



**ROWAN COUNTY COMMISSION AGENDA**  
**April 17, 2017 - 6:00 PM**  
**J. Newton Cohen, Sr. Room**  
**J. Newton Cohen, Sr. Rowan County Administration Building**  
**130 West Innes Street, Salisbury, NC 28144**

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: April 3, 2017

1 Consider Approval of Consent Agenda

- A. Proclamation To Establish May As Shield-A-Badge With Prayer Awareness Month
- B. Proclamation for Law Enforcement Week
- C. Proclamation for Relay for Life "Paint the County Purple" Week
- D. Refunds for Approval
- E. Set Quasi-Judicial Hearing for CUP 02-17 for May 1, 2017
- F. Resolution Requesting Restoration to Counties of the Statutorily Authorized Appropriation of Lottery Funds
- G. Accept Funding From Connect Bond Grant For Ellis Park
- H. Resolution Authorizing Sale of Property - EVG Associates, LLC

2 Announcements

A. Community Job Fair

- 3 Public Comment Period
- 4 Proclamation for Animal Shelter Volunteer Appreciation Week
- 5 Proclamation Honoring Jacob F. Alexander, III
- 6 Consider Approval of FSW 01-17
- 7 Consider Approval of Work Authorization for Airport Runway Overlay Crown and Groove
- 8 Consider Approval of Design for Airport Conference Room
- 9 Consider Crimestoppers Request for Funding
- 10 Financial Report
- 11 Closed Session
  - To Consider Approval of the March 6, 2017 Closed Session Minutes
  - To Consider Real Property Purchase
  - For Attorney-Client Privileged Communication Regarding Pending Zoning Appeal
- 12 Adjournment

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



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** April 12, 2017  
**SUBJECT:** Consider Approval of the Minutes: April 3, 2017

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**ATTACHMENTS:**

**Description**

April 3, 2017 Minutes

**Upload Date**

4/12/2017

**Type**

Cover Memo

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



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

**DRAFT**

**Rowan County Board of Commissioners**

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

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

**April 3, 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  
Judy Klusman, Member  
Craig Pierce, Member

Absent: Mike Caskey, 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**

There were no additions to the agenda.

**CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

**CONSIDER APPROVAL OF THE AGENDA**

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda passed unanimously (4-0).

**CONSIDER APPROVAL OF THE MINUTES**

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the minutes of the March 20, 2017 Commission Meeting passed unanimously (4-0).



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

Commissioner Klusman moved approval of the Consent Agenda. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

The Consent Agenda consisted of the following:

### **A. Public Health Week Proclamation**

WHEREAS, the Rowan County Board of Commissioners recognizes and acknowledges public health's 137 years of service to the residents of Rowan County and the immeasurable contribution these services are to the quality of life in our county; and

WHEREAS, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for Rowan County residents, such that Rowan County residents now have an average life expectancy at birth of more than 75 years; and

WHEREAS, Rowan County's public health system plays an essential role in controlling the spread of communicable diseases, foodborne illnesses and is a critical component of the state's emergency response to natural and man-made disasters and widespread disease outbreaks in North Carolina; and

WHEREAS, public health plays a critical role in eliminating health inequities and is committed to a continued emphasis on prevention and preventing chronic diseases and injuries, resulting in improved productivity, decreased health care costs for all, and helping Rowan County citizens research a better state of health; and

WHEREAS, Rowan County's public health system has protected residents from dangers associated with contaminated drinking water and eating fish contaminated with toxins, and from indoor hazards such as asbestos and lead in the built environment; and

WHEREAS, Rowan County communities, businesses, hospitals and health care providers, individuals and families, decision makers and policy creators, schools, churches, and child care facilities must work together to identify and develop innovative solutions to health problems facing the people of Rowan County.

NOW, THEREFORE BE IT PROCLAIMED by the Rowan County Board of Commissioners that the first full week in April is Public Health Week in Rowan County.

### **B. Request to Terminate Ambulance Franchise – Quality Care of Rowan County**

### **C. OCOC Grant Acceptance Approval**

### **D. Proclamation for Child Abuse Prevention Month**

WHEREAS, child maltreatment is a community problem and finding a solution depends upon involvement among people throughout the community; and

WHEREAS, child maltreatment occurs when parents find themselves in stressful situations without community resources and unable to cope; and

WHEREAS, approximately 126,962 children were reported abused and/or neglected in North Carolina in Fiscal Year 2016; and



WHEREAS, 25 children were victims of homicide due to abuse or neglect in North Carolina during the year 2014; and

WHEREAS, the majority of child maltreatment cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, the effects of child maltreatment are felt by whole communities, and need to be addressed by the entire community; and

WHEREAS, effective child maltreatment prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

THEREFORE, the Rowan County Commissioners, do hereby proclaim April 2017 as Child Abuse Prevention Month in Rowan County and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to prevent child maltreatment and strengthen the communities in which we live.

E. CenturyLink Contracts for Backup 911 Center

F. Acceptance of Letter of Intent to Fund Dukeville Water Line Project

## **2. PUBLIC COMMENT PERIOD**

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

## **3. QUASI-JUDICIAL HEARING FOR CUP 01-17**

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for CUP 01-17 to be in session. Chairman Edds said the hearing would focus on an application submitted by Scottie Goodman to construct a residential storage facility on Tax Parcel 359G-014 located at the 100 block of North Bellwood Road.

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

Shane Stewart, Assistant Planning Director, presented the Staff Report (Exhibit B) and provided a power point (Exhibit C) as he discussed the site in question, as well as the surrounding areas.

Mr. Stewart said Mr. Goodman was requesting a conditional use permit to accommodate a 1,440 square foot residential storage facility on lot 47 in the Faith Farms Subdivision. Using the power point (Exhibit B), Mr. Stewart pointed out the lot for the proposed structure, which would be located behind his residence at 457 Faith Farm Road (lot 48) and used to store a boat, jet skis, cars and other personal storage items.

Mr. Stewart highlighted the conditional use requirements, as well as the evaluation criteria contained in the Staff Report (Exhibit B).

Mr. Stewart provided the Board with suggested Findings of Fact (Exhibit D).

According to the Staff Report (Exhibit B), 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 the properties were combined, the lots could only be re-established if N. Bellwood Road was accepted for maintenance by the North Carolina Department of Transportation (NCDOT).

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

Mr. Stewart provided the Board with example Findings of Fact.

Commissioner Klusman inquired as to the reception of the neighbors for the building. The applicant, Scottie Goodman said he was friends with everyone he spoke with in the area and there were no complaints.

With no further testimony to be provided, Chairman Edds closed the public hearing.

- Commissioner Greene moved that the development of the property in accordance with the proposed conditions will not materially endanger the public health or safety and he added a condition of approval to include compliance with applicable Faith Farms covenants and restrictions.

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

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

The motion was seconded by Commissioner Pierce and passed unanimously.

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

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

Commissioner Pierce seconded and the motion carried unanimously (4-0).



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

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

**FACT:** Restrictive covenants for Faith Farms 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.

Commissioner Pierce seconded and the motion passed unanimously (4-0).

Commissioner Pierce moved to approve CUP 01-17. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

#### **4. CONSIDER APPROVAL OF APPLICATIONS FOR VOLUNTARY AGRICULTURAL DISTRICT PROGRAMS**

Chairman Edds read the memorandum in the agenda packet as follows:

- The Agricultural Advisory Board received an application from the Voluntary Agricultural District Program from Christopher and Christine Morgan as follows:

19.81 acres on Miller Road, China Grove, NC  
8 acres Cress School Road, China Grove, NC  
33 acres Cooper Road, Salisbury, NC

- The Agricultural Advisory board also received an application from L. Kim and Connie Starnes for the following Enhanced Agricultural District Program:

33.57 acres on Long Ferry Road, Salisbury, NC  
4.28 acres Long Ferry Road, Salisbury, NC  
4.46 acres Long Ferry Road, Salisbury, NC

The Agricultural Advisory Board met on February 16, 2017 and determined the above applications met the requirement of the Voluntary Agricultural District and the Enhanced Voluntary Agricultural District Programs.

Amy Lynn Albertson, County Extension Director, discussed the requirements for farms to enroll in the program. Ms. Albertson said the program allowed the land

to be farmed at a lower tax rate. Ms. Albertson reported Rowan County was the first in the State to adopt a Farmland Preservation Plan and adopt ordinances for the voluntary agricultural districts.

With regards to the two (2) applications, Ms. Albertson said the Morgan's were active cattle farmers and were asking to enroll their property that is qualified for present use value. The Starnes' were asking to enroll property they recently purchased to incorporate in with other property they had already enrolled.

Chairman Edds asked why there had been no applications since 2014. Ms. Albertson responded there was a big push in the early 2000's to enroll a lot of farms so part of the reason was there were not that many existing farms not already in the program. Ms. Albertson also attributed the applications to a change in leadership that desired to ensure farmland was visible and preserved in the County.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the applications as listed above passed unanimously (4-0).

## **5. I-85 WATER AND SEWER CASINGS TASK ORDER**

County Manager Aaron Church discussed a task order from McGill Engineers to begin the process of installing casings for water and sewer under I-85 at the proposed interchange on the south end of Rowan County.

Mr. Church provided a power point as he explained the planning process and discussed the justification for the request. The power point highlighted the planning, financial, design and permitting, and bidding and construction.

Mr. Church reported the engineers for the project said installation of the proposed casings for installation of water and sewer under the proposed I-85/Old Beatty Ford Road interchange are much less costly when planned and installed prior to installation of the proposed bridge and access ramps. According to the engineers, the costs would increase four (4) fold, or go from approximately \$125 per linear foot to approximately \$500 per linear foot.

Commissioner Pierce moved, Commissioner Greene seconded and the motion to approve the I-85 casing task order passed unanimously (4-0).

## **6. CONSIDER APPROVAL OF BUDGET AMENDMENTS**

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

- Finance – To budget \$10,000 bequest to the Animal Shelter from the late Marion N. Purcell
- Finance – To budget Tier II-2017 LEPC Grant for enhanced hazard chemical facility planning - \$8,000



- To budget One NC Fund grant for Agility Fuel Systems - \$ 300,000
- Finance – To budget the NC Museum of Natural Sciences Grant that was awarded to Animal Services-Dan Nicholas Wildlife and Nature Center - \$61,913
- Sheriff – Projected expected revenue for concealed weapon permit revenue account and budget the revenue to proper expense account – \$103,140
- Finance – To budget the Rural Economic Development Grant from the Department of Commerce for the Aldo Building Reuse Program - \$190,035

Commissioner Klusman moved approval of the budget amendments as presented. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

## **7. CONSIDER APPROVAL OF BOARD APPOINTMENTS**

### **AGRICULTURAL ADVISORY BOARD**

There are two (2) vacancies and the following application was received:

- Randall Dale Elum for reappointment in the role as Farmer. In order to reappoint Mr. Elum, the Board would need to waive the term limits set forth in the September 2012 Resolution.

Commissioner Klusman moved to waive the term limits and reappoint Mr. Elum. Commissioner Greene seconded and the motion carried unanimously (4-0).

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

### **HISTORIC LANDMARKS COMMISSION**

There are two (2) at large vacancies. Karen Hobson submitted an application.

Commissioner Greene moved to appoint Karen Hobson. The motion was seconded by Commissioner Pierce and carried unanimously (4-0).

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

### **ADULT CARE HOME ADVISORY COMMITTEE**

There are ten (10) at large vacancies. James Darrell Rollins has applied.

Commissioner Klusman moved to appoint James Darrell Rollins. The motion was seconded by Commissioner Pierce and carried unanimously (4-0).

The term is for one (1) year beginning May 1, 2017 and expiring April 30, 2018.



## **PERSONNEL COMMISSION**

Shawn Edman applied to serve on the Personnel Commission; however, Mr. Edman's county of residence is Iredell County.

Based on the residency requirements in the Board of Commissioners Resolution for the Rowan County Appointment Process for Boards and Commissions, Chairman Edds asked the Clerk to advertise for additional applications. No further applications were received.

There is one (1) at large vacancy and the Board is asked to consider whether it wishes to waive the residency requirement and appoint Mr. Edman. The term would be April 1, 2017 through March 31, 2021.

Commissioner Greene moved to waive the residency requirement and appoint Mr. Edman. Commissioner Klusman seconded and the motion carried unanimously (4-0).

## **ELLIS CROSS COUNTRY VFD FIRE COMMISSIONERS**

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

- David Andrew Braun for reappointment
- Steven Neal Mock
- James Hartman
- Marc Christopher Fries

The terms are for two (2) years beginning May 1, 2017 and expiring April 30, 2019.

Commissioner Pierce nominated Steven Neal Mock, James Hartman and Marc Christopher Fries. The motion was seconded by Chairman Edds and passed unanimously (4-0).

## **ENOCHVILLE VFD FIRE COMMISSIONERS**

- John Sims has resigned and Jonathan Jenkins submitted an application to fill the vacancy. The term expires August 31, 2017 at which time Mr. Jenkins would be eligible to serve a full term.

Commissioner Pierce made a motion to accept John Sims's resignation. Commissioner Greene seconded and the motion carried unanimously.

Commissioner Pierce moved to appoint Jonathan Jenkins. Commissioner Greene seconded and the motion carried unanimously (4-0).

The term expires August 31, 2017 at which time Mr. Jenkins would be eligible to serve a full term.

**8. REPORTS**

**A. Rowan County Community Child Protection and Fatality Prevention Team Report**

Commissioner Greene moved, Commissioner Klusman seconded and the vote to accept the report as submitted in the agenda packet passed unanimously (4-0).

**9. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 3:40 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

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:** Chaplain Michael Taylor  
**DATE:** 3-29-17  
**SUBJECT:** Proclamation To Establish May As Shield-A-Badge With Prayer Awareness Month

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**ATTACHMENTS:**

**Description**

Proclamation

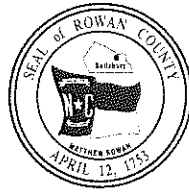
**Upload Date**

3/29/2017

**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

## Rowan County Board of Commissioners

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

### PROCLAMATION TO ESTABLISH MAY AS SHIELD-A-BADGE WITH PRAYER AWARENESS MONTH

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

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

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

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

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

**NOW, THEREFORE BE IT PROCLAIMED** that the Rowan County Board of Commissioners does hereby establish the month of May as

#### ***Shield-A-Badge With Prayer Awareness Month.***

This the 17<sup>th</sup> day of April 2017.

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Gregory C. Edds, Chairman  
Rowan County Commissioners

ATTEST:

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

Equal Opportunity Employer



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**ROWAN COUNTY**  
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**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Chaplain Michael Taylor  
**DATE:** 3-29-17  
**SUBJECT:** Proclamation for Law Enforcement Week

---

**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

3/29/2017

**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

## Rowan County Board of Commissioners

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### **PROCLAMATION** **LAW ENFORCEMENT WEEK**

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

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

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

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

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

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

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

This the 17<sup>th</sup> day of April 2017.

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Gregory C. Edds, Chairman  
Rowan County Commissioners

ATTEST:

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

Equal Opportunity Employer



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**MEMO TO COMMISSIONERS:**

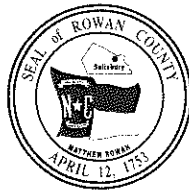
**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** 3-31-17  
**SUBJECT:** Proclamation for Relay for Life "Paint the County Purple" Week

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proclamation for Relay for Life "Paint the County Purple" Week	3/31/2017	Cover Memo

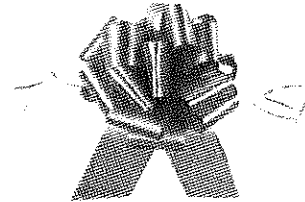
Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



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

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
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### *Proclamation for Relay for Life "Paint the County Purple" Week*

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

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

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

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

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

This the 17<sup>th</sup> day of April 2017.

---

Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

ATTEST:

---

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

Equal Opportunity Employer



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**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:** 4-4-17  
**SUBJECT:** Refunds for Approval

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
February VTS Refunds	4/4/2017	Cover Memo
March Regular Refunds	4/4/2017	Cover Memo

ENTERED  
4411

4/21/17

# FEBRUARY 2017 NCVTS REFUNDS

TAXPAYER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	TRANS #	REFUND REASON	REFUND
ABSHER, WILLIAM CARL	192 GOODWIN RD	NA	SALISBURY	NC	28146	62560688	Vehicle Sold	\$29.68
AUSTIN, KELLY HOWELL	120 S MILFORD DR	NA	SALISBURY	NC	28144	93841161	Vehicle Sold	\$36.59
BASINGER, SHELLEY THOMPSON	2320 PROVIDENCE CHURCH RD	NA	SALISBURY	NC	28146	62560788	Vehicle Sold	\$24.43
BATES, DIANE CHRISTINE	5275 FISH POND RD	NA	SALISBURY	NC	28146	62561516	Vehicle Sold	\$11.52
BOWES, CHRISTOPHER LYNN	4742 SHERRILLS FORD RD	NA	SALISBURY	NC	28147	62560700	Vehicle Totalled	\$61.46
BRADY, JIMMIE LEE	6055 STOKES FERRY RD	NA	SALISBURY	NC	28146	62971062	Vehicle Sold	\$24.70
BRIGMAN, TODD VINCENT	1310 N RIDGE AVE	NA	KANNAPOLIS	NC	28083	94456605	Tag Surrender	\$303.49
BRINSTER, RUTH GOLLER	9064 SIESTA BAY DR	UNIT 101	NAPLES	FL	34120	62344108	Tag Surrender	\$123.98
BRITAIN, HOKE MITCHEM	511 PLYMOUTH AVE	NA	SALISBURY	NC	28144	94456548	Vehicle Sold	\$116.04
BURCHETTE, FRED FOLGER SR	115 N JACK GQ ST	NA	SALISBURY	NC	28146	62971030	Vehicle Totalled	\$108.26
BURTON, DONALD HERBERT	1034 DELRAY DR	NA	SALISBURY	NC	28147	62125042	Tag Surrender	\$9.77
CHILDERS, GLORIA ENGELSMAN	617 MULBERRY LN	NA	SALISBURY	NC	28146	62190774	Vehicle Sold	\$54.41
COMBS, FRANKLIN DELANO	817 W A ST	NA	KANNAPOLIS	NC	28081	93361680	Tag Surrender	\$38.38
COMPTON, WILLIAM GEORGE	PO BOX 289	NA	SPENCER	NC	28159	62440786	Tag Surrender	\$41.72
CRUZ, ADRIAN JARAMILLO	2113 WOODLAWN ST	NA	KANNAPOLIS	NC	28083	93841062	Vehicle Sold	\$93.25
DAVIS, SUE WADE	785 CANTIBERRY DR	NA	SALISBURY	NC	28146	62560652	Tag Surrender	\$45.73
DEAL ENTERPRISES INC	205 LENTZ RD	NA	CHINA GROVE	NC	28023	61979240	Tag Surrender	\$234.86
DEFEO, SHARON LIPE	290 DELTA DOWNS LN	NA	SALISBURY	NC	28144	62970714	Mileage	\$6.65
DREXEL, ADAM LOUIS	2540 GHEEN RD	NA	SALISBURY	NC	28147	62560816	Vehicle Sold	\$2.85
DRY, AARON LEE	121 W 11TH ST	NA	SALISBURY	NC	28144	93286080	Insurance Lapse	\$21.95
DYKES, O C	2205 WOODLEAF RD	APT 13F	SALISBURY	NC	28147	94456743	Tag Surrender	\$163.30
EFIRD, MATTHEW IVAN	833 MAPLE RIDGE CIR	NA	SALISBURY	NC	28147	61913966	Tag Surrender	\$56.28
ELLIOTT, EMILY FAYE	210 SUNSET DR	NA	SALISBURY	NC	28147	92871174	Tag Surrender	\$70.27
FARMER, AMANDA FUNDERBURK	2344 SIDES RD	NA	ROCKWELL	NC	28138	62560724	Vehicle Sold	\$12.71
FARMER, AMANDA FUNDERBURK	2344 SIDES RD	NA	ROCKWELL	NC	28138	62560732	Vehicle Sold	\$20.20
GONZALEZ, CARLOS J MOLINA	403 CRESTWOOD LN	NA	SPENCER	NC	28159	62971176	Vehicle Sold	\$10.67
GOSSETT, BERKLEY HAROLD III	1082 FOXGATE LN	NA	MOORESVILLE	NC	28115	63292980	Tag Surrender	\$5.92
GOSSETT, PHILIP ALAN	245 WHITE CRANE RD	NA	SALISBURY	NC	28146	62296534	Vehicle Sold	\$104.58
GRAHAM, DAVID DELANE	2303 AIRPORT RD	NA	SALISBURY	NC	28147	62971056	Vehicle Sold	\$22.38
GREENE, MICHAEL BRUCE	6025 US HIGHWAY 601	NA	SALISBURY	NC	28147	123827924	Situs error	\$24.41
GRIFFITH, JAMES FREDERICK	169 BLUEFIELD DR	NA	CHINA GROVE	NC	28023	62971060	Vehicle Totalled	\$7.62
HAYWORTH, SUE CROW	431 EASTWOOD DR	NA	SALISBURY	NC	28146	94456818	Vehicle Sold	\$14.24
HENDRIX, PEGGY ROGERS	2505 E INNES ST	NA	SALISBURY	NC	28146	93515919	Tag Surrender	\$113.03
HILL, BARBARA SWINK	217 WOODY AVE	NA	SALISBURY	NC	28146	94456557	Vehicle Sold	\$97.46
HOBEN, LAUREN WICKER	309 LAUREL VALLEY WAY	NA	SALISBURY	NC	28144	125121668	Situs error	\$202.55
HOLSHOUSER, LINDA EATON	170 ELLER DR	NA	SALISBURY	NC	28146	62190772	Vehicle Sold	\$1.39

