



ROWAN COUNTY COMMISSION AGENDA
September 18, 2017 - 6:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: September 5, 2017

1 Consider Approval of Consent Agenda

- A. Tax Refunds for Approval
- B. Proclamation for Commemorative Black College Football Week
- C. 2017 Rowan-Salisbury Community Foundation Grant Application
- D. Cooperative Extension Grant Request
- E. Request For Temporary Placement of Vietnam Veterans Monument At West End Plaza
- F. Schedule Public Hearing for Z 08-17 for October 2, 2017
- G. DSS Contract - Inclusive Counseling Services
- H. Health Department Agreement - Carolina Women's Health
- I. State Employees Credit Union ATM Lease
- J. Purchase Utility Tractor and Two Gators for Parks
- K. Proclamation for Constitution Week 2017

- 2 Special Recognition
- 3 Public Comment Period
- 4 Quasi-judicial Hearing for CUP 06-17 & PDS 01-17
- 5 Quasi-judicial Hearing for Amending CUP 03-15
- 6 Quasi-judicial Hearing for CUP 08-17
- 7 Public Hearing: Proposed Amendments to Chapter 3 of the Rowan County Code of Ordinances
- 8 Budget Amendments
- 9 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: September 8, 2017
SUBJECT: Consider Approval of the Minutes: September 5, 2017

ATTACHMENTS:

Description

September 5, 2017 Minutes

Upload Date

9/14/2017

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**

September 5, 2017 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

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

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

There were no additions to the agenda.

Chairman Edds moved agenda item #6 to agenda item #2a in the order of discussion.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Greene moved, Commissioner Klusman seconded and the vote to approve the agenda as amended passed unanimously.

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CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the August 21, 2017 and August 28, 2017 Commission Meetings passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Award Bid to Superior Recreation of the Carolina's for Universal Playground System
- B. Schedule Quasi-judicial Hearing for CUP 03-15 Amendment for September 18, 2017
- C. Schedule Quasi-judicial Hearing for CUP 08-17 for September 18, 2017
- D. Accept NC Museum of Natural Science Grant Award
- E. Proclamation for Patriot Day
- F. DSS Agreement - Trinity Living Center
- G. DSS Agreement - Rowan Helping Ministries
- H. DSS Contract - Genesis - A New Beginning
- I. DSS Contract - Hope, Heal and Peace Center
- J. DSS Contract - Comfort Keepers
- K. DSS Contract - Nazareth Child & Family Connections
- L. DSS Contract - Children's Home of Iredell County
- M. DSS Contract - American Children's Home
- N. DSS Contract - Loray Girl's Home
- O. DSS Contract - Coltrane Life Center
- P. FY 2017 Local Law Enforcement Block Grant
- Q. DSS Contract - Church of God Children's Home of NC, Inc.
- R. DSS Contract - Carolina Family Connections
- S. DSS Contract - Children's Home Society of NC, Inc.
- T. DSS Contract - Community Specialized Services, Inc.
- U. DSS Contract - Omni Visions, Inc.
- V. Proclamation for German Heritage Day
- W. Architect for West Rowan Library

2. PUBLIC COMMENT PERIOD

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

3. PUBLIC HEARING FOR Z 05-17: BELLO

Assistant Planning Director Shane Stewart reported that Laura Bello, on behalf of Richard and Louise Bello, was requesting that Rowan County Tax Parcel 0561024, further referenced as 3940 Bringle Ferry Road, be rezoned from Rural Agricultural (RA) to Commercial, Business, Industrial (CBI).

The rezoning site, .52 acres, will join an existing 5.2 acre CBI zoning district at the intersection of Bringle Ferry Road with Ridgecrest/Dunn's Mountain Road.

Mr. Stewart provided a power point to depict the site in question, as well as the surrounding area.

Mr. Stewart highlighted the zoning criteria contained in the staff report.

At the June 26, 2017 Planning Board meeting no one spoke for or against the proposed rezoning. The Planning Board unanimously approved the request and recommended approval of the following Statement of Consistency: Z 05-17 is consistent with the Rowan County Eastern Area Land Use Plan due to the proximity to other CBI zoned parcels and being located on a minor thoroughfare.

Chairman Edds opened the public hearing to receive citizen input concerning Z 05-17. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved to adopt the Statement of Consistency as recommended (above). The motion was seconded by Commissioner Greene and passed unanimously.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve Z 05-17 carried unanimously.

4. PUBLIC HEARING FOR Z 07-17

Assistant Planning Director Shane Stewart said Brian Stockford was requesting the rezoning of a 2.92 acre portion of his 15.4 acre parcel referenced as part of Tax Parcel 767-018 located at 735 Chandler Road from Manufactured Home Park (MHP) to Rural Agricultural (RA). While reviewing the application, staff noticed a 3.28 acre MHP zoned portion of a 5.7 acre tract referenced as Tax Parcel 767-015 located approximately 125 feet north of Mr. Stockford's property that is no longer used as MHP. Property owner Tom Smith agreed to join the rezoning petition for his MHP zoned portion of land to RA.

Using a power point, Mr. Stewart highlighted the area under consideration.

Mr. Stewart said no one spoke at the Planning Board's courtesy hearing held on July 24, 2017. The Planning Board voted unanimously to approve both the Stockford and Smith petition requests based on the following Statement of Consistency: Z-07-17 is consistent with Area One of the Western Area Land Use Plan due to it following the purpose and intent of the area and that it is compatible with the surrounding area.

Chairman Edds opened the public hearing to receive citizen input regarding Z-07-17. With no one coming forward, Chairman Edds closed the public hearing.

Commissioner Caskey moved, Commissioner Pierce seconded and the vote to approve the Statement of Consistency as recommended (above) passed unanimously.

Commissioner Pierce moved to approve Z-07-17. The motion was seconded by Commissioner Klusman and passed unanimously.

5. QUASI-JUDICIAL HEARING FOR CUP 07-17

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for CUP 07-17 to be in session. Chairman Edds said the hearing would focus on an application submitted by Arthur White to construct a residential storage facility on Tax Parcel 243-207 located at the 5900 block of Enochville School Road.

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B) and also provided a power point (Exhibit C) as he discussed the case. Mr. Stewart reported that Arthur White was requesting a conditional use permit to accommodate a 3,000 square foot residential storage facility on a 1.41 acre identified as Tax parcel 243-207 located at the 5900 block of Enochville School Road. Mr. White purchased the parcel on April 7, 2017 in anticipation of constructing a home adjacent to his son's residence at 5940. Prior to the home construction, Mr. White would like to construct a storage building to contain his personal belongings and cease renting storage space. Mr. Stewart said the land did perk for a 4 bedroom home.

Using the power point (Exhibit C), Mr. Stewart showed the site in question, as well as the surrounding areas.

Procedurally, Mr. Stewart said the Board must adopt Findings of Fact to approve the request. Mr. Stewart provided the Board with example Findings of Fact (Exhibit D) to consider.

Commissioner Pierce asked if the well and septic systems would be put in before the house was constructed and Mr. Stewart said yes.

Chairman Edds opened the public hearing to receive citizen input regarding CUP 07-17. The following individuals came forward:

- Arthur White said he had purchased the lot by his son's property in hopes of consolidating all his personal belongings. Mr. White continued by saying he did not realize the complexity of the process to construct a storage facility on the vacant lot. Mr. White said he was trying to leave a buffer and wanted the lot to look decent since his son was next door.

In response to an inquiry from Commissioner Klusman, Mr. White explained the well would be installed first because its location would dictate where everything else could go. Mr. White said he wanted to make sure there was enough room to build the house.

With no one else wishing to address the Board, Chairman Edds closed the public hearing.

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

FACT: This request complies with all eight (8) specific requirements identified in the Zoning Ordinance 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.

The motion was seconded by Commissioner Pierce and passed unanimously.

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

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

FACT: The subject property obtained approval from the Environmental Health Office for a 4 bedroom septic system in anticipation of constructing a future home.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Greene moved, Commissioner Pierce seconded and the vote to approve CUP 07-17 passed unanimously.

**6. PUBLIC HEARING AND EXECUTIVE SUMMARY PRESENTATION –
PROJECT AERO (METALLIC)**

(Note: This item was moved in the order of discussion to agenda item #2a.)

Scott Shelton, Vice President of Operations for the Economic Development Commission, presented the summary for the proposed expansion of Project Aero/Project Metallic (Project) in Rowan County. Mr. Shelton said the Company had been a valued manufacturing employer in Rowan County for over a decade. The parent company is a multinational conglomerate with worldwide recognition. The Company's current facility in Rowan County employs 14 people.

Mr. Shelton discussed the proposed project and said the ever increasing demand for products had made expansion a necessity. The expansion would require substantial investment in new equipment, as well as improvements to the chosen facility. Project Aero's facility in Rowan County was under consideration for the proposed expansion, along with facilities in Pennsylvania and Nevada.

If Rowan County were chosen for the project, the Company would create 24 new jobs by the end of 2018 and pay an average annual salary of \$50,000, with benefits.

Improvements to the Company's facility would increase the County tax base by more than \$17 million and provide approximately \$1,166,000 in increased tax revenue for Rowan County over a ten-year period.

Mr. Shelton said under the County's adopted Investment Grant Program, the proposal met the investment criteria for a Level 1 Grant.

In conclusion, Mr. Shelton highlighted the projected outcomes of the project.

Mr. Shelton reported the Company hoped to make a decision by mid to late October.

Chairman Edds opened the public hearing to receive citizen input concerning the proposed investment grant. With no one coming forward, Chairman Edds closed the public hearing.

Commissioner Pierce moved to approve the investment grant for Project Aero as requested. The motion was seconded by Commissioner Klusman and passed unanimously.

7. TEMP 01-17: JENKINS REQUEST FOR HAUNTED HOUSE

Planning and Development Director Ed Muire presented a request from Tony and Angie Jenkins for consideration of a temporary use permit allowing a haunted house and trail on their property at 175 Shuffler Woods Drive. The 10.82 acre tract (Tax Parcel 147-001) is zoned Rural Agricultural (RA).

Using a power point, Mr. Muire showed the site in question.

Mr. Muire said records from the Rowan County Fire Marshal suggest the haunted trail had been an annually inspected occurrence since 2013 but the haunted house had yet to obtain an approved fire or building inspection for occupancy. Originally permitted as an accessory structure for personal/residential use, that building permit was revoked 9/22/14 based on the change in occupancy to a public assembly. Complaints about continued use of the non-permitted haunted house in 2016 prompted a meeting between Mr. Jenkins and County representatives to determine a scenario for obtaining compliance prior to operations in 2017.

Mr. Jenkins recent submittal of various plans and zoning related documents to reflect his attempt to bring the project into compliance for continued operations.

With regards to the Zoning Criteria, Mr. Muire said there were three (3) findings in the Staff Report. Mr. Muire said Attachment 4 also addressed the findings. Mr. Muire suggested that if the Board approved the request to reference the findings from Staff and perhaps the applicant, as well.

If the Board approved TEMP 01-17, Mr. Muire said Staff recommended the following conditions prior to operation of the 2017 events:

1. Obtain approval from the North Carolina Department of Transportation (DOT) for a commercial driveway permit
2. Obtain occupancy approval of the building related documents and permitting from Rowan County Building Inspections Department
3. Obtain approval from the Rowan County Fire Marshal's Office for all Fire Code related items
4. Approval is for Fridays/Saturdays 7:00 p.m. until 12:00 p.m. from September 29-October 31, 2017 and September 28-October 31, 2018 only.

Using the power point, Mr. Muire showed the property owners who had been mailed notice of the request.

Chairman Edds opened the floor to receive citizen comment concerning TEMP 01-17. The following individuals came forward:

- The applicant, Tony Jenkins, said the house on the property had actually belonged to his aunt and they had reopened it and been living there for approximately seven (7) years. Mr. Jenkins said the process became confusing when his family tried to go from a small haunted trail called Reaper's Realm (Trail) to also having a haunted house. Mr. Jenkins said Reaper's Realm will also be raising money for Jeff Gordon's Children's Hospital. Mr. Jenkins said there had not been any incidents at the Trail

requiring the police to be called. Mr. Jenkins said they hire off-duty deputies to ensure there is no trouble during the thirteen (13) days the Trail is open. Mr. Jenkins said the Trail is open on Friday and Saturday nights and they try to be respectful of the neighbors. Mr. Jenkins said the Trail previously had permission to use the neighbor's property for parking; however, Mr. Raven Shuffler has passed away and things have changed. Mr. Jenkins said the Trail provided clean family fun and the hours of operation range between 7:30 p.m. to 12:30/1:00 a.m. Mr. Jenkins said the Trail uses one (1) chainsaw and the rest of the activities involve actor scares.

Mr. Jenkins said the facility on the property was originally built as a storage facility that had morphed into something bigger. Mr. Jenkins said the Trail raises money for multiple events and there had been no complaints from the area.

Commissioner Klusman inquired about the sprinkler and sanitary conditions. Mr. Jenkins said the sprinkler system was set to be installed tomorrow, as per the Fire Marshal. Mr. Jenkins said Environmental Health said the port-a-johns would be substantial for the amount of time the Trail operated. He added that the port-a-johns are cleaned daily. Mr. Jenks said he personally lived on the site and that is why no trouble would be allowed on the property.

Commissioner Pierce asked if there had been complaints from surrounding neighbors. Mr. Jenkins said one neighbor had allowed a power supply from his building for lights on the Trail. Mr. Jenkins said Raven Shuffler's son, Chris Shuffler, had now asked the Trail to find other parking.

- Chris Shuffler said he had no issue with the Trail but did have an issue with liability pertaining to the use of his dad's property for parking. Mr. Shuffler said there was no right of way, which created liability for him if someone got hurt. Mr. Shuffler said he did not wish to cause trouble and asked the Board to consider the liability issue for the sake of his family.

In response to Commissioner Pierce, Mr. Muire said he did not know if Reaper's Realm could be issued a driveway permit from the DOT without a right of way (ROW). Mr. Muire said preliminary indications were that if there was adequate sight distance a driveway permit could be issued. Mr. Muire said staff did not look at the road access or deeded ROW access. Mr. Muire said Mr. Jenkins had applied for the TEMP using his Shuffler Woods Drive address.

Mr. Jenkins said his family had lived on the property for seven (7) years and Raven Shuffler had signed a permit for him to use the ROW and to get an address off Shuffler Woods Road.

Mr. Muire felt Mr. Jenkins was referring to the road name petition process, which requires a road with three (3) structures to be named.

Mr. Shuffler said his attorney, John Hudson, had found the Jenkins did not have a deeded ROW and had sent the Jenkins a letter stating he had to quit using the road to allow Mr. Shuffler to sell the property.

County Attorney Jay Dees said the County did not typically get into ROW issues between private parties. Mr. Dees said for purposes of a temporary use permit, the Board could include a condition that the applicant has a lawful ROW to access the property.

Chairman Edds asked Mr. Shuffler what his concerns were seven (7) years later that his father did not have. Mr. Shuffler said his concern was the liability and he had discussed the matter with his estate attorney.

Mr. Dees asked Mr. Jenkins about liability insurance on the property and injury to persons. Mr. Jenkins reported he carried \$2 million liability insurance on the haunted house and anything to do with it, including the people who work there. Mr. Jenkins added that no one parks up and down the sides of the driveway. Mr. Jenkins said there were designated parking areas.

Commissioner Pierce asked Mr. Shuffler if he would be satisfied if Mr. Jenkins would name him on the policy so he would not be liable and also if Mr. Jenkins would not allow parking along the road. Mr. Shuffler said he would have to ask his attorney.

Chairman Edds said the Board could not fix the issue and said he agreed with Mr. Dees the Board could vote to approve and add a condition that Mr. Jenkins would have to work out coming in from the north end of the road.

Commissioner Pierce asked Mr. Shuffler what he would be comfortable with. Mr. Shuffler said a signed statement from Mr. Jenkins stated he would not be held liable for any accidents on his dad's property, or on the road.

Mr. Jenkins said he had no problem signing the statement or adding Mr. Shuffler to the insurance.

Mr. Shuffler said if the attorney agreed and he could contact Mr. Jenkins, he would do so.

Chairman Edds stated Mr. Jenkins could not sign for people who might get hurt on the road.

Mr. Dees said the condition could be on adding adequate liability insurance that covered Mr. Jenkins operations for the event, whether they were on his property or not.

Commissioner Pierce said the other new condition would be no parking on Shuffler Road.

Mr. Dees said the two (2) new conditions would be added to the conditions already outlined in the staff report.

With no one else wishing to address the Board, Chairman Edds closed the public comment period.

Commissioner Pierce moved to approve TEMP 01-17 with the following conditions:

Chairman Edds read the approved conditions for the record as follows:

1. Obtain approval from NCDOT for a commercial driveway permit
2. Obtain occupancy approval of the building related documents and permitting from Rowan County Building Inspections Department
3. Obtain approval from the Rowan County Fire Marshal's office for all fire code related items
4. Approval is for Fridays/Saturdays 7 pm until midnight from September 29 through October 31, 2017 and September 28 through October 31, 2018 only.
5. No parking on the provided access road
6. List the road's owner as additional insured on liability policy and provide him with a Certificate of Insurance

The motion was seconded by Commissioner Greene and passed unanimously.

8. PE 02-17: JENKINS CONCERT REQUEST

Planning and Development Director Ed Muire reported Tony and Angie Jenkins had requested issuance of a Permit to Exceed (PE) the Amplified Noise Standards of the County's Noise Ordinance for a benefit concert to be held on their property located at 175 Shuffler Woods Road. The event would be open to the public and was scheduled for Friday, September 29, 2017 from 6:00 p.m.- 8:00 p.m. and would benefit Jeff Gordon's Children's Hospital.

Mr. Muire provided a power point to highlight the area where the concert would be held. Mr. Muire said the adjoining property owners had been notified of the request.

Mr. Muire said although public hearings were not required for the PE process, it had been the Board's standard practice to receive public comment in consideration of the request.

Chairman Edds opened the floor to receive citizen input regarding PE 02-17. With no one wishing to address the Board, Chairman Edds closed the public comment period.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve PE 02-17 passed unanimously.

9. DISCUSSION REGARDING RENOVATIONS TO WEST END PLAZA FOR COMMUNITY CENTER

Chairman Edds said during regular session on August 7, 2017 the Board delayed a decision regarding a proposal from ADW Architects for Architectural and Engineering services for renovations to the former JC Penney building and for options to renovate the adjacent spaces outside the mall entrance.

Chairman Edds said the price tag for architectural services for the renovations approximately \$117,000 and the price was estimated at \$1.6 million for the renovations. Chairman Edds said the figures were more than was anticipated and the Board had tabled a decision to the current meeting.

Commissioner Klusman asked if additional information for the project had been received. County Manager Aaron Church responded another estimate had been received from ADW for a preliminary design. Mr. Church said Commissioners had gone to the site and it appeared the initial cost from ADW was anywhere from \$900,000 to \$1.6 million but could be as low as \$500,000 depending on the work to be done.

Commissioner Greene said he had raised the issue when he found a shortage of restrooms at the Events Center. Commissioner Greene said he initially thought the County could put a couple hundred thousand dollars into the facility to add restrooms, etc.

Commissioner Greene said the estimates were way too costly for the plans for the facility and he moved to dismiss the project. The motion was seconded by Commissioner Pierce and passed unanimously.

10. BUDGET AMENDMENTS

Assistant County Manager/Finance Director Leslie Heidrick presented the following budget amendments for the Board's consideration:

- Health Department – Received additional funds to address the risk factors of physical inactivity, poor nutrition, tobacco use, violence and unintentional injury – to be used on the Healthy Communities line item - \$3,810

- Health Department – Decrease funds on WIC PC Breast Feeding Revenue line as well as WIC Contracted Services for FY 17-18: Breastfeeding Peer Counselor Program - \$1,255
- Health Department – Increase funds on WIC Revenue as well as in WIC Reserve per WIC Agreement Addendum revision for FY 17-18 - \$7,043
- Finance – To recognize reserved funds from FY 2017 for Cooperative Extension - \$ 47,986
- Finance – To recognize reserved funds from FY 2017 for Emergency Services - \$9,660
- Finance – To recognize reserved funds from FY 2017 for the Sheriff's Office - \$172,843.00
- Finance – To recognize reserved funds from FY 2017 for DSS - \$142,728
- Finance – To recognize reserved funds from FY 2017 for Soil and Water - \$430

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

11. CONSIDER APPROVAL OF BOARD APPOINTMENTS
ROWAN TRANSIT SYSTEM ADVISORY COMMITTEE

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

- Michael Brown

The term is for three (3) years beginning September 1, 2017 and expiring August 31, 2020.

Commissioner Pierce moved the appointment of Michael Brown. The motion was seconded by Commissioner Greene and passed unanimously.

ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 4:11 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Casey Robinson, Tax Collection Specialist
DATE: 09/05/2017
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
July VTS Refunds	9/5/2017	Cover Memo
August Tax Refunds	9/5/2017	Cover Memo

ENTERED
9/17

9/22/17

JULY 2017 NCVTS REFUNDS

TAXPAYER NAME	Address_1	Address_2	CITY	STATE	ZIP	TRANS #	Refund_Reason	REFUND
ALEXANDER, DELIA BELANGER	720 BOSTIAN RD	NA	CHINA GROVE	NC	28023	71399894	Vehicle Totalled	\$82.00
ANDERSON, MADELINE GRACE	106 SPRUCE DR	NA	SALISBURY	NC	28147	107010354	Tag Surrender	\$145.21
BREITWIESER, LARRY RALPH	3140 OLD US HIGHWAY 70	NA	CLEVELAND	NC	27013	70970034	Tag Surrender	\$54.81
BROWN, JULIE SUZANNE	1212 LOWER STONE	NA	ROCKWELL	NC	28138	71044754	Over Assessment	\$2.26
BROWN, KRISTINA MARIE	10160 STOKES FERRY RD	NA	GOLD HILL	NC	28071	71270406	Tag Surrender	\$98.51
BULLOCK, JOSEPH ALAN	2670 CAUBLE RD	NA	SALISBURY	NC	28144	71045750	Tag Surrender	\$7.77
BURNS, THOMAS WILLIAMS	114 TRADING PATH	NA	SALISBURY	NC	28147	70969214	Vehicle Totalled	\$92.09
CARVER, SHERRY PERRY	6808 N TURNER DR	NA	KANNAPOLIS	NC	28081	70668252	Tag Surrender	\$19.67
COELLO, ELIZABETH SARAH	120 HUNTINGTON RDG	NA	ROCKWELL	NC	28138	71733000	Vehicle Sold	\$30.83
COSTNER, DANNY LEE	135 LONGLEAF DR	NA	SALISBURY	NC	28147	71399914	Vehicle Sold	\$104.13
CRAWFORD & SON HEATING & AIR INC	165 FRANKLIN CHURCH DR	NA	SALISBURY	NC	28147	71399220	Vehicle Sold	\$13.44
CUTSHAW, DEBORAH BOST	128 REIDS PECAN DR	NA	ROCKWELL	NC	28138	71732968	Vehicle Sold	\$3.11
CUTSHAW, WILLIAM LEE	128 REIDS PECAN DR	NA	ROCKWELL	NC	28138	71732966	Vehicle Sold	\$11.40
CUTSHAW, WILLIAM LEE	128 REIDS PECAN DR	NA	ROCKWELL	NC	28138	70969786	Vehicle Sold	\$9.01
DAVIS, L Z	102 TREE TOP CT	NA	SALISBURY	NC	28147	107599485	Vehicle Sold	\$16.27
DONAHUE, TROY ELLIOTT	145 BEVERLY LN	NA	CHINA GROVE	NC	28023	70969084	Vehicle Sold	\$62.67
EDWARDS, BRADLEY JACOB	209 WOODY AVE	NA	SALISBURY	NC	28146	106455192	Vehicle Sold	\$26.67
FINK, ERIN ASHLEY	7020 SHERRILLS FORD RD	NA	SALISBURY	NC	28147	71045780	Tag Surrender	\$24.69
FISHER, ROBERT DAVID	520 PEBBLE PT	NA	SALISBURY	NC	28146	71340770	Vehicle Sold	\$23.07
FOWLER, KELSEY MEGHANN	118 OAKVIEW DR	NA	SALISBURY	NC	28146	106106670	Vehicle Sold	\$96.37
FOX, TONY RAY	230 STRAWBERRY LN	NA	SALISBURY	NC	28147	70969174	Vehicle Sold	\$30.21
FRECHETTE, DEBBIE LYNN	5155 STATESVILLE BLVD	NA	SALISBURY	NC	28147	71340896	Tag Surrender	\$4.40
FRENCH, DONALD ROWLEY JR	225 EASTLAND DR	NA	SALISBURY	NC	28146	71399952	Vehicle Sold	\$3.76
GOODMAN, HUBERT RANDY	10201 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138	71270550	Vehicle Sold	\$47.66
GORDON, NAKIA AISHA	5135 FOSTER RD	NA	WOODLEAF	NC	27054	71045598	Tag Surrender	\$51.40
GORMAN, RONALD RAY	1135 WEAVER RD	NA	CHINA GROVE	NC	28023	70578026	Tag Surrender	\$128.92
GREENE SOLAR POWER INC	685 WHITE CRANE RD	NA	SALISBURY	NC	28146	70969194	Vehicle Sold	\$132.36
HEGE, EDWARD RANKIN	224 GARNER DR	NA	SALISBURY	NC	28146	107099709	Vehicle Sold	\$156.66
HOLDER, BONNIE ASHLEY	409 ASHLEY DR	NA	ROCKWELL	NC	28138	71893976	Vehicle Sold	\$16.03
HOUSTON, DEBRA FLEMING	4440 HAMPTON RD	NA	SALISBURY	NC	28144	70737870	Vehicle Sold	\$10.23
HUMES, BRIAN MARSHALL	610 PECAN STREET	NA	ROCKWELL	NC	28138	71399838	Vehicle Sold	\$41.18

