locke Fire District	E	2154340-586011	15,000	
Pooletown Ferry Fire District	E	2154340-586014	15,000	
Richfield/Misenheimer Fire Dist.	E	2154340-586015	1,000	
South Salisbury Fire District	E	2154340-586020	40,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: <u>✓</u>		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: <u>3/13/17</u>		Date: _____	Posted by: _____	
Signature: <u>P. Neidich</u>		Signature: _____	Approved by: _____	