*James Parnell*  
Tax Collections Manager

HORN, JOHN JOSEPH	PO BOX 68	NA	WOODLEAF	NC	27054	62560746	Vehicle Sold	\$18.59
HUDEN, ROBIN SAINÉ	3535 SHERRILLS FORD RD	NA	SALISBURY	NC	28147	61979248	Tag Surrender	\$38.70
JAMES, VIRGINIA GIBSON	1714 CHANTILLY LN	NA	SALISBURY	NC	28146	93285930	Vehicle Sold	\$42.84
JOHNSON CONCRETE CO INC	1401 42 HIGHWAY EAST	NA	WILLOW SPRING	NC	27592	93285879	Vehicle Sold	\$62.87
KLUTTZ LAWN CARE	224 FERRIS AVE	NA	ROCKWELL	NC	28138	62190738	Vehicle Sold	\$60.16
KYLES, WENDY LEIGH	1570 CHAFFIN RD	NA	WOODLEAF	NC	27054	62560796	Vehicle Sold	\$11.56
LEFLER, ADRIENNE MCGLAMERY	850 MILLBRIDGE RD	NA	CHINA GROVE	NC	28023	62190746	Vehicle Sold	\$21.05
LYERLY, DAVID WAYNE	PO BOX 846	NA	FAITH	NC	28041	62344066	Vehicle Sold	\$16.62
MCREYNOLDS INC	123 MYSTIC LAKE LOOP	NA	MOORESVILLE	NC	28117	125121672	Situs error	\$339.37
MESSINGER, ELLEN LINN	925 CONFEDERATE AVE	NA	SALISBURY	NC	28144	94456551	Vehicle Sold	\$67.33
MITCHELL, BEVERLY EDWARDS	3101 WINGED FOOT DR	NA	SALISBURY	NC	28144	93286113	Vehicle Sold	\$9.96
MONROE, BRENT LEWIS	110 SAINT PAUL CHURCH RD	NA	SALISBURY	NC	28146	62344070	Vehicle Sold	\$11.59
NICHOLAS, DAVID ELLET	215 BLACKSMITH LN	NA	MOORESVILLE	NC	28115	61913904	Tag Surrender	\$2.93
PARKER, ANTHONY BRIAN	325 ROGER DR	NA	SALISBURY	NC	28147	62970712	Over Assessment	\$18.06
PAYTON, JACQUELINE RENEE	1309 STANDISH ST APT A	NA	SALISBURY	NC	28144	93285948	Insurance Lapse	\$24.21
PHIPPS, RONALD GAYLE JR	350 OAKRIDGE RUN	NA	SALISBURY	NC	28146	62040152	Tag Surrender	\$12.38
POLK, STEVEN JEROME	835 LEGION CLUB RD	NA	SALISBURY	NC	28146	61914050	SLVG or RBLT TTL	\$18.25
PORTILLO, FERNANDO JR	1030 FAYE LN	NA	SALISBURY	NC	28146	62190780	Vehicle Totalled	\$21.39
PRUITT, WALTER DERRICK	3040 STOKES FERRY RD	NA	SALISBURY	NC	28146	61913952	Tag Surrender	\$17.81
RANDLEMAN, TIMOTHY SCOTT	526 GOLD HILL DR	NA	SALISBURY	NC	28146	62560862	Insurance Lapse	\$2.41
REDD, RUTH BARR	1133 ARBOR DR	NA	SALISBURY	NC	28144	92871159	Tag Surrender	\$19.64
ROBERTS, MARK ANDREW	249 WAYCROSS DR	NA	ROCKWELL	NC	28138	62296700	Tag Surrender	\$106.82
RUMMEL, GARY LEE JR	1020 SHADY PARK DR	NA	WOODLEAF	NC	27054	62971190	Vehicle Sold	\$6.23
SCARBOROUGH, EVELYN LUMSDEN	2620 EAST BRIEF RD	NA	MONROE	NC	28100	62190572	Vehicle Sold	\$17.67
SESSLER, CYNTHIA MARIE	315 HOWARD ST	NA	ROCKWELL	NC	28138	62814700	Vehicle Sold	\$64.46
SHAVER, LILLIE THOMPSON	126 PIEDMONT DR	NA	KANNAPOLIS	NC	28081	61913938	Tag Surrender	\$37.83
SHUPING, CLIFFORD PAUL	315 SALISBURY ST	NA	ROCKWELL	NC	28138	62560778	Vehicle Sold	\$4.95
SMITH, DENISE EVALENA	1103 CRESTVIEW DR	NA	SALISBURY	NC	28146	62560804	Vehicle Sold	\$69.02
SMITH, WILLIAM HENRY	803 BROOKMONT AVE	NA	SALISBURY	NC	28146	62560768	Vehicle Sold	\$102.53
STACKLEATHER, OSCAR LEE	1430 PANTHER POINT RD	NA	RICHFIELD	NC	28137	62971044	Vehicle Sold	\$24.66
STRUCTURAL WATERPROOFING LLC	PO BOX 2107	NA	SALISBURY	NC	28145	93285897	Vehicle Sold	\$96.35
STRUCTURAL WATERPROOFINGSERVICES LLC	PO BOX 2107	NA	SALISBURY	NC	28145	93285891	Vehicle Sold	\$29.63
TOTON, THOMAS MICHAEL	1190 CRANE VIEW RD	NA	SALISBURY	NC	28146	63175816	Mileage	\$21.70
TREXLER, JERRY WAYNE	1029 LOGANBERRY LN	NA	SALISBURY	NC	28146	62971156	Vehicle Sold	\$18.97
TURNER, MEGAN JEANNE	4090 GREENBRIER FARM RD	NA	WINSTON SALEM	NC	27106	93285969	Vehicle Sold	\$36.77
WATKINS, WILLIAM LEE	3960 BRINGLE FERRY RD	NA	SALISBURY	NC	28146	62560830	Vehicle Sold	\$4.91
WYRICK, SHARON PARK	12825 HIGHWAY 52	SOUTH	GOLD HILL	NC	28071	62971054	Vehicle Sold	\$15.22
						TOTAL:		\$3,812.17

*Sonyia Parnell*  
Tax Collections Manager

ENTERED  
4/11/17

4/21/17

MARCH 2017 REGULAR REFUNDS

W8NAM1	W8NAM2	W8ADR1	W8ADR2	W8CITY	W8STA	W8ZIPA	W8ASSD	W8TRNN	W8AMR2	W8OWID
ADKINS BRIAN SCOTT & WF	ADKINS MELISSA CANIPE	250 ADKINS FARM RD	NA	CLEVELAND	NC	27013-808	1994 JOHNSON	689065	47.15	6164114
ADKINS TAMMIE BOST	NA	2850 AIRPORT RD	NA	SALISBURY	NC	28147-921	2860 AIRPORT RD	690588	4.08	6149757
ANDERSON DOLLIE RUTH	NA	5536 STONE BROOK DR	NA	IRON STATION	NC	28080-000	2550 WIND SWEEP WAY	691272	2.05	10292800
B&C GUN PARTS	NA	150 MCWOOD DR	NA	CHINA GROVE	NC	28023	315 KNIGHT FARM RD	691600	7	6107279
BARE WINFRED	NA	4011 STATESVILLE BLVD	NA	SALISBURY	NC	28147-745	4011 STATESVILLE BLVD	691272	2.08	24013000
BARRINGER ROBERT LINN	NA	925 OLD LINN RD	NA	CHINA GROVE	NC	28023-000	925 OLD LINN RD	691416	6.4	6335267
BAUCOM DAVID W & WF	BAUCOM JEANNIE Y	3503 WEAVER RD	NA	CHINA GROVE	NC	28023-874	3503 WEAVER RD	690982	4.17	6222755
BEAVER LUTHER GENE SR TRUSTEE	NA	550 HUMMINGBIRD LN	NA	SALISBURY	NC	28146-224	550 HUMMINGBIRD LN	690326	3.47	6206617
BELL STEVIE BURNET	NA	4195 LENTZ RD	NA	CHINA GROVE	NC	28023-675	1980 SKYLINE 00014 00070	686138	46.07	6316633
BILLINGS KENNETH GALE	BILLINGS CATHERINE WISE	2345 LENTZ RD	NA	CHINA GROVE	NC	28023-841	LENTZ RD	691285	14.9	46345000
BLANKENSHIP JERRY	NA	2385 STEELE RD	NA	CLEVELAND	NC	27013-964	STEELE RD	687365	2.74	6095632
BOWERS BRENDA L	NA	1190 WOODFIELD DR	NA	KANNAPOLIS	NC	28081-000	WOODFIELD DR	691232	3.65	17556
BOWMAN BILLY GRAY	BOWMAN CAROLYN C	PO BOX 791	NA	RICHFIELD	NC	28137-079	1979 FORD	686218	679.45	1906
BRANDON ALVIN BENJAMIN & WF	BRANDON DIANE LEAZER	445 EASTLAND DR	NA	SALISBURY	NC	28146-812	445 EASTLAND DR	687956	10.03	12599
BRISSON SEMONE	NA	3975 FISH POND RD	NA	SALISBURY	NC	28146-000	CAROLINA BLVD	689667	86	6319744
BRISSON SEMONE	NA	3975 FISH POND RD	NA	SALISBURY	NC	28146-805	701 N FULTON ST	690482	100	66217500
BROADWAY RANDALL KEITH	BROADWAY MICHELLE HILL	122 TRADE AVE	NA	KANNAPOLIS	NC	28081-961	1986 UNKNOWN 00014 00066	687432	3.51	6015505
BROADWAY RANDALL KEITH & WF	BROADWAY MICHELLE HILL	122 TRADE AVE	NA	KANNAPOLIS	NC	28081-961	1006 MEADOWCREEK DR	687432	30.68	6088340
BRYANT CHRISTY A	NA	155 CLEARBROOK DR	NA	SALISBURY	NC	28146-960	1999 CLAYTON 00014 00080	690589	170.14	6202091
BURDETTE ROBIN DAVIS	NA	2060 DUNNS MOUNTAIN RD	NA	SALISBURY	NC	28146-802	490 RANCHWOOD DR	689332	18.42	6155096
BURLINGHAM DENISE L	NA	2825 W INNES ST	NA	SALISBURY	NC	28144-076	2825 W INNES ST	690324	7.58	6171924
BURRIS DAVID A	BURRIS ALESIA C	3111 HODGE ST	NA	SALISBURY	NC	28147-896	2014 HOME PERMTAG AE44814	687846	27.1	6242867
BUTLER DENNIS D & WF	BUTLER SARAH R	1328 ARDEN DR	NA	SALISBURY	NC	28144-211	1328 ARDEN DR	690748	7.42	80759000
CAC PLUMBING LLC	NA	PO BOX 1015	NA	GRANITE QUARRY	NC	28072	530 JOE RANKIN RD	691624	10.42	6077782
CAIN JOHN R & WF	CAIN ROBIN P	1120 UPPER PALMER RD	NA	SALISBURY	NC	28146-812	334 S SALISBURY AV	691409	6.67	33965
CALIBER HOME LOANS	NA	1 CORELOGIC DRIVE	NA	WESTLAKE	TX	76262	MOORESVILLE RD	690580	174.38	6246459
CAUDLE KATHY	NA	1524 OLD LAWYERS RD	NA	MARSHVILLE	NC	28103-000	407 HEILIG AV	689421	8.39	6310182
CHAPMAN ANTHONY ALEXANDER	NA	320 DAYBROOK DR	NA	LANDIS	NC	28088-116	320 DAYBROOK DR	690544	125	4714
CHILDERS JOHN MARK	CHILDERS TRACY HARDING	441 CROMER RD	NA	SALISBURY	NC	28146-716	2008 PJ	689597	2.47	6107051
CHRISTY BARRY E & WF	CHRISTY CAROLYN C	809 S FRANKLIN ST	NA	CHINA GROVE	NC	28023-190	2010 CAON PERMTAG AE32323	687294	7.02	101895000
CHUCKS TRAINS LLC (STORE EQUIP	FREEZE CHARLES L	129 S CENTRAL AVE	NA	LANDIS	NC	28088-140	2008 TROP MLT YR TAG AA48467	689530	3.48	6066821A
CLEARY IVOR E & WF	CLEARY MARGIE C	6827 N TURNER DR	NA	KANNAPOLIS	NC	28081-810	6827 N TURNER DR	686275	11.72	1783
COOK HARRY WAYNE	NA	201 W KETCHIE ST	NA	CHINA GROVE	NC	28023-211	1969 PONTIAC FIREBIRD	689074	107.94	662
CORELOGIC INC	NA	PO BOX 9612505	NA	FT WORTH	TX	76161-985	185 DIRT RD	690614	947.96	117800000
CORELOGIC INC	NA	PO BOX 9612505	NA	FT WORTH	TX	76161-985	525 MOORESVILLE RD	690636	1073.84	6246459
CORELOGIC TAX SERVICE	NA	1 CORELOGIC DRIVE	NA	WESTLAKE	TX	76262	114 W GLENVIEW DR	686797	15	6334334
CORELOGIC TAX SERVICE LLC	NA	1 CORELOGIC DRIVE	NA	WESTLAKE	TX	76262	6085 NC 801 HWY	688967	93.41	6192183
CORELOGIC TAX SERVICES LLC	NA	1 CORELOGIC DR	NA	WESTLAKE	TX	76262	ZION CHURCH RD	690160	270	6278481
CORELOGIC TAX SERVICES LLC	NA	1 CORELOGIC DRIVE	NA	WESTLAKE	TX	76262	2835 AGNER RD	688367	707.1	6174005
CUNNINGHAM AMANDA MCDONALD	NA	3435 OLD BEATTY FORD RD	NA	CHINA GROVE	NC	28023-765	OLD BEATTY FORD RD	689639	21.58	6230699
CURIEL MARIA ESTHER	NA	235 KNOLL VIEW DR	NA	SALISBURY	NC	28147-864	235 KNOLL VIEW DR	687832	18.63	6293466
DAVIS JEFFREY SCOTT & WF	DAVIS KARA NICOLE	5555 S OAKMONT ST	NA	KANNAPOLIS	NC	28081-640	3920 PATTERSON RD	685915	23.26	6158294
DAVIS LISA D	NA	4775 WOODLEAF RD	NA	SALISBURY	NC	28147-642	4775 WOODLEAF RD	687707	10.99	6071675
DAVIS NAOMI	NA	6017 JESTER LN	NA	CHARLOTTE	NC	28211-432	519 S LONG ST	690998	5.01	138667500
DAVIS PHILLIP LEO JR TRUSTEE	NA	PO BOX 481	NA	HARRISBURG	NC	28075-048	1979 CHEV ELCAMINO	691497	4.88	6163696
DENHARD CAROL LASKER	NA	420 DE LARA CIR	NA	SALISBURY	NC	28146-889	420 DE LARA CIR	691598	23.72	6265275
DOSTER SANDRA GAINEY	NA	310 WESTEN ACRES RD	NA	KANNAPOLIS	NC	28081-771	310 WESTEN ACRES DR	686945	3.78	6181595
DUNCAN PEGGY HARDMAN	NA	133 ROY MILLER PARK RD	NA	SALISBURY	NC	28146-355	1994 BUIC PAU 4S PARK AVE ULTRA	686708	7.58	6248690
E & B EXPRESS INC	NA	113 OHARA DR	NA	SALISBURY	NC	28147-872	2006 KW CON ML9475	689041	89.07	6299374
EAGLE KARLEE LYNN	NA	4030 FISH POND RD	NA	SALISBURY	NC	28146-805	4150 FISH POND RD	691222	9.48	155550000

*Sonja Parnell*  
Tax Collections Manager

(174) Batch 3389

EAGLE KENNETH MICHAEL & WF	EAGLE LYNN E	330 BALD EAGLE LN	NA	GOLD HILL	NC	28071-561	240 BALD EAGLE LN	689347	100	6102413
EAGLE REBECCA BARE	NA	4011 STATESVILLE BLVD	NA	SALISBURY	NC	28147-745	4011 STATESVILLE BLVD	691272	15.22	6075248
EAGLE WILLIAM R & WF	EAGLE REBECCA B	4011 STATESVILLE BLVD	NA	SALISBURY	NC	28147-745	HURLEY SCHOOL RD	691272	2.02	6206813
ELLIOTT ANGEL L & HUS	ELLIOTT JEFFREY S	122 E GOLD ST	NA	NEW LONDON	NC	28127-000	13101 MEGAN DR	691000	8.1	6338692
ELLIOTT JESSE BRYSON	NA	8151 W NC 152 HWY	NA	MOORESVILLE	NC	28115-421	8151 W NC 152 HWY	691265	10.21	6253334
ELLIS BRENDA	NA	PO BOX 24	NA	EAST SPENCER	NC	28039-002	506 E GEROID ST	690786	6.15	166550000
ENGSTROM MARK DELMER	NA	1461 NC 801 HWY	NA	WOODLEAF	NC	27054-000	2012 CAON AB74126	690592	5.01	6279051
FINANCE OF AMERICA REVERSE LLC	NA	14405 WALTERS RD	SUITE 200	HOUSTON	TX	77014	1580 LENTZ RD	691088	16.05	6206664
FINCHER GAIL TREXLER	NA	190 WESTWAY LN	NA	SALISBURY	NC	28147-779	190 WESTWAY LN	690343	11.8	178265000
FISHER WILLIAM	% DIANA TURNER	155 S RIDGECREST AVE	NA	RUTHERFORDTON	NC	28139-000	492 MARTHA JANE RD	691148	5.87	6266480
FOY RICHARD A & WF	FOY TAMMY A	117 TOMS TRL	NA	SALISBURY	NC	28146-919	8012 OLD CONCORD RD	689808	56	6168437
FREEMAN WILLIAM F &	FREEMAN TRULA	1347 WATERLILY LANE	NA	CHARLOTTE	NC	28262-318	ZION CHURCH RD	691288	443.43	6278481
GAY DARREN DALE	NA	6405 HIGHWAY 152 E	NA	ROCKWELL	NC	28138-887	2007 BLAZER	689808	194.93	6260082
GENTLE ANITA	NA	406 N CHAPEL ST	NA	LANDIS	NC	28088-112	1714 ENOCHVILLE RD	691532	2.93	6049481
GILLISPIE WALTER A &	GILLISPIE ELIZABETH	401 HELEN ST	NA	KANNAPOLIS	NC	28083-364	2908 KIRK AVE	691272	1.35	6175647
GRAHAM GARY Y	NA	365 GRAMPIAN RD	NA	MOUNT ULLA	NC	28125-965	GRAMPIAN RD	691548	3.41	6113411
GRAHAM GARY Y	NA	365 GRAMPIAN RD	NA	MOUNT ULLA	NC	28125-965	GRAMPIAN RD	691548	14.47	6156607
GRAYSON GLENN G & WF	GRAYSON MARSHA H	112 WASHINGTON PL APT 18A	NA	PITTSBURGH	PA	15219-342	124 N MAIN ST	690751	11.14	218910000
GREENE MONIKA	NA	3781 SHERRILLS FORD RD	NA	SALISBURY	NC	28147	SHERRILLS FORD RD	690679	43.32	6176267
HABITAT FOR HUMANITY MICHIGAN	FUND INC	618 S CREYTS RD STE C	NA	LANSING	MI	48917	GRACE AV	687342	90.31	6266228
HALL GARY BENNETT	NA	PO BOX 358	NA	CLEVELAND	NC	27013-035	587 MT HALL RD	691473	5.29	227026750
HAMPTON TRAVIS BEAVER	NA	3955 MILLBRIDGE RD	NA	CHINA GROVE	NC	28023-778	2001 HUDSON 00014 00076	690950	142.41	6219482
HAMPTON TRAVIS BEAVER	NA	3955 MILLBRIDGE RD	NA	CHINA GROVE	NC	28023-778	1989 GMC SIERRA YD9832	690950	21.26	621948201
HAMPTON TRAVIS BEAVER	NA	3955 MILLBRIDGE RD	NA	CHINA GROVE	NC	28023-778	SECT C SCH D10 CLASS EQ ASM# 00	690950	44.49	6304616
HARGRAVE JOHN ALLEN JR	NA	541 GOLD ST	NA	BALTIMORE	MD	21217-000	309 MESSNER ST	687816	166.2	6234622
HARKEY KENNETH MITCHELL	NA	1109 GREENHEATHER DR	NA	SALISBURY	NC	28147-679	2016 CAON PERM TAG AE56599	686313	11.06	6053645
HART-MORRISON M ROSALEE	NA	PO BOX 136	NA	SPENCER	NC	28159-013	2000 SUPE SVALUE AB74185	689847	1.99	6158680
HARWOOD VICKIE C ETAL	NA	435 HARTMAN RD	NA	SALISBURY	NC	28146-000	CASTOR RD	689050	8.81	6339307
HASTINGS KEVIN WAYNE	NA	10465 DEPOT ST	NA	WOODLEAF	NC	27054-000	1985 MARINER	686844	5.69	6012380
HEFNER ZACHARY B & WF	HEFNER AMY	9561 RIVIERA DR	NA	SHERRILLS FORD	NC	28673-000	106 BELLINGSHIRE DR	687939	288.51	6327636
HEIM ADAM S	NA	106 S MYRTLE AVE	NA	CHINA GROVE	NC	28023-000	CLASS SP ASM# 000	690654	15	6317871
HENDERSON JAMES	NA	224 WYNDFAIR LN	NA	CLAYTON	NC	27527-629	OLD US 70 HWY	686761	15.31	6288946
HINSON DEBRA AUSTIN	NA	225 SHUE RD	NA	CHINA GROVE	NC	28023-742	1999 CHRY SJI CN SEBRING JXI CONV	689807	83.39	6162662
HIPPERT KARI	NA	1711 COLONY RD	NA	SALISBURY	NC	28144	1995 FORD EPR MP EXPLORER 4X4 4D	691081	89.49	6276008
HIRST JEFFREY A	NA	902 HIDDEN CREEK CIR	NA	SALISBURY	NC	28147-722	902 HIDDEN CREEK CIR	687753	42.61	6112424
HOLT DAVID DUANE	NA	255 COUNTRY RIDGE RD	NA	ROCKWELL	NC	28138-700	COUNTRY RIDGE RD	688636	31.42	6338332
HONEYCUTT JODY L	NA	408 W KIRK ST	NA	CHINA GROVE	NC	28023-192	811 HARRY ST	688981	92.49	6321651
HOOVER AMANDA WATKINS	NA	707 S YADKIN AVE	NA	SPENCER	NC	28159-211	2002 KIA SED VN SEDONA	687595	3.13	6235513
HSBC BANK USA	C/O CORELOGIC	3001 HACKBERRY RD	NA	IRVING	TX	75063	324 S WHITEHEAD AV	690661	1353.25	48880000
HUDSON CONSTRUCTION	NA	PO BOX 761	NA	FAITH	NC	28041-076	SECT C SCH A10 CLASS EQ ASM# 00	690759	2.06	6180445
HUFFMAN JEFFERY LYNN	NA	508 S VANCE ST	NA	LANDIS	NC	28088-000	508 S VANCE ST	689072	92.54	6100420
HUNT LLOYD KENNETH & WF	HUNT ELIZABETH ANN	2284 S LAKE DR	NA	ASHEBORO	NC	27205-105	PLAYGROUND LN	686529	1.88	6146966
JACKSON HAROLD WAYNE & WF	JACKSON PEGGY ANN	131 CRYSTAL CREEK DR	NA	CHINA GROVE	NC	28023-973	131 CRYSTAL CREEK DR	687294	55.21	281298500
JACKSON VICTORIA	NA	525 3RD CREEK CHURCH RD	NA	CLEVELAND	NC	27013-825	THIRD CREEK CHURCH RD	690327	1.39	6241459
JARAMILLO MARIA DEJESUS	NA	1029 GLOCK CT	NA	SALISBURY	NC	28144-848	9TH ST	691215	2.88	6338786
JARAMILLO MARIA DEJESUS	NA	1029 GLOCK CT	NA	SALISBURY	NC	28144-884	122 RED ACRES RD	691212	6.72	6221525
JERRY W LOVELL SR	NA		6735 CHENAULT RD	CLEVELAND	NC	27013-927	DOOLEY RD	691356	20.02	340930000
JOHNSON EMILIA DELUCA	NA	705 4TH ST	NA	SPENCER	NC	28159-162	1301 LARCHMONT RD, 603	691272	4.59	6028538
JONES HOWARD MICHAEL &	JONES TAMARA ANNE DEAL	502 BLACKWELDER ST	NA	CHINA GROVE	NC	28023-240	502 BLACKWELDER ST	686313	15.56	4260
JORDAN JAMES STEPHENS	NA	707 E 23RD ST	NA	KANNAPOLIS	NC	28083-262	707 E 23RD ST	689522	25.64	6197805
KIRK JEFFREY SHANE	NA	1401 RICKEY RD	NA	TAYLORSVILLE	NC	28681-000	1988 DYNASTY	686396	50	6173205
KMD HOLDINGS LLC	NA	1001 OLD WEST INNES ST	NA	SALISBURY	NC	28144-317	118 N MAIN ST	691565	70.13	6324356
LECHETTE SUZETTE	NA	180 AUTUMN GLEN DR	NA	ROCKWELL	NC	28138-560	180 AUTUMN GLEN DR	691089	6.85	6109173