K20

⑦ Batch 4774

KETNER, JONATHAN CRAIG	6155 STOKES FERRY RD	NA	SALISBURY	NC	28146	70890874	Tag Surrender	\$38.67
KIMMINS, RICHARD MAURICE	1725 PATTERSON ST	NA	CHINA GROVE	NC	28023	71399726	Vehicle Sold	\$15.15
KOHLER, THOMAS ALBERT JR	135 PONDEROSA DR	NA	SALISBURY	NC	28144	71399714	Vehicle Totalled	\$40.19
KOONTZ, ALICE LAMAN	416 N SALISBURY AVE	NA	SPENCER	NC	28159	71399856	Vehicle Totalled	\$72.97
LALCHANDANI, KISHOR SHAMLAL	520 RIVIERA DR	NA	SALISBURY	NC	28144	107841024	Vehicle Sold	\$831.80
MALTBA, JAMES BAXTER	280 CROOKED CREEK LN	NA	CHINA GROVE	NC	28023	71732160	Over Assessment	\$20.32
MASSEY, MARGARET GOODLETT	1010 W RIDGE RD	NA	SALISBURY	NC	28147	71894536	Vehicle Sold	\$34.55
MCCARTHY, JANE CATHERINE	2407 WIND SWEEPED WAY	NA	ROCKWELL	NC	28138	70969796	Vehicle Sold	\$8.78
MCINNIS, ROBERT ALLEN	7460 JONES RD	NA	SALISBURY	NC	28147	70737794	Vehicle Sold	\$19.79
MCLEOD, CHRISTINA BRADSHAW	1340 ROYAL DEVON DR	NA	MYRTLE BEACH	SC	29575	70737828	Reg . Out of state	\$13.30
MERRELL, LANNY THOMAS	1070 CRESCENT RD	NA	ROCKWELL	NC	28138	70737706	Vehicle Sold	\$103.64
MILLER, BRIAN EDWARD	904 W MAIN ST	NA	ROCKWELL	NC	28138	71399818	Vehicle Sold	\$5.02
MURPHY, PAULA BERKEYHEISER	501 FRONTIER CIR	NA	CHINA GROVE	NC	28023	71733360	Mileage	\$14.04
OSAKWE, NNAMDI LAWRENCE	206 LAURA SPRINGS DR	NA	SALISBURY	NC	28146	106455084	Vehicle Totalled	\$88.34
PAYNE, TIMOTHY SCOTT	1402 GLENN AVE	NA	KANNAPOLIS	NC	28081	71732970	Vehicle Sold	\$41.58
PINEDA-FUENTES, MANUEL DARIO	105 GRANVILLE LN	NA	SALISBURY	NC	28146	71340504	Tag Surrender	\$50.58
PRIDMORE, KAREN BROWN	5250 LONG FERRY RD	NA	SALISBURY	NC	28146	70737890	Vehicle Sold	\$9.41
RAWLINGS, RACHEL CORRIHER	4515 HWY 152 W	NA	CHINA GROVE	NC	28023	71893990	Vehicle Sold	\$13.26
RHINEHART, STACEY BARBARA	605 E INNES ST	#924	SALISBURY	NC	28144	107598843	Vehicle Sold	\$57.11
ROHLMAN, JO ELLEN	370 CAMELOT RD	NA	SALISBURY	NC	28147	106106820	Vehicle Sold	\$83.65
ROHLMAN, JOSEPH HENRY	370 CAMELOT RD	NA	SALISBURY	NC	28147	106106814	Vehicle Totalled	\$108.42
ROWAN SPEEDLINER	188 STONE MILL CIRCLE	NA	SALISBURY	NC	28146	70970136	Vehicle Sold	\$6.31
SAFRIT, CHASE REID	219 W PEELER ST	NA	SALISBURY	NC	28146	70737824	Vehicle Sold	\$24.91
SAFRIT, HOWELL DEAN	1980 RAINEY RD	NA	SALISBURY	NC	28146	71399946	Vehicle Sold	\$13.96
SALISBURY NEWSMEDIA LLC	131 W INNES ST	NA	SALISBURY	NC	28144	106002282	Tag Surrender	\$19.37
SANCHEZ, JULIA MALDONADO	175 FRONT ST	NA	CHINA GROVE	NC	28023	71399960	Vehicle Sold	\$131.08
SHUE, BRENDA GREGORY	418 DRAKE LANE	NA	SALISBURY	NC	28146	106455039	Vehicle Sold	\$126.51
SILLER, BELINDA GARCIA	2912 SPRINGDALE AVE	NA	KANNAPOLIS	NC	28081	107099751	Vehicle Sold	\$50.16
SMITH, ROBERT KENT	114 JEFFERSON ST	NA	SPENCER	NC	28159	71399798	Vehicle Totalled	\$31.00
SOTO-BAKER, MELISSA SUE	160 CLAIRMONT RD	NA	SALISBURY	NC	28146	70891218	Vehicle Sold	\$22.58
STANLEY, JASON PAUL	420 JOHNSON ST	NA	CHINA GROVE	NC	28023	71399762	Vehicle Sold	\$51.28
STARKS, CLINTON MELTON	PO BOX 1882	NA	SALISBURY	NC	28145	71732980	Vehicle Totalled	\$20.62
STARNES, BRITTANY HOBBS	15385 NC 801 HWY	NA	MOUNT ULLA	NC	28125	71044726	Tag Surrender	\$76.91
STOLLINGS, CURTIS LEE	5407 AGNER DR	NA	SALISBURY	NC	28146	71399760	Insurance Lapse	\$5.22

STRINGFIELD, JAMES KING JR	1228 MAXWELL ST	NA	SALISBURY	NC	28144	107448261	SLVG or RBLT TTL	\$11.05
TRUEBLOOD, FRANCELLE YVONNE	PO BOX 153	NA	SALISBURY	NC	28145	71732986	Vehicle Sold	\$5.92
WALKER, TIMOTHY DEWILLIE	212 W 11TH ST	NA	SALISBURY	NC	28144	106106799	Vehicle Totalled	\$33.70
YATES, DARLENE HOLLOWAY	630 E CENTERVIEW ST	NA	CHINA GROVE	NC	28023	106106772	Vehicle Sold	\$19.64
YOST, DAUTHARD RAND	2110 LENTZ RD	NA	CHINA GROVE	NC	28023	70970040	Vehicle Sold	\$10.08
ZIMMERMAN, JAMIE LEE	2620 CAUBLE RD	NA	SALISBURY	NC	28144	71732996	Vehicle Sold	\$3.91
							TOTAL:	\$3,881.57

K.H.B.

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9/22/17

AUGUST 2017 TAX COLLECTOR REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	ST	ZIP	DESCRIPTION	TRANS#	REFUND	ACCT #
A & L MINI MART INC	ATTN LINDA FINK	PO BOX 454	NA	FAITH	NC	28041-0454	SECT SCH K10 CLASS FF ASM# 00	728398	117.40	9133
A FRIEND INDEED CHECK CASHING	ATTN JERRY WAYNE CHURCH	13325 FREMINGTON RD	NA	HUNTERSVILLE	NC	28078	SECT SCH U5 CLASS CE ASM# 00	733744	27.46	6159691
ACE CASH EXPRESS	TAX DEPT	1231 GREENWAY DR STE 600	NA	IRVING	TX	75038-2511	CLASS SP ASM# 000	729033	2.39	6282299
AGUIRRE MIGUEL ANGEL	DON MIGUEL'S	635 JAKE ALEXANDER BLVD W	NA	SALISBURY	NC	28147	SECT SCH E10 CLASS EQ ASM# 00	730826	1.37	6341535
ALEXANDER W ALLRED DMD PLLC	NA	208 BROAD ST	NA	ROCKWELL	NC	28138	CLASS SP ASM# 000	734296	6.87	6339664
ALLEN CATHY D	NA	320 BEAVER DAM RD	NA	WOODLEAF	NC	27054-9106	SECT SCH U10 CLASS EQ ASM# 00	731186	90.15	6526A
ALLEN DALE STARR	NA	73-4548 OLD GOVERNMENT RD	NA	KAILUA KONA	HI	96740-8674	ROY CLINE RD	733385	1.89	6164047
ALLEN KIRBY C & WF	ALLEN PATRICIA L	9110 KLUTTZ RD	NA	ROCKWELL	NC	28138-9067	S25 CRESCENT RD	735036	3.69	6106760
ALMOND HOME BUILDERS	NA	5170 FLOWES STORE RD	NA	CONCORD	NC	28025	GLENWOOD ST	735041	2.60	6199704
ALPHA GREEK RESTAURANT INC	KHALED H IDRIES	610 W MAIN ST STE C	NA	ROCKWELL	NC	28138-9415	CLASS SP ASM# 000	729676	1.78	6291913
SURRATT NIKKARIS Alysia	NA	110 PSALM ST	NA	KANNAPOLIS	NC	28083	110 PSALM ST	733452	2.56	9778500
ANDERSON DAVID A & WF	ANDERSON OLIVIA F	109 YORK AVE	NA	KANNAPOLIS	NC	28083-4419	LAUREN LN	737737	24.31	6297336
ANDERSON JEREMY JAMES	NA	1064 JASMINE CIR	NA	SALISBURY	NC	28147-5688	2003 MERCURY O/B	738218	1.59	6163691
ANDERSON REBECCA FOIL	NA	PO BOX 219	NA	ROCKWELL	NC	28138-0219	OLD BEATTY FORD RD	736869	4.43	6042153
ANDERSONS SEW & SO LLC	NA	PO BOX 219	NA	ROCKWELL	NC	28138-0219	SECT SCH U5 CLASS CE ASM# 00	736851	2.92	1107450005
ANDREW M ADAMS PA	TRUST ACCOUNT	129 W TRADE ST STE 1525	CHARLOTTE	NC	28202	260 VICTORIA ST	736591	193.36	6289160	
ANDREWS WALTER SCOTT	NA	APT 810	26325 NORTHGATE CROSSING BLVD	SPRING	TX	77373-0000	HEDRICK LAMBE DR	733397	4.86	6265562
ARBAIZA MARIANO & WF LEONOR	ARBAIZA RAMON	2311 COLSTON DR	NA	SILVER SPRING	MD	20910-0000	793 AIRPORT RD	734417	17.41	6208611
ARRIAGA YOLANDA	NA	1139 GADDDY MOBILE HOME DR	NA	KANNAPOLIS	NC	28081	1971 HOMEMADE 00012 00060	737368	3.82	701425
ATKINSON JIMMIE L & WF	ATKINSON SHEENA L	PO BOX 933	NA	KANNAPOLIS	NC	28082-0933	2506 JOYCE ST	735045	2.16	6278890
ATWELL RITA ELIZABETH	NA	634 HARRY ST	NA	CHINA GROVE	NC	28023-1916	1979 HYDRASPORT	737155	63.00	6043881
ATWELL ROGER DALE	NA	5315 OLD CONCORD RD	NA	SALISBURY	NC	28146-9170	5315 OLD CONCORD RD	734091	1.83	12809
AUTUMN CORPORATION	NA	26691 RICHMOND RD	NA	BEDFORD HEIGHTS	OH	44146	CLASS SP ASM# 000	738317	64.69	12634
AVI FOODSYSTEMS INC	NA	2590 ELM RD NE	NA	WARREN	OH	44483	SECT C SCH 100 CLASS PS ASM# 00	734471	297.11	700254
BAKER DAVID J &	FINN SUSAN E	1333 PUMP STATION RD	NA	KANNAPOLIS	NC	28081-0000	1333 PUMP STATION RD	736497	13.81	6340939
BAKER JAMES BEDFORD & WF	BAKER BRENDA B	150 GEORGE HENRY LN	NA	CHINA GROVE	NC	28023-8627	150 GEORGE HENRY LN	732274	234.12	19259000
BAKER WILLIAM MOOSE	NA	2143 BERTHA ST	NA	KANNAPOLIS	NC	28083-3023	1996 YAMAHA	735713	4.98	6013598
BANK OF NORTH CAROLINA	NA	PO BOX 1148	NA	THOMASVILLE	NC	27361	1164 BALFOUR QUARRY RD	731071	1,916.59	6328632
BARBEE DONNA SUE	NA	3107 OLD CONCORD RD	NA	SALISBURY	NC	28146-1342	OLD CONCORD RD	735389	7.09	21985000
BARNES & NOBLE BOOKSELLERS INC	RCCC 413	120 MOUNTAINVIEW BLVD	NA	BASKING RIDGE	NJ	07920-3454	SECT C SCH 100 CLASS PS ASM# 00	733469	8.65	6002492
BARNES CATHERINE O MCDANIEL	NA	PO BOX 512	NA	COOLEEMEE	NC	27014-0512	1974 BELMEED 00012 00065	732326	13.14	6184545
BARNETTE JANICE L & HS	BARNETTE CHARLES	220 BACK CREEK CHURCH RD	NA	MOUNT ULLA	NC	28125-9745	TEETER RD	729579	15.68	26531250
BARTON FLORELEINA DOBRIA	NA	2313 WOODLAWN ST	NA	KANNAPOLIS	NC	28083-3065	2311 WOODLAWN ST	737042	5.74	6263410
BATH & BODY WORKS INC #4231	% GRANT THORNTON LLP	PO BOX 59365	NA	SCHAUMBURG	IL	60159-0365	SECT C SCH 100 CLASS PS ASM# 00	735500	179.07	6177517
BEAN DAVID RAY	NA	PO BOX 1178	NA	ROCKWELL	NC	28138-1178	1940 CAUBLE RD	731891	222.98	34255000
BEAVER ARNOLD & WF	BEAVER CAROLYN	232 S MCCOY RD	NA	SALISBURY	NC	28144-0000	232 S MCCOY RD	735019	12.00	35020000
BECKHAM LOIS E	NA	140 RABBIT RUN DR	NA	CHINA GROVE	NC	28023-9701	140 RABBIT RUN DR	736441	2.00	41075000
BELL DOLORES JOY	NA	509 GARNER DR	NA	SALISBURY	NC	28146-0000	509 GARNER DR	736491	27.83	6330000
BENCHMARK APARTMENTS LLC	NA	PO BOX 15025	NA	WILMINGTON	NC	28408-0000	S BOSTIAN ST	735049	150.00	6337248
BENCHMARK APARTMENTS LLC	NA	PO BOX 15025	NA	WILMINGTON	NC	28480	CLASS SP ASM# 000	735052	5.50	633724801
BENJAMIN H BRIDGES III	NA	P O BOX 1007	NA	SALISBURY	NC	28145-1007	210 WILDWOOD DR	731737	11.03	6257563
BENNETT JOYCE R	NA	4234 MONTICELLO AVE	NA	BRONX	NY	10466-2112	RICE ST	728938	2.17	43527500
BIERNACKI KAREN S	NA	11890 COOL SPRINGS RD	NA	CLEVELAND	NC	27013-9435	COOL SPRINGS RD	733779	136.34	510525000
BIERNACKI KAREN SIMPSON	BIERNACKI PAUL JOHN	11890 COOL SPRINGS RD	NA	CLEVELAND	NC	27013-9435	1967 FORD	733699	380.89	510585000
BLACK CASEY WILLIAM &	BLACK SUSAN KING	704 E RYDER AV	NA	LANDIS	NC	28088-0000	BELL RIDGE CT	734618	232.59	6224491
BLACKWELL CHRISTOPHER LEE	NA	810 BRENT ST	NA	WINSTON SALEM	NC	27103-0000	1999 VOLV V70 SW V70	737635	141.45	6323323
BLANTON LAW FIRM P.A.	NA	P O BOX 2327	NA	SALISBURY	NC	28145-2327	1604 BELLEVUE RD	730122	20.32	6056686
BOLES ROBERT KEITH	NA	1130 PEACH ORCHARD RD	NA	SALISBURY	NC	28146-8395	PEACH ORCHARD RD	729169	28.10	52105000
BORAL COMPOSITES INC	471 059	7575 IRVINE CENTER DR STE 100	NA	IRVINE	CA	92618-2930	175 CIRCLE M DR	735655	27.48	6334636
BOST BRENDA P	NA	142 SPORTSMAN DR	NA	SALISBURY	NC	28146	1998 JEEP CHEROKEE S	737053	70.00	55845000
BOSTIAN BARBARA B	NA	17389 MOORESVILLE RD	NA	MOORESVILLE	NC	28115-6941	17389 MOORESVILLE RD	729690	7.97	6336595
BOUTILIER RICHARD HENRY & WF	BOUTILIER LINDA BECK	155 SPRING OAK DR	NA	SALISBURY	NC	28147-7319	155 SPRING OAK DR	736869	8.05	6132955
BOWERS DONNA JONES	NA	PO BOX 623	NA	COOLEEMEE	NC	27014	1994 HMDE	736916	3.57	6340919
BOWMAN PAMELA CHAFFIN	NA	4970 S MAIN ST	NA	SALISBURY	NC	28147-9388	935 CHAFFIN RD	732959	27.18	6053800
BOWMAN TERRY SCOTT & WF	BOWMAN PAMELA	4970 S MAIN ST	NA	SALISBURY	NC	28147-9388	1986 SKYLINE 00014 00072	732957	7.35	59487900
BOYLE KEVIN THOMAS	NA	105 CHIPPEWA TRL	NA	CHINA GROVE	NC	28023-9700	1994 BAYLINER I/O	728766	5.98	6186969
BRACKETT BOYD CORRELL JR	NA	929 28TH ST	NA	WEST PALM BEACH	FL	33407-5322	575 SQUIRREL RUN	736466	1.39	60525000
BRAD RAGAN INC	% GOODYEAR TIRE & RUBBER CO	200 INNOVATION WAY DEPT 651	NA	AKRON	OH	44316-0000	SYCAMORE RD	732931	4.20	60569500
BRADY & KOSOFKY PA	NA	3065B SENNA DR	NA	MATTHEWS	NC	28105	340 PARADISE DR	738390	3.11	6334529
BRANTLEY ALLEN W	NA	5480 PINEBROOK TRL	NA	KANNAPOLIS	NC	28083-5400	PARADISE DR	735548	46.50	63610000
BRAWLEY NANCY BELK	NA	265 CENTENARY CHURCH RD	NA	MOUNT ULLA	NC	28125-8711	CENTENARY CHURCH RD	730423	1.91	6051729

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BRAWLEY VICTOR D & WF	BRAWLEY ALBERTA M	1325 BETSY ROSS PL	NA	PHILADELPHIA	PA	19122-4005	STATESVILLE BLVD	729098	1.29	64320000
BRAY SCOTTIE ODELL	NA	1045 QUARRY RD	NA	WOODLEAF	NC	27054-9371	2011 STO PERMTAG AC59639	731430	3.81	6273094
BRAY SCOTTIE ODELL JR	S.R.O. BUILDERS	225 WHITE PINES LANE	NA	CHINA GROVE	NC	28023	CLASS SP ASM# 000	731532	5.64	613849001
BROWN KEN & WF	BROWN NANCY	1571 DIAMOND LAKE RD	NA	GLASTONBURY	CT	06033-4051	SUNSET POINTE DR	736483	10.73	6271926
BROWN ROGER ALAN	NA	P O BOX 1059	NA	ROCKWELL	NC	28138	2012 CARN PERMTAG AB12624	732653	4.20	6058563
BROWN SERVICE GROUP INC	LOIS BROWN	301 WINDMILL RD	NA	SALISBURY	NC	28147-7820	CLASS SP ASM# 000	733666	5.88	626203801
BRYANT JAMES C JR	BRYANT KATHRYN E	340 CRAWFORD DR	NA	SALISBURY	NC	28147-9583	1972 MASCOT 00012 00065	730394	42.97	1884
BULLARD WILLIAM L	NA	1735 NC 152 W	NA	CHINA GROVE	NC	28023-6728	W NC 152 HWY	737062	23.27	76855700
BURGESS JEFFERY SCOTT	BURGESS REBECCA ANN	1009 CEDAR CREEK RD	NA	KANNAPOLIS	NC	28083-9115	1015 CEDAR CREEK RD	728534	3.59	6254239
BURNS ROBERT E & WF	BURNS AUTUMN N	3158 SW DIMATTIA ST	NA	PORT ST LUCIE	FL	34953-4561	FOSTER RD	731439	5.51	6280387
BUSSEY BILLY BENAIAH	NA	201 N CANNON BLVD	NA	KANNAPOLIS	NC	28083-3820	SECT C SCH 100 CLASS EQ ASM# 00	730624	102.39	6324466
BUTLER MARK S & WF	BUTLER SUSAN H	PO BOX 5658	NA	CONCORD	NC	28027-0000	3320 DEAL RD	729698	13.27	6341177
BYERS SCOTTIE HICKMAN	NA VIRGINIA WILSON	10700 KINLOCH RD	NA	SILVER SPRING	MD	20903-0000	HAWKINSTOWN RD	736497	1.33	81812500
C J PROPERTIES OF SALISBURY	LLC	740 DEER LAKE RUN	NA	SALISBURY	NC	28146-1234	501 ELM ST	730151	944.15	6258595
C T HARRIS IMAGING INC	NA	PO BOX 562	NA	SALISBURY	NC	28145-0562	2015 CONT MLT YR TAG AD59245	736151	1.46	235142500
CALM HOLDINGS LLC	NA	PO BOX 816	NA	SALISBURY	NC	28145-0816	111 N MAIN ST	733426	103.31	6331104
CAMPBELL MILLICENT R	NA	113 TALLWOOD DR	NA	HARTSDALE	NY	10530-0000	325 KNIGHT FARM RD	729026	2.25	6250747
CANNON GREGORY L	NA	485 CENTRAL HTS	NA	LEXINGTON	NC	27295-1918	207 STEELE AV	736872	1.01	6264825
CANUP BILLY SEAY & WF	CANUP PEGGY CAUBLE	9015 MOORESVILLE RD	NA	MT ULLA	NC	28125-7734	9015 MOORESVILLE RD	729634	3.48	6173852
CARBAJAL-TORRES KARINA	NA	140 PINE CONE LN	NA	SALISBURY	NC	28147-6946	1993 OAKWOOD 00014 00070	738222	1.58	6277418
CAROLINA AVIONICS GROUP LLC	ATTN GARY O JENKINS	3650 AIRPORT LOOP	NA	SALISBURY	NC	28147-8921	2013 BRAV MLT YR TAG AC29448	731849	32.47	6287871
CARPENTER MARY ALICE REVOCABLE	TRUST	6115 OLD BEATTY FORD RD	NA	ROCKWELL	NC	28138-7635	6115 OLD BEATTY FORD RD	733967	6.09	6248147
CARTER JOHN P	CARTER MARY ROSE	1470 SAINT MATTHEWS CHURCH RD	NA	SALISBURY	NC	28146-5569	1470 ST MATTHEWS CHURCH RD	735656	1.79	6144354
CARTER LYNN CAROL	NA	210 KNOLL VIEW DR	NA	SALISBURY	NC	28147-8846	210 KNOLL VIEW DR	732743	4.28	6067733
CARTER TIMOTHY SCOTT	CARTER SHARON O	280 CHINA GROVE RD	NA	CHINA GROVE	NC	28023-6623	2013 HOME PERMTAG AC45757	735627	3.10	9687
CASEY SUZANNE WALLACE	NA	641 BROWNRIGG RD	NA	SALISBURY	NC	28144-3550	WOODLEAF RD	736711	2.56	6112320
CASTOR BRIAN LEE SR	NA	255 MAE RD	NA	SALISBURY	NC	28146-0000	1150 TYRE DR	734266	1.88	6168419
CASTOR BRYAN M & WF	CASTOR CHRISTY T	221 MANSFIELD CIR	NA	LEXINGTON	SC	29073-0000	E NC 152 HWY	731821	1.58	6317857
CAT SCALE COMPANY	ATTN PROP TAX DEPT	395 W IOWA 80 RD	NA	WALCOTT	IA	52773-8571	SECT SCH A10 CLASS EQ ASM# 00	731805	7.40	624716401
CAVALERI MAURA LEE	NA	255 WOODLEA CT	NA	MOORESVILLE	NC	28115-6700	WOODLEA CT	729670	4.76	6268094
CAVIN KATHY L	NA	2302 W C ST	NA	KANNAPOLIS	NC	28081-9354	2302 W C ST	734096	2.47	31428
CENLAR	NA	426 PHILLIPS BLVD	NA	EWING	NJ	08618	9060 W NC 152 HWY	731053	810.84	6323088
CHANDELLE FARMS LLC	NA	565 TREXLER LOOP RD	NA	SALISBURY	NC	28144-9060	2011 HAWK MLT YR TAG AE18349	730119	2.83	6336648
CHAPMAN MELVIN RAY	NA	1005 MOOSE RD	NA	KANNAPOLIS	NC	28083-9773	1005 MOOSE RD	735144	4.68	98600000
CHASTAIN GARY LEE & WF	CHASTAIN TERESA HART	6223 CHAMAR CIR	NA	KANNAPOLIS	NC	28081-7726	CHERISH LN	730266	4.61	6266404
CHAVIS KENNETH WAYNE	CHAVIS DONNA SUTTON	240 TRANQUIL LAKE DR	NA	CHINA GROVE	NC	28023-8574	1989 MERCURY	729608	10.89	6019338
CHINA BUFFET	LIN LIANG DONG	803 N CANNON BLVD	NA	KANNAPOLIS	NC	28083	CLASS SP ASM# 000	732949	4.14	6312065
CHINABERRY COMMONS INC	NA	PO BOX 129	NA	CHINA GROVE	NC	28023	SECT SCH G8 CLASS FF ASM# 00	733442	3.65	700579
CHRIST CH OF THOMAS ST	NA	% JOHN MCLAUGHLIN	PO BOX 1351	SALISBURY	NC	28145-1351	S CRAIGE ST	736139	1.33	102457450
CIRCLE K STORES INC	NA	2550 W TYVOLA RD SUITE 200	NA	CHARLOTTE	NC	28217	SECT C SCH 100 CLASS PS ASM# 00	733203	2.19	617033205
CITADEL/BROOKHILL MEMORIAL	GARDENS LLC	% CITADEL MANAGEMENT LLC	PO BOX 8839	GREENVILLE	SC	29604-8839	0000 BRI-MAR TRL DUMP	729026	17.16	6236713
CITY OF SALISBURY	NA	PO BOX 479	NA	SALISBURY	NC	28145	219 E INNES ST	736483	41.96	6289164
CLARK BILLIE R	NA	135 VIVIAN RD	NA	CHINA GROVE	NC	28023-9603	1992 WESTON 00014 00070	731005	11.80	30561
CLARKS CREEK ASSOCIATES	NA	440 S CHURSH ST	SUITE 800	CHARLOTTE	NC	28202	158 HUTCHINS WAY	729017	13.99	6221445
CLARKS CREEK ASSOCIATES	NA	440 S CHURSH ST	SUITE 800	CHARLOTTE	NC	28202	103 WHITNEY CT	729017	22.20	6231868
CLARKS CREEK ASSOCIATES	NA	440 S CHURSH ST	SUITE 800	CHARLOTTE	NC	28202	104 EDZELL DR	729048	25.11	6292768
CLAY BLAINE ALVIN	NA	1880 FAITH RD	NA	SALISBURY	NC	28146-7352	1997 BETT PERM TAG AB88108	736869	15.43	6050257
CLAY JOSEPH A & WF	CLAY BALINDA	603 WHITE OAK LN	NA	ROCKWELL	NC	28138	2003 HUST PERMTAG AE23785	729689	3.37	6331737
CLODFELTER CHRISTOPHER THOMAS	NA	297 LAKESIDE DR	NA	SALISBURY	NC	28146-1223	297 LAKESIDE DR	729625	1.42	6097099
CLONTZ STEVEN H T/A	STEVE CLONTZ TRUCKING CO	13030 STOKES FERRY RD	NA	GOLD HILL	NC	28071-5616	2004 PTRB CON MH7616	729616	1.21	6043942
COATES GRETTA M	GRETTAGRAPHY	400 JOHNSTONE RD	NA	CLEVELAND	NC	27013	CLASS SP ASM# 000	730103	37.24	6330108
COLEMAN PATRICK CHRISTOPHER	NA	1302 PARKVIEW CIR	NA	SALISBURY	NC	28144-2640	1302 PARKVIEW CIR	735019	8.82	29577
COLEY JUDY BROOKS	NA	355 SLOOP ST	NA	CHINA GROVE	NC	28023-0000	355 SLOOP ST	735454	4.78	6326410
COMMONWEALTH USA	GENERAL ESCROW ACCOUNT	100 PARK MANOR DR SUITE 200	NA	PITTSBURG	PA	15205	850 GOODNIGHT RD	728437	150.96	6130753
COMPTON JOYCE THOMAS	NA	583 DAVIS FARM DR	NA	SALISBURY	NC	28147-6769	583 DAVIS FARM RD	732209	2,158.27	6257959
CONLEY HOBERT F MRS	WOODS MELINDA C	510 S BOSTIAN ST	NA	CHINA GROVE	NC	28023-2444	510 S BOSTIAN ST	738338	335.76	113505000
CONNER GERALD E & WF	CONNER RUTH J	281 BELMAR BLVD	NA	FARMINGDALE	NJ	07727-3672	PLYLER RD	732935	2.33	6171870
CONNER GERALD E &	CONNER SHANNON	281 BELMAR BLVD	NA	FARMINGDALE	NJ	07727-3672	1096 POND CT	732943	6.34	6293469
COOK BRUCE	COOK SHERI	2771 ISLAND POINT DR NW	NA	CONCORD	NC	28027-0000	1075 CHURCHFIELD LN	733627	5.71	6266444
CORBETT DAVID J	NA	210 ROLLING RD	NA	KANNAPOLIS	NC	28081-7942	210 ROLLING RD	735813	115.57	117350000
CORELOGIC	ATTN: REFUND DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	319 DUNHAM AVE	728564	226.46	6258173
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	701 5TH ST	730206	368.50	6300876
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	170 HELLGOWN RD	730206	877.17	152115000
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	320 TOWN ST	730206	500.60	18332

CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	CHIPPEWA TRL	730206	2.00	186830500
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	111 CRYSTAL CREEK DR	730206	195.72	33093
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	120 TAMARAC SHORES DR	730206	32.73	6030887
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	403 BROOK ST	730206	215.67	6059090
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	SHERRILLS FORD RD	730206	1,013.72	6064894
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	2212 RICHARD ST	730206	339.59	6067163
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	1810 DEWBERRY PL	730206	1,428.79	6073577
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	850 GOODNIGHT RD	730206	1,006.39	6130753
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	160 WAYCROSS DR	730206	15.74	6146168
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	10505 UNITY CHURCH RD	730206	5.24	6169430
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	970 BRIGGS RD	730206	10.71	6215732
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	111 YORKSHIRE DR	730206	2,166.98	6226516
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	509 W 7TH ST	730206	844.13	6236639
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	1050 BUCK BOARD LN	730206	884.32	6239690
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	423 MAPLE RIDGE CIR	730206	1,210.13	6243857
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	145 MOONLIGHT DR	730206	3.47	6252581
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	5660 WRIGHT RD	730206	1,040.55	6256886
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	319 DUNHAM AVE	730206	750.15	6258173
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	335 ACORN OAKS DR	730206	175.49	6263994
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	525 HICKORY ST	730206	1,411.71	6276437
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	928 N MAIN ST	730206	2,070.17	6286063
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	2421 WINFIELD ST	730206	1,367.36	6290872
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	285 ARCADIA RD	730206	1,100.23	6298470
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	ARCADIA RD	730206	99.13	6298470
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	110 HUNTERS POINT DR	730206	1,718.90	6321665
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	140 GRACIE LN	730206	4.64	6326290
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	291 SETTLERS GROVE LN	730206	1,739.61	6333231
CORELOGIC	ATTN: REFUNDS DEPARTMENT	PO BOX 9202	NA	COPPELL	TX	75019	1323 STONEWYCK DR	730206	3.76	6336215
CORELOGIC TAX SERVICE	ATTN: REFUNDS DEPT	PO BOX 9202	NA	COPPELL	TX	75019	708 BROOKMONT AV	733318	608.19	6334738
CORELOGIC TAX SERVICE	ATTN: REFUNDS DEPT	PO BOX 9202	NA	COPPELL	TX	75019	414 FORESTDALE DR	735733	1,219.24	6340946
CORELOGIC TAX SERVICES LLC	NA	3001 HACKBERRY ROAD	NA	IRVING	TX	75063-0156	106 BIRCH CT	731878	102.78	6309950
CORL DUSTIN LENTZ	NA	706 SIDES ST	NA	ROCKWELL	NC	28138-7588	LENTZ ST	731402	1.45	6115042
CORNERSTONE CHURCH OF	SALISBURY INC	PO BOX 2045	NA	SALISBURY	NC	28145-2045	1353 FAITH RD	733600	11.65	6228826
CORNETT TINA MANN	NA	9075 MANN RD	NA	KANNAPOLIS	NC	28081-8502	9075 MANN RD	738222	2.74	6306593
CPB COMMERCIAL INC	NA	PO BOX 4041	NA	SALISBURY	NC	28145-4041	ARABIAN LN	733427	34.53	6337598
CPB COMMERCIAL INC	NA	PO BOX 4041	NA	SALISBURY	NC	28145-4041	1968 DTC MLT YR TAG AY93726	733441	12.00	6340698
CRANFORD MARY ELIZABETH	NA	8521 FALLS OF NEUSE RD	NA	RALEIGH	NC	27615-0000	OLD CONCORD RD	731095	2.82	125952500
CREED EDWARD LEE JR	% EDWARD LEE CREED SR	285 HENRY LN	NA	SALISBURY	NC	28147	2012 MAKO	736872	3.19	6261900
CRONQUIST JANA REEVES	NA	1915 LONDON RD	NA	MOORESVILLE	NC	28115-7228	1915 LONDON RD	729992	12.72	6321662
CROWN CREDIT COMPANY	NA	44 SOUTH WASHINGTON ST	NA	NEW BREMEN	OH	45869	SECT SCH A10 CLASS EQ ASM# 00	733448	2.48	700674
CSC LEASING COMPANY	NA	6806 PARAGON PL STE 170	NA	RICHMOND	VA	23230-1824	SECT SCH US CLASS CE ASM# 00	730422	11.32	6318583
CURTIS DAVID A	NA	262 SOUTHBERRY LN	NA	LEXINGTON	SC	29072-7094	308 SHINN ST	733792	15.29	6309725
CUSHING WILLIAM T & WF	CHOI-CUSHING NANCY	1260 E RIDGE RD	NA	SALISBURY	NC	28144-0000	1220 E RIDGE RD	737873	1.52	6313428
D & R ELECTRICAL SERVICES INC	NA	504 W HILLSIDE DR	NA	CHINA GROVE	NC	28023-9422	504 W HILLSIDE DR	737640	1.17	419455500
DALE QUARTERLEY RACING	ATTN: PROPERTY TAX	206 PERFORMANCE RD	NA	MOORESVILLE	NC	28115-9591	0000 6 RACE CARS & IMPROVMENT	730272	10.60	6326183
DAVID J R	DAVID SHERRY J	PO BOX 224	NA	THORPE	WV	24888-0224	1998 SUPE PERM TAG AB53747	732261	2.52	6251695
DAVID J R & WF	DAVID SHERRY J	PO BOX 224	NA	THORPE	WV	24888-0224	1860 LENTZ RD	732260	311.00	6186107
DAVID JAMES R & WF	DAVID SHERRY J	PO BOX 878	NA	CHINA GROVE	NC	28023-0878	1860 LENTZ RD	732204	12.44	6186107
DAVIDSON KEITH	NA	240 PICKLER RD	NA	SALISBURY	NC	28144-0000	LONG BOW RD	734682	23.39	6097806
DAVIS JACQUELINE DAVI	%MAE WHITE	106 HEMLOCK DR	NA	SALISBURY	NC	28147-0000	526 S MARTIN LUTHER KING JR AV	732197	5.03	6127886
DAVIS NORMAN L & WF	DAVIS VICKI S	7582 BEAVER LN	NA	KANNAPOLIS	NC	28081-8920	1995 POLARIS JSK	732668	33.00	138691000
DAVIS RONNIE L & WF	DAVIS SCOTTIE S	2735 MT HOPE CHURCH RD	NA	SALISBURY	NC	28146-0000	2785 MT HOPE CHURCH RD	729563	11.70	138968000
DEAL STEVEN GLENN	DEAL DEBERA KING	413 ROSS ST	NA	CHINA GROVE	NC	28023-2139	1992 FLEETWOOD 00014 00070	732935	1.00	6173529
DEFELICE LEONARD	NA	121 BOARDWALK LN	NA	LEXINGTON	NC	27292-6959	RIVER COUNTRY RD	729817	2.08	6153215
DIAL CYNTHIA DOLORES	NA	645 POP STIREWALT RD	NA	SALISBURY	NC	28146-1108	645 POP STIREWALT RD	734693	35.79	17659
DIAL CYNTHIA DOLORES	NA	645 POP STIREWALT RD	NA	SALISBURY	NC	28146-1108	1994 SAA 25 900 S	734889	31.00	17659
DICK STEVEN C & WF	DICK LISA P	2630 JONATHAN ST	NA	SALISBURY	NC	28147-9292	2630 JONATHAN ST	737820	183.57	146448000
DIRECT AUTO INSURANCE	NA	1281 MURFREESBORO RD	NA	NASHVILLE	TN	37217	CLASS SP ASM# 000	733422	2.82	6313345
DITECH FINANCIAL LLC	NA	3001 HACKBERRY ROAD	NA	IRVING	TX	75063-0156	1095 AMBER CT	732809	10.99	6206687
DONAHUE JAMES K	NA	334 BUFORD DR	NA	LANDIS	NC	28088-0000	334 BUFORD DR	732560	1,420.38	6340292
DOVER CALVIN WALLICE & WF	DOVER FRANCES	2335 LIPE RD	NA	CHINA GROVE	NC	28023-9303	PLAYGROUND LN	727227	1.00	14996000001
DOYLE BRIAN KEITH	NA	3210 RIVER RD	NA	RICHFIELD	NC	28137-9771	3210 RIVER RD	727244	3.53	6095803
DRIVER WILLIAM DANIEL & WF	DRIVER TRACY LONDON	190 WILLOW OAKS DR	NA	CHINA GROVE	NC	28023-6574	190 WILLOW OAKS DR	737820	9.23	15287
DRY GRADY MAX II	NA	1150 LANDOVER DR	NA	SALISBURY	NC	28147-9294	2014 KAUF PERM TAG AC45496	730238	1.03	151120000

DRYE JOHNNY LANE	NA	1484 CANNON ST	NA	ROCKWELL	NC	28138-9493	2015 CAON PERMTAG AD66919	732255	4.88	6114782
DUNCAN RODGER THOMAS	NA	PO BOX 729	NA	FAITH	NC	28041-0729	RAINEY RD	737848	2,118.44	6154851
DUNCAN RODGER THOMAS	DUNCAN BETTY LINGLE	PO BOX 729	NA	FAITH	NC	28041-0729	RAINEY RD	737887	246.59	6154851
DUVALL BROWN ALBERT JR	DUVALL PEGGY B	208 S CHAPEL ST	NA	LANDIS	NC	28088-1417	208 S CHAPEL ST	731850	1.02	153660000
EARL MARCUS & WF	EARL KRISTINE	233 ELLIOTT DR	NA	TROUTMAN	NC	28166-0000	117 CHEVAL TRL	733426	14.53	6335757
EASON DON RICHARD	NA	122 TOWN CT	NA	SALISBURY	NC	28147-7812	1985 CONNOR 00014 00054	729570	10.89	159632500
EDDLEMAN BOBBY WAYNE	NA	19132 OLD BEATTY FORD RD	NA	GOLD HILL	NC	28071-9677	1997 LOWE	730053	6.27	21034
EDWARDS DAVID B & WF	EDWARDS LUCY L	2060 DEAL RD	NA	MOORESVILLE	NC	28115-0000	1999 WILDERNESS 33FT	738203	9.60	161157500
EDWARDS DAVID BROWN	NA	2060 DEAL RD	NA	MOORESVILLE	NC	28115-0000	WRIGHT RD	738219	6.41	6199838
ELLER J GYNN &	ELLER HEIDI E CO-TRUSTEES	17525 PARADISE COVE CT	NA	CORNELIUS	NC	28031-0000	870 KEPELY RD	732554	38.76	6299338
ELLER JOSH RAY	NA	200 SCHOOL ST	NA	CLEVELAND	NC	27013-9484	200 SCHOOL ST	729651	2.41	6222821
ELLER KENNETH ARNOLD	NA	1270 SIDNEY DR	NA	SALISBURY	NC	28147-8239	1971 NEWMOON 00012 00060	730239	3.58	164845000
ERVIN DANA MARK & WF	ERVIN LINDA H	6340 YOUNT DR	NA	SALISBURY	NC	28147-6513	6340 YOUNT DR	729574	3.97	168285000
EURY TONY RALPH SR	NA	241 MIDFIELD ST	NA	MOORESVILLE	NC	28115-6770	2012 RANGER Z118	729642	1.08	6197095
EURY TONY RALPH SR & WF	EURY SYDNEY LYNNE	241 MIDFIELD ST	NA	MOORESVILLE	NC	28115-6770	241 MIDFIELD ST	729641	9.37	6191583
EXPERT MANAGEMENT INC	C/O AKZO NOBEL INC	525 WEST VAN BUREN ST	NA	CHICAGO	IL	60607-3823	200 LUMBER ST	732028	14.59	6323101
FENNINGER PETER L & WF	FENNINGER GWENDOLYN S	137 KEATS RD	NA	MOORESVILLE	NC	28117-8769	1608 CHILDERS RD	731792	10.53	6159944
FERGUSON,HAYES,HAWKINS & DEMAY	NA	45 CHURCH STREET S	P O BOX 444	CONCORD	NC	28026-0444	3740 MILLBRIDGE RD	736730	1,208.00	151752500
FERO CONNIE HODGE	FERO ROBERT E	PO BOX 284	NA	CLEVELAND	NC	27013-0284	4100 THIRD CREEK CHURCH RD	735679	1.47	30089
FERRELL MINNIE MAE	COLLINS LARRY WAYNE	910 KIMBERLY LN	NA	KANNAPOLIS	NC	28083-3076	1998 FLEETWOOD 00014 00070	731804	1.35	6234654
FESPERMAN FLORENCE F	NA	160 WACCAMAW DR	NA	SALISBURY	NC	28146-2479	160 WACCAMAW DR	733385	1.40	6168510
FESPERMAN RANDALL LEE	FESPERMAN FAYE	1030 UPPER PALMER RD	NA	SALISBURY	NC	28146-8127	1989 TRAI PERM TAG AA31809	734306	7.52	177105000
FESPERMAN RANDALL LEE & WF	FESPERMAN FAYE	1030 UPPER PALMER RD	NA	SALISBURY	NC	28146-8127	1989 TRAI PERM TAG AA31809	734229	3.96	177105000
FILE ALAN BOYD	NA	2175 ODDIE RD	NA	SALISBURY	NC	28146-1288	1999 SOUTHERN SKIMMER	734607	110.86	177467500
FINNEY JERRY & WF	FINNEY JUDY	140 EDEN PARK DR	NA	CHINA GROVE	NC	28023-8002	140 EDEN PARK DR	733362	4.63	6067263
FIRST DATA MERCHANT SERV CORP	% RYAN LLC	PO BOX 4900	NA	SCOTTSDALE	AZ	85261-4900	SECT C SCH 100 CLASS PS ASM# 00	735502	5.60	6114435
FIRST LEGACY COMMUNITY CREDIT	UNION	431 BEATTIES FORD RD	NA	CHARLOTTE	NC	28216-0000	2146 STATESVILLE BLVD	730811	78.92	6282075
FIRST LEGACY COMMUNITY CREDIT	UNION SALISBURY BRANCH	PO BOX 16285	NA	CHARLOTTE	NC	28297-6285	CLASS SP ASM# 000	730816	5.93	6295003
FIRST TROY SPE LLC	NA	341 N MAIN ST	NA	TROY	NC	27371-0000	231 NUTHATCH LN	728756	25.71	6315164
FLESHER HALEY L &	JOSEY DAMIAN S	1159 CHERRY BROOK CT	NA	KANNAPOLIS	NC	28083-0000	377 STAFFORD ESTATES DR	734977	3.26	6341311
FLOWER TOWN OF SALISBURY INC	% TRACEY DAY	729 W INNES ST	NA	SALISBURY	NC	28144-4149	CLASS SP ASM# 000	738004	3.40	18382100002
FOGNER DORFIS P &	FOGNER ROY M & WF JUDITH W	3475 STOKES FERRY RD	NA	SALISBURY	NC	28146-2215	3475 STOKES FERRY RD	735439	750.47	6259685
FORBESGALLAGHER LLC	NA	30 MANMAR DRIVE	NA	PLAINVILLE	MA	02762	120 BIRCHWOOD DR	731586	727.36	6250787
FORSYTHE DOROTHY SMITH	NA	383 GRUBB RD	NA	LEXINGTON	NC	27295-0000	265 PANFISH LN	732219	1.85	6342430
FOSTER DOUG M	NA	8752 OVERCASH RD	NA	CONCORD	NC	28027-7480	OLD BEATTY FORD RD	734273	1.62	6277493
FRANZIL JACKIE LYNN	NA	170 VILLAGE LN	NA	SALISBURY	NC	28146-0000	190 VILLAGE LN	729113	233.83	6317555
FREEMAN BRENDA M	NA	PO BOX 733	NA	KANNAPOLIS	NC	28082-0733	1312 MT VERNON AV	731829	23.35	6337698
FREEZE TONY RAY & WF	FREEZE MARY ANN BEAVER	275 BLACKSMITH LN	NA	MOORESVILLE	NC	28115-7297	275 BLACKSMITH LN	736441	6.54	192895000
G & K AUTO TRANSPORT AND	DELIVERY LLC	1112 TIMBER SPRING LN	NA	SALISBURY	NC	28147	2016 KAUF TL AE56768	727226	8.23	6340774
GARDNER WALTER H JR	NA	4470 OLD BEATTY FORD RD	NA	CHINA GROVE	NC	28023-7662	4280 OLD BEATTY FORD RD	730252	7.32	6102154
GARDNER WALTER H JR &	SNIPES MELISSA ANNE	4470 OLD BEATTY FORD RD	NA	CHINA GROVE	NC	28023-7662	4470 LENTZ RD	730252	8.55	6103657
GARDNER WALTER HARTSELL JR	GARDNER MELISSA SNIPES	4470 OLD BEATTY FORD RD	NA	CHINA GROVE	NC	28023-7662	OLD BEATTY FORD RD	730258	1.74	6179825
GARMON JO ANN S	NA	803 E LIBERTY ST	NA	CHINA GROVE	NC	28023-2631	803 E LIBERTY ST	733187	1.12	198790000
GASTON ANDRE	NA	PO BOX 581	NA	EAST SPENCER	NC	28039-0581	1207 BARBOUR ST	731347	1.10	200429500
GENTRY SUE JOHNSON	NA	2303 ELLERBE DR	NA	KANNAPOLIS	NC	28083-6523	CUB ST	730790	8.76	6110562
GERRISH DIANE SHEILA	NA	1125 KELLY DR UNIT 2	NA	HINESVILLE	GA	31313	1997 NORRIS 00014 00070	730794	2.71	6231787
GETER MARY GRAY	NA	4480 NEEDMORE RD	NA	WOODLEAF	NC	27054-9638	4480 NEEDMORE RD	730787	7.14	6039827
GILLAND BOBBY R & WF	GILLAND ELAINE M	512 SIDES ST	NA	ROCKWELL	NC	28138-7586	512 SIDES ST	733142	7.85	203450000
GIVENS NATHANIEL	NA	2275 MOORE ST	NA	SALISBURY	NC	28144-0506	2008 CAON PERM TAG AA68242	731344	15.00	10641
GIVENS NATHANIEL TRUSTEE	NA	2275 MOORE ST	NA	SALISBURY	NC	28144-0506	2275 MOORE ST	731441	2.14	6289254
GLANN GERALD WILBUR & WF	GLANN GERALDINE	PO BOX 72	NA	CHINA GROVE	NC	28023-0072	1530 WEAVER RD	731338	4.53	6091954
GLEASON KEVIN JOSEPH	NA	203 E 20TH ST	NA	KANNAPOLIS	NC	28083-2684	2000 DODG RPC TK P'UP RAM 1/2 TON	734958	41.11	6327854
GOFF GINA DAVEEN	NA	5080 MOUNT HOPE CHURCH RD	NA	SALISBURY	NC	28146-8334	5080 MT HOPE CHURCH RD	729653	3.03	6227836
GOODMAN DONNA C	DBA DOUBLE D RANCH	270 LINKER RD	NA	ROCKWELL	NC	28138-9728	SECT SCH U10 CLASS EQ ASM# 00	730064	6.65	208791500A
GOODMAN JONATHAN W & WF	GOODMAN CRYSTAL D	5419 OLD CONCORD RD	NA	SALISBURY	NC	28146-0000	GLOVER RD	738225	5.61	6336284
GOODMAN JONATHAN WAYNE	NA	5419 OLD CONCORD RD	NA	SALISBURY	NC	28146-9171	1987 MASTERCRAFT	738201	8.27	13276
GORMAN RONALD RAY & WF	GORMAN BECKY M	1135 WEAVER RD	NA	CHINA GROVE	NC	28023-8724	STIREWALT RD	737676	4.84	214195000
GOSS SHERRI LEIGH	GOSS MARSHALL NATHANIEL III	119 PARK ST	NA	CHINA GROVE	NC	28023-2125	2003 OPEN PERMTAG AA31748	735495	11.16	6186152
GOULD RICHARD E & WF	GOULD JOYCE F	207 E TAYLOR ST	NA	LANDIS	NC	28088-0000	207 E TAYLOR ST	729098	20.51	6339105
GRAVELY EVERETTE GILFORD & WF	GRAVELY CAROL ANN	260 RED FOX RUN	RED FOX RUN	SALISBURY	NC	28147-0000	RED FOX RUN	728406	23.52	6310177
GRAY JOHN LJR	NA	4120 RIVERSHORE RD	NA	PORTSMOUTH	VA	23703-0000	1430 HART RD	729690	2.83	6338591
GREER CHARLOTTE DRYE	NA	9120 CASTOR RD	NA	SALISBURY	NC	28146-9114	1989 UNKNOWN 00014 00070	733309	38.32	220176000
GRIFFIN WILMA A	NA	315 SCALEY BARK DR	NA	SALISBURY	NC	28147-7442	315 SCALEY BARK DR	731037	1.33	221386500
GUTIERREZ JOSE OMAR	NA	1040 THEODORE LN	NA	SALISBURY	NC	28146	1996 OXFORD 00014 00076	727242	1.31	700599