LEFFEY MICHAEL	NA	2840 HOLLYWOOD DR	NA	SALISBURY	NC	28144-053	HOLLYWOOD DR	691623	1.05	33892
LINK KEVIN C	NA	1 BUFFALO AVE NW STE 3305	NA	CONCORD	NC	28025	2012 CHEV TK SILV 1500 EXT 1WT-6 4X2	691363	1.29	6258015
LOWE DONALD E	NA	210 STERNBRIDGE DR	NA	ROCKWELL	NC	28138-741	210 STERNBRIDGE DR	691537	1.83	6073278
LYNCH NELLIE D	NA	315 AYCOCK ST NE	NA	CONCORD	NC	28025-000	711 E LIBERTY ST	690328	1.24	6282633
MARTIN RODETH ANN	NA	403 CHARLES ST	NA	SPENCER	NC	28159-000	CHARLES ST	690481	2.42	6302410
MATTINGLY CASS	NA	109 SILLS DR	NA	SALISBURY	NC	28146-000	109 SILLS DR	687818	268.17	6339409
MAYHEW MARVIN L	NA	635 GRAMPIAN RD	NA	MOUNT ULLA	NC	28125-000	1973 UNKNOWN 00012 00065	687432	20	355675000
MCCLURE FRED D	NA	PO BOX 1236	NA	LEXINGTON	NC	27293-123	602 WILLOW RD	691392	10.09	6241327
MEGARGEL CATHY	NA	1719 SUNSET AVE	NA	SURF CITY	NJ	08008-000	1076 DEAL RD	687299	12.76	6334256
MEGARGEL CATHY	NA	1719 SUNSET AVE	NA	SURF CITY	NJ	08008-000	1010 N ENOCHVILLE AV	687299	1.47	6334257
MILLER MICHAEL H	NA	9525 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138-766	1980 GRUM 00012 00060	690996	7.97	30442
MILLER TIFFANY L &	SLOOP RANDALL S JR	740 BARRINGER ST	NA	SALISBURY	NC	28146-000	2003 STARCRAFT CRUISE FIS	690971	104.6	6304577
MOORE SHELBY LOUIS	MOORE UBON J	2500 MOUNT PLEASANT RD W	NA	MT PLEASANT	NC	28124-956	AIRPORT LOOP	691121	1.24	6289447
MOOSE FRANKIE S	%CLYDE A MOOSE JR	161 PINE HAVEN RD	NA	STATESVILLE	NC	28677-000	912 TAYLOR ST	691591	5.35	38863000001
MOOSE FRANKIE S	%CLYDE A MOOSE JR	161 PINE HAVEN RD	NA	STATESVILLE	NC	28677-000	914 TAYLOR ST	687869	3.4	38863000001
MOSELEY GARY THOMAS	NA	2270 UMBERGER RD	NA	CLEVELAND	NC	27013-000	2490 UMBERGER RD	691629	2.41	6300812
MOSS SHIRLEY CARTWRIGHT	NA	1004 BRYCE AVE	NA	SALISBURY	NC	28144-380	101 CAUBLE PL	691082	3.45	6155501
MULLIS BENJAMIN J	NA	104 SNIPE ST	NA	KANNAPOLIS	NC	28081-233	104 SNIPE ST	688282	3.18	6272730
MULLIS JANIS	MULLIS JAMES	155 JAMES DR	NA	ROCKWELL	NC	28138-892	JAMES DR	687956	20.71	15031
MURPHY ANDREW J & WF	MURPHY TRACI LEA	5885 BRINGLE FERRY RD	NA	SALISBURY	NC	28146-712	5885 BRINGLE FERRY RD	686927	3.15	6282008
NEWSOME ELIZABETH C	NA	870 CATFISH RD	NA	RICHFIELD	NC	28137-000	870 CATFISH RD	687730	173.97	6336950
OCWEN LOAN SERVICING LLC	NA	1661 WORTHINGTON RD STE 100	NA	W PALM BEACH	FL	33409	7960 STATESVILLE BLVD	691324	25	28882000001
ORMOND SARAH STOUT	NA	113 HAWKINS LOOP	NA	SALISBURY	NC	28144-859	HAWKINSTOWN RD	690842	7.12	6047641
PAGE CONSTANCE E	NA	PO BOX 1782	NA	SALISBURY	NC	28145-178	7350 OLD MOCKSVILLE RD	691344	12.75	419297000
PARKER RONALD L & WF	PARKER JACQUELINE	407 E 16TH ST	NA	KANNAPOLIS	NC	28083-265	407 E 16TH ST	689354	4.63	13850
PARTEE-GILES SHIRLEY &	WILSON ANTHONY DERICK	12313 YELLOW ROSE CIR	NA	RIVERVIEW	FL	33569-000	715 W RICE ST	691287	2.19	6003117
PEACOCK BRENDA	NA	140 DIXON DR	NA	SALISBURY	NC	28146-692	150 DIXON DR	691402	1.03	426292200
PEELER MARY W	NA	1375 PEELER RD	NA	SALISBURY	NC	28146-113	1375 PEELER RD	687586	2.07	427810000
PITTMAN BRENDA	NA	12920 ERLINE DR	NA	CHESTER	VA	23831-450	900 WASHINGTON LN	691660	6.68	439966000
PLESS JERRY L & WF	PLESS SHERLEY	3875 MILLER RD	NA	SALISBURY	NC	28147-762	MILLER RD	690362	4.09	6216035
POWER CAROL S	NA	204 KIMBALL ST	NA	KANNAPOLIS	NC	28081-221	204 KIMBALL ST	687359	7.66	446213500
PREVETTE JEFFREY WAYNE	NA	2485 MILLER RD	NA	SALISBURY	NC	28147-761	2009 EXCL AA88888	689560	82.76	6241378
PURSER DERRICK LEE	NA	8704 HAYDEN WAY	NA	CONCORD	NC	28025-852	7971 ARIZONA PL	687769	194.06	6284718
RAMOS MARIA	NA	643 WOOD ST	NA	STATESVILLE	NC	28677	S VALLEY ST	691100	1.07	6266459
RCTC 422-156 P/P	NA		NA				1981 UNKNOWN 00014 00065	687946	309.23	6014924
REITZ RICHARD A & WF	REITZ SANDRA T	227 WINDSOR DR	NA	SALISBURY	NC	28144-000	227 WINDSOR DR	691630	14.38	459170000
RICKS PATRICIA JONES	NA	225 RUTHERFORD ST	NA	SALISBURY	NC	28144-273	129 LLOYD ST	687114	196.29	6267030
ROBERTSON KAREN T RAY	NA	1415 12TH ST	NA	CAYCE	SC	29033	GOODMAN LAKE RD	691401	1.32	469299875
ROLLINS JAMES PHILLIP JR	NA	1315 SAW RD	NA	CHINA GROVE	NC	28023-855	1315 SAW RD	688876	15.91	6092048
ROUNDPOINT MORTGAGE SERVICING	COPORATION	PO BOX 19409	NA	CHARLOTTE	NC	28219-940	135 FOREST ABBEY LN	689853	30	6252656
ROWAN-SALISBURY SCHOOL SYSTEM	LOCAL FUND	PO BOX 2349	NA	SALISBURY	NC	28145-234	ELM ST	687872	115.04	6113867
RUSSELL LUCY C	NA	905 HOLMES ST	NA	SALISBURY	NC	28144-323	905 HOLMES ST	691396	2.6	480480000
RYAN LISA	NA	9619 MARQUETTE ST	NA	CONCORD	NC	28027	125 TERRAPIN STATION RD	689487	50.38	6054728
RYAN THOMAS G &	RYAN JULIA A	8593 BAILEY DR	NA	TERRELL	NC	28682-970	1085 CEDAR HILL DR	686945	3.71	6228769
SCHENK STEVEN DOUGLAS & WF	SCHENK CARLA	1625 BARGER RD	NA	SALISBURY	NC	28146	SHERILLS FORD RD	691297	8.2	487980000
SCHUURMAN MARK P & WF	SCHUURMAN LEAH B	12 BUCKSHOT RIDGE DR	NA	ASHEVILLE	NC	28804-974	1208 BELL ST	691099	6.46	6278799
SECHLER LARRY RAYMOND SR	NA	1095 EBENEZER RD	NA	KANNAPOLIS	NC	28083-918	1987 POLAR CRAFT	691382	4.24	6175669
SECHLER LARRY RAYMOND SR	NA	1095 EBENEZER RD	NA	KANNAPOLIS	NC	28083-918	1999 JOHNSON O/B	691387	4.07	6175669
SETERUS	NA	1123 PARK VIEW DR	NA	COVINA	CA	91724	920 HURLEY SCHOOL RD	691657	18.22	6257591
SIDDEN SUSIE CALLOWAY	NA	1005 AGNER RD	NA	SALISBURY	NC	28146-152	1005 AGNER RD	690344	60.53	6014243
SMITH BOBBY RAY JR	SMITH DEBORAH BEST	1050 GLIDER LN	NA	ROCKWELL	NC	28138-938	1035 GLIDER LN	688533	44.29	6214689
SMITH MISTY C & HUS	SMITH MICHAEL W	95 EPHRAIM DR	NA	SALISBURY	NC	28144-154	95 EPHRAIM DR	686082	7.83	6189812
SMOOT BRENDA BEAVERS	NA	3180 EARNHARDT RD	NA	ROCKWELL	NC	28138-853	1991 OAKWOOD 00014 00070	691264	1.55	26287



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Franklin Gover, Planner  
**DATE:** April 6th, 2017  
**SUBJECT:** Set Quasi-Judicial Hearing for CUP 02-17 for May 1, 2017

---

Reginald Keaton is requesting a conditional use permit for a 480 sq.ft. residential storage facility (i.e. storage building on lot without residence) on Tax Parcel 709-067, .92 acres, located along the 4600 block of Needmore Rd at the (see map). The applicant states the building will be used for personal storage. As such, commercial activity / operations are not allowed within residential storage facilities and the site is not currently zoned for commercial activity.

Set Quasi-judicial hearing for May 1st, 2017

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
CUP 02-17 Staff Report	4/6/2017	Exhibit
Application	4/6/2017	Exhibit
Site Plan- Provided by applicant	4/6/2017	Exhibit
GIS Map	4/6/2017	Exhibit





## Rowan County Planning and Development Department

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

Planning: 704-216-8588 Fax: 704-638-3130

### MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners  
FROM: Franklin Gover, Planner  
DATE: April 7, 2017  
RE: **CUP 02-17; Keaton Residential Storage Facility**

#### **SUGGESTED BOARD OF COMMISSIONERS ACTION**

- ☐ Set Quasi-judicial hearing for May 1<sup>st</sup>, 2017 for **CUP 02-17**

#### **REQUEST**

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

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

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

Facilities:

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

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

#### CONDITIONAL USE CRITERIA

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

underlined staff comments:

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

inside or behind building.” Staff comment: Site activity should be similar to or less than that exhibited by a single-family dwelling.

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

#### **PROCEDURES**

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

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

#### **STAFF COMMENTS**

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



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

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

**CONDITIONAL USE PERMIT APPLICATION**

**OWNERSHIP INFORMATION:**

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

**APPLICANT / AGENT INFORMATION:**

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

**PROPERTY DETAILS:**

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

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

PURPOSE & SECTION:

State purpose of conditional use permit:

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

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

21-60(10)

ATTACHED DOCUMENTS:

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

Attached: Yes ☒ No ☐

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

OFFICIAL USE ONLY

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

## Section 21-59. Evaluation criteria

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





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



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







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

- Keaton Parcel
- Proposed Building
- RA Setbacks
- Roads
- Parcels

**ZONING**

- RA

Rowan County Planning  
April 2017

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



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



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

**MEMO TO COMMISSIONERS:**

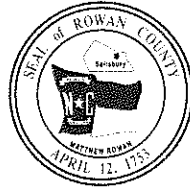
**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** 4-10-17  
**SUBJECT:** Resolution Requesting Restoration to Counties of the Statutorily Authorized Appropriation of Lottery Funds

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolution Requesting Restoration to Counties of the Statutorily Authorized Appropriation of Lottery Funds	4/10/2017	Cover Memo

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



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

## Rowan County Board of Commissioners

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

### RESOLUTION REQUESTING RESTORATION TO COUNTIES OF THE STATUTORILY AUTHORIZED APPROPRIATION OF LOTTERY FUNDS

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

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

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

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

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

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

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

Adopted this the 17<sup>th</sup> day of April, 2017.

---

Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

---

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

Equal Opportunity Employer



recycled paper

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** 4-10-17  
**SUBJECT:** Accept Funding From Connect Bond Grant For Ellis Park

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Accept Funding From Connect Bond Grant For Ellis Park	4/10/2017	Cover Memo



*Parks and  
Recreation  
Authority  
Members*

*Neal Lewis, Chair*

*Ann Babcock*

*Lydia Boesch*

*Chad Brown*

*Vinnie Goel*

*Lewis Ledford*

*Cynthia Tart*

*Lisa Wolff*

*Edward W. Wood*

## **North Carolina Connect NC Bond (CNCB) Grant**



March 28, 2017

The Honorable Greg Edds  
Chair, Board of Commissioners  
Rowan County  
130 West Innes Street  
Salisbury, North Carolina 28144

Dear Chairman Edds:

As Chairman of the North Carolina Parks and Recreation Authority, I am pleased to congratulate you and the citizens of the Rowan County on being selected to receive funding from the Connect Bond Grant (CNCB). The Authority received 45 applications requesting more than \$9 million in assistance. These projects were of very high quality and the successful applications were truly outstanding.

The Rowan County will receive a grant for \$264,959 to fund the Ellis Park Accessible Playground Renovation project. The Division of Parks and Recreation will be sending additional details regarding the CNCB grant shortly.

We are excited about the potential of this project and look forward to working with you to make these resources available to your community. Parks and recreation contribute to healthier lifestyles, stronger communities and the quality of life that makes North Carolina a great place to live for citizens of all abilities. The Authority loves to see the impacts of our funding decisions and kindly asks that you consider informing staff of ground breaking ceremonies and ribbon cuttings when they are planned. Again, congratulations and we look forward to seeing the great work that we know you will do!

Sincerely,

A handwritten signature in blue ink that reads 'Neal Lewis'.

Neal Lewis, Chairman  
N.C. Parks and Recreation Authority

cc: Matt Whitlow, NCSU Recreation Resources Service



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

CONTRACTOR'S FEDERAL I.D.  
56-6000336

**Connect NC Bond Project Agreement**

**Grantee:** County of Rowan County  
**Project Number:** 2017 CNC 12

**Project Title:** Ellis Park Accessible Playground Renovation

**Period Covered By This Agreement:** 5/1/2017 to 4/30/2020

**Project Scope (Description of Project):** Development includes playground and surfacing, landscaping, and contingency.

Project Costs:	CONNECT NC BOND Amount	\$ <u>264,959</u>
	Local Government Match	\$ <u>66,240</u>

**Conditions**

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the \_\_\_ County of Rowan County \_\_\_ (hereinafter referred to as "Grantee", and together "Parties" or "Party") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) Administrative Rules and Grant Application which are hereby by reference made a part of the CONNECT NC BOND Grant Contract, (hereinafter "Grant" or "Contract"), and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this Contract.

Now, therefore, the Parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

**Section I. Eligible Project Costs and Fiscal Management**

1. The CONNECT NC BOND grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the Contract period, be documented in the grant application, described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. CONNECT NC BOND assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on CONNECT NC BOND acquired land within five (5) years of the date this Contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the Contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the Contract

period or Contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond a five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the Contract and CONNECT NC BOND project to which they are applicable. The State Auditor and the Department's Internal Auditors shall have access to persons and records as a result of all Contracts and Grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. The final payment will be made Net 30 days after inspection by the Department's Contract Administrator.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions.

## **Section II. Project Execution**

1. The Grantee may not deviate from the scope of the project without written approval of the Department. When one of the conditions in the Contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the Contract period, the Grantee must submit in writing a request to the Department for approval. Thus Contract shall not be amended orally or by performance but only through a written amendment duly executed by the Parties.
2. The Grantee shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual Contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the Contract:
  - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Contract;
  - b. The contractor shall be responsible for all Subcontractor activities including adherence by Subcontractors for all requirements of this Contract;
  - c. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
  - d. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior approval by the Department's Contract Administrator. Kellie Cartwright is designated by the Grantee as key personnel for purposes of this Contract. The Department designates Marcia Lieber, CONNECT NC BOND as the Contract Administrator for the Contract. Either party may designate a different Contract Administrator upon written notice to the other party.

<b>Department Contract Administrator</b>	<b>Grantee Contract Administrator</b>
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Marcia Lieber, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-707-9303 Email: <a href="mailto:marcia.lieber@ncparks.gov">marcia.lieber@ncparks.gov</a>	Rowan County Attention: Ms. Kellie Cartwright Address: 130 West Innes Street Salisbury, NC 28144 Telephone: 704-216-8199 Email: <a href="mailto:kellie.cartwright@rowancountync.gov">kellie.cartwright@rowancountync.gov</a>

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not



limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S. 143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant Contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with CONNECT NC BOND assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage CONNECT NC BOND assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with CONNECT NC BOND assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
  - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
  - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier Contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
  - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

### **Section III. Project Termination and Applicant Eligibility**

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this Contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this Contract, the Department shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, CONNECT NC BOND administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in CONNECT NC BOND, in addition to any other remedies provided by law, until such time as compliance

has been obtained to the satisfaction of the Department.

#### Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the Parties.

County of Rowan County_	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)


State of North Carolina

County of

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, \_\_\_\_\_

personally appeared before me the said named \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

	(Seal Here)
Signature of Notary Public	

**North Carolina Department of Natural and Cultural Resources**  
**Susi H. Hamilton, Secretary**

**By:**

\_\_\_\_\_  
 Department Head or Authorized Agent  
 for Secretary Susi H. Hamilton

\_\_\_\_\_  
 Title

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** 04/11/17  
**SUBJECT:** Resolution Authorizing Sale of Property - EVG Associates, LLC

---

**ATTACHMENTS:**

**Description**

Resolution

**Upload Date**

4/11/2017

**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

## Rowan County Board of Commissioners

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

### RESOLUTION AUTHORIZING SALE OF PROPERTY

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

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

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

#### **THEREFORE, THE ROWAN COUNTY COMMISSIONERS RESOLVE THAT:**

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

Adopted this the 17<sup>th</sup> day of April, 2017.

---

Gregory C. Edds, Chairman  
Rowan County Commissioners

ATTEST:

---

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



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Debbie Davis  
**DATE:** April 4, 2017  
**SUBJECT:** Community Job Fair

---

**ATTACHMENTS:**

**Description**

Announcement Form

**Upload Date**

4/10/2017

**Type**

Cover Memo



**Rowan County  
Agenda Announcement Submission Form**

**Date of Announcement Submission:**

4/4/2017

**Municipality:**

County

**Contact Name:**

Debbie Davis

**Contact Number:**

704 639-7529 Ext 202

**Contact Email:**

debbie.s.davis@nccommerce.com

**Name of Event:**

Community Job Fair

**Town Sponsored Event:**

Yes

**List Additional Participating Sponsors:**

Rowan County, City of Salisbury, NCWorks- Rowan, Rowan County Chamber of Commerce, RowanWorks Economic Development, Rowan-Cabarrus Community College

**Date of Scheduled Event:**

4/19/2017

**Start Time of Scheduled Event:**

10:30am

**Address of Event:**

West End Plaza 1935 Jake Alexander Blvd Salisbury, NC

**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:** Bob Pendergrass, Animal Services Director  
**DATE:** 4-4-17  
**SUBJECT:** Proclamation for Animal Shelter Volunteer Appreciation Week

---

**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

4/11/2017

**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

## Rowan County Board of Commissioners

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

### PROCLAMATION ANIMAL SHELTER VOLUNTEER APPRECIATION WEEK

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

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

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

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

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

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

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

This the 17<sup>th</sup> day of April, 2017.

---

Gregory C. Edds, Chairman

ATTEST:

---

Carolyn Barger, Clerk to the Board  
Assistant to the County Manager

Equal Opportunity Employer



recycled paper



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Chairman Greg Edds  
**DATE:** April 11, 2017  
**SUBJECT:** Proclamation Honoring Jacob F. Alexander, III

---

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Franklin Gover, Planner  
**DATE:** April 6th, 2017  
**SUBJECT:** Consider Approval of FSW 01-17

---

Stacy and April Childers are requesting a family subdivision waiver to allow a new lot to be created from their property located at the 17600 block of Mooresville Road, further referenced as Rowan County Tax Parcel 575 006. The new parcel is for Edward and Candace David, parents of the property owners. Previously, three previous family subdivision parcels were approved administratively, plus a minor subdivision approved from parcel 575 006. The Rowan County Subdivision Ordinance allows up to three new family parcels to be approved administratively. The fourth new parcel requires Board of Commissioner's approval.

1. Receive staff report
2. Petitioner comments
3. Receive Public Comment
4. Approve / Deny / Table **FSW 01-17**

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	4/6/2017	Exhibit
Owners Statement	4/6/2017	Exhibit
Preliminary Subdivision Plat	4/6/2017	Exhibit
Family Subdivision Document	4/6/2017	Exhibit
GIS Map	4/6/2017	Exhibit



## Rowan County Planning and Development Department

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

Planning: 704-216-8588 Fax: 704-638-3130

### MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners  
FROM: Franklin Gover, Planner  
DATE: April 7, 2017  
RE: **FSW 01-17**

#### **SUGGESTED BOARD OF COMMISSIONERS ACTION**

- ☐ Receive staff report   ☐ Petitioner comments   ☐ Receive Public Comment  
☐ Approve / Deny / Table **FSW 01-17**

#### **REQUEST AND BACKGROUND**

Stacy and April Childers are requesting a family subdivision waiver to allow a new lot to be created from their property located at the 17600 block of Mooresville Road, further referenced as Rowan County Tax Parcel 575 006. The new parcel is for Edward and Candace David, parents of the property owners.

Previously, three previous family subdivision parcels were approved administratively, plus a minor subdivision approved from parcel 575 006. The Rowan County Subdivision Ordinance allows up to three new family parcels to be approved administratively. The fourth new parcel requires Board of Commissioner's approval. The previously approved divisions include the following:

#### Family Subdivisions

FS 53-05; Stacy Childers  
FS 56-05; Cari Saunders  
FS 27-06; Bryan Childers

#### Minor Subdivision

MS 41-15; Barbara Childers

## **FAMILY SUBDIVISIONS**

One of the reasons Rowan County adopted a Subdivision Ordinance was in response to maintenance issues often created by private roads, especially those providing access to a significant number of residences. Requirements specified new divisions could only be established on property containing sufficient public road frontage for both the new and residual lot and where new roads were constructed to meet NCDOT standards. In lieu of these options, the ordinance established a process where a property owner could convey parcels to their immediate family members for the purpose of establishing new residences.

## **WAIVER PROCESS**

The family subdivision waiver process provides the BoC an option to consider relaxing one or more of the family subdivision requirements in a legislative process rather than quasi-judicial (variance through the Board of Adjustment) when undue hardship may result from strict compliance. Traditionally, the BoC have considered waivers for families seeking more than four (4) new lots, conveyance to family members outside the “immediate family”, and lots along easements/rights-of-way less than the required twenty (20) feet in width. Requests are considered based on the below four (4) criteria with a simple majority needed to approve or deny.

## **STAFF REVIEW**

In accordance with Section 22-54 of the Subdivision Ordinance, the BoC Should Consider the following (4) criteria and ensure the waiver “shall not be detrimental to the county and the area surrounding the subdivision”. Staff provides the following comments:

Nature of the proposed subdivision: The proposed subdivision is a family subdivision resulting in one (1) new parcel, for a total of five (5) parcels.

Existing use of the land in the vicinity: The surrounding land uses are residential and agricultural. West Rowan Volunteer Fire Department and Free Will Baptist Church are across Mooresville Rd.

Number of persons to reside or work in the proposed subdivision: The three existing family parcels are deeded to immediate family members, the newly created parcel will be deeded to the property owners parents for a two acre home site.

Probable effect of the proposed subdivision upon traffic conditions in the vicinity: Traffic count information provided by NCDOT’s Comprehensive Transportation Plan (CTP) estimates a carrying capacity of 14,600 average vehicles per day. The most recent traffic count estimates from 2013 tallied 5,100 average daily trips along Mooresville

Road, measured just west of the site, significantly under the estimated capacity. The existing easement is 20 feet wide and has been named for 911 purposes, Lowrance Drive.

#### **STAFF COMMENTS**

This waiver process was established to give the BoC the ability to waive certain requirements of the family subdivision standards in special situations. Based on the above four (4) criteria this request will not be detrimental to the county or surrounding area. Planning Staff provided mailed notice to adjoining property owners to provide public comment (not a hearing) regarding this request.

The applicant submitted a letter of understanding (See Attachment 4.) and the required notarized family subdivision document (See attachment 1.) stating their intent to create a new parcel acknowledging the requirements provided in Section 22-54: 1) All lots created will be for home sites for immediate family members, 2) Only one lot per immediate family member, 3) The lots will not be sold outside of immediate family, 4) Should family wish to not build on their lot, it will be recombined with an adjoining tract.

#### **Attachments**

1. Family Subdivision Document
2. Family Subdivision Plat
3. Letter of Understanding
4. GIS Map



## Gover, Franklin D

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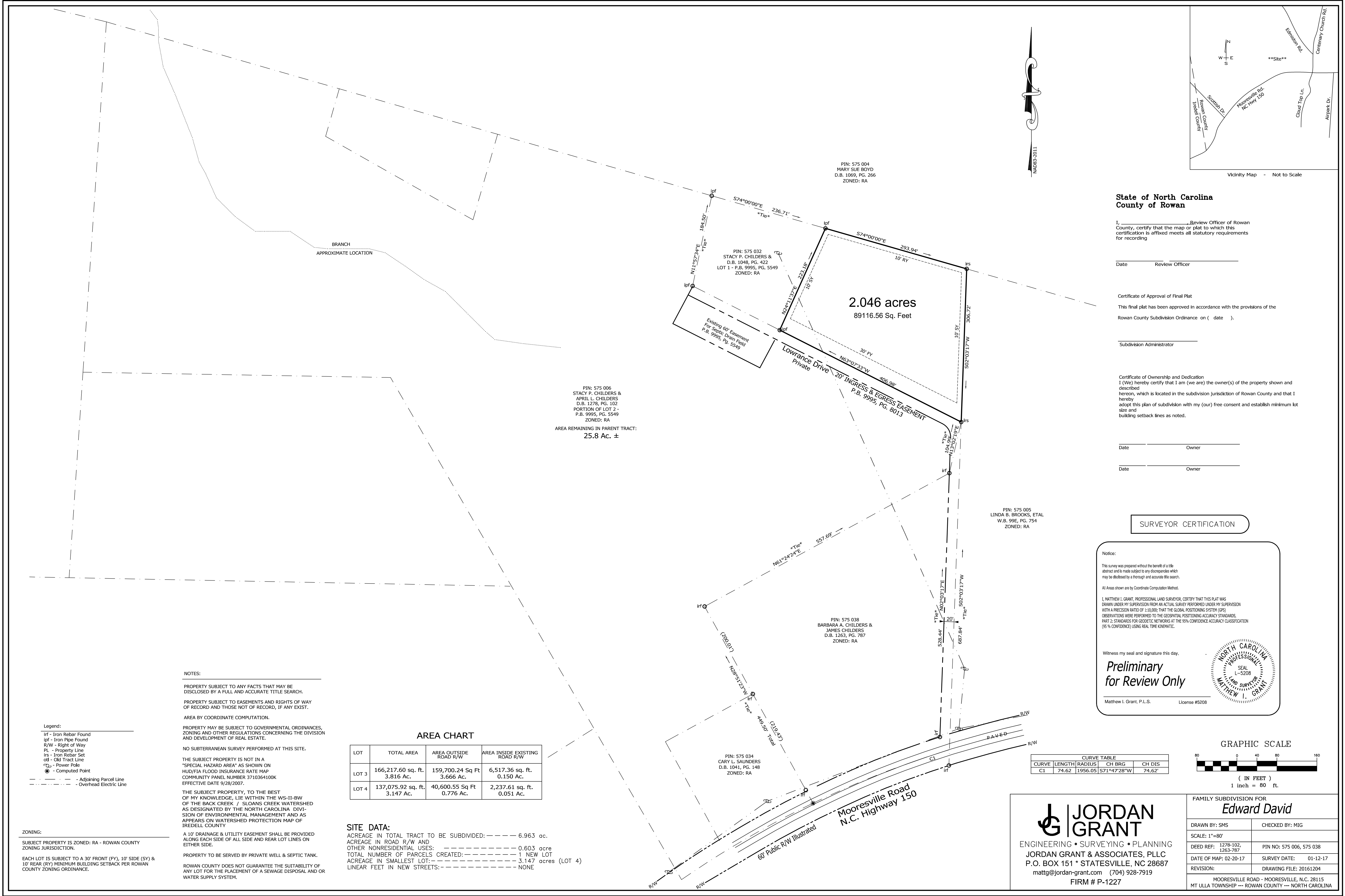
**From:** chil2864@windstream.net  
**Sent:** Thursday, March 02, 2017 1:22 PM  
**To:** Gover, Franklin D  
**Cc:** cdavid5760@gmail.com; lonlyrydr@aol.com  
**Subject:** Land sale to Edward David  
  
**Importance:** High

We Stacy P. and April L. Childers, residing at 17510 Mooresville Rd., are planning to sell approximately 2 acres of our land in Rowan County to April's parents, Edward T. and Candace F. David, to build a new home and make it their permanent residence in our family subdivision.

Please let us know if this meets the requirements that you requested.

Thank you.

Stacy P. Childers  
April L. Childers





## ROWAN COUNTY PLANNING DEPARTMENT

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

www.rowancountync.gov

Telephone 704-216-8588

Fax 704-638-3130

### FAMILY SUBDIVISION DOCUMENT

I, Stacy Perry Childers April Lynn Childers do certify that I am the current owner of  
(current owner)

the property identified as Rowan County tax parcel 575 006, which is being subdivided for conveyance to member(s) of my immediate family\* as indicated below. I realize that the sale, rental or occupancy of the lots by persons who are not members of my immediate family will result in denial of zoning and / or building permits.

Tract 1 Candace Faye David Mother  
Edward Timothy David Father  
Name Relationship to Property Owner

Tract 2 \_\_\_\_\_  
Name Relationship to Property Owner

Tract 3 \_\_\_\_\_  
Name Relationship to Property Owner

Residual \_\_\_\_\_  
Name Relationship to Property Owner  
Stacy Perry Childers April Lynn Childers  
(signature of current property/owner) 2-28-17  
(date)

STATE of North Carolina, COUNTY of Credent

I Kasim Guess, Notary Public for said County and State, do hereby certify that Stacy Perry Childers & April Lynn Childers personally appeared before me this day and acknowledged that the above form was executed by him / her.

This 28th day of February, 20 17.

Kasim Guess  
(notary signature)

My commission expires: May 13th, 2020

\* Immediate family is defined as an individual's grandparents, parents, siblings, children, and grandchildren natural or legal.



PLACE NOTARY SEAL ABOVE



FAMILY SUBDIVISION DOCUMENT CONT.

As the proposed lot recipient, I realize this lot was created exclusively for my benefit and that the sale, rental, or occupancy by others may result in denial of zoning and / or building permits.

Tract 1 Candace F. David 2-28-17  
Edward 2-28-17  
 (signature of proposed property owner) (date)

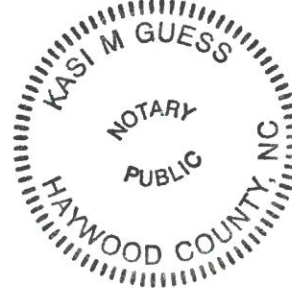
STATE of North Carolina, COUNTY of Craven

Kasi M. Guess, Notary Public for said County and State, do hereby certify that Candace F. David & Edward personally appeared before me this day and acknowledged that the above form was executed by him / her.

This 28th day of February, 2017.

Kasi M. Guess  
 (notary signature)

My commission expires: May 13th, 2020.



PLACE NOTARY SEAL ABOVE

As the proposed lot recipient, I realize this lot was created exclusively for my benefit and that the sale, rental, or occupancy by others may result in denial of zoning and / or building permits.

Tract 2 \_\_\_\_\_  
 (signature of proposed property owner) (date)

STATE of \_\_\_\_\_, COUNTY of \_\_\_\_\_

I \_\_\_\_\_, Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that the above form was executed by him / her.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 (notary signature)

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

PLACE NOTARY SEAL ABOVE





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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** April 10, 2017  
**SUBJECT:** Consider Approval of Work Authorization for Airport Runway Overlay Crown and Groove

---

On November 8, 2016, Rowan County received a letter from the North Carolina Division of Aviation awarding a grant to overlay the runway at Rowan County Airport. This overlay project is intended to re-surface the full length of the runway with a crowned, or center pitched, feature as well as adding perpendicular saw cut grooves. The grooves are designed to channel precipitation away from the runway which minimizes contaminants such as standing water and significantly reduces the risk of hydroplaning. This type of overlay is considered an amenity to pilots over the current smooth runway configuration.

On November 21, 2016, the Board of Commissioners voted to accept the grant award for the overlay project and committed the County's portion of 10% funding required to secure the grant. Rowan County Administration worked with airport engineers Talbert, Bright, and Ellington (TBE) on a work authorization for the project, which is attached for your review. The contract outlines the duties which TBE will perform through every phase of the overlay project including design, bidding, and construction administration as well as the associated cost estimates. If approved, the project will proceed with Talbert, Bright, and Ellington as the selected engineering firm.

Please consider approving Talbert Bright and Ellington's work authorization for the runway overlay project.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Work Authorization	4/10/2017	Cover Memo



**WORK AUTHORIZATION**

FROM FINANCE

**ENGINEERING CONSULTING SERVICES BY:  
TALBERT, BRIGHT & ELLINGTON, INC.**

MAR 28 2017

**FOR:  
RUNWAY OVERLAY**

**AT:  
ROWAN COUNTY AIRPORT**

**REFERENCING:  
NCDOT-DOA #: 36244.56.9.2**

**TBE #3708-1602**

**March 17, 2017**

---

**I. PROJECT SUMMARY**

This project includes one (1) schedule of work contained in one (1) set of bid documents.

The bid documents will include the bituminous concrete overlay of the existing runway pavement with an average thickness of 3.5 inches (variable thickness). Also included will be sawcut grooving of the completed overlay, new pavement markings, shoulder buildup along the new overlay pavement edge, required edge light/threshold light elevation adjustments adjacent to the new overlay pavement edge, the relocation of Runway 02 threshold lighting to meet FAA standards, and required sediment and erosion control measures. The approximate limits of the overlay work area are depicted the project sketch within this Work Authorization.

The design, bidding, and construction of this project will be funded using State funding. The proposed runway overlay pavement will include grade corrections to the existing runway pavement surface to improve the transverse slopes of the runway surface, promoting improved surface water drainage. Variable depths will be required in the proposed runway overlay pavement to achieve the improved transverse slopes. Transitions of the proposed runway pavement overlay onto the intersecting connector taxiways and parallel taxiway ends will also be included. Sawcut grooving will be included as required by FAA Advisory Circular 150/5320-12C since the runway serves turbojet aircraft. The Runway 02 threshold lights will be relocated to the inboard position to meet the standards of FAA Advisory Circular 150/5340-30H. Phasing of the construction work will be based on input from the Sponsor and main airport tenants to minimize impacts during the construction of the project. The Construction Safety and Phasing Plan (CSPP) will be prepared using this input and FAA Advisory Circular 150/5370-2F "Operational Safety on Airports During Construction". The CSPP will be submitted to NCDOA for review prior to submitting to OE/AAA.

Design standards to be used in the project include, but are not limited to, the Federal Aviation Administration's Advisory Circulars: 150/5320-6F "Airport Pavement Design and Evaluation"; 150/5320-12C "Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces"; 150/5340-1L "Standards for Airport Marking"; 150/5300-13A "Airport Design"; 150/5340-30H "Design and Installation Details for Airport Visual Aids".

During the project formulation, Work Authorization iterations will be necessary to establish the final scope of services and associated fee. Also included in the project formulation is the administrative cost of managing subconsultants. This is reflected in equivalent hours under the Task B.3 line item of Appendix C as allowed by FAA Advisory Circular 150/5100-14E.

Included in this project will be the completion of a Categorical Exclusion. It is anticipated that this project will be categorically excluded and no environmental assessment, permitting and mitigation are anticipated.

Due to the need to improve the transverse slopes with the proposed runway overlay pavement, variable depth overlay areas will be included in the design. The design effort and plan preparation include considerable time to determine the variable depth bituminous concrete overlay requirements that need to be identified to the contractor to provide positive drainage.

The construction phase services for this project include coordination with the Owner for award of the construction contract; preparation and distribution of Contract Documents and Released For Construction plans and specifications to the Contractor; follow up with FAA on 7460; coordinating and conducting the Preconstruction Conference and preparation of minutes; review project schedule and updated schedules submitted by Contractor; coordination and review of Contractor submittals; Bi-Weekly Construction visits/Progress Meetings outlines and meeting minutes; review field change requests and related correspondence; prepare and distribute general construction correspondence through the project; review quality acceptance test results; update PWL spreadsheets from test results; review and process Contractor pay requests; conduct a Final Inspection and prepare/distribute punch list items letter; develop record drawings; assist Rowan County with Grant Closeout and prepare Grant closeout paperwork.