HAGLER GERALD C & WF	HAGLER DONA B	103 N MAIN ST	NA	CHINA GROVE	NC	28023-2527	103 N MAIN ST	729604	4.82	6003789
HAMMOND NANCY T	NA	4816 W SUGAR CREEK RD	NA	CHARLOTTE	NC	28269-0916	PHIFER RD	731441	1.87	6283148
HANDS JAMES A	NA	% JAMES A HANDS JR	1412 NEWBERRY LANE	MARYVILLE	TN	37803	206 SWAIM CT	730799	13.66	6259516
HARDIN EARNEST DONALD JR	NA	PO BOX 266	NA	ROCKWELL	NC	28138-0266	7735 US 52 HWY	730794	6.29	6231631
HARGETT HAROLD RICHARD	NA	111 W KETCHIE ST	NA	CHINA GROVE	NC	28023	2012 HURS PERMTAG AE97716	737248	1.77	6341409
HARLESS JON ALAN	HARLESS EMILY ANN	1013 FISHER DR	NA	ROCKWELL	NC	28138-8437	1013 FISHER DR	729026	11.68	6243789
HARRINGTON CLEGG L & WF	HARRINGTON PAMELA C	5440 WINCHESTER DR	NA	CONCORD	NC	28027-0000	215 CLEARFIELD DR	730235	5.81	12165
HARRINGTON LARRY DIXON	NA	170 CIMMARON CIR	NA	KANNAPOLIS	NC	28081-9506	170 CIMMARON CIR	728542	81.38	6132862
HARRIS CARMEN J	NA	1804 2ND ST	NA	SALISBURY	NC	28144-6615	1804 SECOND ST	733594	154.46	11462
HARRIS CLARA D	NA	116 GLENDOWER DR	NA	SALISBURY	NC	28144-9428	420 VINEYARD DR	737830	8.76	236420000
HARRISON SHARON SMITH	NA	130 STONEYBROOK RD	NA	SALISBURY	NC	28147-8243	130 STONEYBROOK RD	737801	327.12	236820000
HARTLEY JOHN R & WF	HARTLEY MICHELLA T	310 YOUNG FARM RD	NA	SALISBURY	NC	28144-8841	310 YOUNG FARM RD	730258	4.95	6161144
HARTMAN WILLIAM FRANCIS	NA	3928 SPARROW HAWK RD	NA	MELBOURNE	FL	32934-8538	HIGH ROCK RD	736360	4.98	239357000
HARTSOE GWYN DAVID & WF	HARTSOE RACHEL	1439 SHERWOOD DR	NA	KANNAPOLIS	NC	28081-5749	PLANER AV	735393	9.72	23969000001
HATHAWAY MICHAEL CHRISTOPHER	NA	4767 RAINBOW DR	NA	KANNAPOLIS	NC	28081-8858	1983 LAZY DAYS I/O	729624	1.27	6080758
HAUGEN VICTOR ROBERT	NA	6415 MEADOW LN	NA	SALISBURY	NC	28147-8310	1985 FORD F-150	738243	12.20	241205000
HELTON AGNES W	NA	510 E 23RD ST	NA	KANNAPOLIS	NC	28083-2620	510 E 23RD ST	733275	35.37	6179282
HELTON GARY M	NA	510 E 23RD ST	NA	KANNAPOLIS	NC	28083-2620	510 E 23RD ST	733276	34.55	6179282
HELTON LINDA R	NA	1250 ELIZABETH AVE	NA	KANNAPOLIS	NC	28083-2864	1250 ELIZABETH AV	730742	2.45	246875400
HENDREN TIMOTHY C & WF	HENDREN LISA S	1016 HICKORY GROVE LN	NA	CHINA GROVE	NC	28023-9455	1016 HICKORY GROVE LN	738110	4.06	6028412
HENDRIX TERRY W &	PURSER ELIZABETH DAVIS	1206 BEATEN PATH	NA	CHINA GROVE	NC	28023-6702	1206 BEATEN PATH RD	735389	6.28	19021
HENLEY SHERRY BARROW	NA	151 COLONY DR	NA	MOORESVILLE	NC	28115-2873	280 CAELOT RD	731450	16.33	6333325
HEWARD LYNDIA S TRUSTEE	NA	3308 WINGED FOOT DR	NA	SALISBURY	NC	28144-0000	3308 WINGED FOOT DR	730269	768.61	6317290
HEWITT BRUCE EDWARD	FARM EQUIPMENT	882 HEWITT RD	NA	CLEVELAND	NC	27013-9287	SECT SCH U10 CLASS EQ ASM# 00	731299	3.09	629566801
HICKEY LINDA H	NA	2516 CRANBROOK LN APT 3	NA	CHARLOTTE	NC	28207-2029	400 FORREST DR	737370	8.37	6031720
HIGHET STEVEN J	% DAVID MCRAE AIRCRAFT ONLY	PO BOX 151	NA	ADVANCE	NC	27006-0151	1978 CESSNA 152 II	729690	2.19	6339381
HILTON CHRISTIAN ANTHONY	NA	1930 S MAIN ST	NA	CHINA GROVE	NC	28023-7622	1992 GLASSTREAM 211	730189	76.08	6101011
HILTON CHRISTIAN ANTHONY	NA	1930 S MAIN ST	NA	CHINA GROVE	NC	28023-7622	1992 GLASSTREAM 211	730210	67.01	6101011
HILTON CHRISTIAN ANTHONY	NA	2144 SHILLINGS CHASE DR	NA	KENNESAW	GA	30152	1992 GLASSTREAM 211	730214	71.73	6101011
HIPP HARRY L JR	HIPP GEORGE L	HIPP JOHN H	2102 WOODLEAF RD	SALISBURY	NC	28147-1132	2000 LOAD PERMTAG	735924	10.55	255217500
HIPP HARRY L JR	NA	2102 WOODLEAF RD	NA	SALISBURY	NC	28147-1132	2030 WOODLEAF RD	735935	33.39	6206771
HIPP HARRY L JR	NA	2102 WOODLEAF RD	NA	SALISBURY	NC	28147-1132	N JAKE ALEXANDER BLVD	735937	13.59	6206771
HIRSCHFELD BRET L	NA	620 HUMMINGBIRD CIR	NA	SALISBURY	NC	28146-0000	620 HUMMINGBIRD LN	732176	4.08	255327500
HIRST KAYE B	NA	123 LANCELOT RD	NA	SALISBURY	NC	28147-8995	123 LANCELOT RD	735498	622.19	255346000
HOCHSTETLER ANDREW & WF	HOCHSTETLER WANDA R	1010 WILL BLACK RD	NA	SALISBURY	NC	28147-6798	1987 TRAI PERMTAG AD67183	734639	57.49	6281161
HOFFNER JAMES W & WF	HOFFNER ERNESTINE O	2035 MT TABOR CHURCH RD	NA	CLEVELAND	NC	27013-9200	MT TABOR CHURCH RD	729576	59.89	25787000001
HOFFNER JAMES WILLIAM	NA	2035 MT TABOR CHURCH RD	NA	CLEVELAND	NC	27013-9200	MT TABOR CHURCH RD	729878	334.50	257870000
HOGAN HERMAN LEE & WF	HOGAN CONNIE WINGROVE	7262 CHARLES MOUNTAIN RD	NA	DENTON	NC	27239-0000	S FISHERMANS LN	731455	3.20	6341619
HOLLIFIELD JAMES W T/A	HOLLIFIELD BUTCH BUILDING SUPP	14715 OLD BEATTY FORD RD	NA	GOLD HILL	NC	28071-9645	SECT SCH F10 CLASS EQ ASM# 00	734229	1.20	17881
HOLMES LASHONDA	NA	711 S ROWAN AVE	NA	SPENCER	NC	28159-2145	408 SOUTHERN ST	732939	1.13	6247340
HOLMES QUENTIN J &	HOLMES ADANTAE TRAY	PO BOX 313	NA	EAST SPENCER	NC	28039-0313	S LONG ST	732215	5.55	6205777
HOLSHOUSER JEFFREY PAUL	HOLSHOUSER ROBIN D	8485 CASTOR RD	NA	SALISBURY	NC	28146-9107	1977 AMC SPRINT	732381	9.24	6010241
HOLSHOUSER ROBERT ALAN	HOLSHOUSER CARRIE MILLER	1120 SHIVE RD	NA	SALISBURY	NC	28146-0307	1120 SHIVE RD	734267	17.70	6245187
HOLTZCLAW M T HEIRS	%MARSH A HATCHER	PO BOX 210976	NA	BROOKLYN	NY	11221-0976	N MAIN ST	731711	222.83	26463000001
HOLTZCLAW M T HEIRS	%MARSHA A HATCHER	PO BOX 210976	NA	BROOKLYN	NY	11221-0976	N MAIN ST	731351	2.72	264630000
HOLTZCLAW MAE ETTA	% MARSHA A HATCHER	PO BOX 210976	NA	BROOKLYN	NY	11221-0976	3100 N MAIN ST	731381	4.99	6003173
HONEY BAKED HAM CO	ATTN NADER BOTROS	PO BOX 1001	NA	SALISBURY	NC	28145-1001	SECT SCH E10 CLASS EQ ASM# 00	730266	1.37	6262087
HONEYCUTT CRAIG CHARLES	HONEYCUTT TONYA REEDER	PO BOX 767	NA	MOUNT ULLA	NC	28125-0767	2004 DELTA PERM TAG A268145	735041	10.06	6215577
HONEYCUTT MARIE ANN G	NA	1021 DUKE ST	NA	KANNAPOLIS	NC	28081-0000	1021 DUKE ST	737435	9.57	6337340
HONEYCUTT PATTI HUDSPETH	NA	102 DAMSEN BERRY WAY	NA	CHINA GROVE	NC	28023-0000	102 DAMSEN BERRY WAY	730979	21.48	6086601
HONEYCUTT SANDRA F	NA	565 PANTHER POINT TRAIL	NA	RICHFIELD	NC	28137	1991 MARINER O/B	737881	4.22	6336990
HOUGH WILSON RICHARD JR & WF	HOUGH KAY F	408 PINEWOOD AVE	NA	KANNAPOLIS	NC	28081-9753	408 PINEWOOD ST	733342	8.67	270602500
HOUE LINDA LAVERNE	NA	16565 DOOLEY RD	NA	CLEVELAND	NC	27013-9158	DOOLEY RD	730110	357.08	270627500
HUDSPETH JEAN M	NA	225 LAKESHORE DR	NA	SALISBURY	NC	28146-0000	255 LAKESHORE DR	728796	35.58	6340635
HUFF KAREN LYNN	FARM EQUIPMENT	265 WHITTAIL LN	NA	SALISBURY	NC	28147-7236	SECT SCH U10 CLASS EQ ASM# 00	729623	30.28	606318301
HUFFMAN RICHARD	HUFFMAN LAW FIRM PA	100 W INNES ST STE 301	NA	SALISBURY	NC	28144-4346	CLASS SP ASM# 000	729667	1.42	6260345
HUFFMAN ROY LEE	NA	175 ST STEPHENS CHURCH RD	NA	GOLD HILL	NC	28071	2014 CAON PERMTAG	728806	3.27	700671
HUGHES MELISSA	NA	2725 NC 152 W	NA	CHINA GROVE	NC	28023	179 SUNSTONE LN	732748	2.08	6059015
HUMPHRIES SANDRA C	NA	1822 DEWBERRY PL	NA	SALISBURY	NC	28146-0000	1822 DEWBERRY PL	729093	26.56	6329393
HUNNING RICHARD EARL	HUNNING GLENDA B	630 LILLIAN CIR	NA	SALISBURY	NC	28147-8548	1989 MARINER O/B	736759	10.10	6226846
HUNTER LAURA JANE & HUS	HUNTER MITCHELL DEAN	215 E BLUME ST	NA	LANDIS	NC	28088-0000	N CHAPEL ST	732952	2.67	6331681
HUNTER WILLIAM GERALD & WF	HUNTER KAY CARTNER	2450 SOUTH RIVER CHURCH RD	NA	WOODLEAF	NC	27054-9557	2450 SOUTH RIVER CHURCH RD	736466	500.00	5831
HUTCHENS LAW FIRM	CHARLOTTE REAL ESTATE TRUST AC	PO BOX 2505	NA	FAYETTEVILLE	NC	28302	168 GRANITE LN	729886	1,302.97	6132426
HYDRAULICS DEPOT LLC	ATTN PROPERTY TAX	PO BOX 835	NA	SALISBURY	NC	28145-0835	CLASS SP ASM# 000	733712	1.39	6266379

INGRAM WAYNE ALAN	NA	72 GOODMAN DR	NA	SALISBURY	NC	28147	2011 SKEETER	738215	59.02	6141443
INSPECTOR ROD INC	% RODNEY C HAMMOND	750 BRIDAL PATH FARM RD	NA	CLEVELAND	NC	27013	CLASS 5P ASM# 000	729692	1.86	6339601
INTEGRITY FINANCIAL NETWORK IN	NA	PO BOX 393	NA	CHINA GROVE	NC	28023-0393	2016 HOHA TL AE63593	732217	2.37	6327602
INTEGRO TECHNOLOGIES CORP	% THOMAS P CAMPION	301 S MAIN ST	NA	SALISBURY	NC	28144	CLASS 5P ASM# 000	733536	45.34	6270389
ISAACS FRANKLIN DWAYNE	NA	9564 GLENASHLEY DR	NA	CORNELIUS	NC	28031	2006 TRACKER	728903	59.09	19110
ISAACSON CAROLYN C	NA	PO BOX 62	NA	LANDIS	NC	28088	MILLER RD	729625	2,502.40	6091009
ISAACSON CAROLYN C	NA	PO BOX 62	NA	LANDISURY	NC	28088	1018 TIMBER SPRING LN	729732	121.28	6091009
ISAACSON CAROLYN C	NA	130 W KERR ST	PO BOX 3275	SALISBURY	NC	28145-3275	MILLER RD	729733	610.52	6091009
J & E LAND HOLDING COMPANY LLC	NA	PO BOX 400	NA	DAVIDSON	NC	28036-0400	170 CHRISTOPHER CROSSING DR	730816	167.01	6300141
J M VANHOY LLC	WAHOOS DINER	PO BOX 166	NA	GRANITE QUARRY	NC	28072-0166	CLASS 5P ASM# 000	736495	3.03	6335314
JACKSON ALLEN W & WF	JACKSON LOIS ANN	2220 JACKSON RD	NA	MOORESVILLE	NC	28115-7514	2645 JACKSON RD	729579	11.10	280975000
JACKSON DAVE SR	JACKSON ALBERTA S	PO BOX 463	NA	BAGDAD	FL	32530-0463	2006 FORD DRW TK PICKUP F350 4X4 4D DUAL	737017	73.93	6046652
JACOBS JOHN ADDISON	NA	430 JACOBS LAMBE LN	NA	SALISBURY	NC	28146-9423	1999 ESCT PERMTAG AC74869	727254	1.00	26121
JNA PROPERTIES	NA	319 TRAPPERS RIDGE DR	NA	ROCKWELL	NC	28138-0000	319 TRAPPERS RIDGE DR	737378	4,781.25	28936
JOHNSON PAMELA ANN	JOHNSON JEFFREY WAYNE	4375 N MAJOR DR APT 1323	NA	BEAUMONT	TX	77713-0000	13117 MEGAN DR	733379	1.54	6155765
JOHNSON RICKY K & WF	JOHNSON JANET S	PO BOX 1365	NA	SALISBURY	NC	28145-1365	2006 COCA PERMTAG AD59489	738212	1.05	287027000
JORDAN ANNIE G	NA	221 CEDAR BROOK DR	NA	KANNAPOLIS	NC	28081-9499	221 CEDAR BROOK DR	735417	2.34	6106716
K DEES JEWELERS INC	% CATHERINE S DIETZ	112 E INNES ST	NA	SALISBURY	NC	28144-5008	SECT SCH US CLASS CE ASM# 00	729670	5.48	6263048
KARGEL RICKY LEIGH II	NA	20750 MILBANK ST	NA	WOODHAVEN	MI	48183-4370	190 VILLAGE LN	729083	196.84	6317555
KATHRYN L BRINGLE	CHAPTER 13 TRUSTEE #1351405	P O BOX 2115	NA	WINSTON SALEM	NC	27102-2115	2005 JEEP GCK MP CHEROKEE GRAND LARED 4WD	730830	15.20	6302441
KB RACING LLC	NA	8085 PLANTING FIELDS PL	NA	LAS VEGAS	NV	89117-7622	2005 VOLV IRP TAG LR5902	737863	70.78	6235282
KB RACING MANAGEMENT LLC	NA	8085 PLANTING FIELDS PL	NA	LAS VEGAS	NV	89117	SECT SCH J10 CLASS EQ ASM# 00	733895	6.77	6341010
KB RACING MANAGEMENT LLC	%KENNETH G BLACK	8085 PLANTING FIELDS PL	NA	LAS VEGAS	NV	89117-7622	PERFORMANCE RD	733895	158.86	6304562
KELLER JOHN DAVID & WF	KELLER LINDA GAIL	249 KELLER FARM RD	NA	CLEVELAND	NC	27013-8317	2016 KAUF PERMTAG	729734	43.96	6265403
KELLY GENEVRA B ETAL	NA	728 SCOTLAND AV	NA	ROCKINGHAM	NC	28379-0000	RAILROAD ST	729698	11.67	6340966
KEPLEY KATHLEEN LINGLE	NA	2080 SHERRILLS FORD RD	NA	SALISBURY	NC	28147-8082	SHERRILLS FORD RD	732204	2.71	6196511
KEPLEY RIGGING & TOWING LLC	NA	2570 SHERRILLS FORD ROAD	NA	SALISBURY	NC	28147	1996 PTRB CON MC7227	733543	4.20	6260195A
KEPLEY RONALD J & WF	KEPLEY ANNIE B	375 CANTIBERRY DR	NA	SALISBURY	NC	28146-9271	375 CANTIBERRY DR	735019	6.81	299611000
KEPLEY THOMAS EDWARD	NA	3235 STATESVILLE BLVD	NA	SALISBURY	NC	28147-7451	3235 STATESVILLE BLVD	731352	3.49	299740000
KESLER DAN	NA	1395 PROVIDENCE CHURCH RD	NA	SALISBURY	NC	28146-1257	1395 PROVIDENCE CHURCH RD	732199	20.47	6164078
KEVIN C LINK	NA	1 BUFFALO AVENUE NW SUITE 3305	NA	CONCORD	NC	28025	104 RICE ST	736700	620.43	6341240
KILLIAN DENNIS WADE	NA	286 BRUMMULEY RD	NA	MOORESVILLE	NC	28115-0000	1998 BAJA BAJA	737416	18.81	6282195
KING RONALD L & WF	KING BRENDA	2005 PLAZA AVE	NA	KANNAPOLIS	NC	28081-2362	2005 PLAZA AV	731375	12.93	306585000
KIRBY ANDREW BARRY JR	NA	PO BOX 256	NA	GOLD HILL	NC	28071-0256	2016 CAON PERMTAG AE56752	731783	1.25	306950000
KIRKPATRICK SCOTT HOLLAND	NA	3525 LENTZ RD	NA	CHINA GROVE	NC	28023-8661	2011 BETI AA68175	735735	1.01	6021227
KLAES JASON FREDERICK	NA	237 FIENT PINE DR	NA	BROWN SUMMIT	NC	27214	2007 HYUN ASE 25 ACCENT GLS	729516	26.00	6163048
KLUTTZ DARRYL TIMOTHY	NA	185 NAPIER RD	NA	CARTHAGE	NC	28327-8965	1986 REDMAN 00014 00070	730752	7.27	310216250
KLUTTZ EVAN WENDELL TRUSTEE	NA	PO BOX 954	NA	GRANITE QUARRY	NC	28072-0000	316 W BANK ST	737881	43.47	6338950
KNIPP LAW OFFICE PLLC	NA	8221 VILLAGE HARBOR DR	NA	CORNELIUS	NC	28031	1250 GLENN FAUST RD	735093	953.86	6339224
KNIPP LAW OFFICE, PLLC	NA	8221 VILLAGE HARBOR DR	NA	CORNELIUS	NC	28031	1012 SCALES ST	732029	11.17	6342516
KNOX-CORDERO YOLANDA G TRUSTEE	NA	4463 CENTRAL AV	NA	CHARLOTTE	NC	28205-0000	324 W HARRISON ST	731455	12.88	6341997
KRIMMINGER ANNIE F &HUS	KRIMMINGER ROBERT L	1775 S MAIN ST	NA	CHINA GROVE	NC	28023-8632	1775 S MAIN ST	729579	8.41	31177
KTOWN	NA	5642 BRANTHURST DR	NA	CHARLOTTE	NC	28269	911 N CHURCH ST	730459	1.72	6156465
KTOWN	NA	5642 BRANTHURST DR	NA	CHARLOTTE	NC	28269-5130	714 N CHAPEL ST	730455	3.17	6099914
KTOWN	NA	5642 BRANTHURST DR	NA	CHARLOTTE	NC	28269-5130	8018 LONGBRIAR DR	730452	3.42	6099914
KTOWN	NA	5642 BRANTHURST DR	NA	CHARLOTTE	NC	28269-5130	106 W 12TH ST	730524	5.67	6156465
KTOWN	NA	5642 BRANTHURST DR	NA	CHARLOTTE	NC	28269-5130	713 E FRANKLIN ST	730518	6.19	6156465
KTOWN	NA	5642 BRANTHURST DR	NA	CHARLOTTE	NC	28269-5140	610 E CEMETERY ST	730520	7.79	6156465
LADSON JAMES F	NA	904 RICHARD ST	NA	SALISBURY	NC	28144	904 RICHARD ST	736377	1.27	6282053
LAING STEVEN ALLAN	NA	1560 LONDON RD	NA	MOORESVILLE	NC	28115-0000	1560 LONDON RD	730544	16.00	6138285
LAMBERT DENNIS J & WF	LAMBERT SUSANNE	PO BOX 5950	NA	CONCORD	NC	28027-1515	680 SHEPPARD PLANT RD	732536	1.04	2035
LANCASTER TROTTER & POE PLLC	NA	4430 PARK ROAD	NA	CHARLOTTE	NC	28209	790 SHANNON DR	735624	656.83	6299304
LANEY CHARLES WAYNE JR	NA	6460 ENOCHVILLE CIR	NA	KANNAPOLIS	NC	28081	1972 UNKNOWN 00012 00060	734612	1.91	6036079
LANGFORD WILLIAM C & WF	LANGFORD DELFHA	124 E HALL ST	PO BOX 295	EAST SPENCER	NC	28039-0295	110 HALL ST	732923	12.80	318960000
LARRY HESS & ASSOC INC	NA	PO BOX 1615	NA	SALISBURY	NC	28145-1615	2014 HOLM MLT YR TAG AC45239	737830	63.14	23616
LAW OFFICE OF RICHARD R FOUST	REAL ESTATE TRUST ACCOUNT	204 MURIS CHAPEL RD STE 102	NA	GREENSBORO	NC	27410	7645 BRINGLE FERRY RD	731197	566.89	187385000
LEFLER MARY FRANCES	NA	7995 WRIGHT RD	NA	KANNAPOLIS	NC	28081-8952	7995 WRIGHT RD	731783	1.40	33830
LENOIR RHINE UNIVERSITY	NA	BOX 7546	NA	HICKORY	NC	28603-0000	WINFIELD ST	730826	2.23	6337098
LERETA LLC	ATTN: REFUND DEPARTMENT	PO BOX 810490	NA	DALLAS	TX	75381	865 GRAHAM LOOP RD	729537	247.47	6016863
LEWIS DONALD RAY	LEWIS HELEN A	1910 TROUTMAN HILL RD	NA	KANNAPOLIS	NC	28083-9072	1908 TROUTMAN HILL RD	737182	9.68	32765000001
LINEAR SETTLEMENT SERVICES LLC	NA	127 JOHN CLARKE ROAD	NA	MIDDLETOWN	RI	02842	411 W DAVIS ST	735324	1,487.49	6257555
LINGLE JOHNNY G	NA	2235 SHERRILLS FORD RD	NA	SALISBURY	NC	28147-0000	SHERRILLS FORD RD	732212	1.08	6315212
LINK KEVIN C	GINN AND LINK- 768 047	1 BUFFALO AVE NW STE 3305	NA	CONCORD	NC	28025	5904 MOORESVILLE RD	737287	13.18	36468750003
LITTLE BRYAN	NA	391 AUTUMNLIGHT DR	NA	SALISBURY	NC	28147-0000	391 AUTUMNLIGHT DR	731253	22.07	6300768

LITTLE ICHABOD M JR	LITTLE ELIZABETH	929 MOCKSVILLE AVE	NA	SALISBURY	NC	28144-2411	929 MOCKSVILLE AV	733027	29.51	335040000
LIVENGODD SHEILA M	NA	1540 W RIDGE RD	NA	SALISBURY	NC	28147-8768	1540 W RIDGE RD	734720	4.84	335885000
LOANCARE	NA	P O BOX 8068	NA	VIRGINIA BEACH	VA	23450-4968	308 CEDAR BROOK DR	730652	39.12	14315
LOMAX CARL LYNN & WF	LOMAX DAPHNE P	109 ROMANY LN	NA	MOORESVILLE	NC	28117-4353	SCERCY RD	731348	287.70	22430
LOMAX DONALD JR	NA	2515 SAINT MARYS ST	NA	RALEIGH	NC	27609-7647	285 POTNECK RD	735161	20.21	6339251
LONG ELIZABETH S	NA	225 SWEET GUM LN	NA	SALISBURY	NC	28146-0000	225 SWEET GUM LN	734156	1.42	6339075
LONG MICHAEL & WF	LONG TAMARA	280 OAK DR	NA	SALISBURY	NC	28144-9036	280 OAK DR	738218	6.75	6193146
LOPEZ ANDRES BERMUDEZ	NA	365 KNIGHT FARM RD	NA	CHINA GROVE	NC	28023	1996 OAKWOOD 00014 00066	736156	2.78	6185377
LOWE DANIEL LAYTON	NA	206 TAYLOR FRK RD	NA	TURKEY CREEK	KY	41514-7803	302 MOYLE AV	734614	5.67	6130885
LOWE PROPERTY HOLDINGS LLC	NA	4155 STATESVILLE BLVD	NA	SALISBURY	NC	28147-7460	4155 STATESVILLE BLVD	729671	120.59	6277381
LOWERY JOYCE D	NA	1508 MOOSE RD	NA	KANNAPOLIS	NC	28083-2806	1508 MOOSE RD	729583	11.08	342277500
LOWMAN LINDA R	LOWMAN GERNAL A	2320 AGNER ROAD	NA	SALISBURY	NC	28146-9051	POOLE RD	733288	6.02	6245860
LUDWICK ROBERT SCOTT & WF	LUDWICK DIANNE T	2602 MCGILL ST	NA	KANNAPOLIS	NC	28081-9149	2602 MCGILL ST	736674	2.32	6187561
MACK ARTHUR F & WF	MACK JAN	1190 LARCH PL	NA	WATERFORD	MI	48328-3913	2602 STOKES FERRY RD	731785	15.54	6024245
MANION TRISHA B &	BENTLEY EDWARD T	1130 SHUE RD	NA	CHINA GROVE	NC	28023-7428	1130 SHUE RD	733401	6.75	6271059
MARLOWE RICHARD D & WF	MARLOWE ROBIN H	272 BLACKBERRY TRL	NA	CONCORD	NC	28027-8603	1280 WINDING BROOK LN	729634	1.61	6172011
MATLOCK MARTY DALE	NA	1810 LINDA AVE	NA	KANNAPOLIS	NC	28081	1990 FORD	737837	51.28	32860
MAXIM HEALTHCARE SERVICES INC	ATTN TAX DEPT	7227 LEE DEFOREST DR	NA	COLUMBIA	MD	21046-3236	CLASS SP ASM# 000	733401	7.43	6270956
MCDANIEL KATHERYN	NA	PO BOX 512	NA	COOLEEMEE	NC	27014-0512	1970 00012 00060	732322	2.00	33865
MCDOWELL FAMILY LTD PRTNERSHIP	NA	2473 FALLING OAK RD	NA	ASHEBORO	NC	27205-0000	17750 STOKES FERRY RD	735457	5.73	6333877
MCGALLIARD ROBERT TONY	NA	710 KIMBALL RD	NA	CHINA GROVE	NC	28023-7539	2007 EZLO PERMTAG AC29406	729730	2.64	6037127
MCGALLIARD ROBERT TONY	MCGALLIARD SANDRA KAY	710 KIMBALL RD	NA	CHINA GROVE	NC	28023-7539	710 KIMBALL RD	729726	247.61	363115000
MCGALLIARD ROBERT TONY & WF	MCGALLIARD SANDRA KAY	710 KIMBALL RD	NA	CHINA GROVE	NC	28023-7539	195 MARTIN FARM RD	729729	86.65	363115000
MCGALLIARD ROBERT TONY & WF	MCGALLIARD SANDRA KAY	710 KIMBALL RD	NA	CHINA GROVE	NC	28023-7539	2004 SMOKER CRAFT	729728	16.67	363115000
MCGINNIS GARY ELDENE & WF	MCGINNIS VICKIE LITTLE	380 HOMER CORRIHER RD	NA	CHINA GROVE	NC	28023-8585	HOMER CORRIHER RD	730752	9.58	363558500
MCILWAINE ALTA MAE	NA	5754 OLVERA AVE	NA	SAN DIEGO	CA	92114-5430	429 BAXX DR	731786	1.72	6071816
HENSLEY JIMMY L	HENSLEY PAMELA M	NA	1470 CHAFFIN RD	WOODLEAF	NC	27054-9548	MT VERNON RD	732551	8.52	6162832
MCIVER FARMS LLC	C/O IGRI MANAGEMENT SERVICES	5475 DYER AVE	SUITE 141	MARION	IO	52302	WHITE RD	731829	34.90	6334689
MCKINNEY CHRIS HOSLEY	NA	PO BOX 98	NA	GRANITE QUARRY	NC	28072-0098	N SALISBURY AV	729625	26.13	6095609
MCKINNEY PIMPLETON HOSLEY	NA	PO BOX 474	NA	GRANITE QUARRY	NC	28072-0474	2007 ROK PERMTAG	729589	77.79	365650000
MCNEELY MICHAEL L & WF	MCNEELY LINDA K	620 NED MARSH RD	NA	SALISBURY	NC	28146-1249	620 NED MARSH RD	736633	7.72	367760000
MCQUEEN IRA	NA	210 CENTRAL HEIGHTS DR SW	NA	CONCORD	NC	28025-9268	EMANUEL CHURCH RD	732656	64.74	12275
MCWATERS CORA E TRUSTEE	NA	PO BOX 5	NA	LANDIS	NC	28088-0005	1165 MT MORIAH CHURCH RD	729589	4.19	368415000
MEARES DOROTHY C	NA	115 DEER TRACK RD	NA	ROCKWELL	NC	28138-7594	EARNHARDT RD	738052	1.79	6177445
MENJIVAR DUGLAS JOEL	NA	2202 AIRPORT RD	NA	SALISBURY	NC	28147-9207	2015 CAON	733148	1.51	6253575
MENTUS CHARLES L & WF	MENTUS MARGARET A	100 SWAIM CT	NA	SALISBURY	NC	28147-0000	100 SWAIM CT	738225	13.33	6330854
MILAM KELLIE M	NA	6845 N TURNER DR	NA	KANNAPOLIS	NC	28081-8105	1988 UNKNOWNWN 00014 00076	729625	2.20	6088245
MILLER DAVID A	NA	109 SMITH ST	NA	CLEVELAND	NC	27013	109 SMITH ST	734267	670.05	6236512
MILLER DAVID SEAMAN & WF	MILLER SHELBY ROSS	315 SPRING GARDEN AVE	NA	KANNAPOLIS	NC	28081-9167	315 SPRING GARDEN AV	738009	2.13	374831000
MILLER ELIZABETH BECK	NA	2210 OLD CONCORD RD	NA	SALISBURY	NC	28146-1330	2210 OLD CONCORD RD	732208	4.87	6236999
MILLER LEE ROY & WF	MILLER THARON	1186 UNION ST S	NA	CONCORD	NC	28025-5819	404 E 22ND ST	734609	8.51	378228000
MILLER SAMUEL C & WF	MILLER MARGARET D	860 BROWN ACRES RD	NA	SALISBURY	NC	28146-2291	860 BROWN ACRES RD	733356	11.12	379330000
MILLER SAMUEL CLARK & WF	MILLER MARGARET DRYE	860 BROWN ACRES RD	NA	SALISBURY	NC	28146-2291	110 STONE HAVEN CT	733364	3.20	6071662
MILLER SHIRLEY SILVER	NA	420 GAITHER DR	NA	SALISBURY	NC	28146-1285	420 GAITHER DR	735542	17.56	6128560
MILLS CYNTHIA C	NA	240 LAKESHORE DR	NA	SALISBURY	NC	28146	240 LAKESHORE DR	734759	7.71	6338546
MITCHELL FRED A JR	NA	1002 BRYCE AVE	NA	SALISBURY	NC	28144-3806	1539 W HORAH ST	736637	26.54	38369500001
MJR RENTALS LLC	NA	2000 GREENWAY AVE APT 2A	NA	CHARLOTTE	NC	28204-4313	521 W 8TH ST	736483	752.44	6277539
MOBLEY DENNIS LYLE & WF	MOBLEY SUSAN THOMPSON	12985 STOKES FERRY RD	NA	GOLD HILL	NC	28071-7634	STOKES FERRY RD	729629	1.15	6138749
MODERN EYE CARE OF SALIS OD PA	NA	2572 MCGINNIS PL NW	NA	CONCORD	NC	28027-6550	CLASS SP ASM# 000	733850	8.88	6294540
MODLIN EMILY	NA	225 WALDEN LN	NA	SALISBURY	NC	28146-0000	225 WALDEN LN	732163	12.10	6197921
MORENO SAMUEL JIJON	NA	704 BARONS RIDGE RD C1	NA	KANNAPOLIS	NC	28081-2283	2000 HOME PERMTAG AD59321	734619	2.20	6229572
MORGAN DORIS H	%BECKY ORTIZ	12607 OLD COUNTRY LN	NA	MIDLOTHIAN	VA	23114-0000	ST MATTHEWS CHURCH RD	729591	3.97	391770000
MORRIS WINSLOW OLIVER JR & WF	MORRIS BRENDA KAY	7512 MOORESVILLE RD	NA	SALISBURY	NC	28147-7681	7512 MOORESVILLE RD	737815	8.26	6254052
MORTGAGE CONNECT, LP	MORTGAGE CONNECT LP IOLTA	260 AIRSIDE DRIVE	NA	MOON TOWNSHIP	PA	15108	2270 MILLER RD	730173	955.97	6164883
MOSS DANIEL J & WF	MOSS SHAREE E	7481 PRESCOTT LN	NA	LAKE WORTH	FL	33467-0000	HINSDALE AV	737428	2.58	6334917
MURPH LEONA	NA	286 RIVERSIDE DR	NA	PORT REPUBLIC	NJ	08241-0000	2226 KENWOOD DR	730247	3.08	400655000
MURPHY GEORGIA S	NA	8445 CABIN HILL RD	NA	TALLAHASSEE	FL	32311-0000	JOHN RAINEY RD	730285	1.02	6337689
MYERS JEFFREY EUGENE	NA	215 WOODSMANS LN	NA	MOORESVILLE	NC	28115-8307	215 WOODSMAN LN	734614	7.44	6124289
MYERS-CAMPBELL SHARON	NA	1725 STATESVILLE BLVD	NA	SALISBURY	NC	28144	1725 STATESVILLE BLVD	737940	13.52	6335440
NANCE & OVERBEY PLLC	NA	214 E INNES ST	NA	SALISBURY	NC	28144	328 CROWELL LN	726490	146.19	6263156
NANCE & OVERBEY PLLC	NA	214 E INNES ST	NA	SALISBURY	NC	28144	235 N BEAVER ST	726494	25.70	6281965
NATIONWIDE MUTUAL INSURANCE	NA	1 W NATIONWIDE BLVD #1-04-701	NA	COLUMBUS	OH	43215-2752	SECT SCH US CLASS CE ASM# 00	729832	10.40	6328083C
NGUYEN TUONGYUAN THI	HI NAILS	PO BOX 363	NA	GRANITE QUARRY	NC	28072-0363	CLASS SP ASM# 000	729891	13.99	6249218
NORMAN JOHN WESLEY	NORMAN SARAH JENKINS	1102 BRYCE AVE	NA	SALISBURY	NC	28144-3808	1102 BRYCE AV	735426	886.71	6131089