## **II. CONSULTANT'S SCOPE OF WORK OVERVIEW**

Engineering and Planning Services will be provided for preparation of design, bidding, construction administration, and inspection of the contract plans and specifications for one (1) schedule of work contained in one (1) set of bid documents, with the intent of all the work being funded by one grant, as depicted in the attached exhibits, for the Rowan County Airport in accordance with the Master Contract.



The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A1 and B will apply; specifically basic services of the Work Authorization will be a lump sum of **\$163,158.14** (including reimbursable expenses). Special services shall be performed on a not-to-exceed basis with a budget of **\$145,556.63**. The total value of this Work Authorization shall not exceed **\$308,714.77** without additional authorization.

### III. DESIGN CRITERIA AND REQUIREMENTS

- \* ADO Generated "Airport Sponsor Grant Expectations"
- \* FAA AC 150/5300-13A; Airport Design
- \* FAA AC 150/5320-6E; Airport Pavement Design and Evaluation
- \* FAA AC 150/5320-12C; Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
- \* FAA AC 150/5340-11L; Standards for Airport Markings
- \* FAA AC 150/5370-2E; Operational Safety On Airports During Construction
- \* FAA AC 150/5370-10G; Standards for Specifying Construction of Airports
- \* FAA AC 150/5340-30H Design and Installation Details for Airport Visual Aids

\*Advisory Circulars used will be most up to date versions.

### IV. WORK TASKS

#### BASIC SERVICES

The Engineer will prepare one (1) set of plans and specifications as part of the Design Phase services. One schedule of work will include all of the proposed work. The approximate limits of the pavement overlay are depicted on the project sketch within this Work Authorization.

#### **DESIGN PHASE SUBMITTAL (90%):**

This design phase is intended to reflect the runway pavement overlay design and reflective cracking mitigation based on the geotechnical study findings and recommendations. The Engineer will provide the 90% design documents for review and comment by the client, the local authorities/stakeholders and the NCDOT-Division of Aviation.

The intended deliverables for this submittal shall include:

- A. Preliminary Engineering Report
- B. Itemized estimated cost of construction with 12% contingency
- C. List of general conditions, special provisions and technical specifications intended for bidding in PDF format
- D. Preliminary plans including in PDF format:
  - 1. Cover Sheet
  - 2. Quantities and General Notes
  - 3. Construction Safety and Phasing Plan
  - 4. Phasing Notes and Details

5. Overlay Plans
  6. Grading Plans
  7. Erosion Control Plan and Details
  8. Typical Sections and Pavement Details
  9. Geometric and Marking Plan
  10. Grooving Plan
  11. Miscellaneous Details
- E. The topographic survey and geotechnical investigation will be complete by this time, and summaries will be provided as appendices to the preliminary Engineer's Report. The survey will be incorporated into the drawings by the 90% submittal.
- F. Coordination and Review Meetings: The consultant shall engage in a 90% design review meeting at the client's office with the airport representatives AND the state/federal agency providing the funding for the project approximately 2-3 weeks after submission of the Design Phase Submittal Deliverables.
- G. Any other information deemed germane to the submittal.

**DESIGN PHASE SUBMITTAL (100%):**

This design phase is intended to reflect the final design that incorporates comments from the 90% design submittal and an in-house QA review by the Engineer. The Engineer will provide the 100% design documents for review and comment by the client, the local authorities/stakeholders and the NCDOT-Division of Aviation.

The intended deliverables for this submittal shall include:

- A. Final Engineering Report (signed and sealed using the Federal Aviation Administration's "Recommended Outline for Engineer's Design Report.")
- B. Itemized estimated cost of construction with 10% contingency
- C. List of general conditions, copies of special provisions and technical specifications intended for bidding in PDF format
- D. Final plans including in PDF format:
  1. Cover Sheet
  2. Quantities and General Notes
  3. Construction Safety and Phasing Plan
  4. Phasing Notes and Details
  5. Overlay Plans
  6. Grading Plans
  7. Erosion Control Plan and Details
  8. Typical Sections and Pavement Details
  9. Geometric and Marking Plan
  10. Miscellaneous Details
- E. Any other information deemed germane to the submittal.



**BIDDING PHASE DELIVERABLES:**

The Engineer will place and pay for the classified advertisement for Rowan County. Engineer will attend one (1) bid opening for each schedule of work and provide a bid tabulation of bids received, and submittal of MBE/WBE participation proposed by lowest responsive bidder to NC Division of Aviation for review and concurrence by the NC Division of Aviation. Upon receipt of written approval from NC Division of Aviation, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner, including a letter stating how bidder is pre-qualified with NCDOT.

**CONSTRUCTION PHASE DELIVERABLES:**

The Engineer will provide a Released for Construction set of plans and specifications to the NCDOA, Sponsor and three (3) sets requested by the Contractor. The Engineer will also provide minutes for the Preconstruction Conference in PDF format, along with minutes for Progress Meetings in PDF format. The Engineer will prepare each monthly contractor pay request and the final pay request at project closeout. Preparation of record drawings by the Engineer will also be included, along with final grant closeout paperwork. A testing summary will be provided of all quality assurance test results performed during the project. A copy of the As-Built Survey will be provided for the construction areas.

**SPECIAL SERVICES**

**Task 1 –Topographic Survey (Accutech Surveying & Mapping, LLP)**

The topographic survey will cover approximately 17 acres that include the proposed construction site. The survey will provide locations and identifications of all planimetric features, including pavement edge, runway/taxiway edge lights, signs, other planimetrics, etc. within the survey area will be located horizontally. Topographic ground survey will be provided using 1-foot contour interval standards within the indicated area. The existing pavement shots need to be on 25-foot grid lines to “overlay standards”. Any additional cross sections between the normal 25-foot grid where obvious irregularities and grade breaks exist will be surveyed as well. Pipe inverts are not needed. Taxiway lights shall be located and spot elevations given at the frangible coupling or base can. There shall be benchmarks set at various locations around the project limits that will be able to be used by the Contractor once he starts to overlay the pavement. Vertical control shall be based on U.S. Coastal and Geodetic Datum (NAVD 88). Horizontal control shall be based on state plane coordinate system (NAD 83). Spot elevations shall be given to  $\pm 0.01$  feet for paved sections and  $\pm$  feet for turfed sections.

**Task 2 – Predesign Geotechnical (Geotechnologies, Inc.)**

1. Twenty-eight (28) soil borings have been requested for proposed runway overlay. Boring depths will be to 5 feet or auger refusal, whichever comes first.
2. In-place CBR tests will be performed at each test location using Corps of Engineers dynamic cone penetrometer. The dynamic cone penetrometer will be driven a minimum of 2 feet into the subgrade. Additional tests will also be performed using a Sowers dynamic cone penetrometer.

3. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing.
4. Laboratory testing will include but not be limited to Standard Proctor (ASTM D-698), laboratory soaked CBR tests (ASTM D-1883), Atterberg limits tests ASTM D-431, Grainsize-Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216).

Upon completion of the field and laboratory investigation, we will provide an engineering report which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including subsurface soil profile and strengths, photographs and laboratory data. The report will include a discussion of conditions found on the runway and will include subgrade CBR values. Conditions which could impact construction will also be included.

#### Task 3 – Full-Time Resident Project Representative

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with “Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative” of the Master Contract. Assume 70 hours per week over a 60-calendar day contract time allotment for budget purposes during construction.

#### Task 2 – Quality Assurance Testing

Quality assurance and acceptance testing required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout. Assumed a 60-calendar day contract time allotment for budget purposes during construction.

#### Task 3 – As-Built Survey

An as-built survey of the proposed improvements for this project will be provided after all work is complete. This topographic survey will not be performed in accordance with FAA Advisory Circular 150/5300-18B and related advisory circulars unless specifically instructed otherwise by the NC Division of Aviation or Rowan County.

**Note: This Work Authorization does not include preparing a WBE/MBE plan or goal. The WBE/MBE goal is to be provided by NCDOT-DOA. TBE will send construction estimate to NCDOT-DOA in order for NCDOA to set goal.**

## **V. PROJECT SCHEDULE**

Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.



## **VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS**

It is assumed that the design will follow standard FAA requirements and one (1) primary schedule of work (in one plan/specification set) will be provided, with the intent of funding being provided by one grant. The approximate limits of the pavement overlay are depicted the project sketch within this Work Authorization. It is also assumed that the Runway 02 Threshold will not be displaced during this project, but will be displaced during the Runway 20 Extension project. Also, it is assumed that at least three (3) responsive bids will be obtained during the first bid opening, so only one (1) bid opening is required, consistent with North Carolina Bidding Statutes. See Sections "I" and "II" above for additional assumptions related to the proposed scope of services. It is also assumed that the As-Built Survey will not have to conform to FAA Advisory Circular 150/5300-18B.

## **VII. OTHER**

**The NCDOT-Division of Aviation shall provide confirmation on the applicable WBE/MBE construction goals, to incorporate into the bidding documents based on the funding source for the project.**

**VIII. CONTACT/CLOSING**

**Agreed as to Scope of Services, Time Schedule, and Budget:**

**OWNER:**  
**ROWAN COUNTY**  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180

**ENGINEER:**  
**TALBERT, BRIGHT &  
ELLINGTON, INC.**  
3525 Whitehall Park Drive  
Suite 210  
Charlotte, NC 28273  
704-426-6070

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

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

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
VICE PRESIDENT  
TITLE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
MARCH 20, 2017  
DATE:

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
WITNESS:

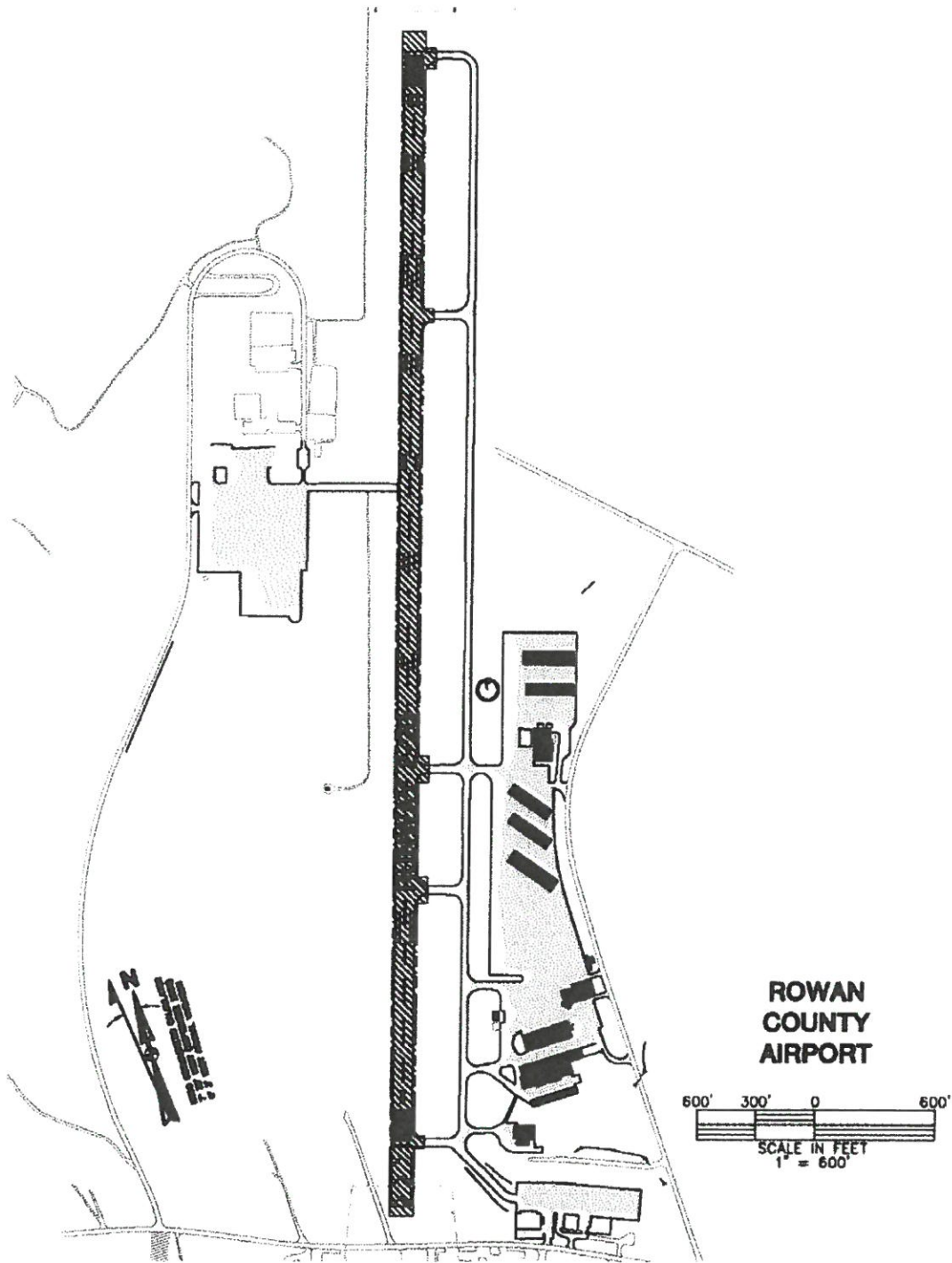
**ENGINEER PROJECT MANAGER  
CONTACT INFORMATION:**

**J. Andrew Shook, P.E.**  
Talbert, Bright & Ellington, Inc.  
3525 Whitehall Park Drive  
Suite 210  
Charlotte, NC 28273  
704-426-6070

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

\_\_\_\_\_  
FINANCE DIRECTOR

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2



Project Sketch

**APPENDIX A: DRAWING SHEET LIST**

1. Cover Sheet
2. Quantities and General Notes
3. Construction Safety and Phasing Plan
4. Phasing Notes and Details
5. Overlay Plans
6. Grading Plans
7. Erosion Control Plan and Details
8. Typical Sections and Pavement Details
9. Marking Plan
10. Grooving Plan
11. Miscellaneous Details




**APPENDIX B: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E**

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services, but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

- a. Effective date of contract.
- b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
- c. Nature, extent, and character of the project, the location thereof, and the time limitations.
- d. Services, including performance and delivery schedules, to be rendered by the consultant.
- e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
- f. Delineation of the duties and responsibilities of the resident engineer/inspector.
- g. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
- h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
- i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
- j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
- k. Provision for the termination of the consultant services before completion of work.
- l. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
- m. Provision for preparation of an Engineer's Design Report and Final Report.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

**APPENDIX C: BASIC SERVICES LUMP SUM FEE AND NOT TO EXCEED**

TALBERT, BRIGHT & ELLINGTON	MAN-HOUR/FEE ESTIMATE SUMMARY PAGE ROWAN COUNTY AIRPORT RUNWAY OVERLAY	 <div style="display: inline-block; vertical-align: middle;">             DIVISION OF AVIATION  <small>AVIATION, AIRPORTS, AND AIRPORTS</small> </div>
GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.		
<b>BASIC AND SPECIAL SERVICES: LABOR SUMMARY</b>		
<b>MAJOR TASK:</b>	<b>MAJOR TASK DESCRIPTION:</b>	<b>COST:</b>
TASK A - LABOR	(A-102) ENVIRONMENTAL DOCUMENTATION	\$2,366.21
TASK B - LABOR	(A-104) DESIGN - PG 1	\$91,504.72
TASK C - LABOR	(A-104) DESIGN - PG 2	\$18,740.38
TASK D - LABOR	(A-104) BIDDING	\$9,444.56
TASK E - LABOR	(A-104) CONSTRUCTION ADMINISTRATION	\$37,095.41
TASK F - LABOR	(A-105) RESIDENT PROJECT REPRESENTATIVE	\$57,220.03
TASK G - LABOR		\$0.00
TASK H - LABOR		\$0.00
TASK I - LABOR		\$0.00
TASK J - LABOR		\$0.00
<b>SUBTOTAL LABOR:</b>		<b>\$216,371.31</b>
<b>BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST</b>		
TASK A - EXPENSES	(A-102) ENVIRONMENTAL DOCUMENTATION	\$178.56
TASK B - EXPENSES	(A-104) DESIGN	\$804.66
TASK C - EXPENSES		\$0.00
TASK D - EXPENSES	(A-104) BIDDING	\$2,029.24
TASK E - EXPENSES	(A-104) CONSTRUCTION ADMINISTRATION	\$994.40
TASK F - EXPENSES	(A-105) RESIDENT PROJECT REPRESENTATIVE	\$7,926.60
TASK G - EXPENSES		\$0.00
TASK H - EXPENSES		\$0.00
TASK I - EXPENSES		\$0.00
TASK J - EXPENSES		\$0.00
<b>SUBTOTAL NON-SALARY DIRECT COSTS:</b>		<b>\$11,933.46</b>
<b>SUBCONSULTANTS OR SUBCONTRACTORS</b>		
(A-102) Geotechnical Inv. (Attach contract)	PROVIDED BY Geotechnologies	\$10,000.00
(A-102) Survey (Attach contract)	PROVIDED BY AccuTech	\$5,000.00
(A-102) QA Testing (Attach contract)	PROVIDED BY Geotechnologies	\$54,910.00
(A-105) As-Built Survey (Attach contract)	PROVIDED BY AccuTech	\$10,500.00
(Attach contract)	PROVIDED BY	
(Attach contract)	PROVIDED BY	
(Attach contract)	PROVIDED BY	
(Attach contract)	PROVIDED BY	
(Attach contract)	PROVIDED BY	
(Attach contract)	PROVIDED BY	
<b>SUBTOTAL OF SUBCONSULTANTS:</b>		<b>\$80,410.00</b>
<b>TOTAL FEE:</b>		<b>\$308,714.77</b>
PREPARED BY:	Andrew Shook, P.E.	SPONSOR:
TITLE:	Project Manager	Aaron Church
REPRESENTING:	Talbert, Bright & Ellington	TITLE:
DATE:	3/17/2017	County Manager
		WBS NUMBER:
		SIGNATURE:



[illegible]



[illegible]



[illegible]

[illegible]



[illegible]

(Template Date: 05/2014)



[illegible]

AV Fee Estimate (AV-201)


(Template Date: 03/2014)



**NCDOT-DOA #: 36244.56.9.2**

AV FeeEstimate (AV-201) (5/14)


**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK**  
**CONTRACT FOR DESIGN/BID/CA PHASE SERVICES**  
**RUNWAY OVERLAY**  
**NCDOT-DOA #: 36244.56.9.2**

<b>ALBERT, BRIGHT &amp; ELLINGTON</b>		<b>MAN-HOUR FEE ESTIMATE</b> ROWAN COUNTY AIRPORT RUNWAY OVERLAY		 <b>DIVISION OF AVIATION</b> <small>FLIGHT - DESIGN - CONSTRUCTION - RECONSTRUCTION</small>	
<b>BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST</b>					3/17/2017
(A-104) DESIGN					
<b>GENERAL PROJECT WORK:</b>					
	<b>QTY</b>	<b>DESCRIPTION</b>		<b>UNIT COST</b>	
<b>Travel:</b>					
Personal Mileage	3	Trip(s) in Sedan @	102 miles @	\$0.560	\$171.36
	0	Trip(s) in Carry-All @	0 miles @	\$0.580	\$0.00
Per Diem:	0	Breakfast	each	\$8.20	\$0.00
	3	Lunch	each	\$10.70	\$32.10
	0	Dinner	each	\$18.40	\$0.00
	0	Day	each	\$37.30	\$0.00
	0	Lodging (on lump sum Incl. taxes)	each	\$73.50	\$0.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate	each	\$250.00	\$0.00
Reproduction:	1600	8 1/2 x 11 B & W Copies	each	\$0.04	\$64.00
	12	11 x 17 B & W Copies	each	\$0.10	\$1.20
	0	8 1/2 x 11 Color Copies	each	\$0.25	\$0.00
	0	11 x 17 Color Copies	each	\$0.50	\$0.00
	2000	SQ. FT. of Plots (B & W) - Bond	sq. ft	\$0.22	\$436.00
Shipping / Postage	4	Express Shipping	each	\$20.00	\$80.00
	4	USPS Postage	each	\$5.00	\$20.00
<b>Subtotal</b>					<b>\$804.66</b>
<b>MISCELLANEOUS DIRECT EXPENSES:</b>					
<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Subtotal</b>					<b>\$0.00</b>
<b>TOTAL:</b>					<b>\$804.66</b>

AV FeeEstimate (AV-201) (5/14)



**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK**  
**CONTRACT FOR DESIGN/BID/CA PHASE SERVICES**  
**RUNWAY OVERLAY**  
**NCDOT-DOA #: 36244.56.9.2**

TALBERT, BRIGHT & ELLINGTON		<b>MAN-HOUR FEE ESTIMATE</b> ROWAN COUNTY AIRPORT RUNWAY OVERLAY		 DIVISION OF AVIATION <small>THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION</small>	
3/17/2017					
<b>BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST</b> (A-104) BIDDING					
<b>GENERAL PROJECT WORK:</b>					
	<b>QTY</b>	<b>DESCRIPTION</b>		<b>UNIT COST</b>	
<b>Travel:</b>					
Personal Mileage	2	Trip(s) in Sedan @	102 miles @	\$0.560	\$114.24
	0	Trip(s) in Carry-All @	0 miles @	\$0.580	\$0.00
Per Diem:	0	Breakfast	each	\$8.20	\$0.00
	2	Lunch	each	\$10.70	\$21.40
	0	Dinner	each	\$18.40	\$0.00
	0	Day	each	\$37.30	\$0.00
	0	Lodging (on lump sum incl. taxes)	each	\$73.50	\$0.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate	each	\$250.00	\$0.00
<b>Reproduction:</b>	800	8 1/2 x 11 B & W Copies	each	\$0.04	\$32.00
	0	11 x 17 B & W Copies	each	\$0.10	\$0.00
	0	8 1/2 x 11 Color Copies	each	\$0.25	\$0.00
	0	11 x 17 Color Copies	each	\$0.50	\$0.00
	1200	SQ. FT. of Plots (B & W) - Bond	sq. ft	\$0.22	\$261.60
<b>Shipping / Post:</b>	6	Express Shipping	each	\$25.00	\$150.00
	15	USPS Postage	each	\$10.00	\$150.00
				<b>Subtotal</b>	<b>\$729.24</b>
<b>MISCELLANEOUS DIRECT EXPENSES:</b>					
<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	
	1	Bid Advertisement	1	\$ 1,300.00	\$1,300.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				<b>Subtotal</b>	<b>\$1,300.00</b>
				<b>TOTAL:</b>	<b>\$2,029.24</b>

AV FeeEstimate (AV-201) (5/14)

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK**  
**CONTRACT FOR DESIGN/BID/CA PHASE SERVICES**  
**RUNWAY OVERLAY**  
**NCDOT-DOA #: 36244.56.9.2**

ALBERT, BRIGHT & ELLINGTON	<b>MAN-HOUR FEE ESTIMATE</b> ROWAN COUNTY AIRPORT RUNWAY OVERLAY	DIVISION OF AVIATION <small>AVIATION DIVISION</small>		
<b>BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST</b> (A-104) CONSTRUCTION ADMINISTRATION		3/17/2017		
<b>GENERAL PROJECT WORK:</b>				
QTY	DESCRIPTION	UNIT COST		
<b>Travel:</b>				
Personal Mileage	10 Trip(s) in Sedan @ 102 miles @	\$0.560 \$571.20		
	0 Trip(s) in Carry-All @ 0 miles @	\$0.580 \$0.00		
Per Diem:	0 Breakfast each	\$8.20 \$0.00		
	0 Lunch each	\$10.70 \$0.00		
	0 Dinner each	\$18.40 \$0.00		
	0 Day each	\$37.30 \$0.00		
	0 Lodging (on lump sum Incl. taxes) each	\$73.50 \$0.00		
	0 Incidental Expenses each	\$5.00 \$0.00		
Rental Car	0 Sedan	\$45.00 \$0.00		
	0 Mileage for Rental Car Only miles @	\$0.20 \$0.00		
Airfare	0 Flight Origin/Destination & Rate each	\$250.00 \$0.00		
<b>Reproduction:</b>	800 8 1/2 x 11 B & W Copies each	\$0.04 \$32.00		
	0 11 x 17 B & W Copies each	\$0.10 \$0.00		
	0 8 1/2 x 11 Color Copies each	\$0.25 \$0.00		
	0 11 x 17 Color Copies each	\$0.50 \$0.00		
	900 SQ. FT. of Plots (B & W) - Bond sq. ft	\$0.22 \$196.20		
<b>Shipping / Postage</b>	6 Express Shipping each	\$20.00 \$120.00		
	15 USPS Postage each	\$5.00 \$75.00		
<b>Subtotal</b>		<b>\$994.40</b>		
<b>MISCELLANEOUS DIRECT EXPENSES:</b>				
ITEM	QTY	DESCRIPTION	UNIT	UNIT COST
			each	\$ -
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Subtotal</b>				<b>\$0.00</b>
<b>TOTAL:</b>				<b>\$994.40</b>

AV FeeEstimate (AV-201) (5/14)



**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK**  
**CONTRACT FOR DESIGN/BID/CA PHASE SERVICES**  
**RUNWAY OVERLAY**  
**NCDOT-DOA #: 36244.56.9.2**

ALBERT, BRIGHT & ELLINGTON	<b>MAN-HOUR FEE ESTIMATE</b> ROWAN COUNTY AIRPORT RUNWAY OVERLAY	DIVISION OF AVIATION <small>STATE OF NORTH CAROLINA</small>
		3/17/2017
<b>BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST</b> (A-105) RESIDENT PROJECT REPRESENTATIVE		
<b>GENERAL PROJECT WORK:</b>		
QTY	DESCRIPTION	UNIT COST
<b>Travel:</b>		
Personal Mileage	2 Trip(s) in Sedan @ 150 miles @	\$0.560 \$168.00
	0 Trip(s) in Carry-All @ 0 miles @	\$0.580 \$0.00
Per Diem:	67 Breakfast each	\$8.20 \$549.40
	67 Lunch each	\$10.70 \$716.90
	67 Dinner each	\$18.40 \$1,232.80
	Day each	\$37.30 \$0.00
	67 Lodging (on lump sum incl. taxes) each	\$73.50 \$4,924.50
	67 Incidental Expenses each	\$5.00 \$335.00
Rental Car	0 Sedan	\$45.00 \$0.00
	0 Mileage for Rental Car Only miles @	\$0.20 \$0.00
Airfare	0 Flight Origin/Destination & Rate: each	\$250.00 \$0.00
<b>Reproduction:</b>	0 8 1/2 x 11 B & W Copies each	\$0.04 \$0.00
	0 11 x 17 B & W Copies each	\$0.10 \$0.00
	0 8 1/2 x 11 Color Copies each	\$0.25 \$0.00
	0 11 x 17 Color Copies each	\$0.50 \$0.00
	0 SQ. FT. of Plots (B & W) - Bond sq. ft	\$0.22 \$0.00
<b>Shipping / Postage</b>	0 Express Shipping each	\$20.00 \$0.00
	0 USPS Postage each	\$5.00 \$0.00
		<b>Subtotal \$7,926.60</b>
<b>MISCELLANEOUS DIRECT EXPENSES:</b>		
ITEM	QTY	DESCRIPTION
		each \$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		<b>Subtotal \$0.00</b>
		<b>TOTAL: \$7,926.60</b>

AV FeeEstimate (AV-201) (5/14)

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**



December 16, 2016

**Mr. Andy Shook, P.E.**  
**Talbert, Bright & Ellington, Inc.**  
4944 Parkway Plaza Boulevard  
Suite 350  
Charlotte, NC 28217

Reference: Proposal for Pavement & Subsurface Investigation  
Runway 2-20  
Rowan County Airport  
Salisbury, North Carolina  
GeoTechnologies Proposal No. 1-16-0619

Dear Mr. Shook:

GeoTechnologies, Inc. is pleased to submit this proposal to provide a pavement and subsurface investigation for the proposed rehabilitation of Runway 2-20 at Rowan County Airport in Salisbury, North Carolina. Our proposal includes a scope of work and a recommended budget for the project.

**STATEMENT OF QUALIFICATIONS**

GeoTechnologies, Inc. was formed in January 1992 as a professional engineering firm to provide geotechnical engineering and construction materials testing for the engineering, architectural and construction industry. The firm's founding partners have more than 100 years combined experience in geotechnical engineering and materials testing. Project experience includes thousands of projects in the public and private sectors ranging from small residential structures to major industrial projects. GeoTechnologies has completed over 20,000 projects throughout the Southeast and Mid-Atlantic states since its founding in 1992. GeoTechnologies offers a full range of geotechnical and materials testing with a present staff of 45 employees.

Airport Experience. Since its founding in 1992, GeoTechnologies, Inc. has provided geotechnical engineering and quality control/assurance testing for over 500 FAA and State sponsored projects with construction costs between \$200,000 and \$4 million. Employees of GeoTechnologies have a total combined airport experience of over 600 projects with construction costs of \$200,000 to \$50 million. Services provided on these projects have included:

1. Geotechnical Subsurface Investigations and Foundation Design Recommendations for New Terminal Facilities and other Airport Related Facilities.
2. Pavement Condition Surveys Including Recommendations for Rehabilitation and Overlay Designs.
3. Quality Assurance Testing During Construction
4. Resident Inspection Services During Construction
5. Analysis of Materials Problems

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**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

Talbert, Bright & Ellington, Inc.  
December 16, 2016  
Page: 2

GeoTechnologies has previous project experience at Rowan County Airport through several pavement and surface investigations. We performed a pavement and subsurface investigation on Runway 2-20 in 1999.

#### **SCOPE OF WORK**

Based on our review of a Request of Proposal dated December 12, 2016 we understand the following scope of work is required by the project.

1. The runway will be inspected by a Senior Inspector experienced in pavement rehabilitation and design prior to performing test borings. Boring locations will be marked during the visual inspection.
2. Twenty-eight (28) pavement borings have been requested for proposed runway rehabilitation. Boring depths will be to 5 feet below subgrade or auger refusal, whichever comes first.
3. In-place CBR tests will be performed at each test location using Corps of Engineers dynamic cone penetrometer. The dynamic cone penetrometer will be driven a minimum of 2 feet into the subgrade. Additional tests will also be performed using a Sowers dynamic cone penetrometer.
4. Representative samples of base materials and soils from the test borings will be retained for visual classification and laboratory testing.
5. Laboratory testing will include Atterberg limits tests ASTM D-431, Grainsize-Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216).
6. We anticipate that the borings will be completed during night time hours. We have included costs for lighted closed runway markers in our estimate. Assuming that a minimum of 8 hours will be available each night, we feel that all the field work will be completed within 4 nights.

Upon completion of the field and laboratory investigation, we will provide an engineering report which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including subsurface soil profile and strengths and laboratory data. The report will include a discussion of conditions found on the runway and will include subgrade CBR values for each test boring. Conditions which could impact construction of new pavements will be included. All pavement borings will be patched as they are completed.

#### **COST OF SERVICES**

A Cost Estimate is attached for your review. Based on the proposed Scope of Work, we have estimated the cost of our services to be as follows.

Table 1 Standard Pavement Evaluation	\$ 10,000.00
--------------------------------------	--------------

We will not exceed this cost without direct authorization by the Engineer and will only invoice for the actual time and tests performed. Invoicing for our services will be based on the unit rates shown on the attached Table 1.





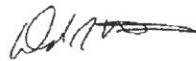
**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

Talbert, Bright & Ellington, Inc.  
December 16, 2016  
Page: 3

GeoTechnologies, Inc. appreciates this opportunity to present our proposal to Talbert, Bright & Ellington, Inc. If you have any questions concerning our proposal, please do not hesitate to contact us.

Sincerely,

GeoTechnologies, Inc.



David R. Harris  
Senior Inspector





**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK**  
**CONTRACT FOR DESIGN/BID/CA PHASE SERVICES**  
**RUNWAY OVERLAY**  
**NCDOT-DOA #: 36244.56.9.2**

Talbert, Bright & Ellington, Inc.  
December 16, 2016  
Page: 4

**TABLE 1**  
**COST ESTIMATE**

Proposal for Pavement Evaluation  
Runway 2-20  
Rowan County Airport  
Salisbury, North Carolina  
GeoTechnologies Proposal No. 1-16-0619

**Field Services**

36	Hours, Coring Crew & Equipment @ \$125.00 Per Hour	\$	4,500.00
4	Days, Crew Subsistence @ \$300.00 Per Day	\$	1,200.00
28	Holes Patched @ \$8.50 Each	\$	238.00
1	Closed Runway Markers, Lump Sum	\$	300.00

**Laboratory Services**

5	Grainsize (Wash #200 Sieve - Soil) @ \$65.00 Each	\$	325.00
3	Aggregate Base Course Gradations @ \$120.00 Each	\$	360.00
5	Atterberg Limits Tests @ \$65.00 Each	\$	325.00
35	Moisture Content Tests @ \$7.00 Each	\$	245.00

**Engineering Services - Site Reconnaissance & Boring Layout**

12	Hours, Senior Inspector @ \$85.00 Per Hour	\$	1,020.00
270	Miles @ \$0.60 Per Mile	\$	162.00
1	Day, Per Diem @ \$150.00 Per Day	\$	150.00

**Engineering Services - Report Preparation**

8	Hours, Senior Inspector @ \$85.00 Per Hour	\$	680.00
3	Hours, Senior Engineer @ \$120.00 Per Hour	\$	360.00
3	Hours, Secretary/Drafting Time @ \$45.00 Per Hour	\$	135.00

**Estimated Cost    \$    10,000.00**



**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**



December 15, 2016

Mr. Andrew J. Shook, PE  
Talbert Bright & Ellington  
3525 Whitehall Park Drive  
Suite 210  
Charlotte, NC 28273

Re: RUQ Runway Overlay Verification

Dear Mr. Shook:

AccuTech is pleased to submit this price proposal to prepare As Built surveying and mapping as outlined in your RFP e mail dated December 9, 2016 and attached hereto.

**Scope of Work**

1. Confirm survey control from our January of 2009 survey, (AccuTech project 09032) and report our findings on each of the survey control points listed in the 2009 survey.
2. Confirm on 500' stations with 25' offsets, each EP, Runway Centerline, and 50' each side of the EP. The 500' stations will start at station 10+00 which is the physical runway 2 end, and continue through the runway 29 end.
3. AccuTech will verify in CAD the cross sections with our 2009 survey.

**Deliverable Products**

AccuTech will deliver our check drawing showing only the control points and the 500' cross sections. Please note that your RFP contains language that is not included in this proposal. Any data between the 500' cross sections, shall be considered unverified. This survey is more than seven (7) years old, and no verification outside of what has been requested will be performed.

**546 Newell Street NW Concord, NC 28025  
PHONE: 704-784-3286 FAX: 704-784-3581  
EMAIL: [accutech@accutechsurveying.com](mailto:accutech@accutechsurveying.com)**

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

**December 15, 2016**  
**Page 2**

**Schedule**

AccuTech will prepare the survey and mapping within 30 working days of written notice to proceed.

**Fee**

AccuTech's price to perform the above described surveying & mapping will be **\$5,000.00**

Any items not listed in the Scope of Service would be considered Additional Services and would be hourly unless negotiated with the Owner or owner's agent. All items, which will be Additional Services, **would be discussed with the Owner in a written request, and a written response to proceed** from the Owner is required.


We look forward to working with you on this project and thank you for allowing us to help you. If the above is acceptable, please indicate acceptance by execution of document and forwarding a copy back to us. If you have any questions regarding our proposal, please call me.


Proposed by:

Agreed to and Accepted by:

**AccuTech Surveying & Mapping, LLP**

**Talbert Bright & Ellington**

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Chad A. Byrd, Partner, December 15, 2016  
Printed Name & Title Date

\_\_\_\_\_  
Printed Name & Title Date

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

**TALBERT, BRIGHT & ELLINGTON**  
*Engineering & Planning Consultants*

December 9, 2016

Mr. Chad Byrd  
Accutech Surveying & Mapping  
546 Newell Street NW  
Concord, NC 28025

RE: Request for Proposal - Survey  
Runway Overlay  
Rowan County Airport  
Salisbury, North Carolina  
TBI Project No. 3708-1602

Dear Mr. Byrd:

Talbert Bright & Ellington, Inc. (TBE) is preparing a contract for the design to rehabilitate the runway at the Rowan County Airport, in Salisbury, North Carolina. TBE requests that your firm submit a proposal for the following scope of work.

**SCOPE:**

1. A ground survey was performed by your firm in 2009 for the runway overlay. Your proposal should include surveying services to confirm the 2009 survey deliverables are still valid.
2. The survey does not need to meet Advisory Circular 150-5300-18B.
3. It is requested that topographic and planimetric information be confirmed from the previous survey. One-foot topography should be included in all areas marked on the map.
4. Establish a Baseline along the centerline of Runway 2-20. The baseline shall be set with the edge of pavement at Runway 2 end being Station 10+00. The Baseline shall extend from Station 10+00 to the visible end of each Runway. Provide a centerline profile and runway end point elevations for each runway and connecting taxiway between the runway and parallel taxiway.
5. In the previous survey, ground shots were taken on each fifty (50) foot station with spots on the offset taken every twenty five (25) feet, including centerline and edge of pavement spots. To confirm the previous survey, please obtain ground cross sections at each five hundred foot station at twenty five (25) foot offsets, and out to 50' from the edge of pavement.
6. Confirm survey control data and set three (3) benchmarks at various locations

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Charlotte, NC · Columbia, SC · Atlanta, GA



**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK**  
**CONTRACT FOR DESIGN/BID/CA PHASE SERVICES**  
**RUNWAY OVERLAY**  
**NCDOT-DOA #: 36244.56.9.2**

within the grassed median between the runway and parallel taxiway to be utilized during construction. Spot elevations shall be given to  $\pm 0.01$  feet for paved sections and  $\pm 0.1$  feet for turf sections.

7. Maps shall be produced in accordance with national map standards.

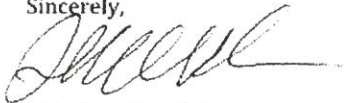
**GENERAL:**

8. It is requested that an AutoCAD drawing file be submitted for our use. All spots shall be on a separate layer and contain an attribute for elevation(s) and point description. A DTM surface shall be submitted including all contours and spots for our use. All contours shall be polylines with intermediate and index layers. The .xml file used to create the contours shall also be provided to TBE. The layers in the drawing shall be in accordance with TBE's layer convention. An ASCII or text file of the point information shall also be provided.
9. If accepted, your proposal shall serve as a basis for a not-to-exceed contract directly with TBE. The proposal should include a fee schedule, estimated work hours, and anticipated non-salary cost.
10. As soon as your services are complete, your firm should invoice Talbert Bright & Ellington. Your invoice will then be included with the next TBE invoice. Payment for your services will be forwarded with ten (10) days upon receipt of payment from the Owner.
11. All crews working in the active aircraft operational areas shall have aviation band radios and monitor the Unicom frequency 122.725 MHz at all times. All activities on the airfield shall be coordinated with the Airport Manager. It is anticipated that required work within the runway safety areas will be accomplished without closing the runway. The work crews shall be prepared to clear the runway safety areas during aircraft operations.

TBE is requesting your proposal on or before December 16, 2016. It is anticipated that a notice-to-proceed for your work will be given in the spring. Upon receipt of the notice-to-proceed, it is requested that final manuscripts be forwarded to our office within 21 calendar days.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,



J. Andrew Shook, PE

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**



March 15, 2017

**Mr. Andy Shook, P.E.**  
**Talbert, Bright & Ellington, Inc.**  
4944 Parkway Plaza Boulevard  
Suite 350  
Charlotte, NC 28217

Reference: Proposal for Quality Acceptance Testing Services - Revised  
Runway 2-20 Rehabilitation  
Rowan County Airport  
Salisbury, North Carolina  
GeoTechnologies Proposal No. 1-17-0053

Dear Mr. Shook:

GeoTechnologies, Inc. is pleased to submit this proposal to provide Quality Acceptance Testing Services for the proposed rehabilitation of Runway 2-20 at Rowan County Airport in Salisbury, North Carolina. Our proposal includes a scope of work and a recommended budget for the project.

**STATEMENT OF QUALIFICATIONS**

GeoTechnologies, Inc. was formed in January 1992 as a professional engineering firm to provide geotechnical engineering and construction materials testing for the engineering, architectural and construction industry. The firms founding partners have more than 100 years combined experience in geotechnical engineering and materials testing. Project experience includes thousands of projects in the public and private sectors ranging from small residential structures to major industrial projects. GeoTechnologies has completed over 20,000 projects throughout the Southeast and Mid-Atlantic states since its founding in 1992. GeoTechnologies offers a full range of geotechnical and materials testing with a present staff of 45 employees.

Airport Experience. Since its founding in 1992, GeoTechnologies, Inc. has provided geotechnical engineering and quality control/assurance testing for over 500 FAA and State sponsored projects with construction costs between \$200,000 and \$4 million. Employees of GeoTechnologies have a total combined airport experience of over 600 projects with construction costs of \$200,000 to \$50 million. Services provided on these projects have included:

1. Geotechnical Subsurface Investigations and Foundation Design Recommendations for New Terminal Facilities and other Airport Related Facilities.
2. Pavement Condition Surveys Including Recommendations for Rehabilitation and Overlay Designs.
3. Quality Assurance Testing During Construction
4. Resident Inspection Services During Construction
5. Analysis of Materials Problems

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**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

Talbert, Bright & Ellington, Inc.  
March 15, 2017  
Page: 2

GeoTechnologies has previous project experience at Rowan County Airport through several pavement and surface investigations. We also performed a pavement and subsurface investigation on Runway 2-20 in 1999.

**SCOPE OF WORK**

Based on our discussions with Talbert Bright & Ellington, we are proposing the following scope of work for the project. This proposal is a revision of our original estimate dated January 30, 2017. We have been requested to reduce our estimated budget in order to comply with peer review estimates. Our original estimate was based on previous experience with projects of this type and there was not established schedule for how the work would be performed. We have reduced the number of days anticipated for the required asphalt plant inspection and engineering assistance in order to meet the peer review estimate. Should costs beyond this estimate be incurred due to contractor schedules or other factors beyond our control, we will invoice the additional costs at the unit rates provided in this proposal.