NORTON MARGARET	NA	2205 WOODLEAF RD	NA	SALISBURY	NC	28147	107 MILFORD HILLS RD	731376	104.02	316710000
NUCO2 SUPPLY LLC	NA	2800 SE MARKET PL	NA	STUART	FL	34997	SECT SCH B25 CLASS EQ ASM# 00	729309	2.26	6310705
O'CHARLEY'S LLC 396	AMERICAN BLUERIBBON HOLD LLC	3038 SIDCO DR	NA	NASHVILLE	TN	37204	SECT C SCH 100 CLASS PS ASM# 00	733485	1.62	6329274
OCHOA SUYAPA	NA	721 LATHROP ST	NA	NAPA	CA	94558-0000	1500 PARKVIEW CIR	737881	14.53	6341250
ODALYS BAKERY INC	% DE LA TORRE DEGOBERTO	9832 DRAWBRIDGE DR	NA	CHARLOTTE	NC	28215-7541	SECT SCH D10 CLASS EQ ASM# 00	737417	8.41	6304487
ODOM RICHARD RAY	NA	101 W 16TH ST	NA	KANNAPOLIS	NC	28081-2831	785 UNION CHURCH RD	729629	1.71	6117063
ON SITE PROJECT MANAGEMENT INC	% JOHN CARR SR	120 DOGWOOD DR	NA	CHINA GROVE	NC	28023-9778	CLASS SP ASM# 000	728514	2.07	6110219A
ONE FIFTEEN FISHER LLC	NA	115 W FISHER ST	NA	SALISBURY	NC	28144-0000	115 W FISHER ST	733077	1.02	6320725
OWEN BRUCE W & WF	OWEN DEBORAH C	2460 OVERVIEW RD	NA	SALISBURY	NC	28147-7697	2008 TRST PERM TAG AZ81068	729582	8.28	31387
P & J TIRE & TRUCKING CO INC	NA	740 CHOATE RD	NA	SALISBURY	NC	28146-3211	CLASS SP ASM# 000	728687	1.49	56791650001
P M G RESEARCH INC	PMG RESEARCH OF SALISBURY LLC	4505 COUNTRY CLUB RD STE 110	NA	WINSTON SALEM	NC	27104	CLASS SP ASM# 000	732680	7.52	6303143
PACILLAS JOHN ROBERT	NA	10120 NC HIGHWAY 801	NA	MOUNT ULLA	NC	28125-8634	CLASS SP ASM# 000	729248	1.32	6199456A
PAGE CYNTHIA JOAN &	CLINE PATTI PAGE TRUSTEES	106 PAGE FARM RD	NA	CLEVELAND	NC	27013-0000	COOL SPRINGS RD	731450	1.38	6326482
PARKER PAULETTA R	NA	135 FOX RUN DR	NA	WILKESBORO	NC	28697-8546	1835 HOLLYWOOD DR	738037	157.81	422120000
PARRISH DARRELL JR	PUGH JAN	109 PENNY RD APT 144 W	NA	HIGH POINT	NC	27260-2527	MOLASSES MILL RD	732553	5.18	6267349
PARYMAT LLC	NA	507 RIVERSIDE DR	NA	MORGANTON	NC	28655-3726	WILKINSON RD	729063	4.56	6297887
PATTERSON LEONARD RAY	NA	3460 PATTERSON RD	NA	CHINA GROVE	NC	28023-7735	PATTERSON RD	735784	12.99	6036310
PECK MARGARET H	% ERNEST HOLLAND	1518 WILSON W LEE BLVD	NA	STATESVILLE	NC	28677-0000	1640 BRISON RD	736859	1.18	426855000
PEELER TED DANNY & WF	PEELER SHIRLEY K	PO BOX 108	NA	FAITH	NC	28041-0108	435 YATES RD	737025	5.83	430180000
PEER L PLAUT	NA	8262 BALLARD RD	NA	COLFAX	NC	27235-9710	WYATT GROVE CHURCH RD	730981	8.76	6304465
PEREZ DANIEL	NA	109 LAKEWOOD DR	NA	KANNAPOLIS	NC	28081-9372	2015 ARI PERMTAG AD27172	733402	2.57	6275255
PERLOTTE EVELYN	CRAWFORD SHELIA	17234133 AVE APT 2E	NA	JAMICA	NY	11434-0000	432 GRANT ST	736136	2.99	6066645
PHELPS FRANK	NA	350 SHADY GROVE CHURCH RD	NA	MOUNT ULLA	NC	28125-8659	350 SHADY GROVE CHURCH RD	730997	2.52	6199518
PHILLIPS DAVID P	NA	225 WOOD RIDGE DR	NA	MOORESVILLE	NC	28115	PET FEE ASSESSMENT	731465	2.21	700692
PHILLIPS RICKY DALE T/A	PHILLIPS REF & APPLIANCE SERV	817 CORRIHER ST	NA	KANNAPOLIS	NC	28081-9552	CLASS SP ASM# 000	730436	4.70	43713200001
PIEDMONT GARDEN SUPPLY INC	NA	280 FURNITURE DR	NA	SALISBURY	NC	28147-9326	CLASS SP ASM# 000	728763	7.42	14471
PLOTT GROVER WILSON JR	NA	311 HICKORY WOOD DR	NA	KANNAPOLIS	NC	28083-9196	1999 UNIV PERMTAG AZ76604	729138	1.05	33874
POSH SALON & NAIL BAR INC	ATTN TERESA MILLER	424 US 29 HWY N	NA	CHINA GROVE	NC	28023	CLASS SP ASM# 000	737428	2.40	6331724
POWELL KATHY	NA	120 BOXWOOD CT	NA	KANNAPOLIS	NC	28081-1004	1973 EAGLE 00012 00070	732652	5.08	6102293
POWERS WILLIAM CRAIG	NA	3 BEAUREGARD DR	NA	SPENCER	NC	28159	2014 YAMAHA O/B	733442	5.52	700327
PRATER JONATHAN SCOTT & WF	PRATER STACEY L	PO BOX 426	NA	FAITH	NC	28041-0426	1230 FAITH MOUNTAIN TRL	736475	12.92	6173814
PRIMITIVE HOLDINGS LLC	NA	200 SCHOOL ST	NA	CLEVELAND	NC	27013-0000	1010 CEDAR VILLAGE TRL	729688	3.13	6331035
PRO TINT INC	NA	1098 N CANNON BLVD	NA	KANNAPOLIS	NC	28083-2915	CLASS SP ASM# 000	735388	1.76	11791
PUGH LARRY SCOTT	NA	215 BARN VIEW LN	NA	WOODLEAF	NC	27054-9753	1996 SUNBIRD	729674	122.94	6290550
PUNTCH GLADYS S & HUS	PUNTCH JOHN R	2102 BERTHA ST	NA	KANNAPOLIS	NC	28083-3024	2102 BERTHA ST	732195	14.30	6066887
PURVIS SHIRLEY ANN &	PURVIS PHILLIP RAYMOND	513 5TH ST	NA	SPENCER	NC	28159-2133	513 5TH ST	736162	1.00	6262980
QUEEN CITY TREATMENT T/A	ROWAN TREATMENT ASSOCIATES	PO BOX 1949	NA	SALISBURY	NC	28145-1949	SECT SCH US CLASS CE ASM# 00	729017	1.20	6215878
R & D FLIGHT SERVICES LLC	AIRPLANE LISTING	ATTN SEAN IAN MALONE	611 MOCKSVILLE AVE	SALISBURY	NC	28144-2705	1972 CESSNA T210L	728669	16.59	6308870
RAFFERTY MARTIN A & WF	RAFFERTY MARIA T	255 SPICEWOOD LN	NA	SALISBURY	NC	28147-8898	SPICEWOOD LN	730247	18.44	451744000
RAGAN TIRE & RETREAD CO T/A	R D H TIRE & RETREADING CO	PO BOX 187	NA	CLEVELAND	NC	27013-0187	2012 KAUF MLT YR TAG AB53365	730778	29.17	5693
RANKIN CYNTHIA MCCOY	NA	PO BOX 654	NA	MOUNT ULLA	NC	28125-0654	1275 RELATIVE RD	736139	2.92	10765
REDDICK WILLIE MAE	NA	1409 W BANK ST	NA	SALISBURY	NC	28144-3911	303 HILL ST	732544	1.61	6034189
REGISTER FREDERICK EDWIN & WF	REGISTER PATRICIA	1113 REGISTER RD	NA	CHINA GROVE	NC	28023-6409	1983 OAKWOOD 00014 00070	732660	43.46	458101000
REIST GUY M	REIST BRENDA	711 FAITH ROAD	NA	SALISBURY	NC	28146	2011 CAON C/V AA77492	729204	6.49	19634
REYES JORGE	NA	225 EL CAMINO DR	NA	SALISBURY	NC	28146-0000	507 VANCE AV	729698	8.71	6340503
REYNOLDS WILLIAM T	NA	7940 SANDERLING RD	NA	SARASOTA	FL	34242-0000	HENDERSON GROVE CHURCH RD	734649	2.00	6307415
RHONDA MORROW	NA	716 WELDON LANE	NA	SALISBURY	NC	28146	221 HILL ST	731872	3.10	6138651
RHR HEATING & COOLING INC	NA	PO BOX 365	NA	CHINA GROVE	NC	28023-0365	CLASS SP ASM# 000	736516	23.03	6317895
RIDDICK JEFFREY	NA	22489 E DAVIES DR	NA	AURORA	CO	80016-6162	1220 FLAT ROCK RD	735126	2.06	6286970
RIDENHOUR GLENN EDWARD	NA	1915 CRESCENT RD	NA	SALISBURY	NC	28146-8999	1969 UNKNOWN 00012 00060	731379	2.49	46294000001
RIDENHOUR HOYLE VERNON & WF	RIDENHOUR RUTH C	2055 GOODSON RD	NA	SALISBURY	NC	28147-8405	2055 GOODSON RD	731783	2.60	463020000
RIDENHOUR RICKLEY L	RIDENHOUR BRENDA	5095 FAITH RD	NA	SALISBURY	NC	28146-8502	1995 DODGE	730290	6.68	463432000
ROBERT FORQUER PLLC	NC IOLTA TRUST ACCOUNT	420 EAST 15TH ST, 2ND FL	NA	CHARLOTTE	NC	28206	150 BETHAVEN DR	730182	612.91	6335467
ROBERT GRAHAM INC	ATTN ROBERT DEAN GRAHAM	1485 CENTENARY CHURCH RD	NA	MOUNT ULLA	NC	28125-8721	2008 KAUF MLT YR TAG AA82656	732212	1.49	631398801
ROBERTSON JOHN J	ROBERTSON ROSALYN G	5321 POTOSI CT	NA	PENSACOLA	FL	32504-8481	CHENAUT RD	731783	4.08	469240000
RODRIGUEZ FRANCISCA AVILA	NA	786 BRYAN RD	NA	SUNSET	TX	76270-6414	307 BLUEFIELD DR	733752	32.56	6206958
RODRIGUEZ FRANCISCA AVILA	NA	786 BRYAN RD	NA	SUNSET	TX	76270-6414	1982 UNKNOWN 00014 00060	733746	8.24	6206958
RODRIGUEZ MARIA ROSALIA	NA	1029 N TITAN DR	NA	SALISBURY	NC	28147-0000	1029 N TITAN DR	736138	3.57	6339236
ROGERS CLAUDE L JR	ROGERS CONNIE W	565 REDMON RD	NA	CLEVELAND	NC	27013-8063	565 REDMON RD	729591	4.13	471850000
ROGERS REBECCA COSTNER	NA	210 ROGER DR	NA	SALISBURY	NC	28147-8876	2016 CAON PERM TAG AE67955	733669	9.59	6187093
RONALD W JONES	NA	81 TARRYMORE LN SW	NA	CONCORD	NC	28027	MASON HILL DR	734090	2.41	6290171
ROSA LINDA	NA	2421 SIDES RD	NA	ROCKWELL	NC	28138-0000	STONE RIDGE DR	737844	4.20	6098522
ROSEMAN ALDEN LEE	NA	220 BERNHARDT RD	NA	SALISBURY	NC	28147-0000	353 QUAIL POINTE DR	733441	5.58	6342480
ROSS MICHAEL L	NA	3445 BRINGLE FERRY RD	NA	SALISBURY	NC	28146-9249	1967 PONT FIRE-B	729593	2.52	475655900

ROTHROCK ARNOLD GENE	ROTHROCK SAMUEL T	715 SE 25TH ST	NA	OKEECHOBEE	FL	34974-3212	ROTHROCK RD	733356	1.51	475845000
ROUSE PATRICK C	NA	1845 N US HIGHWAY 29	NA	SALISBURY	NC	28144-7706	2010 N US 29 HWY	737919	17.33	6306898
ROWAN CUSTOM CABINETS INC	NA	1740 MILLER RD	NA	CHINA GROVE	NC	28023-9350	CLASS SP ASM# 000	730077	5.03	6229712
ROWAN INTERNATIONAL CHURCH	NA	1709 N LEE ST	NA	SALISBURY	NC	28144	1701 N LEE ST	731284	1.92	6266499
ROWAN-CABARRUS COMM COLLEGE	FOUNDATION INC	1333 JAKE ALEXANDER BLVD	NA	SALISBURY	NC	28144-0000	OLD CONCORD RD	735460	5.52	6337828
ROWAN-SALISBURY SCHOOL SYSTEM	LOCAL FUND	PO BOX 2349	NA	SALISBURY	NC	28145-2349	ELM ST	734857	18.36	6113867
ROWELL GARRY WADE	NA	340 WILLOW OAKS DR	NA	CHINA GROVE	NC	28023-6580	340 WILLOW OAKS DR	729629	4.77	6117395
RT MASONRY INC	NA	615 TREXLER LOOP	NA	SALISBURY	NC	28144	2014 PJTM MLT YR TAG ACS9310	730390	8.63	6189287A
RUMPLE MAUDE MENIUS	NA	916 LAURA AVE	NA	KANNAPOLIS	NC	28083-3020	6500 DENNY RUMPLE RD	735433	354.99	6177594
RUSSELL LORENE	NA	P O BOX 386	NA	LANDIS	NC	28088	PARTEE DR	732347	1.55	423470000
RUSSELL MARIAN I	NA	2190 MADISON AVE APT 8B	NA	NEW YORK	NY	100372232	HOLLYWOOD DR	734707	51.02	475770000
S & S ENTERPRISES	NA	PO BOX 3344	NA	HICKORY	NC	28603-0000	401 CAROLINA BLVD	731783	14.27	481922850
SCHENK SHERRY BARBEE	NA	165 T MYERS MHP LOT 7	NA	WOODLEAF	NC	27054	1997 LIBERTY 00014 00072	731536	1.20	6145677
SCRIP JAMES W	SCRIP ARVILLA M	3865 STOKES FERRY RD	NA	SALISBURY	NC	28146-7250	3865 STOKES FERRY RD	731563	8.65	6138805
SELF BENNIE ISAAC	NA	802 CROWN POINT DR	NA	SALISBURY	NC	28146-5814	802 CROWN POINT DR	729802	608.19	6332506
SHARONVIEW FEDERAL CREDIT UNIO	NA	1081 RED VENTURES DRIVE	NA	FORT MILL	SC	29707	1036 TWIN CHAPEL DR	731873	638.81	6015269
SHARONVIEW FEDERAL CREDIT UNIO	NA	1081 RED VENTURES DRIVE	NA	FORT MILL	SC	29707	618 SAWTOOTH OAK DR	733336	1,921.89	6177857
SHAVER DONNELL	NA	1145 JOEL ST	NA	CHINA GROVE	NC	28023-0000	1145 JOEL ST	733837	9.46	6324507
SHEPHERD EULA L	NA	48 OAK RIDGE CIRCLE	NA	LAKE PLACID	FL	33852	380 RICHFIELD RD	729530	331.33	498462500
SHIFFLETT SUSAN CARTER	NA	161 SHELTER COVE WAY APT 101	NA	CARROLLTON	VA	23314-4172	GOLDFISH RD	734699	2.26	6342043
SHINN JAMES L & WF	SHINN TERESA BRADY	254 LINKER RD	NA	ROCKWELL	NC	28138-9728	254 LINKER RD	736030	5.98	6146867
SHIVE JONATHAN LYNN T/A	SOUTHERN ROOTS LANDSCAPING &DE	380 CHEVY AVE	NA	SALISBURY	NC	28146-8729	2005 UNKNOWN TRL NONE	734715	1.36	6250220A
SHUPING DOUGLAS TODD & WF	SHUPING LISA SPRINKLE	129 FAIRHAVEN DR	NA	SALISBURY	NC	28146-7441	129 FAIRHAVEN DR	729604	10.60	6003484
SHUPING REX Z	NA	1725 E RIDGE RD	NA	SALISBURY	NC	28144-1272	E RIDGE RD	735847	9.09	505764250
SIDES TOMMY LYNN	NA	6225 HIGHWAY 152 E	NA	ROCKWELL	NC	28138-8868	PLAYGROUND LN	737844	4.01	6027792
SIMPSON MARK STEPHEN &WF	SIMPSON LISA COOK	313 ROSS ST	NA	CHINA GROVE	NC	28023-2137	W KETCHIE ST	737844	1.86	6088178
SINK, BRIAN G	NA	102 BEECHWOOD DR	NA	SALISBURY	NC	28147	SECT SCH U10 CLASS EQ ASM# 00	731678	129.46	6526A
SLOAN CHARLES EDWIN	NA	2735 NC 152 W	NA	CHINA GROVE	NC	28023-5786	FLAT ROCK RD	729986	7.90	6124185
SLOOP FAMILY LLC	NA	% KEVIN SLOOP	406 JASLIE DR	CARY	NC	27518-0000	631 E KETCHIE ST	738212	21.89	514055000
SLOOP FAMILY LLC	% KEVIN SLOOP	406 JASLIE DR	NA	CARY	NC	27518-0000	BRIGGS RD	738244	18.58	6236248
SLOOP FAMILY LLC	% KEVIN SLOOP	406 JASLIE DR	NA	CARY	NC	27518-0000	BOB WHITE RUN	738221	18.97	6236248
SLOOP GEORGE KALE	NA	509 TONY'S LN	NA	SALISBURY	NC	28146	2012 HALT PERM TAG A873894	729731	14.36	513615000
SMITH BENNY LEE	NA	3735 LONG FERRY RD	NA	SALISBURY	NC	28146-8462	1991 UNKNOWN 00014 00056	732859	1.05	14846
SMITH DAVID J. & WF	SMITH CHESSIE S	229 BOXWOOD CHURCH RD	NA	MOCKSVILLE	NC	27028-6667	670 CATFISH RD	729026	1,645.61	6241565
SMITH MABETH V	NA	120 HAMPTON CIR	NA	SALISBURY	NC	28144-7950	120 HAMPTON CIR	731781	6.91	10625
SMITH MARTY LANE	NA	1320 ZION CHURCH RD	NA	GOLD HILL	NC	28071-7659	1320 ZION CHURCH RD	737394	9.16	6120994
SMITH STEPHEN J & WF	SMITH DEIRDRE PARKER	208 S ROWAN AVE	NA	SPENCER	NC	28159-2355	208 S ROWAN AV	729565	14.76	15000
SMITH WILL RANDALL	NA	7412 BROADLEAF DR	NA	CONCORD	NC	28027-9700	RICHFIELD RD	731407	8.24	6141276
SMITH WILLIAM HENRY & WF	SMITH PATRICIA B	635 BERNHARDT RD	NA	SALISBURY	NC	28147-0000	BERNHARDT RD	728951	1.61	523260000
SMYRE MARY LOUISE &	SMYRE BETTY R	107 SCOTT RD	NA	SALISBURY	NC	28146-7849	107 SCOTT RD	736151	2.73	29220
SOETH MARK M &	SOETH JOAN E TRUSTEES	227 W MONROE ST	NA	SALISBURY	NC	28144-0000	227 W MONROE ST	730285	28.01	6335573
SOMERSET CAPITAL GROUP LTD	NA	612 WHEELERS FARM RD	NA	MILFORD	CT	06461-1673	SECT C SCH 100 CLASS PS ASM# 00	735648	5.46	6302189
SORROW LINDA R	NA	411 N BEAVER ST	NA	LANDIS	NC	28088-1104	9062 SORROW FARM RD	729601	3.37	526095000
SORROW LINDA R	NA	411 N BEAVER ST	NA	LANDIS	NC	28088-1104	403 N BEAVER ST	729601	87.76	52609500001
SPARGER GORDON KELLY &WF	SPARGER DEBRA G	185 WILLOW DR	NA	SALISBURY	NC	28146-9376	185 WILLOW DR	731383	10.70	6067936
SPARROW CARE MANAGEMENT LLC	NA	2030 STONEY CREEK DR NW	NA	CONCORD	NC	28027-0000	111 S SALISBURY AV	737645	82.94	6333163
STARNES HENRY WILLIAMS	FARM EQUIPMENT	1720 DEAL RD	NA	MOORESVILLE	NC	28115-7353	SECT SCH U10 CLASS EQ ASM# 00	729601	101.74	59131000001
STARNES HENRY WILLIAMS	FARM EQUIPMENT	1720 DEAL RD	NA	MOORESVILLE	NC	28115-7353	CLASS SP ASM# 000	728668	304.98	59131000001
STEELE MARY MARGARET	NA	PO BOX 386	NA	WAKE FOREST	NC	27588-0386	11330 NC 801 HWY	733356	3.26	532672500
STEFFEN CAROLYN M	NA	444 CHESTER ST APT 419	NA	BIRMINGHAM	MI	48009-1474	HEWITT RD	728953	4.26	533367800
STEINAUER WILLIAM J & WF	STEINAUER PHYLLIS G	130 PEACH TREE LN	NA	SALISBURY	NC	28146-7461	130 PEACH TREE LN	735030	635.45	6029811
STEINER M FRANK	NA	PO BOX 333	NA	MOORESVILLE	NC	28115-0333	285 ERVIN FARM RD	738028	5.90	6253335
STEVENS DOUGLAS	NA	1610 HARRISON RD	NA	SALISBURY	NC	28147-9029	1610 HARRISON RD	735707	2.54	533707500
STIRLING DIANE	NA	328 BEATEN PATH RD	NA	MOORESVILLE	NC	28117-8980	670 KEPLER RD	731663	4.35	6274394
STOKES GRANT ALEXANDER	NA	1625 MILLER RD	NA	CHINA GROVE	NC	28023	2005 LOAM PERMTAG AD86926	731455	1.09	6338833
STOPPER LESLIE HANG TRAN	SALISBURY SALON & SPA	210 E INNES ST	NA	SALISURY	NC	28144	CLASS SP ASM# 000	737420	4.53	632239001
STOTTMAN HAROLD & WF	STOTTMAN SHIRLEY	520 MEADOW LN	NA	MOORESVILLE	NC	28115-7318	510 MEADOW LN	731671	32.52	539560000
STOVER ROBERT RAY	STOVER NANCY LEE	544 COOPER HOLLOW RD	NA	WINIFREDE	WV	25214-8018	1988 PALM HARBOR 00014 00080	735423	4.35	6113348
STRICKLAND KELLY W	NA	5211 IRISH POTATO RD	NA	KANNAPOLIS	NC	28083-9662	TREXLER ST	732827	65.85	8262
STUBBS LEURA WORLEY	NA	225 ORCHARD LN	NA	SALISBURY	NC	28146-8394	225 ORCHARD LN	730787	6.79	6046306
SUN LOGISTICS LLC	NA	13 STANLEY AVE	NA	THOMASVILLE	NC	27360	CLASS SP ASM# 000	731466	1.42	701349
SUNTRUST MORTGAGE	CORELOGIC INC	3001 HACKBERRY RD	NA	IRVING	TX	75063-0156	3241 OLD MOCKSVILLE RD	731065	6.35	481460000
SUTPHIN WILLIE SWEENEY	NA	1175 GETER RD	NA	WOODLEAF	NC	27054-0015	1175 GETER RD	732939	18.83	6248984
SWINGER JOHN DAVID & WF	SWINGER CHRYSAL LYNNE	811 ROTHMOOR DR NE	NA	CONCORD	NC	28025-2582	557 HICKORY WOOD DR	736876	1.83	6273914

TASTE OF CHINA OF CHINA GROVE	ATTN YU FENG ZHENG	110 HIGHWAY 29 S	NA	CHINA GROVE	NC	28023-2561	CLASS SP ASM# 000	738227	3.09	6338125
TAYLOR BENJAMIN FARABEE	NA	3813 DAUGHERTY RD	NA	CHINA GROVE	NC	28023-7410	2001 KARA	733378	1.22	6145225
TAYLOR JOHN, TAYLOR BEVERLY A	GRAVES EVELYN T	65 GORMLEY AVE	NA	ROOSEVELT	NY	11575-2416	AMITY HILL RD	730285	5.23	6338863
TEAM CAROLINAS INC	NA	102 S LINK AVE	NA	SALISBURY	NC	28144-2524	SECT SCH B10 CLASS EQ ASM# 00	737214	7.05	6151685
TEETER PERRY L	NA	715 SCENIC VALLEY RD	NA	GLADE VALLEY	NC	28627-9473	155 TEETER RD	737376	1.98	11107
THE HILLMAN GROUP INC	NA	8990 S KYRENE RD	NA	TEMPE	AZ	85284-2907	SECT SCH D10 CLASS EQ ASM# 00	729029	1.79	6275051
THE SHOAF LAW FIRM PA	NA	8414 FALLS OF NEUSE RD STE 104	NA	RALEIGH	NC	27615	2075 EMANUEL CHURCH RD	729918	16.72	162440000
THERECKA ARTURO & WF	THERECKA BERTA	350 CORRELL FARM RD	NA	SALISBURY	NC	28146-9121	350 CORRELL FARM RD	735494	11.69	6292030
THOMAS A VANCE TRUSTEE	NA	PO BOX 1507	NA	SALISBURY	NC	28145-1507	429 S ELLIS ST	731080	13.66	6269430
THOMAS CHRISTOPHER ALLYN	NA	222 SANDTRAP DR	NA	STATESVILLE	NC	28677-0000	801 BRINGLE FERRY RD	731455	12.42	6339296
THOMAS JANET P	NA	PO BOX 2041	NA	SHALLOTTE	NC	28459-2041	N MAIN ST	729005	3.24	6088407
THOMPSON KEMP & WF	THOMPSON HILDA C REV TRUST	39075 KEMP RD	NA	ALBEMARLE	NC	28001-7930	OLD FOUTZ FARM RD	730807	6.37	6265316
THONEN RUTH ELLEN	NA	428 WILEY AV	NA	SALISBURY	NC	28144-0000	428 WILEY AV	736066	7.30	6339586
THORNE BEVERLY	THORNE JEFFREY	4 BASS LANE	NA	LEBANON	NJ	08833	614 HAWKINTOWN RD	731688	5.74	6340184
TILLEY INDIA	NA	808 ASHWOOD ST	NA	KANNAPOLIS	NC	28081-5310	400 E 22ND ST	736359	2.50	6024388
TITLE SOURCE INC.-N CAROLINA	NA	662 WOODWARD AVE	NA	DETROIT	MI	48226	10080 COOL SPRINGS RD	729724	8.08	6175847
TITLE SOURCE INC-NC	NA	662 WOODWARD AVE	NA	DETROIT	MI	48226	4410 GOODMAN LAKE RD	730875	12.87	28735
TITLE SOURCE, INC.-N CAROLINA	NA	662 WOODWARD AVE	NA	DETROIT	MI	48226	230 KARRIMONT RD	732281	608.22	6117919
TITLE SOURCE, INC.-N CAROLINA	NA	662 WOODWARD AVE	NA	DETROIT	MI	48226	510 STEEPLECHASE TRL	732282	3,909.98	6337451
TORRENCE GILLIE O JR & WF	TORRENCE JOHNNIE	2760 GRUBB FERRY RD	NA	SALISBURY	NC	28144-1250	2760 GRUBB FERRY RD	732239	1.27	558045000
TOWER OF POWER UNITED HOLY	CHURCH OF AMERICA INC	601 E CEMETARY ST	NA	SALISBURY	NC	28144-4514	605 E CEMETERY ST	733134	6.30	6080657
TREXLER GLENDA CARTER	NA	5815 HUFFINE RIDGE DR	NA	GIBSONVILLE	NC	27249-9807	1987 CONNOR 00012 00060	733680	22.55	90507500
TREXLER KIMBERLY SUE	NA	198 TREX RD	NA	ROCKWELL	NC	28138-9643	140 TREX RD	729616	3.36	6051225
TRI-LIFT NC INC	NA	2905 MANUFACTURERS RD	NA	GREENSBORO	NC	27406	SECT SCH A10 CLASS EQ ASM# 00	733427	2.27	6339681
TRULL BOBBY G	BOBS TRUCK & AUTOMOTIVE REPAIR	183 ROMANS RD	NA	CHINA GROVE	NC	28023-6410	SECT SCH J10 CLASS EQ ASM# 00	731880	1.31	6177575A
TRULL BOBBY GENE & WF	TRULL KIM SIMPSON	183 ROMANS RD	NA	CHINA GROVE	NC	28023-6410	183 ROMANS RD	731792	5.31	6177575
TUCKER TIFFANY HARWOOD	NA	1851 N US 29 HWY	NA	SALISBURY	NC	28144-0000	1851 N US 29 HWY	732552	5.69	6181354
TURNIP INVESTMENTS LLC	NA	%RALPH CLONTZ	225 S MCDOWELL ST	CHARLOTTE	NC	28204-0000	1153 MEADOWCREEK DR	729016	7.28	6195177
USED APPLIANCE CENTER	NA	PO BOX 717	NA	GRANITE QUARRY	NC	28072-0717	SECT SCH D10 CLASS EQ ASM# 00	736408	13.36	6253182
YANG CHANG & WF	YANG XAO	613 BARLOW AVE	NA	KANNAPOLIS	NC	28081-0000	BLACKWELDER RD	730272	3.45	6326517
VAUGHN WILLIAM STEVE JR & WF	VAUGHN MICHELLE I	205 ROLLING RD	NA	KANNAPOLIS	NC	28081-7942	227 RIDGECREST ST	732911	6.68	6206719
VAZQUEZ MADELINE C	VAZQUEZ MICHAEL J	219 MAGNOLIA AVE	NA	MOCKSVILLE	NC	27028	235 SUSAN LN	729158	2.45	6044214
VERTEX EQUIPMENT LEASING LLC	% GARY L DAVIS	PO BOX 1307	NA	SALISBURY	NC	28145-1307	2016 KAUF TL AE93156	734291	4.80	6338191
VERTEX RE HOLDINGS LLC	NA	721 CORPORATE CIRCLE	NA	SALISBURY	NC	28147-0000	721 CORPORATE CIR	734284	34.11	6338121
VERTEX REAL ESTATE HOLDING LLC	NA	721 CORPORATE CIR	NA	SALISBURY	NC	28147-0000	PRUITT WILLIAMS RD	734296	3.06	6342116
VINSON WANDA	NA	4110 RIDGE ST	NA	SALISBURY	NC	28147-8344	4110 RIDGE ST	733590	1.41	2856
VIRGINIA AIR DISTRIBUTORS INC	ATTN JOHN SMOOTS	2501 WATERFORD LAKE DR	NA	MIDLOTHIAN	VA	23112-4066	CLASS LI ASM# 000	731423	1.10	6244505
WALKER JERRY	NA	PO BOX 911	NA	RICHFIELD	NC	28137-1004	YANKEE DR	733936	339.82	6263068
WALTON LUCILLE K	NA	185 RED FOX LN	NA	CHINA GROVE	NC	28023-7480	185 RED FOX LN	736861	4.98	581537500
WALTON ROGER KIM	NA	1420 PEACH ORCHARD RD	NA	SALISBURY	NC	28146-1364	1995 TRAC PERMTAG AE77990	729603	6.64	581675000
WARD RONALD JEFFERSON & WF	WARD SHELIA ROBIN	2145 GOODNIGHT RD	NA	SALISBURY	NC	28147-8520	2145 GOODNIGHT RD	738259	9.20	582490000
WASHINGTON CLOISE	NA	1502 N RIDGE AVE	NA	KANNAPOLIS	NC	28083-1703	1500 N RIDGE AV	738342	15.80	6181926
WASTE MANAGEMENT OF CAROLINAS	INC	204 BALFOUR QUARRY RD	PO BOX 52427	ATLANTA	GA	30335-	2014 FRHT IRP TAG FM2 MN8799	737817	13.90	6005931
WATKINS AGENCY INC	WATKINS FITNESS & SPORTS EQ	201 S MAIN ST	NA	SALISBURY	NC	28144-4943	CLASS SP ASM# 000	734244	1.93	6010291
WATSON CAROLE P	HOWARD GEORGE C	122 COLL WIND DR	NA	SALISBURY	NC	28146	122 COLL WIND DR	733161	9.13	6313608
WATSON NANCY CAROL BRUMLEY	NA	101 EVANDALE RD	NA	KANNAPOLIS	NC	28081-9564	145 TERRAPIN STATION RD	728474	7.25	6054728
WATTS KATHLEEN G	NA	902 TAYLOR ST	NA	KANNAPOLIS	NC	28083-2860	902 TAYLOR ST	732926	4.81	585200000
WEBSTER DEREK E	NA	219 W VANCE ST	NA	CHINA GROVE	NC	28023-2243	219 W VANCE ST	731243	9.75	6112510
WELLINGTON NADINE E	NA	515 S MLK JR AVE	NA	SALISBURY	NC	28144-5588	515 S MARTIN LUTHER KING JR AV	731381	5.54	589400000
WELLS FARGO REAL ESTATE TAX	ATN: REFUNDS/FINANCIAL SUPPORT	P O BOX 14506	NA	DES MOINES	IA	50328	MOORE HAVEN DR	737939	2.88	6004722
WELTY SAMUEL RICHARD JR	NA	420 N CALDWELL ST	NA	SALISBURY	NC	28144-0000	N SALISBURY AV	735467	2.39	6342633
WFG LENDER SERVICES LLC	NA	3211 INTERNET BLVD SUITE 100	NA	FRISCO	TX	75034	423 MAPLE RIDGE CIR	728435	18.43	6243857
WHITE RUBY MAE	% JOHN H WHITE	623 E 33RD PL	NA	CHICAGO	IL	60616-4143	HAWKINTOWN RD	731381	4.60	594508300
WHITLEY CHARLES G JR	WHITLEY NELLIE A	155 BUCCANEER CIR	NA	SALISBURY	NC	28146-2485	BUCCANEER CIR	731785	1.26	6066616
WHITLEY CHARLES GLENN JR	NA	155 BUCCANEER CIR	NA	SALISBURY	NC	28146-2485	155 BUCCANEER CIR	731783	6.14	595080000
WHITLEY STEVEN R TRUSTEE	NA	PO BOX 1020	NA	FORT MYERS	FL	33902-1020	LAKE POINTE LN	733854	5,370.86	6317916
WICKER CHARLES L & WF	WICKER TZENA R	235 RUFTY CIR	NA	SALISBURY	NC	28144-9488	2011 TRACKER TAHOE Q55	729575	6.89	2039
WICKER TZENA RUFTY	NA	235 RUFTY CIR	NA	SALISBURY	NC	28144-9488	1530 SELLS RD	729603	4.30	596289100
WIKE TERRY EUGENE	NA	873 OAKWOOD VILLA DR	NA	KANNAPOLIS	NC	28081	2012 SKEETER	727253	48.65	6156080
WILKERSON JIMMIE CHARLES	NA	1148 JOEL ST	NA	CHINA GROVE	NC	28023-5526	1148 JOEL ST	736162	158.62	6236154
WILKIE ROBERT THOMAS	NA	180 WHITE RD	NA	SALISBURY	NC	28147-5605	2010 CARO PERMTAG AE98949	729893	9.84	700146
WILLIAMS LONNIE G & WF	WILLIAMS VALERIE	218 EDWARDS RD	NA	MOORESVILLE	NC	28115-7389	218 EDWARDS RD	728692	8.01	602002000
WILSON GLENNA GRIFFITH	NA	332 VALLEY BROOK LN SE	NA	CONCORD	NC	28025-0000	289 BROOKDALE ST	731829	28.73	6336640
WILSON MILES L & WF	WILSON DOLORES D	437 STAFFORD ESTATES DR	NA	SALISBURY	NC	28146-0515	437 STAFFORD ESTATES DR	737955	11.83	6193011

WISE MARINE LLC	NA	1120 NC 152 W	NA	CHINA GROVE	NC	28023-6722	1999 MAGI MLT YR TAG AY93883	729698	3.79	6339642
WISE MARINE PROPERTIES LLC	NA	1120 HWY 152 W	NA	CHINA GROVE	NC	28203-0000	1120 CORRIHER ST	729690	17.39	6339533
WITHERS CAROLYN DENISE	NA	100 RACHEL LN	NA	STATESVILLE	NC	28625-2341	DOOLEY RD	733682	10.83	385130000
WITTUM CYNTHIA ALLISON	NA	101 E FOARD ST	NA	CLEVELAND	NC	27013-8408	101 E FOARD ST	729624	15.09	6085084
WOOD BARBARA MILES	NA	240 SHIVE RD	NA	SALISBURY	NC	28146-9326	240 SHIVE RD	736152	3.37	6055799
WOOD FLOYD JUDDY	NA	PO BOX 540	NA	WOODLEAF	NC	27054-0540	COOL SPRINGS RD	730097	115.92	9506
WOOD LYDIA VICITAL	NA	658 MAPLE RIDGE CIR	NA	SALISBURY	NC	28147-0000	658 MAPLE RIDGE CIR	729698	5.75	6342357
WOODFIN COMPANY	NA	PO BOX 90308	NA	RICHMOND	VA	23230	2007 INTL IRP TAG 940 MR9503	732943	24.99	6286732
WOODS PROFESSIONAL CLEANING &	CONSULTATION INC	1209 LANDOVER DR	NA	SALISBURY	NC	28147-9295	SECT SCH A10 CLASS EQ ASM# 00	733505	89.26	457201
WOODSON SAYERS LAWYER SHORT	PARROTT AND ABRAMSON LLP	PO BOX 829	NA	SALISBURY	NC	28144	710 COURT SIDE DR	731866	85.00	6196833
WOOTEN BETTY A	NA	5485 CHENAULT RD	NA	CLEVELAND	NC	27013-8864	STEELE AV	735566	3.21	612471550
WOOTEN BETTY A	NA	5485 CHENAULT RD	NA	CLEVELAND	NC	27013-8864	1979 LINC	735567	2.93	612471550
WRIGHT JAMES M	NA	1415 NC HWY 152 W	NA	CHINA GROVE	NC	28023-6725	1415 W NC 152 HWY	735699	15.70	61366250001
XIONG YIA	NA	20 PINE LN	NA	HICKORY	NC	28601-0000	406 E EARNHARDT ST	735457	6.99	6331111
YATES & FUNDERBURK CONCRETE	FINISHING INC	P O BOX 870	NA	CHINA GROVE	NC	28023-8791	1998 CARO MLT YR TAG AD75392	733784	3.62	6337432
YOUNT ROBERT C	% DEBRA YOKLEY	319 JOHNSTONE RD	NA	CLEVELAND	NC	27013-0000	1716 MOORESVILLE RD	735437	11.89	619890000
ZHANG JIONG	NA	1855 MAIN ST STE 101	NA	FERNDAL	WA	98248	802 S LONG ST	733738	16.31	6342239
ZIMMERMAN ANNIE SIDES	NA	2125 E RIDGE RD	NA	SALISBURY	NC	28144-1274	1981 SEARS	734305	187.94	6166021
ZREBIJC STEPHEN	NA	1070 COBBLERS CROSSING	NA	ELGIN	IL	60120-0000	CHENAULT RD	737033	1.88	6318478
21ST MORTGAGE CORP	126 108	PO BOX 477	NA	KNOXVILLE	TN	37901	255 WADE DR	734792	120.18	6086129
								TOTAL:	\$ 87,595.09	

K.R. B

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: 9-7-17
SUBJECT: Proclamation for Commemorative Black College Football Week

ATTACHMENTS:

Description	Upload Date	Type
Commemorative Black College Football Week	9/7/2017	Cover Memo

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



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

Rowan County Board of Commissioners

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

PROCLAMATION COMMEMORATIVE BLACK COLLEGE FOOTBALL WEEK

WHEREAS, Livingstone College, located in the County of Rowan, N.C., was the site of the first organized black college football game in America; *and*

WHEREAS, the Livingstone College Blue Bears hosted what is now Johnson C. Smith University of Charlotte, N.C. on the front lawn of Livingstone College for the inaugural game, played on a snowy Dec. 27, 1892; *and*

WHEREAS, William J. Trent, who later became president of Livingstone College, was a member of the original Blue Bears football team; *and*

WHEREAS, Livingstone College and Johnson C. Smith University began an annual tradition in 2009 called the Commemorative Classic, the last game of the regular football season, to pay homage to that inaugural game; *and*

WHEREAS, this year's Commemorative Classic football game, to be played on Saturday, November 4, 2017, at Livingstone College Alumni Football Stadium, will celebrate the 125th anniversary of black college football; *and*

WHEREAS, Livingstone College will celebrate this historic milestone with a week of activities involving students, alumni, community members, and county and city officials; *and*

WHEREAS, this significant event commands a national spotlight on Livingstone College and Rowan County as the birthplace of black college football.

NOW, THEREFORE IT BE PROCLAIMED, the County of Rowan joins Livingstone College in celebrating the 125th anniversary of Black College Football and honors this historical event by proclaiming Sunday, Oct. 29, 2017, through Saturday, Nov. 4, 2017, as Commemorative Black College Football Week in Rowan County.

This the 18th day of September, 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



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: Donna Fayko, Director, Department of Social Services
DATE: 9/7/2017
SUBJECT: 2017 Rowan-Salisbury Community Foundation Grant Application

Request to submit application for the 2017 Rowan-Salisbury Community Foundation Grant for Critical Assistance Services for Abused/Neglected Children.

ATTACHMENTS:

Description	Upload Date	Type
2017 Rowan-Salisbury Community Foundation Grant Application	9/7/2017	Cover Memo

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

Applicant View

Applicant Summary

Organization Status Search

Please search for your organization's legal name and current status by following these steps: Click on the data entry field that says "Select", and begin typing the organization name in the box that appears. As you type, the list of organizations will narrow, and you can select your organization from the list. Search tip: If your organization's name includes an "and" or "&", try interchanging these if you are having difficulty finding your organization. If your organization is found in the list, please select the name. The current due diligence status will appear - either Due Diligence Complete or Requires Fiscal Sponsor. If your organization does not appear, please select Organization Not Found from the top of the dropdownlist. A status of Due Diligence Required will appear. Note: If you have received a grant from the Foundation in the past but do not find your name, due diligence renewal may be required. The Foundation will begin required due diligence processes once an application is fully submitted.

*Organization legal name / Status:	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146] Due Diligence Approval Completed
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Organization Information

Please re-enter the organization's legal name below, and enter the current mailing and contact information.

*Organization legal name:	Rowan County Department of Social Services
Organization AKA or DBA name:	Rowan One Church One Child Program (ROCOC)
*Mailing address:	1813 E. Innes Street
Mailing address line 2:	
*Mailing city:	Salisbury
*Mailing state:	North Carolina
*Mailing county:	Rowan County
*Mailing zip:	28146
*Organization phone:	704-216-7914
Organization web address:	www.rowancountync.gov/rococ

Application Contact Information

*Salutation:	Rev.
*Contact first name:	Jon
*Contact last name:	Hunter
*Contact title:	Rowan One Church One Child Program Coordinator
*Contact telephone number:	704-216-7914
*Contact email address:	jon.hunter@rowancountync.gov
*Is the contact person listed above also the executive director of the organization?	No
*Salutation:	Mrs.
*Executive director first name:	Donna
*Executive director last name:	Fayko

Supplemental Information

*EIN:	56-6000336
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2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

*Annual operating budget:	\$56,800
Project Request Information	
*Project title: (8 word max.)	Critical Assistance Services for Abused/Neglected Children
*Total project budget:	\$56,800
*Grant request amount:	\$10,000

Organization Overview

Organization Overview	
*Organization mission:	ROCOC's (Rowan One Church One Child) Mission is to partner with RCDSS to: meet the physical and life essential needs of Rowan County children and teenagers who are victims of sexual, physical, and emotional abuse, neglect, or dependency; ensure healthy, safe, and protective outcomes for them; keep birth families intact; and/or assist relative caregivers who provide care to the children; in order to help provide stable home environments to ensure the well being of the target population.
*Organization core services: (100 word max.)	ROCOC provides children and teenagers with new: beds; chest of drawers; car seats; high chairs; strollers; smoke and carbon monoxide detectors; personal hygiene items; underwear; socks; diapers; baby wipes; and school supplies. ROCOC also purchases used appliances and furniture for families. Children and teens can visit the ROCOC Assistance Center to receive gently used: clothes; shoes; school uniforms; household items; cookware; flatware; small appliances; dishes; books; toys; baby items; blankets; comforters; sheets; and towels. THERE IS NO COST TO THE RECIPIENTS.
*Have you received a grant from this particular grant program in the last 3 years?	Yes
*Please list year:	2016
*Please list grant amount:	\$5,000
*Please list project name:	Critical Support Services for Abused/Neglected Children
*Add another grant?	Yes
*Please list year:	2015
*Please list grant amount:	\$2,500
*Please list project name:	Life Assistance Services for Abuse/Neglected Children
*Add another grant?	Yes
*Please list year:	2014
*Please list grant amount:	\$2,000
*Please list project name:	Essential Life and Critical Care Services for Children

Project Description

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

*Please choose one investment area that your project will address:	Human Service
*Please choose a human services result area:	People overcome life obstacles (e.g. substance abuse criminal history psychological trauma) and become productive members of society
*Brief project summary: (50 word max.)	Provide age appropriate beds for abused and neglected children and teenagers in order to prevent unsafe and dangerous sleeping arrangements, which could result in the injury or death of a child. Meet children's physical needs by providing new socks, underwear, baby items, bedding items, personal hygiene items, and used furniture/appliances.
*What is the geographic service area being served, such as neighborhood, county-wide, etc.?	Rowan County, North Carolina - County-wide
*If this grant supports a particular ethnic group, please select the primary ethnic group served. If not, select "Not ethnicity specific".	Not Ethnicity Specific
*If this grant supports a particular age group, please select the primary age group served. If not, select "Not age specific".	Not Age Specific

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

*Describe your project in detail, including proposed timeline and specifically how you would use the funds: (200 word max.)	<p>ROCOC unites RCDSS, the faith community, citizens, businesses and community partners seeking to improve the lives of children and teenagers, who are experiencing trauma due to being victims of neglect or abuse.</p> <p>ROCOC assist social workers in their mission to: keep families intact; ensure the safety and well-being of Rowan County children; meet the physical needs of children and teenagers whose birth parents are struggling; and relatives who are providing care for children.</p> <p>During the grant year, funds will be used to provide the following to children and families actively receiving Child Protective or Foster Care Services from RCDSS:</p> <ul style="list-style-type: none">•New age appropriate beds for children and teenagers, seeking to prevent unsafe and dangerous sleeping arrangements that could result in the injury or death of a child.•Diapers, pull-ups, training pants, baby wipes, socks, underwear, and personal hygiene items to ensure proper hygiene for children and teenagers.•Car seats, high chairs, strollers for child safety.•Used appliances so that children will have clean clothes and properly prepared food to eat.•New/used chests of drawers for children and teenagers to have a proper hygienic place to store their clothes and used furniture so that children can remain in their home.
*What makes your organization unique and effective, as compared with other organizations working in your geographic area with similar populations? What is your organization doing to limit duplication or overlapping services? (200 word max.)	<p>There is no other program in Rowan County that assist children and teenagers who are victims of abuse, neglect, or dependency with beds and other life essential items at no cost to the client.</p> <p>The program serves children and teenagers who have active cases with the Children's Services Division of RCDSS.</p> <p>Results Description</p>