1. A total of 60 days has been estimated for the project duration.
2. Testing services required by the project will consist primarily of asphalt plant inspection. We have included a total of 50 nights of asphalt plant inspection in our cost estimate.
3. We have included time for a senior inspector to assist with inspection on the site during critical phases of the project. Time has also been included for a professional engineer.
4. Upon completion of the field and laboratory testing program, we will provide a final project summary for all work performed by GeoTechnologies on the project.

**COST OF SERVICES**

A Cost Estimate is attached for your review as Table 1. Based on the reduced Scope of Work, we have estimated the cost of our services to be as follows.

Table 1 - Acceptance Testing    \$ 54,910.00

We will only invoice for the actual time and tests performed. Invoicing for our services will be based on the unit rates shown on the attached Table 1.

GeoTechnologies, Inc. appreciates this opportunity to present our proposal to Talbert, Bright & Ellington, Inc. If you have any questions concerning our proposal, please do not hesitate to contact us.

Sincerely,

GeoTechnologies, Inc.



David R. Harris  
Senior Inspector





**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK**  
**CONTRACT FOR DESIGN/BID/CA PHASE SERVICES**  
**RUNWAY OVERLAY**  
**NCDOT-DOA #: 36244.56.9.2**

Talbert, Bright & Ellington, Inc.  
March 15, 2017  
Page: 3

**TABLE 1**

**COST ESTIMATE**

Runway 2-20 Rehabilitation  
Rowan County Airport  
Salisbury, North Carolina  
GeoTechnologies Proposal No. 1-17-0053

**Asphalt Plant Inspector**

50	Days @ 8 Regular Hours Per Day @ \$55.00 Per Hour	\$ 22,000.00
50	Days @ 4 Overtime Hours Per Day @ \$65.00 Per Hour	\$ 13,000.00
50	Days Per Diem @ \$142.00 Per Day	\$ 7,100.00
2350	Miles @ \$0.60 Per Mile	\$ 1,410.00

**Engineering Services**

80	Hours, Senior Inspector @ \$85.00 Per Hour	\$ 6,800.00
20	Hours, Senior Engineer @ \$120.00 Per Hour	\$ 2,400.00
10	Days Per Diem @ \$142.00 Per day	\$ 1,420.00
1300	Miles @ \$0.60 Per Mile	\$ 780.00

**Estimated Cost    \$ 54,910.00**



**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**



March 14, 2017

Michael W. Player, PE  
Talbert Bright & Ellington  
3525 Whitehall Park Drive  
Suite 210  
Charlotte, NC 28273

Re: Revised RUQ Runway Overlay As Built Survey

Dear Mr. Player:

AccuTech is pleased to submit this price proposal to prepare As Built surveying and mapping as outlined in your RFP e mail dated January 31, 2017 and attached hereto. And our conversation today March 14, 2017, which reduced the scope to only, surveying the runway surface, and not the connector taxiways of any shots off of the pavement.

**Scope of Work**

1. Prepare an as built survey as outlined on runway 4-22. Survey pavement shots will be taken on 50' Stations beginning at the TH bar on the 2 end and extending Northward to the end of pavement on the 22 end. Each 50' cross section will have survey shots taken on the ep, and at each paving lane across the 100' runway, including the centerline, and the opposite ep
2. No survey shots will be taken on the five (5) connector taxiways.

**Deliverable Products**

The Survey will be delivered in CAD format to include, Drawings, Points, Surface in XML & Tin format.

**546 Newell Street NW Concord, NC 28025  
PHONE: 704-784-3286 FAX: 704-784-3581  
EMAIL: [accutech@accutechsurveying.com](mailto:accutech@accutechsurveying.com)**

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

**March 14, 2017**  
**Page 2**

**Schedule**

AccuTech will prepare the survey and mapping within 30 working days of written notice to proceed.

**Fee**

AccuTech's price to perform the above-described surveying & mapping will be **\$10,500.00**

Any items not listed in the Scope of Service would be considered Additional Services and would be hourly unless negotiated with the Owner or owner's agent. All items, which will be Additional Services, **would be discussed with the Owner in a written request, and a written response to proceed** from the Owner is required.


We look forward to working with you on this project and thank you for allowing us to help you. If the above is acceptable, please indicate acceptance by execution of document and forwarding a copy back to us. If you have any questions regarding our proposal, please call me.

Proposed by:

Agreed to and Accepted by:

**AccuTech Surveying & Mapping, LLP**

**Talbert Bright & Ellington**

  
Signature of Authorized Representative

Signature of Authorized Representative

Chad A. Pyrd Partner March 14, 2017  
Printed Name & Title Date

\_\_\_\_\_  
Printed Name & Title Date



**APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER CONTRACT  
BETWEEN ENGINEER AND OWNER**

**CONTRACT**

**FOR ENGINEERING, PLANNING AND RELATED SERVICES  
FOR  
ROWAN COUNTY**

---

This AGREEMENT is made this 9<sup>th</sup> day of January, 2014 by and between ROWAN COUNTY, a body politic and corporate under the laws of the State of North Carolina, hereinafter called the **OWNER**, and TALBERT, BRIGHT & ELLINGTON, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the **ENGINEER**.

WHEREAS, the **OWNER** intends planning and engineering services for the future development of Rowan County Airport and other improvements and such other work for the **OWNER** as may be mutually agreed to, hereinafter called the Project, and

WHEREAS, the **OWNER** desires to engage a qualified and experienced engineer to perform professional engineering services for a period of five (5) years with an option of extending such services for an additional five (5) years and hereinafter set forth, and the **ENGINEER** has represented that it is qualified to provide such services and desires to do so.

NOW THEREFORE, the **OWNER** and the **ENGINEER**, for the considerations hereinafter set forth, agree as follows:

**GENERAL**

For the purpose of this CONTRACT, the Airport Manager is hereby designated as the **OWNER**'s representative to act for the **OWNER** in giving approvals and authorizations for the **OWNER** as hereinafter required and set forth. The **ENGINEER** will be notified in writing of any change in representation.

When mutually agreed by the **OWNER** and the **ENGINEER**, and after having received from the **OWNER** written approval of the **ENGINEER**'s Work Authorization, including an estimated cost for specified services, the **ENGINEER** shall provide professional engineering services as described below.

**SECTION I – BASIC SERVICES**

A. **Project Development Phase:** After authorization to proceed the **ENGINEER** shall:

1. Consult with **OWNER**, state, and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.
2. Advise **OWNER** as to the necessity of **OWNER**'s providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the **OWNER** in contracting for such services.
3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Project
5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.
6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.
7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the **OWNER** for submission to government agencies.
8. Assist the **OWNER** in obtaining financing for project.
9. Perform additional work as described and required by the work authorizations.

B. **Design Phase:** After written authorization to proceed the **ENGINEER** shall:

1. In consultation with the **OWNER** and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
2. Prepare an **ENGINEER**'s report in accordance with FAA criteria, which shall include but not necessarily be limited to:
  - a. An analysis and reasons for the design choices;
  - b. An analysis of the manner in which the work will be accomplished; and
  - c. A project cost estimate based upon the final design.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

3. Advise the **OWNER** of needed special services as described in Section II – Special Services and assist the **OWNER** in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).
  4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by **OWNER**, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.
  5. Assist **OWNER** in submitting appropriate documents to state and federal agencies for necessary approvals and permits.
  6. Furnish to the **OWNER** two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.
  7. Perform additional work as described and required by work authorizations.
- C. **Construction Phase:** During the Construction Phase, the **ENGINEER** shall provide the following services:
1. Assistance to the **OWNER** in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
  2. Assistance in preparation of formal contract documents for the award of construction contract.
  3. Consult with and advise the **OWNER** and act as provided in the approved construction specifications and contract documents.
  4. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. **ENGINEER** shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). **ENGINEER**'s efforts will be directed toward providing a greater degree of confidence for **OWNER** that the completed work of Contractor(s) will conform to the contract documents, but **ENGINEER** shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of



TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

the progress of the work, shall endeavor to guard **OWNER** against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
6. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
7. Recommend to **OWNER** change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of **OWNER** with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The **ENGINEER** is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the **OWNER** where changes are due to causes beyond the **ENGINEER**'s control.
8. Advise the **OWNER** of needed special services and assist the **OWNER** in acquisition of such services as appropriate.
9. Based upon **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observation and review, that the work has progressed to the point indicated, that to the best of **ENGINEER**'s knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not thereby be deemed to have represented that continuous or exhaustive examinations have

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Rowan County (Client No: 3708)

4 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

been made by **ENGINEER** to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that **ENGINEER** has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests, or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

10. Prepare **OWNER**'s applications for partial and final payments for submission to government agencies.
11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
12. **ENGINEER** will prepare for **OWNER**, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to **ENGINEER** and which **ENGINEER** considers significant.
13. The **ENGINEER** shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the **ENGINEER** from liability for failure to perform properly duties undertaken by the **ENGINEER** under this Contract.

## **SECTION II – SPECIAL SERVICES**

At written request of the **OWNER**, the **ENGINEER** shall accomplish such special services as required by the **OWNER** to complete the Project. At the option of the **OWNER**, special services may be provided by the **OWNER** through contracts with other professionals or may be provided by the **ENGINEER**. When the **ENGINEER** is requested to provide special services, such services may be provided by **ENGINEER**'s own forces or through subcontracts with other professionals. Compensation for Special Services provided by **ENGINEER** shall be in accordance with one of the methods identified in **Section V – Payment of Services**. Special services, which may be requested include, but are not necessarily limited to the following:

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the **OWNER**. When authorized by the **OWNER** the duties, responsibilities and limitations of authority shall be described in Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative.
- E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.
- F. Assistance to the **OWNER** as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the **OWNER** and FAA, and beyond the control of the **ENGINEER**, that may be requested or authorized in writing by the **OWNER** in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the **OWNER** adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond **ENGINEER**'s control.
- K. Providing renderings or models for **OWNER**'s use.
- L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in



**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.

M. Additional or extended services during construction made necessary by:

1. Work damaged by fire or other cause during construction.
2. A significant amount of defective or neglected work of Contractor(s).
3. Prolongation of the contract time of any prime contract by more than ten (10) days.
4. Acceleration of the process schedule involving services beyond normal working hours.
5. Default by Contractor(s).
6. The furnishing of a resident project representative other than an employee of the **ENGINEER**.

N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.

O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

**SECTION III – RESPONSIBILITIES OF THE OWNER**

As a party to this Contract, the **OWNER** shall:

- A. Make available for **ENGINEER**'s use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on **OWNER**'s behalf and respond in a timely manner to submissions by **ENGINEER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the **OWNER**, and all costs associated with obtaining bids from contractors.
- D. Furnish **ENGINEER** as required for performance of **ENGINEER**'s basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples,

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which **ENGINEER** may rely upon in performing his services.

- E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as **OWNER** may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- I. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope of timing of the **ENGINEER**'s services, or any defect in the work of Contractor(s).

**SECTION IV - DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY  
OF THE RESIDENT PROJECT REPRESENTATIVE**

**ENGINEER** may furnish a Resident Project Representative, assistants, and other field staff to assist **ENGINEER** in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of **ENGINEER** in **ENGINEER's** agreement with the **OWNER** and in the construction contract documents, and are further limited and described as follows:

A. **General:** Resident Project Representative is **ENGINEER's** agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor, keeping **OWNER** advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

B. **Duties and Responsibilities of Resident Project Representative:**

1. **Schedules:** Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
  - a. Serve as **ENGINEER's** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist **ENGINEER** in serving as **OWNER's** liaison with Contractor when Contractor's operations affect **OWNER's** on-site operations; and
  - b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work, according to the contract documents.
4. **Shop Drawings and Samples:**
  - a. Record date of receipt of shop drawings and samples;
  - b. Receive samples, which are furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination; and
  - c. Advise **ENGINEER** and Contractor of the commencement of any work requiring a shop drawing or sample if the **ENGINEER** has not accepted the submittal.



TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is, in general, proceeding in accordance with the contract documents;
- b. Report to **ENGINEER** whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise **ENGINEER** of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
- c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to **ENGINEER** appropriate details relative to tests, procedures, and startups; and
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to **ENGINEER**.

6. Interpretation of Contract Documents: Report to **ENGINEER** when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to **ENGINEER**. Transmit to Contractor decisions as issued by **ENGINEER**.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and
- b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER**.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

- c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of material and equipment.

9. Reports:

- a. Furnish **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;
- b. Consult with **ENGINEER** in advance of scheduled major tests, inspections, or start of important phases of the work;
- c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to **ENGINEER** change orders, work directive changes, and field orders; and
- d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to **ENGINEER** for review and forwarding to **OWNER** prior to final payment for work.

12. Completion:

- a. Before **ENGINEER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;
- b. Conduct on-site review in the company of **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected; and
- c. Observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

C. **Limitations of Authority:** Resident Project Representative shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by **ENGINEER**.
2. Exceed limitations of **ENGINEER**'s authority as set forth in the contract documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Accept shop drawing or sample submittals from anyone other than Contractor.
7. Authorize **OWNER** to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER**.

**SECTION V – PAYMENT OF SERVICES**

The **OWNER** agrees to compensate the **ENGINEER** for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the **ENGINEER** and submitted to the **OWNER** for review and approval. The receipt of an approved Work Authorization will constitute the **ENGINEER**'s Notice-to-Proceed.

The **ENGINEER** is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the **OWNER**.

A. **Methods of Payment:** One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:

1. **Per Diem:** Under this method of payment, the **ENGINEER**'s compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct nonsalary expenses. The



TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

current rates for labor include salaries, payroll costs, overhead and profit. These rates are adjusted annually by the **ENGINEER** in July of each year.

2. **Lump Sum:** For work that can be defined and delineated in advance, payment to the **ENGINEER** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.
- B. **Terms and Conditions:** The basis of compensation described is based upon the following conditions:
1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the **ENGINEER**'s office, at the site of the Project, or travel status in connection with the Project.
  2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
  3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.
- C. **Payment Schedules:**
1. Invoices shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts.

**SECTION VI – MISCELLANEOUS PROVISIONS**

- A. **Estimates:** Since the **ENGINEER** has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the **ENGINEER** does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. **Extra Work:** It is mutually understood and agreed that the **OWNER** will compensate the **ENGINEER** for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the **ENGINEER**'s control and when requested or authorized by the

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

**OWNER.** Extra work may also include special services as identified in Section II – Special Services. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in Section V – Payment of Services.

- C. **Reuse of Documents:** All documents, including drawings and specifications prepared by **ENGINEER** pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purposes intended will be at **OWNER**'s sole risk and without liability or legal exposure to **ENGINEER**; and **OWNER** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**. Notwithstanding these provisions the **OWNER** shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. **Responsibility of the ENGINEER:**

1. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Contract.
2. Approval by the **OWNER** or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **ENGINEER** of his responsibility for the technical adequacy of his work.

E. **Period of Services:**

1. The provisions of this Section and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. **ENGINEER**'s obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.
2. If **OWNER** has requested significant modifications or changes in the extent of the Project, the time of performance of **ENGINEER**'s services and his various rates of compensation shall be adjusted appropriately.
3. If **OWNER** fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, **ENGINEER** may, after giving seven (7) days' written notice to **OWNER**, suspend services under this Contract.
4. If **ENGINEER**'s services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond **ENGINEER**'s control, **ENGINEER** shall

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

on written demand to **OWNER** (but without termination of this Contract) be paid as provided for in Section V – Payment of Services. If such delay or suspension extends for more than one (1) year for reasons beyond **ENGINEER's** control, or if **ENGINEER** for any reason is required to render services more than one (1) year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to an increase not to exceed ten (10) percent per year.

**F. Termination:**

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
  - a. Not less than ten (10) calendar days written notice of intent to terminate; and
  - b. An opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the **ENGINEER** is given:
  - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
  - b. An opportunity for consultation with the terminating party prior to termination.
3. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the **ENGINEER** is given:
  - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
  - b. An opportunity for consultation with the terminating party prior to termination.
4. Upon receipt of a termination notice, the **ENGINEER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the **ENGINEER** performing this Contract, whether completed or in process.
5. If this Contract is terminated by either party, the **ENGINEER** shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the **ENGINEER** relating to commitments, which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one



TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

phase and prior to authorization of the **OWNER** to begin the next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **ENGINEER**. If Contract is terminated by the **OWNER** for default of the **ENGINEER**, the amount due the **ENGINEER** may be adjusted to the extent of any additional cost incurred by the **OWNER** as a result of the **ENGINEER**'s default.

- G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between **OWNER** and the **ENGINEER** arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the **OWNER** is located.
- H. **Professional Liability:** **ENGINEER** maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to \$1,000,000 for its negligent acts, errors, or omissions. If the **OWNER** desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.
- I. **Audit: Access to Records:**
1. The **ENGINEER** shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The **OWNER**, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.
  2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the **OWNER** makes final payment.
- J. **Civil Right Assurance:** During the performance of this Contract, the **ENGINEER**, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors: including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Report: The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the OWNER or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the OWNER shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
  - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

**K. Minority Business Enterprise (MBE) Assurances:**

1. Policy: It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Contract.
2. MBE Obligation: The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted Contracts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:  
ROWAN COUNTY

BY: Jay D. [Signature]

TITLE: Manager

DATE: 1/9/14

WITNESS: Analyn Karger

ADDRESS:  
130 West Innes Street  
Salisbury, NC 28144

ENGINEER:  
TALBERT, BRIGHT & ELLINGTON,  
INC.

BY: [Signature]

TITLE: Vice President

DATE: 3/27/14

WITNESS: [Signature]

ADDRESS:  
4944 Parkway Plaza Boulevard  
Suite 350  
Charlotte, NC 28217



TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2

EXHIBIT A  
ROWAN COUNTY  
ROWAN COUNTY AIRPORT  
SALISBURY, NORTH CAROLINA  
*(insert project name)*  
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES  
WORK AUTHORIZATION NO. *insert number (i.e., xx-xx)*  
DATED: *(insert date)*  
TBI PROJECT NO. *(insert project number)*

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Scope of Services: *(insert description of work to be performed)*

Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer. *(OR insert time frame agreed upon)*

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract (dated *insert master contract date*). Paragraphs A and B of Section V will apply. The total value of this Work Authorization shall not exceed *insert amount* without additional authorization.

Agreed as to Scope of Services, Time Schedule, and Cost of Services:

OWNER:  
ROWAN COUNTY

BY: 

*Rowan Co. Manager*

TITLE:

*10/14*

DATE:

*Audrey Zargen*

WITNESS:

ENGINEER:  
TALBERT, BRIGHT &  
ELLINGTON, INC.

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

Vice President

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Rowan County (Client No: 3708)  
19 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

**Exhibit A-1  
SCOPE OF SERVICES**

---

Rowan County (Client No: 3708)  
20 of 22  
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

**Exhibit A-2  
PROFESSIONAL FEE SUMMARY**

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Rowan County (Client No: 3708)  
21 of 22  
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.