Results Description

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

<p>*What results are you committed to achieving during the grant period? What metrics will you use to evaluate whether your project is successful? (100 word max.)</p>	<p>Assist RCDSS social workers in establishing a healthy and safe home environment, decreasing the need to place the child in foster care.</p> <p>Provide appropriate beds to stop children from sleeping on the floor or with adults to prevent injury to or death of the child. Meet the basic physical/life essential needs of children and teenagers.</p> <p>RCDSS data dashboards track the progress of child and family abuse and neglect cases, the children entering foster care, and outcomes of every family. ROCOC tracks the types of purchases and the children and teenagers receiving services.</p>
<p>*How many participants will you serve?</p>	<p>2022</p>
<p>*What percentage of participants do you expect to achieve the results (enter a value up to 100% include the percentage sign in your response)?</p>	<p>97%</p>
<p>*Explain how you arrived at the numbers above (50 word max.):</p>	<p>During the past four years, from January 1 through July 31, program client service capacity has increased by an average growth rate of 21.49%. In 2017, client service capacity has increased 36.15%. During the analysis time frame, tracking systems indicate that 97.50% of children have obtained desired outcomes.</p>
<p>*Who is the person or persons who will lead this project? What factors in that leader most predict success? (100 word max.)</p>	<p>Rev. Hunter, the ROCOC Program Coordinator leads the project. He has 18 years of service with RCDSS and has served as a pastor for 35 years. Rev. Hunter has a proven track record: recruiting new congregations; maintaining the participation of congregations; and increasing financial and material good donations from member congregations, community partners and local foundations. The Program has won Best Practice Awards from the National One Church One Child Program and from the North Carolina Division of Social Services. In October 2016, the Rowan County Board of Commissioners recognized Rev. Hunter for leading the Program to high achievement levels.</p>
<p>*What have you achieved in the past three years that contributes to your organization's success? (100 word max.)</p>	<p>During the past 3.7 years, ROCOC has significantly improved the outcomes of families remaining intact, either in the birth family or with relative care providers. ROCOC has helped to reduce the number of children in foster care in Rowan County, because life essential items have been provided to families during the Child Protective Services Assessment. ROCOC has improved the well-being and safety of 7,033 children/teenagers. \$113,428.58 has been spent purchasing items for children. Referrals have increased dramatically during the past three years. Continual research has been paramount in finding new streams of funding to continue to meet the increased needs.</p>

Financials and Project Budget

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

Financials	
*Please attach your organization's annual budget for the current fiscal year, including income and expenses.	2017 ROCOC Budget and Financial Report and Expenditure Comparison Report.pdf
*Please attach your organization's annual budget for the previous year, including income and expenses.	2016 Actual Revenue and Expenses.pdf
*Net assets of organization (as reported on 990):	\$40,277
*Does your organization conduct an audit?	Yes
*What is the most recent audit date?	6/30/2017
Project Budget	
Please open and read the Project Budget Instructions before completing the budget template.	
Once you have read the instructions,download the budget template.Complete the template and save it as a PDF file on your computer.Once saved, click the browse button and attach the PDF file to your application. To learn more about converting a file to PDF, click on the Creating PDFs tab on the bottom of your dashboard page.	
*Upload complete project budget	2018 ROCOC Projected Budget.pdf

Submittal Page

Demonstration of Eligibility	
*Organization legal name / Status:	Rowan County Department of Social Services - [1813 E. Innes Street, Salisbury, NC, 28146]Due Diligence Approval Completed
*Attach a copy of your organization's current Board of Directorslist:	2017 ROCOC Board of Directors.pdf
Additional Attachments	
*Do you need licensing, zoning or other regulatory approval to conduct the project?	No
*Is your organization working in partnership with one or more organizations?	No
If necessary, please add clarifying information regarding the attachments.	
Certification	
*Do you certify that the executive director and board of directors have approved submittal of this grant request, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be adhered to?	Yes

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

*Signature of representative requesting grant:	
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2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

Rowan One Church One Child Ministry Rowan County Department of Social Services Budget and Financial Report January 1, 2017 – July 31, 2017

Income

Source	Amount
Foundations	\$ 30,000.00
Churches	\$ 6,115.56
Individual donors	\$ 4,334.20
Change found in donations	\$ 5.48
TOTAL INCOME	\$ 40,455.24

Expenses:

Type of purchase	2017 Budget	Spent: 1-1-17 – 7-31-17
Beds, mattresses, cribs, bassinets, pack-n-plays	\$ 26,000.00	\$ 16,358.43
Used appliances	\$ 3,500.00	\$ 3,289.51
Used furniture and new chest of drawers	\$ 3,500.00	\$ 2,654.39
Utilities, Rent, & Food	\$ 4,000.00	\$ 499.99
Booster and car seats	\$ 1,750.00	\$ 813.42
Links Birthday Gift Cards (for 12 children) Teens age 16-18 participating in the RCDSS Independent Living Training Program.	\$ 750.00	\$ 120.00
OTHER items -- LISTED BELOW	\$ 9,500	
Diaper, wipes, underwear, and socks		\$ 868.49
Personal Hygiene Items		\$ 196.00
Baby Items – formula, high chairs, strollers, baby gates		\$ 384.74
Pest extermination		\$ 573.30
Child safety items - baby gates, lockboxes for medications, smoke and carbon monoxide detectors, fire extinguishers, toilet, oven door, and cabinet safety locks, door and window alarms		\$166.96
Gas cards for families to have the ability to get to DSS for visits with their children, and to take children to medical and therapy appointments, Easter basket supplies, specialized back pack, part of the cost of an iPad for a child with special needs that was requested by hospital staff for therapeutic treatment, yard trash removal from a home that was a danger to the children in the home, school uniforms, plastic storage bins for clothes, clothes, shoes, gas generator for a family living in a camper without power, humidifier, door knob without lock, therapeutic counseling assessment fee		\$ 1,637.76
Totals	\$ 49,000.00	\$ 27,562.99

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

Rowan One Church One Child Ministry Rowan County Department of Social Services Expenditure Comparison Chart January 1 – July 31

Expenses:

Type of purchase	2014	2015	2016	2017
Beds, mattresses, cribs, bassinets, pack-n-plays	\$ 7,647.83	\$ 7,912.79	\$ 13,527.48	\$ 16,358.43
Used furniture, appliances and new chest of drawers	\$ 2,194.19	\$ 1,610.10	\$ 3,017.29	\$ 5,943.90
Utilities, Rent, & Food	\$ 827.34	\$ 587.52	\$ 1,497.88	\$ 499.99
Booster and car seats	\$ 503.95	\$ 276.63	\$ 880.01	\$ 813.42
Other Items: Diaper, wipes, underwear, and socks; Personal Hygiene Items; Baby Items – formula, high chairs, strollers, baby gates; Pest extermination; Child safety items - baby gates, lockboxes for medications, smoke and carbon monoxide detectors, fire extinguishers, toilet, oven door, and cabinet safety locks, door and window alarms; Gas cards for families to have the ability to get to DSS for visits with their children, and to take children to medical and therapy appointments, Easter basket supplies, specialized back pack, part of the cost of an iPad for a child with special needs that was requested by hospital staff for therapeutic treatment, yard trash removal from a home that was a danger to the children in the home, school uniforms, plastic storage bins for clothes, clothes, shoes, gas generator for a family living in a camper without power, humidifier, door knob without lock, therapeutic counseling assessment fee; Links Birthday Gift Cards (for 12 children) Teens age 16-18 participating in the RCDSS Independent Living Training Program.	\$ 654.01	\$ 2,386.06	\$ 3,207.24	\$ 3,947.25
Totals	\$ 11,827.32	\$ 12,773.10	\$ 22,129.90	\$ 27,562.99

Cost Increase Percentages Comparisons

<u>January 1 – July 31</u>	<u>Total Percent of Expenditure Increase</u>
<u>2014-2015</u>	<u>8%</u>
<u>2015-2016</u>	<u>73.25%</u>
<u>2016-2017</u>	<u>24.55 %</u>
<u>Growth from 2014 to 2017</u>	<u>133%</u>

Bed Cost Percentages of Total Expenditures

<u>January 1 – July 31</u>	<u>Bed Cost Percentages of Total Expenditures</u>
<u>2014</u>	<u>64.66%</u>
<u>2015</u>	<u>61.95%</u>
<u>2016</u>	<u>61.13%</u>
<u>2017</u>	<u>59.35%</u>

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

2016 Annual Year Actuals

Section One: 2016 Revenue

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

Section Two: 2016 Expenses

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

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

2018 Project Budget Template

Rowan County DSS Rowan One Church One Child Program

Section One: 2018 Project Income

Funding Sources	Amount	Funds Requested or Committed
Salisbury Community Foundation	\$ 10,000.00	Requested
Margaret C. Woodson Foundation	\$ 15,000.00	Will request in next grant cycle.
The Blanche and Julian Robertson Family Foundation	\$ 10,000.00	Will request in next grant cycle.
Uwharrie District of the UMC	\$ 2,000.00	Will request in next grant cycle.
First UCC Foundation	\$ 1,000.00	Will request in next grant cycle.
Member Congregations	\$ 12,000.00	Anticipated
Individual Donors	\$ 6,000.00	Anticipated
Business Donors	\$ 800.00	Anticipated
	\$ -	
	\$ -	
Total Income	\$ 56,800.00	

Section Two: 2018 Project Expenses

Expense Item	Amount	Amount from This Grant Program
Pack-n-plays, cribs, bassinets, toddler beds, twin beds, bunk beds, mattresses	\$ 33,400.00	\$ 7,000.00
Used Appliances	\$ 6,800.00	\$ 2,000.00
Used furniture and new chest of drawers	\$ 5,500.00	\$ 1,000.00
Utility and rent assistance	\$ 1,200.00	\$ -
Diapers, wipes underwear, socks	\$ 1,800.00	\$ -
Car and booster seats	\$ 1,700.00	\$ -
Personal hygiene items	\$ 400.00	\$ -
Baby Items- formula, high chairs, strollers, baby gates	\$ 800.00	\$ -
Pest extermination	\$ 1,200.00	\$ -
Child Safety Items	\$ 350.00	\$ -
Links Birthday Cards	\$ 250.00	\$ -
Other life essential items	\$ 3,400.00	\$ -
Total Expenses	\$ 56,800.00	\$ 10,000.00

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

2018 Project Budget Template

Rowan County DSS Rowan One Church One Child Program

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

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

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

Child safety items - baby gates, lockboxes for medications, smoke and carbon monoxide detectors, fire extinguishers, toilet, oven door, and cabinet safety locks, door and window alarms.

Links Birthday Gift Cards (for 12 children) Teens age 16-18 participating in the RCDSS Independent Living Training Program. Other- gas cards for families to have the ability to get to DSS for visits with their children, and to take children to medical and therapy appointments, Easter basket supplies, specialized back pack, part of the cost of an iPad for a child with special needs that was requested by hospital staff for therapeutic treatment, yard trash removal from a home that was a danger to the children in the home, school uniforms, plastic storage bins for clothes, clothes, shoes, gas generator for a family living in a camper without power, humidifier, door knob without lock, therapeutic counseling assessment fee.

2017 Salisbury-Rowan Community Foundation Grant Cycle

Rowan County Department of Social Services

Rowan One Church One Child Ministry Advisory Board

Permanent Board Members:

Jon Hunter - Rowan County Department of Social Services (RCDSS) Placement Support Coordinator and Rowan One Church One Child Program Coordinator and Board Chairman
Lisa Berger - RCDSS Children's Services Program Administrator
Micah Ennis - RCDSS Children's Services Program Manager
Donna Fayko - RCDSS Director
Beverly Mobley - RCDSS Child and Family Team Meeting Facilitator
Nadean Quarterman - RCDSS Support Services Unit Supervisor

RCDSS Staff Board Members with Rotating Membership

Gwen Thomason - RCDSS Legal Administrative Assistant - July 1, 2016 - June 30, 2019

Community Members Serving from July 1, 2015 – June 30, 2018

Mrs. Joann Diggs - ROCOC Coordinator at Faith Temple Triumphant Ministries
Reverend Randy Foster- Pastor of Maupin Avenue Presbyterian Church
Mrs. Chloe Goho - Member of Milford Hills United Methodist Church
Reverend Richard Gould - United Methodist Pastor
Mrs. Laurie Ward - ROCOC Coordinator at Salisbury Seventh-Day Adventist Church

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

Ms. Georgia Adams - Member of Concordia Lutheran Church
Ms. Mildred Chinaka – Community Member
Mrs. Lisa Cline - ROCOC Coordinator at St. Enoch Lutheran Church
Mr. Jim Miller - Administrative Assistant at Shiloh UMC
Dr. Martha Starks - Pastor of Word of Life Family Worship Center

Community Members Serving from July 1, 2017 – June 30, 2020

Mrs. Marjorie Beaver - Member of Concordia Lutheran
Reverend Charles Gibbons - Pastor of Oak Grove UMC
Mr. Jeff Harkey - Member of Mount Tabor UMC
Mrs. Lillian Morgan - Member of Jerusalem Baptist
Mrs. Darlene Murphy – RCDSS Foster Parent Trainer
Mrs. Bonnie Walser - Member of Main Street UMC
Mrs. Kelley Williams - ROCOC Coordinator at St. Matthew's Lutheran Church

Board of Social Services

DeeDee Wright, Chairperson
James Sides
Judy Klusman
Ethel Bamberg-Revis

Rowan County Board of Commissioners

Greg Edds, Chairperson
Jim Greene
Mike Caskey, Jr.
Judy Klusman
Craig Pierce
Aaron Church – County Manager
Carolyn Barger – Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: NC Cooperative Extension
DATE: 09/08/2017
SUBJECT: Cooperative Extension Grant Request

Rowan County Cooperative Extension would like to apply for grant funds from Carolina Farm Credit. The amount is \$5000.00 for drones and software to use for scouting fields. This grant does not require any matching funds from Rowan County.

The 4-H and Youth Development Program for Rowan County Cooperative Extension would like to apply for grant funds from the Friends of NRA. This grant is for supplies for the shooting sports program and does not require any match from Rowan County. The value of these supplies is \$10,000.00.

ATTACHMENTS:

Description	Upload Date	Type
Grant Request	9/8/2017	Cover Memo
4-H NRA grant request	9/8/2017	Cover Memo



August 31, 2017

Dear Rowan County Board of Commissioners,

Rowan County Cooperative Extension would like permission to seek external funding from the Carolina Farm Credit Corporate Mission Fund. The grant would be for the sum of \$5,000 and does not require matching funds, although NC A&T and NC State University are contributing \$2000 in travel funds to contribute to the request.

If we are allowed to apply for the grant, we would be seeking these materials:

- Two DJI Phantom 4 professional drones to survey and scout field crops and livestock.
- Extra Batteries
- Two San Disk
- Propeller Guards
- Polar Pro lens filters
- Lens covers
- Cases/Packs

This is a unique opportunity to move our county forward with technology, assisting our county's agriculture with increased production as well as improving our citizens' lives.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Danèlle Cutting'.

Danèlle Cutting
Rowan County Local Food and Horticulture Agent





N.C. Cooperative Extension
Rowan County Center
rowan.ces.ncsu.edu

2727-A Old Concord Road
Salisbury, NC 28146
P: 704-216-8970
F: 704-216-8995

August 28, 2017

Dear Rowan County Board of Commissioners:

The Rowan County 4-H Shooting Sports Program would like permission to seek external funding from the Friends of the NRA Foundation. Each year this organization funds youth shooting sports programs that educate youth in firearms safety and educational outreach. These funds are crucial to building the 4-H shooting sports program to alleviate as much of the financial burden as possible from youth of the county and allow this program to have a much greater impact.

4-H Shooting Sports is the fastest growing 4-H program in the nation with over 300,000 youth participating in the program last year. 4-H Shooting Sports instructors go through rigorous background and safety training before being allowed to instruct youth in this program. The 4-H Shooting Sports curriculum is nationally recognized and is standardized across state lines to ensure safety and consistency of the program.

Currently, the Rowan County 4-H Hot Shots club has 24 members and five trained volunteers, plus the 4-H Agent. Growth of the program is hampered by financial burdens and equipment limitations. Items to be requested from the Friends of the NRA are shotgun and smallbore rifle ammunition; shotguns and smallbore rifles; targets; safety equipment; storage infrastructure; and archery tackle. Grant disbursements are made in the form of actual items in the case of firearms and in monetary disbursements in the case of items too heavy for shipping (i.e. gun safe, clay targets). The 4-H program would also ask permission to store these items in the Rowan County Extension Office.

Again, this equipment is crucial to the development and building of a successful 4-H Shooting Sports Program. If the Board has any questions about the 4-H Shooting Sports Program or how it fits into the success of the 4-H Program as a whole in Rowan County, 4-H Agent Matthew McClellan would be more than happy to answer all of your concerns.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to be "Matthew McClellan".

Matthew McClellan
Rowan County 4-H Extension Agent



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: September 8, 2017
SUBJECT: Request For Temporary Placement of Vietnam Veterans Monument At West End Plaza

ATTACHMENTS:

Description	Upload Date	Type
Memorandum From Ronnie Smith	9/8/2017	Cover Memo
Proposed Temporary Location	9/8/2017	Cover Memo
Monument Photo	9/8/2017	Cover Memo
Monument Description	9/8/2017	Cover Memo



"We Just Want To Be The Best!"

RONALD L. "RONNIE" SMITH, APM, CFP
PRESIDENT, THE SMITH FOUNDATION

113 CANTEBERRY DRIVE
SALISBURY, NC 28144-9459
(704) 636-9142

"INTEGRITY – THE RIGHT WAY, EVERY DAY!"

August 18, 2017

MEMO TO: AARON CHURCH
ROWAN COUNTY MANAGER

SUBJECT: ROWAN COUNTY VIETNAM VETERANS MEMORIAL

Mr. Church, as promised, attached please find the proposal and information requested on our Rowan County Vietnam Veterans Memorial.

As you may recall, this project was presented earlier this year to the Rowan County Commissioners on two separate occasions.

We are extremely pleased to report the project and memorial monument are now complete and can hopefully be dedicated as early as November 11, 2017 on Veterans Day.

As we discussed this week, and due to circumstances beyond our control, the City of Salisbury denied our earlier requests to place the monument at the previously identified, preferred and approved site at the Salisbury City Park. Although we disagree with this decision, we will respect the 4 to 1 vote of the Salisbury Parks and Recreation Advisory Board.

As a direct result of this latest action, we immediately implemented a new site selection process to determine the best location for this magnificent monument to the memory of our Rowan County Vietnam Veterans. A national celebration is now planned in Washington, DC with the reading of the K.I.A. of the 58,318 names on the Wall in Washington. It is our hope that we can coordinate our dedication on that date with the reading of the names of the forty (40) Rowan County veterans who gave the ultimate sacrifice in the Vietnam War.

The attached information should answer most all of your questions. Please feel free to share all of this information with your Commissioners. We will be happy to make a more formal presentation at an upcoming Board meeting.

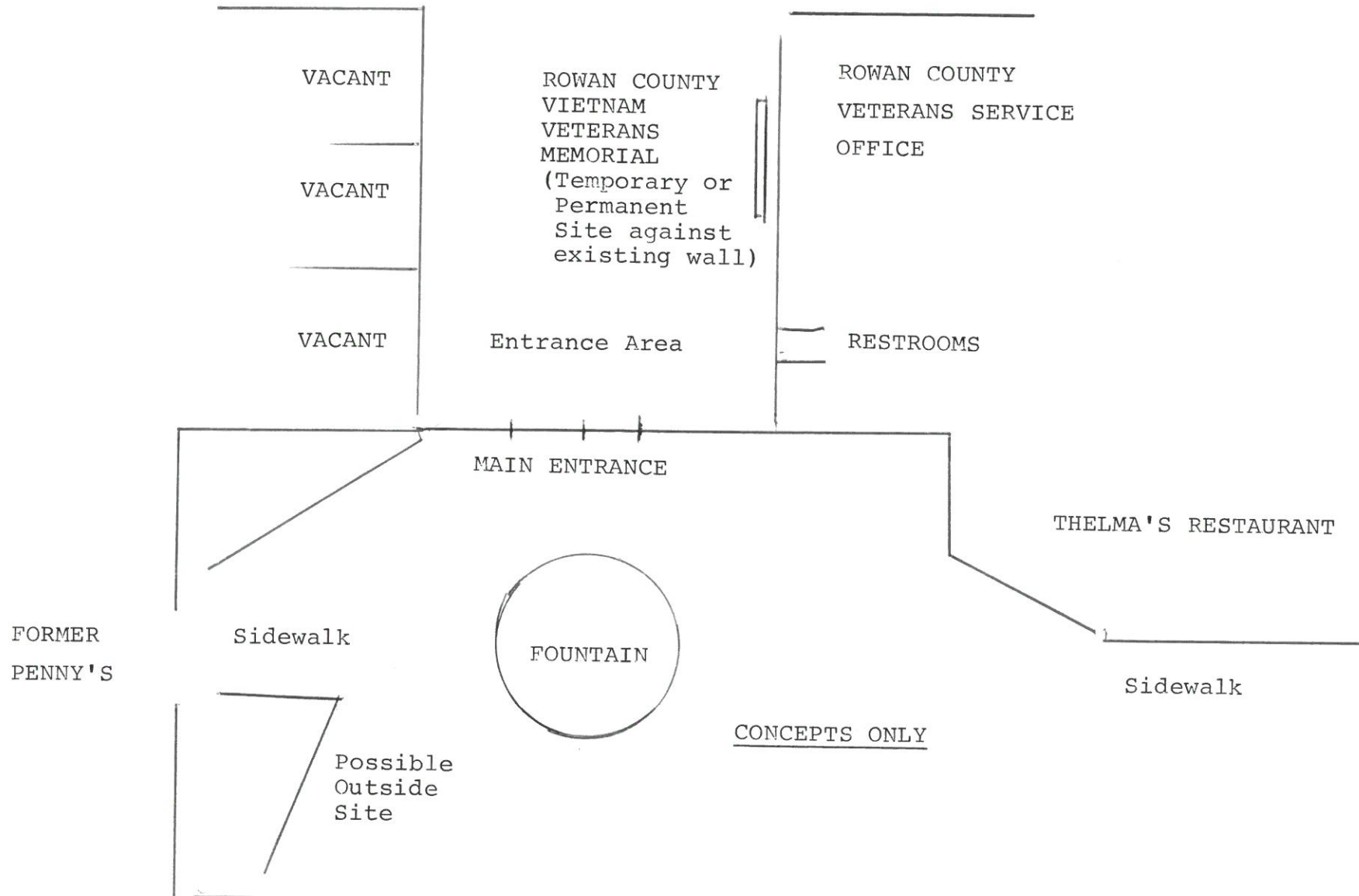
As we also discussed, Mr. Mike Caskey and a number of veterans have suggested that we seriously consider other recommended sites in Rowan County for this monument, including but not limited to the WestEnd Plaza. We hope you will support us in this effort. Please advise if you have any questions.

Respectfully,

RONALD L. SMITH
MOAA, VFW, VVA and
American Legion Member

Attachment: Proposal and History

WESTEND PLAZA
(NOT TO SCALE)
(Inside lobby)





THE VIETNAM WAR IN SOUTHEAST ASIA WAS
AMERICA'S RESPONSE TO HELP DEFEND FREEDOM IN THE WORLD.
IN ADDITION TO ROWAN COUNTY VETERANS, OVER 2.7 MILLION AMERICAN
SERVICEMEN AND WOMEN SERVED OUR COUNTRY IN VIETNAM. OVER 58,000
MILITARY VETERANS GAVE THE ULTIMATE SACRIFICE. THESE NAMES
ARE ENGRAVED ON THE NATIONAL VIETNAM WAR MEMORIAL IN WASHINGTON, DC

AND JUST AS THEY WHOM WE COMMEMORATE
WERE WILLING TO SACRIFICE, SO TOO MUST WE, IN A LESS FINAL, LESS
HEROIC WAY BE WILLING TO GIVE OF OURSELVES.
-RONALD REAGAN ARLINGTON NATIONAL CEMETERY 1982

ROWAN COUNTY VIETNAM VETERANS MEMORIAL

GEORGE FRANKLIN ANTONITIS
RAYMOND ERVIN BAUMGARTNER
EDGAR LEE BOWERS
ROBERT MAXWELL BROWN JR.
JAMES CALVIN COCKERL
JIMMY RICHARD COX
FREDERICK LEWIS CRISTMAN
DONALD VANCE DAVIS
JOHN CORNELIUS DUNLAP
ROBERT ERVIN GILMORE
DANIEL GUEST
ROBERT LEE HAGER JR.
FRYNE HUGHY HOLLIFIELD
SAMUEL L. HOLMAN
FRANCIS EDWARD HOWE
RICKY NORMAN LOWDER
RONALD WAYNE LYERLY
JOHN TERRY MCINNIS
JERRY LAWRENCE MOORE
EDWIN EVERTON MORGAN

CLARENCE LUTHER MORRIS
DOUGLAS RAY NOEL
JOHN LEROY PARTEE
STANLEY GEORGE PILOT JR.
RICHARD HUGH PROPST
HAROLD REED RICHARDSON
JAMES DELANO ROBINSON
JOE HEARNE RUFTY
JIMMY DEWAYNE SELLS
DONALD MONROE SHUE
HERMAN VICTOR STURM JR.
ROGER LYNN TEETER
CARL WAYNE THOMPSON
LARRY WAYNE WATKINS
SCOTT TERRY WELBOURNE
HUGH GREY WILLARD
WATER ALEXANDER WILLIAMS
STEVEN WAYNE WILSON
KAY WILLIAM WRIGHT



THIS MEMORIAL GIVEN BY THE MILITARY OFFICERS ASSOCIATION
AND THE WILSON L. SMITH FAMILY FOUNDATION
IN HONOR AND MEMORY OF ALL ROWAN COUNTY VETERANS.

OUR MEMORIES AND OUR GRATITUDE WILL NEVER DIE
IN MEMORIAM 2017

File Name: ROWAN COUNTY VVM

Please check that all lettering, design and placement is correct. If so please sign below and date.

Customer Care: Mark Lowman

Signature: _____ Date: _____



SALISBURY
MARBLE & GRANITE

Barger, Carolyn M

From: Church, Aaron
Sent: Friday, September 08, 2017 1:28 PM
To: Barger, Carolyn M
Subject: Agenda Item Vietnam Veteran's Wall
Attachments: ROWAN COUNTY VVM-3 (1).pdf

Begin forwarded message:

From: Salisbury Marble & Granite <smg@gauldenmonuments.com>
Subject: Vietnam Veteran's Wall
Date: September 7, 2017 at 10:14:37 AM EDT
To: <aaron.church@rowancountync.gov>

Hi Aaron,

Crystal told me that she spoke with you yesterday about the Vietnam Monument that Ronnie Smith has been trying to get placed.

I have attached a picture to this email and the basic dimensions are as follows. The wall is actually constructed out of 3 large pieces, 2 that are 5 ft across, 4 inches thick and 6 feet tall and one that is 6ft across, 4 inches thick and 6 ft tall. They sit on a base that is 16 ft across, 1 foot tall and approx 20 inches thick. The walls are not very thick because the original plan called for them to be surrounded by bricks like the ones at the city park. Ronnie is aware that we will have to accommodate for this in some way. There are also two caps that were supposed to go on brick pillars that would stand to the right and left of the monument. All of the granite is black and the lithochrome was to be done in gold. This would include all lettering and emblems but the laser etched pictures of the troops, boat, and planes will be in white.

Let me know if I can help you in any way or if you have questions.