**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK  
CONTRACT FOR DESIGN/BID/CA PHASE SERVICES  
RUNWAY OVERLAY  
NCDOT-DOA #: 36244.56.9.2**

**Exhibit A-3  
SPECIAL SERVICES**

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Rowan County (Client No: 3708)  
22 of 22  
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** April 10, 2017  
**SUBJECT:** Consider Approval of Design for Airport Conference Room

---

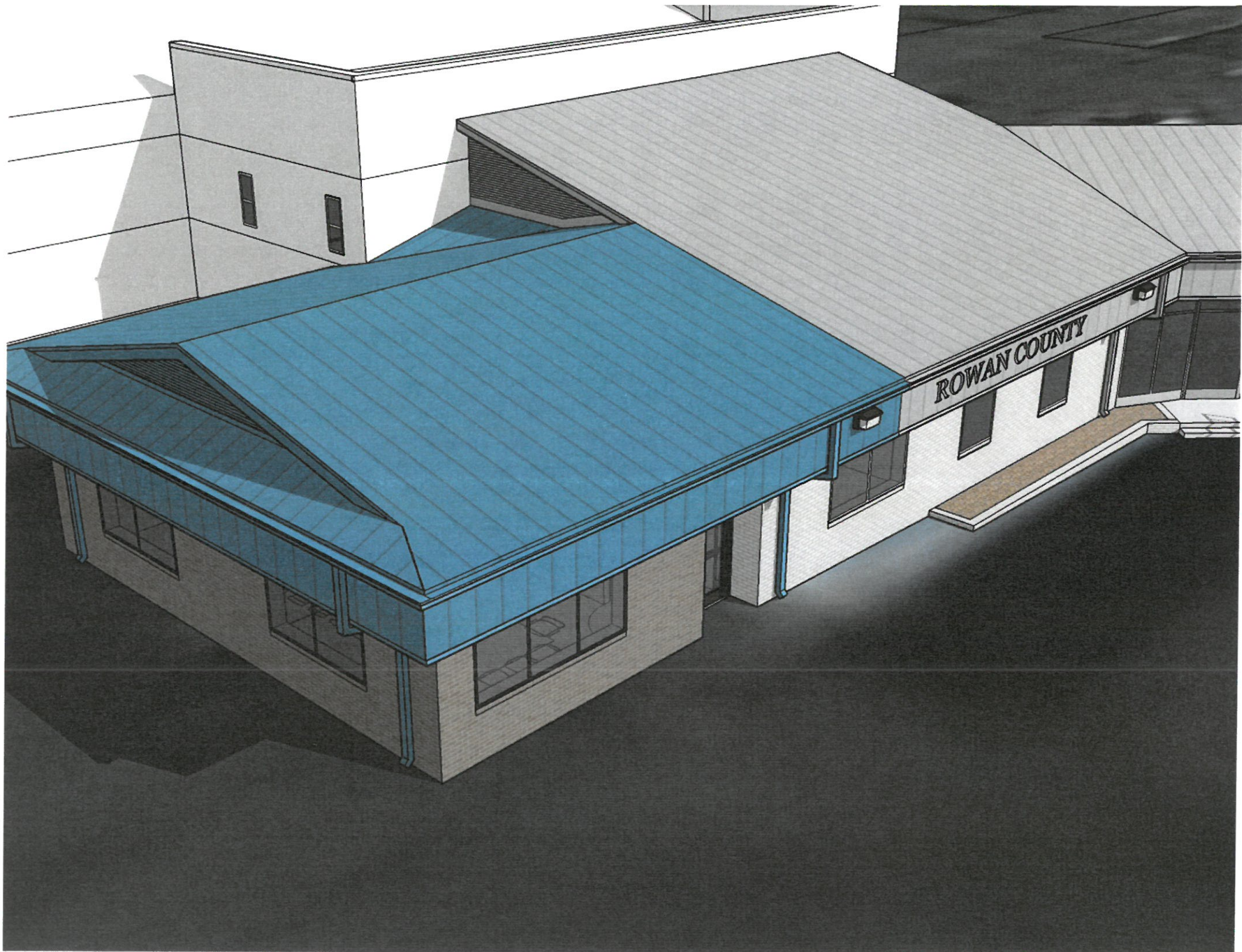
The Board is asked to consider approving the design and authorize the County Manager to go out to bid.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Floor Plan	4/11/2017	Cover Memo
3-D Model	4/11/2017	Cover Memo







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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** April 10, 2017  
**SUBJECT:** Consider Crimestoppers Request for Funding

---

**ATTACHMENTS:**

**Description**

Request for Funding

**Upload Date**

4/10/2017

**Type**

Cover Memo

# Salisbury Rowan

## Crime Stoppers

PO Box 395

Salisbury NC 28145-1387

March 27, 2017

To the Rowan County commissioners:

RE: Funding of p3tips program for 2017-2018

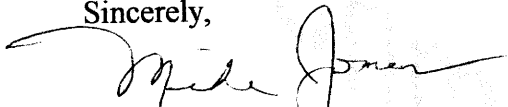
We are requesting funding of \$1,500 to allow the Salisbury-Rowan Crimestoppers to continue the p3tips online tip reporting program. This will be our second year using this software and the results are very promising especially since the tip reporting web address has only been routinely mentioned by the media for about 9 months in crime reports. Since then, at least four serious crimes have been solved via p3tips reporting and several significant rewards distributed. Numerous other tips have helped as well as they provide law enforcement with some reliable but peripheral information to help close other cases.

Consequently, we would like to continue but are in need of funding as we just do not receive enough donations to fund this program and be able to make meaningful rewards. Since crime is a county wide problem and we know all the commissioners are concerned about it, we hope that this modest cost will be considered in your upcoming budget.

If the commissioners have any questions or comments or are in need of any further information, please feel free to contact me. My cell is 704-798-5426

By the way, the website is [www.p3tips.com](http://www.p3tips.com) and our tip reporting web address is <http://tips.salisburyrowancrimestoppers.org> and we encourage the county to refer to this address and our 866-639-5245 number in appropriate communications to citizens. We are also a 501C-3 and our Fed ID is 58-1566963

Sincerely,



Mike Jones, Chair

Salisbury Rowan Crime Stoppers

1st Quoniam

## Salisbury Rowan Crime Stoppers Tip Summary Report

Created Date: 2017/01/01 to 2017/03/28

Offense Type	Count
Arson	0
Assault	4
Bank Fraud	0
Burglary Building	2
Burglary Habitation	0
Conspiracy	0
Drugs	34
Forgery	3
Gambling	6
Homicide	2
Prostitution	2
Robbery	9
Sexual Assault	1
Shooting	6
Terrorism	0
Test Tip	0
Theft	0
Traffic or Driving Related	0
Vehicle Theft	0
Warrant	5
Other	7
Unknown	2
Total	83

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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:** Finance Department  
**DATE:** April 10, 2017  
**SUBJECT:** Financial Report

---

Please see attached graphs.

**ATTACHMENTS:**

**Description**

Graphs

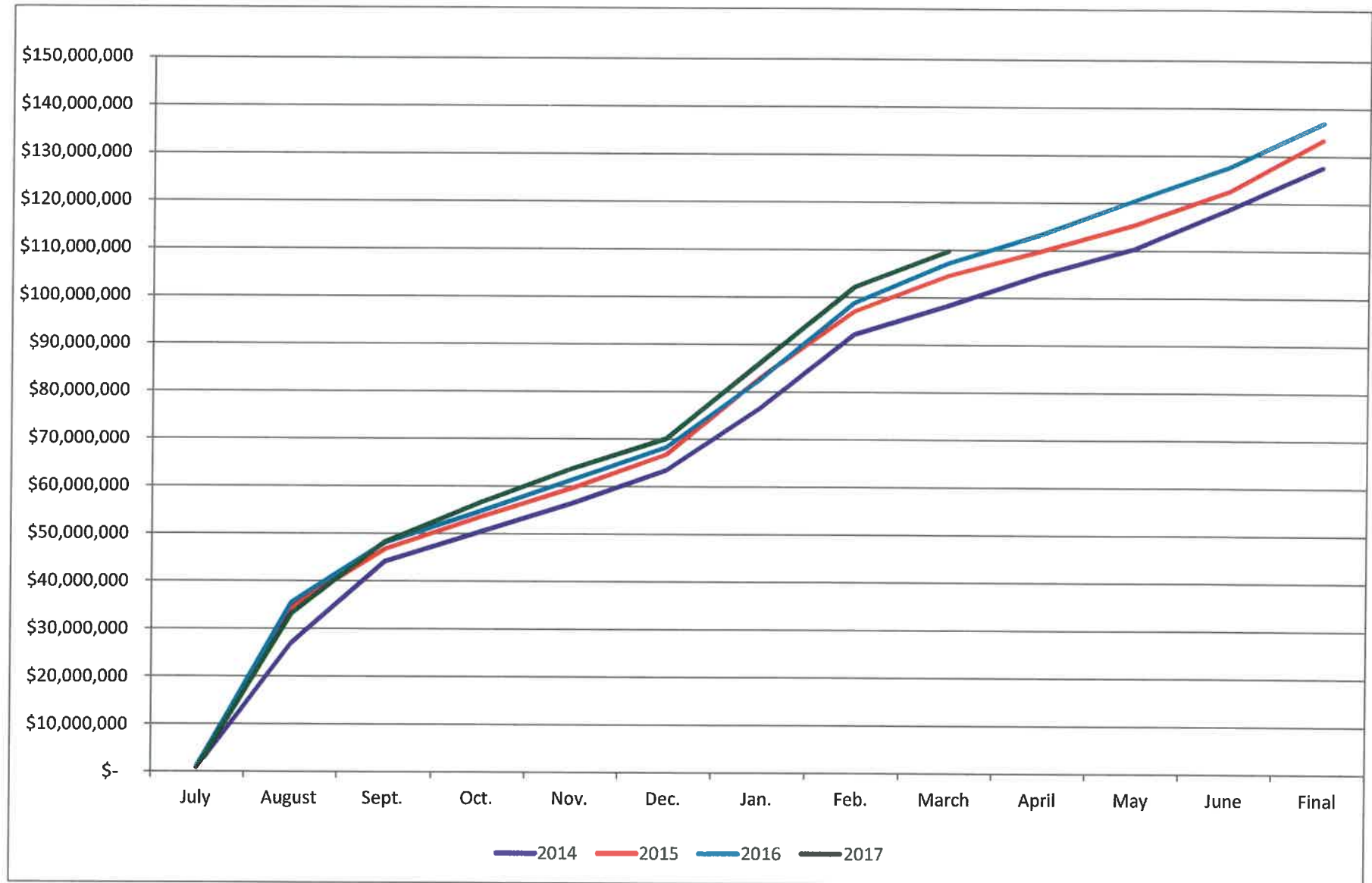
**Upload Date**

4/10/2017

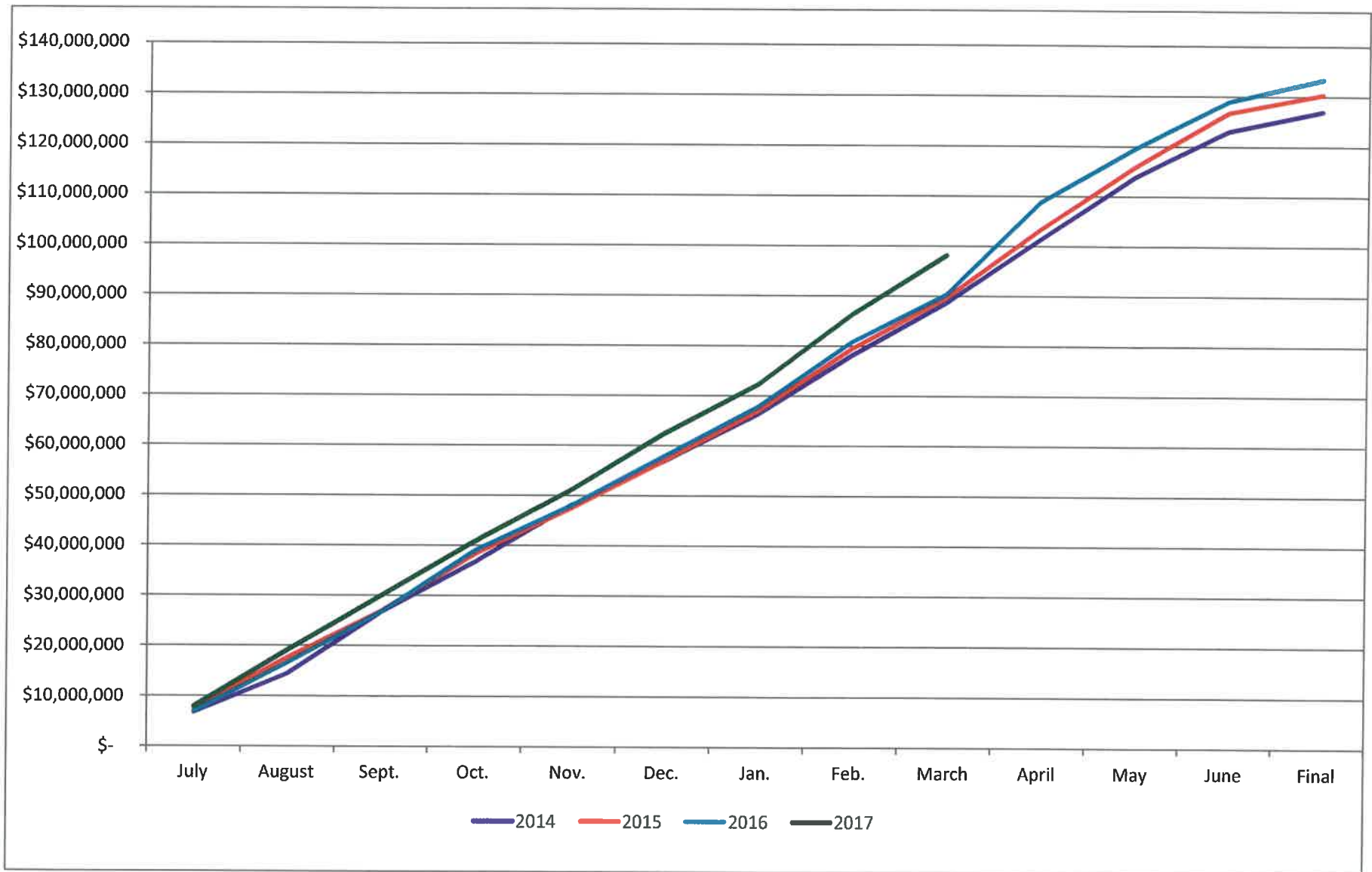
**Type**

Backup Material

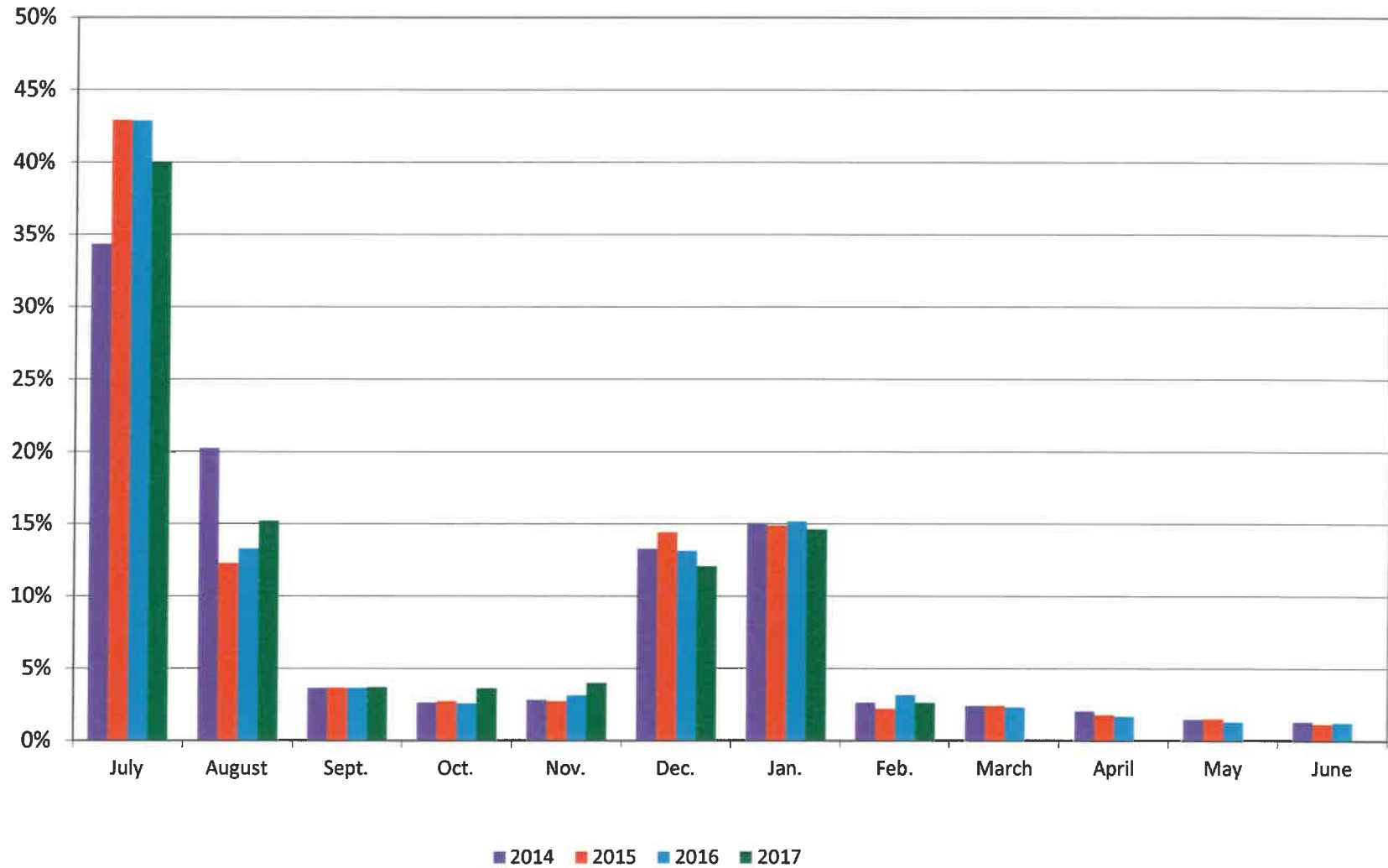
ROWAN COUNTY  
GENERAL FUND  
ANNUAL CUMULATIVE REVENUE COMPARISONS  
FISCAL YEARS 2014 - 2017



ROWAN COUNTY  
GENERAL FUND  
ANNUAL CUMULATIVE EXPENDITURE COMPARISONS  
FISCAL YEARS 2014 - 2017

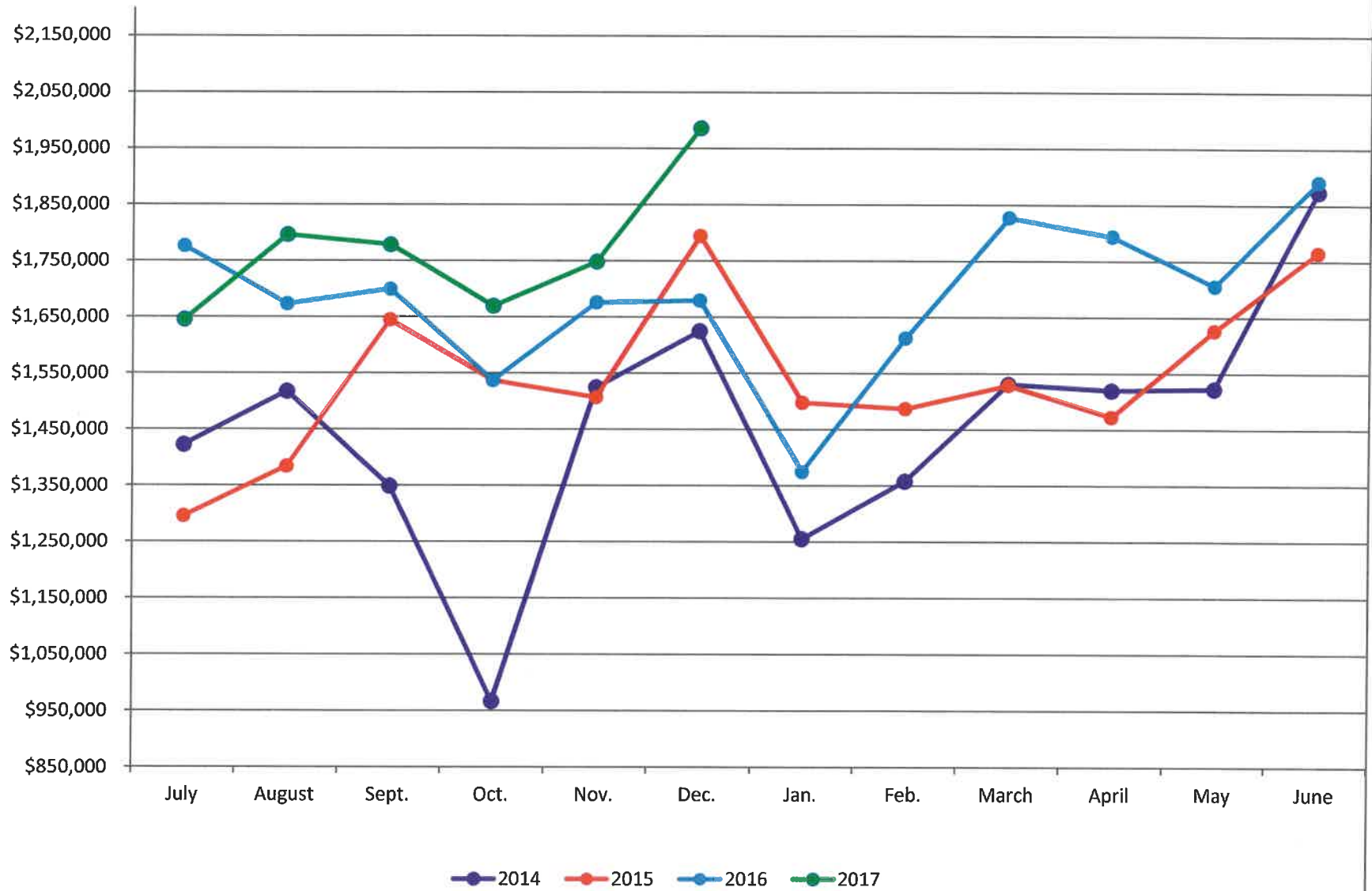


**ROWAN COUNTY  
GENERAL FUND  
MONTHLY CURRENT YEAR PROPERTY TAX COLLECTIONS AS A PERCENTAGE OF BUDGET  
Fiscal Years 2014 - 2017**





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:** Carolyn Barger, Clerk to the Board  
**DATE:** April 10, 2017  
**SUBJECT:** To Consider Approval of the March 6, 2017 Closed Session Minutes

---

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the March 6, 2017 Closed Session Minutes.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** April 10, 2017  
**SUBJECT:** To Consider Real Property Purchase

---

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(5) to discuss a possible real property purchase.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
No Attachments Available		

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Attorney Jay Dees  
**DATE:** April 11, 2017  
**SUBJECT:** For Attorney-Client Privileged Communication Regarding Pending Zoning Appeal

---

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication regarding a pending zoning appeal.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
No Attachments Available		