Thanks so much,

Mark

--

Mark Loman

Salisbury Marble & Granite
704/633-4871 (Office) | 704/633-1070 (Fax)
[Visit Us Online](#)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: September 8, 2017
SUBJECT: Schedule Public Hearing for Z 08-17 for October 2, 2017

Aaron Martin is requesting the rezoning of a 1.47 acre portion of his 6.35 acre parcel referenced as part of Tax Parcel 310-099 located at 5130 US 601 Hwy. from Commercial, Business, Industrial with an accompanying Conditional Use District (**CBI-CUD**) to **CBI**.

Based on no one attending either the May or August 2017 courtesy hearings regarding Mr. Martin's two requests, a 3:00 PM public hearing would be appropriate to consider this request.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/8/2017	Exhibit
GIS Map	9/8/2017	Exhibit
Application	9/8/2017	Exhibit



Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341
Planning: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: September 7, 2017
RE: **Z 08-17**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Schedule Public Hearing for Z 08-17 for October 2, 2017

REQUEST

Aaron Martin is requesting the rezoning of a 1.47 acre portion of his 6.35 acre parcel referenced as part of Tax Parcel 310-099 located at 5130 US 601 Hwy. from Commercial, Business, Industrial with an accompanying Conditional Use District (**CBI-CUD**) to **CBI**.

BACKGROUND

On November 15, 2004, the Board of Commissioners (BoC) approved Aaron Martin's request (Z 20-04 & CUP 16-04) to rezone 3.58 acres from Rural Residential (**RR**) to **CBI-CUD** to accommodate the retail sale of primitive furniture, storage buildings, crafts, and other items. Amendments were made in 2007 and 2011 to modify the site plan and add additional uses to the district and on August 3, 2015 to restructure 2.11 acres of the district for a Dollar General store. The remaining 1.47 acre area within the CBI-CUD district is no longer used as a retail sales operation.

In May of this year, Mr. Martin submitted petition Z 04-17 requesting the rezoning of the 1.47 acre portion from **CBI-CUD** to Neighborhood Business (**NB**). While the Planning Board recommended approval at their May 22, 2017 meeting, Mr. Martin withdrew his application prior to BoC consideration on account of a sales contract falling through.

ZONING CRITERIA

1. Relationship and conformity with any plans and policies.

Plans – The Western Area Land Use Plan generally recognizes

highway businesses as “stand alone businesses” typically appropriate along NC and US Highways (other than US 29 & 70) and encouraged at existing or potential node locations. Additionally, the NB district is identified as appropriate for new or existing businesses along identified thoroughfares other than NC and US highways.

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

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

The 2004 decision recognized the 3.58 acre area as appropriate for commercial use with safeguards in place to address the amount of display area and the overall appearance, which were subsequently lifted in a 2007 expansion request. The 2011 decision allowing an automotive repair and tire facility, which did not materialize, followed by the 2015 decision to approve Dollar General further supports the CBI designation of this property.

It is apparent the residual 1.47 acre portion is no longer suitable as a Conditional District (CD), which according to section 21-61 is appropriate for firm development proposals and not speculative or transient prospects. Although the request for NB designation was recommended by the Planning Board at their May meeting, the applicant is now requesting CBI designation, which will provide even more flexibility with potential prospects and lift restrictions to use the area within the zoned boundary behind the existing structures.

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

Compatibility of uses – For comparison purposes, the below table of use excerpt provides a much generalized comparison between the CBI-CUD and CBI districts. A more detailed comparison may be found in section 21-113 of the Zoning Ordinance.

Land Use Category	CBI-CUD*	CBI
Residential	Not Allowed	Permitted
Agriculture	Not Allowed	Permitted
Mining	Not Allowed	Not Allowed
Construction	Not Allowed	Permitted
Manufacturing	Not Allowed	Most Permitted
Transportation, Communications, etc.	Not Allowed	Most Permitted
Wholesale Trade	Not Allowed	Most Permitted

Retail Trade	Furniture, Storage buildings, crafts, etc. part of original CUD	Permitted
Finance, Insurance, etc.	Not Allowed	Permitted
Services	Not Allowed	Permitted
Public Administration	Not Allowed	Permitted

* Conditional use districts are approved based on a specific site plan that typically lists a narrow set of allowable uses.

Conditions in the vicinity (see enclosed map) –

North – Properties to the north include Manpower Horsepower (4705 Cauble Rd., currently vacant), an automotive paint and body shop (5270 US 601), Pop’s convenience store (5285 US 601), a small business at 111 Henry Ln., Starship Engineering (5350 US 601), and Dollar General (5150 US 601) – All within the CBI district.

South – Concentration of residential uses fronting US 601 two of which have visible home-based businesses (5055 & 5025).

East – Large wooded acreage on several undeveloped lots along Old Wood Ln.

West – A few residential uses and the future Lifeway Church under construction (5075).

After the numerous amendments to the CUD, the only remaining conditions are as follows:

1. Observe seven (7) foot setback from edge of right-of-way;
2. Keep existing tree line behind proposed display and new buildings to screen from northern and eastern lot lines; and
3. Plant grass in areas outside display area to reduce dust.

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

Roads – DOT traffic counts from 2015 suggest this segment of US 601 receives 7,200 trips per day compared to an estimated 15,100 capacity by the 2017 Comprehensive Transportation Plan. While it is difficult to project additional trips attributed to this rezoning request without a known use, staff would assume a traffic count similar to the current zoning designation for retail use. Since the estimated capacity is largely based on pavement width and speed limit, it should only be used as basic information regarding the volume to capacity ratio rather than the single measure in assessing the road’s operational capability.

Utilities & Schools – N/A.

DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / Board of Commissioners in a rezoning

decision is “*whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.*” Additionally, the boards “*shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.*”

PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. See the below Planning Board suggested statements.

AUGUST 28, 2017 PLANNING BOARD MEETING

No one spoke at the courtesy hearing. The Planning Board voted unanimously (8-0) to approve the request based on the following statements:

STATEMENT OF REASONABLENESS & CONSISTENCY – “Z-08-17 is consistent and reasonable due to the characteristics of the surrounding properties and due its location off of US 601”.

- **For the benefit of the Commission, the below statements were adopted by the Planning Board at their May 2017 meeting for the rezoning request to NB. Staff included these statements should the Board desire to incorporate with the above statement.**

STATEMENT OF CONSISTENCY

“Z-04-17 is constant with the Rowan County Western Area Land Use Plan due to being located on a major highway, US 601, and due to other businesses being located in the proximity.”

STATEMENT OF REASONABLENESS

“Z-04-17 is reasonable in accordance with the Rowan County Western Area Land Use Plan due to the proximity to other business developed areas and its location on the major thoroughfare US 601.”

STAFF COMMENTS

This property is part a 20 acre commercially zoned area, which collectively experienced seven (7) rezoning requests

since 2003 (four [4] of which related to amending conditional districts). It is apparent this portion of property should be designated as a general zoning district either **CBI** or **NB** since the current district is no longer viable. This request would provide more flexibility to the property owner in allowing a range of small business options and allow the use of property behind the existing buildings not included in the current CUD site plan.



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

Case # Z 08-17
Date Filed 7-24-17
Received By B. Best
Amount Paid 300.00 cl # 480
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Aaron N. Martin
Signature: Aaron N. Martin
Phone: 704-798-5498 Email: tribed@aaron7@gmail.com
Address: 5130 Hwy 601 Salisbury NC 28147

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: _____
Signature: [Signature]
Phone: _____ Email: _____
Address: _____

PROPERTY DETAILS:

Tax Parcel(s): Part of 310-009 Size (sq.ft. or acres): 1.41
Property Location: 5130 Hwy 601 Salisbury NC 28147
Current Land Use: Former Furniture & Portable Buildings
Date Acquired: 09/12/03 Deed Reference: Book 987 Page 239

REQUEST DETAILS:

Existing Zoning District CBI-CUD Requested Zoning District CBI

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☐ No ☒

Site plan containing information from sec. 21-52 enclosed? Yes ☐ No ☒

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): _____

Date: _____

Name of Applicant / Agent: _____

Address: _____

Phone Number: _____

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

STATE OF _____ COUNTY OF _____

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

My commission expires _____, 20 ____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board
Courtesy Hearing: 08/28/17 3. Notifications Mailed: 08/10/17 4. Property Posted:
08/10/17 5. Planning Board Action: Approved 8 Denied 0 6. Board of Commissioners
Public Hearing: _____ / _____ / _____ 7. Notifications Mailed: _____ / _____ / _____ 8. Property Posted:
_____ / _____ / _____ 9. Dates Advertised: 1st _____ / _____ / _____ 2nd _____ / _____ / _____ 10. BOC Action: Approved
_____ Denied _____ 11. Date Applicant Notified: _____ / _____ / _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: September 8, 2017
SUBJECT: DSS Contract - Inclusive Counseling Services

Please see the attached Contract.

Please approve the attached FY 2018 Contract between the Department of Social Services and Inclusive Counseling Services for psychological evaluations and adult holistic assessments.

ATTACHMENTS:

Description	Upload Date	Type
Inclusive Counseling Services	9/8/2017	Backup Material

ROWAN COUNTY CONTRACT CONTROL FORM

Date: 8/21/2017

SECTION I - DEPARTMENT COMPLETES

Department: Social Services Account #: 1155320-533011 Amount: \$ -
Account #: 155346-533000 Amount: \$ -
Total: \$30,000 - not to exceed

Vendor name: Inclusive Counseling Services Term Dates: 7/1/2017 - 6/30/2018

Contract description: Psychological Evaluations/Adult Holistic Assessments

POC name: Crystal Bailey Phone: 704-209-4008

POC email: cbailey.ics@gamil.com

Vendor mail address: 121 West Council Street, Suite 102, Salisbury, NC 28144 Vendor #: New

☒ New contract ☐ Contract renewal Munis contract #:
☐ Amendment to contract ☒ Vendor signatures Munis BA #, if applicable:

Notes:

Department Head Initials: 24

Date: 8-24-17

SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed Y Requires Board approval (Y/N) 9/18/17
☒ Budgeted funds are available

Contract Administrator Initials: JS

Date: 9/2/17

SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

IT Director Initials:

Date:

SECTION IV - INSURANCE REVIEW

☐ Hold contract pending receipt of Certificate of Insurance ☐ Certificate attached and approved ☐ No insurance required

Risk Manager Initials:

Date:

SECTION V - LEGAL REVIEW

☐ Non-appropriation clause ☐ Indemnity clause ☐ Termination clause ☐ E-verify clause
☐ Approved as to form and sufficiency ☐ If Board approval required, sent to Department for agenda item

Attorney Initials:

Date:

SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

☐ Budgeted funds are available ☐ Contract has been pre-audited

Finance Director Initials:

Date:

SECTION VII - COUNTY MANAGER REVIEW

☐ Contract has been properly signed by all parties

County Manager Initials:

Date:

SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager. ☐ Yes ☐ No Date:

☐ Document fully executed, scanned and posted on the County website Date:

Clerk Initials:

Date:



DeeDee Wright
DSS Board Chair

Donna F. Fayko
Director

Rowan County Department of Social Services
1813 East Innes Street
Salisbury, NC 28146

Contractor Cover Sheet and Checklist

DATE: 07-18-17

TO: LISA A. BERGER/Rowan County DSS

RE: Inclusive Counseling Solutions
(Contractor/Your Agency Name)

Please find three complete contract packets including the following documents:

- ☐ Contract-General
- ☐ Attachment A-General Terms and Conditions
- ☐ Attachment B-Scope of Work
- ☐ Attachment C-Drug-Free Workplace
- ☐ Attachment D-Conflict of Interest
- ☐ Attachment E-No Overdue Tax Debts (on Contractor Letterhead)
- ☐ Attachment F-Tobacco Smoke
- ☐ Attachment G-Lobbying
- ☐ Attachment H-Debarment
- ☐ Attachment J-Transportation
- ☐ Attachment K-501(c)3
- ☐ Attachment M-State Certification
- ☐ Attachment N-Iran Divestment Act

- ☐ **THREE SIGNED ORIGINAL SETS**

Contract #**Fiscal Year Begins 07-01-17 Ends 06-30-18**

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Inclusive Counseling Solutions (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is _____ and DUNS Number (required if funding from a federal funding source).

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) *If applicable*, HIPAA Business Associate Addendum (checklist and forms)
- (11) Certification of Transportation (Attachment J)
- (12) *If applicable*, IRS federal tax exempt letter or 501 (c)(Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (13) Certain Reporting and Auditing Requirements (Attachment L)
- (14) State Certification (Attachment M)
- (15) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.**3. Effective Period:** This contract shall be effective on 07-01-17 and shall terminate on 06-30-18, This contract must be twelve months or less.**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 30,000.00. This amount consists of \$ _____ in Federal funds (CFDA # _____), \$ _____ in State Funds, \$ _____ in County funds

☐ a. There are no matching requirements from the Contractor.

☒ b. The Contractor's matching requirement is \$ _____, which shall consist of:

☐ In-kind

☐ Cash

☐ Cash and In-kind

☐ Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$30,000.00.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

- 9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Donna F. Fayko, Director	Name & Title	Donna F. Fayko, Director
County	Rowan	County	Rowan
Mailing Address	1813 E. Innes Street	Street Address	1813 E. Innes Street
City, State, Zip	Salisbury, NC 28146	City, State, Zip	Salisbury, NC 28146
Telephone	(704) 216-8330		
Fax	(704) 638-3041		
Email	Donna.Fayko@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Crystal Bailey, Clinical Director/Owner	Name & Title	Crystal Bailey, Clinical Director / Owner
Company Name	Inclusive Counseling Services	Company Name	Inclusive Counseling Services
Mailing Address	121 West Council Street, Suite 102	Street Address	121 West Counsel Street, Suite 102
City State Zip	Salisbury, North Carolina 28144	City State Zip	Salisbury, North Carolina 28144
Telephone	704-209-4008		
Fax	704-209-4603		
Email	cbaily.ics@gmail.com		

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:


Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. Specific Language Not Previously Addressed:

(can be deleted if not needed)

15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

 Signature	8/14/2017 Date
Crystal Bailey Printed Name	Clinical Director/owner Title

COUNTY

 Signature	8-24-17 Date
Donna F. Fayko Printed Name	Director Title

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

Signature of County Finance Officer	Date

Rowan County Department of Social Services/Human Services

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the 1st day of July, 2017, by and between Rowan (County Department of Social Services) ("Covered Entity") and Inclusive Counseling Solutions (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Inclusive Counseling Solutions (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Rowan County as the Rowan County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

Inclusive Counseling Solutions

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the ____ (name) ____ County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the ____ (name) County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

Inclusive Counseling Solutions

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES: _____



Date: 8/14/2017 .

Attachment A General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall 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 County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-

owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable

items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: 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 County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection

Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act

(HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work Federal Tax Id. or SSN

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Inclusive Counseling Solutions
2. *If different* from Contract Administrator Information in General Contract:
Address: 121 West Council Street, Suite 102 (Same address)
Salisbury, North Carolina 28144

Telephone Number: 704-209-4008 Fax Number: 704-209-4603

Email:

3. Name of Program (s): Inclusive Counseling Solutions
4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit
5. Contractor's Financial Reporting Year 07/01/2017 through 06/30/2018

B. Explanation of Services to be provided and to who (include SIS Service Code):

The County and the Contractor, for the consideration specified, agrees as follows:

The Contractor shall perform the services described in the Contract Documents consisting of providing psychological assessments. The contract documents consist of this Contract (Scope of Work) and Exhibit A. Where the terms of this Contract and Exhibit A are at variance, the provisions of this Contract shall prevail. This contract document constitutes the entire agreement and supersedes any other form. The Contractor shall include the Explanation of Services Provided and include the Name of the Customer: (include SIS Service Code):
Service codes to be used: 210, 215, 100, 109, and 110.

Adult Holistic Assessment, at a rate of \$225.00 per assessment

The Contractor Agrees to:

- Provide the above mentioned services to clients referred by Rowan County Department of Social Services.
- Provide the type of services at the fee authorized for each client on the referral form. Any additional needs or extension of services will require a separate referral form.
- Bill Rowan County Department of Social Services, attention Mary Sloop, no later than the 5th working day of the month following provision of service.
- Ensure that necessary releases of information have been secured at the initial visit/ appointment for the transfer of information to occur between all parties and the County.
- Provide timely, written, and/ or phone responses upon request for updates regarding a customer's status. Status Reports shall also be provided at a minimum of one time per month for ongoing services.

- Obtain information about the customer from previous providers to ensure continuity of care.
- Include/ consider the customer's past history/ patterns in said assessments.
- Forward evaluation results to the authorizing social worker within 30 days of the date of the assessment.
- Comply with the terms of the Americans with Disabilities Act and all requirements imposed by or pursuant to the regulations issued pursuant to that Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal Funds.
- Comply with Title VI and VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued pursuant to the Title.
- Be on standby when subpoenaed by the court with the understanding that the contractor will arrive to court no later than 30 minutes when called upon.
- Appear in Court when subpoenaed and be prepared to testify and bring all documentation/ records/ notes as requested in the subpoena. The District court will consider issuing a show cause order in the event that a contractor does not adhere to the court's subpoena.
- Amend or terminate this agreement upon mutual agreement of both parties; or terminated by either party upon thirty (30) days prior notice in writing to the other party, except that violations of State law or of established standards concerning provision of the services may result in termination of the agreement without (30) days prior notice.
- Avoid submitting reimbursable expenses without the prior written approval of the County and the issuance of a purchase order detailing the specific expenses expected to be incurred by the Contractor and their estimated amount.
- Comply with the Immigration Reform and Control Act of 1986. The Contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- Maintain financial records and other records as may be prescribed by the County or by applicable Federal and State laws, rules and regulations. The Contractor shall retain these records for a period of five (5) years after final payment, or be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the County, its designees, or other authorized bodies.
- Save, defend, hold harmless and indemnify the County all of its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability and exposure, however caused – resulting from, arising out of, or in any way connected with the Contractor's negligent performance or non-performance of the terms of the contract.

- Not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the county.
- Comply with applicable Federal, State and Local laws and regulations.
- Comply with audit requirements as described in N.C.G.S. § 143C-6-23 and OMB Circular A-133.

The County Agrees:

- To determine the clients' eligibility for any Federal, State, or other funds which may help to meet the cost of the services performed under this contract.
- To provide background information and on-going case updates. This shall include any information that will be beneficial to the provision of services with the client.
- To notify the contractor concerning the eligibility of each individual for the services, the period of time for which services are authorized, and any changes in the individual's eligibility status. This will occur through a written referral form.
- Will provide advance notice to persons being subpoenaed at least one week in advance if at all possible.
- Enforce consequences with vendors/ contractors not compliant with the above contractor's bulleted items (i.e. Refer to C3 below-performance based budgeting yielding in a penalty/ deduction).
- Submit payment to the Contractor within thirty days after receipt of invoices as long as the expected services were performed to the satisfaction of the County.

D. Number of units to be provided: A unit of service will be defined as a single assessment, single session per client, or one hour of consultation/review/training.

E. Details of Billing process and Time Frames: Work under this Contract will commence on July 1, 2017 and will be completed no later than June 30, 2018 (Contract Term), subject to any modifications provided for in the Contract Documents. No work shall be deemed complete until it is accepted by the County's Contract Manager (Project Officer).

Inclusive Counseling Solutions will bill Rowan County Department of Social Services. Bills will be forwarded to Mary Sloop at Rowan County Department of Social Services.

F. Area to be served/Delivery site(s): Services will be provided at **Inclusive Counseling Solutions** –add address or in an agreed upon location that best serves the identified client.


(Signature of County Authorized Person)

8-24-17
(Date Submitted)


(Signature of Contractor)

8/14/2017
(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Rowan County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 121 West Council Street, Suite 102
(Street address)

Salisbury, North Carolina 28144
(City, county, state, zip code)

2.
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment
45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.


Signature


Title

Inclusive Counseling Solutions
Agency/Organization

8/14/2017
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

Inclusive Counseling Solutions

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Inclusive Counseling Solutions

Name of Organization

Crystal Bailey

Signature of Organization Official

8/14/2017

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Rowan

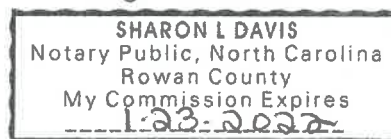
I, Sharon L Davis, Notary Public for said County and State, certify that

Crystal Bailey personally appeared before me this day and acknowledged

that he/she is Owner/Clinical Dir of Inclusive Counseling Solutions LLC [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 14 day of August, 2017.

Sworn to and subscribed before me this 14 day of August, 17.





(Official Seal)

Notary Public

My Commission expires 1-23-2022, 20__

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Rowan County Department of Social Services/Human Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.



Signature



Title

Inclusive Counseling Solutions
Agency/Organization8/14/2017
Date

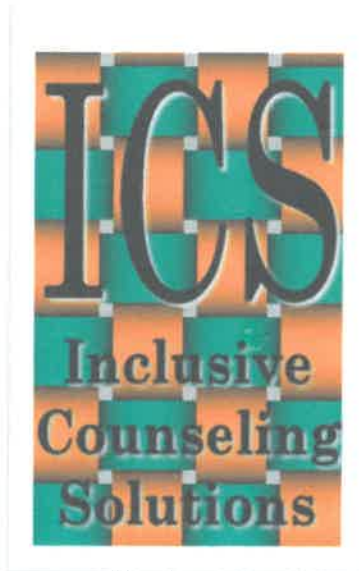
(Certification signature should be same as Contract signature.)

Attachment E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Your Agency Logo should be copied and pasted in this area.



To: County Department of Social Services/Human Services

Certification:

We certify that the Inclusive Counseling Solutions does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Crystal Bailey being duly sworn, say that I am the Owner/Clinical Director respectively, of Inclusive Counseling Solutions in the State of North Carolina and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

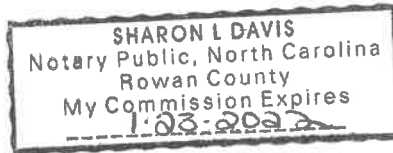
Vice Present

Sworn to and subscribed before me on the day of the date of said certification.

Attachment E – No Overdue Tax Debts

Sharon L Davis
(Notary Signature and Seal)

My Commission Expires: 1-23-2022



¹ G.S. 105-243.1 defines: Overdue tax debt. -- Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Attachment G

Rowan County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

Inclusive Counseling Solutions

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A: **Paragraph B.**

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Inclusive Counseling Solutions

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

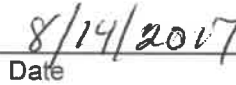


Signature



Title

Inclusive Counseling Solutions
Agency/Organization



Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to, which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


Signature


Title

Inclusive Counseling Solutions
Agency/Organization

8/14/2017
Date

(Certification signature should be same as Contract signature.)

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Inclusive Counseling Solutions Contract Number: _____ Date: 07-01-17

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Select allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<div> <input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Special Population </div> <p>Assessments</p> <div> <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance </div> <p>Contract Analysis</p> <div> <input type="checkbox"/> Central Office </div> <p>Supervision</p> <div> <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing </div>	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized.</p> <p>NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:
<http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) **Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g)**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute §153A-99.1., which states in part as follows:

Counties Must Use E-Verify. - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]



Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; **or**

- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (3) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Inclusive Counseling Solutions

Contractor's Name

Signature of Contractor's Authorized Agent

Date

Printed Name of Contractor's Authorized Agent

Title

Signature of Witness

Title

Printed Name of Witness

Date


The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: Inclusive Counseling Solutions

By: <u></u> Signature	<u>8/14/2017</u> Date
<u>Crystal Bailey</u> Printed Name	<u>Clinical Director/Owner</u> Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Reviser of Statutes.

CONTRACT PROVIDER NAME: _____ Inclusive Counseling Solutions

CONTRACT NUMBER: _____

CONTRACT PERIOD: _____ 07-01-17 to 06-30-18

PROVIDER'S FISCAL YEAR: _____

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

☐ FINANCIAL ASSISTANCE

☒ PURCHASE SERVICE


Signature of Authorized Programmatic Individual

8/14/2017
DATE

Signature of Authorized Administrative Individual

DATE

Certificate of Insurance (Proof of Coverage) Date Issued: 08/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
Crystal M Bailey 1308 Hillsboro Street Salisbury, NC 28144	Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com Underwritten By: Philadelphia Indemnity Insurance Company
*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.	

Coverage		
Policy #: E202148	Effective Date: 02/27/2017	Expiration Date: 02/27/2018

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

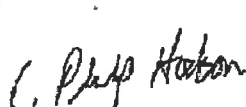
Limits of Liability		Coverage Part
EACH OCCURRENCE (Per individual claim)	AGGREGATE (Total amount per policy year)	
\$1,000,000	\$3,000,000	Professional Liability
\$1,000,000	\$3,000,000	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000	\$3,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

Description/Special Provisions:

General Liability Insured Location(s):

121 W. Council St. Salisbury, NC 28144

Certificate Holder	Cancellation
Inclusive Counseling Solutions 121 W. Council Street Suite 102 Salisbury, NC 28144	Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Holder has also been added to the policy as an additional insured:** [Yes/No <u>X</u>]	
**If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	Authorized Representative C. Philip Hodson

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

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: September 8, 2017
SUBJECT: Health Department Agreement - Carolina Women's Health

Please see the attached Agreement.

Please approve the attached FY 2018 Agreement between the Health Department and Carolina Women's Health Associates for medical care for Prenatal Clinic clients.

ATTACHMENTS:

Description	Upload Date	Type
Carolina Women's Health	9/8/2017	Backup Material

ROWAN COUNTY CONTRACT CONTROL FORM
Date: 7-26-17
SECTION I - DEPARTMENT COMPLETES

Department: Health Account #: 1155255 532040 Amount: \$ 107,474.00
 Account #: _____ Amount: \$ -
 Total: \$ 107,474.00
 Vendor name: Carolina Women's Health Term Dates: July 1, 2017 - June 30, 2108
 Contract description: Medical care for Prenatal Clinic clients (OB/GYN physician group)
 POC name: Suzette Biskey, Practice Manager Phone: (704) 603-1001
 POC email: smbiskey@novanthealth.org
 Vendor mail address: 911 W. Henderson Street, Suite 300, Salisbury, NC 28144 Vendor #: 1715
 _____ New contract X Contract renewal Munis contract #: NA
 _____ Amendment to contract _____ Vendor signatures Munis BA #, if applicable: NA
 Notes: _____

 Department Head Initials: no

 Date: 7/26/17
SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed Y Requires Board approval (Y/N) *Signed copy by Dept Head Rec'd 8/28/17*
☒ Budgeted funds are available
 Contract Administrator Initials: SS Date: 8/28/17

SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

This document has been reviewed and approved by the IT Director as to technical content.

 IT Director Initials: NH

Date: _____

SECTION IV - INSURANCE REVIEW

_____ Hold contract pending receipt of Certificate of Insurance ☒ Certificate attached and approved _____ No insurance required
 Risk Manager Initials: NC Date: 8/29/17

SECTION V - LEGAL REVIEW

☒ Non-appropriation clause ☒ Indemnity clause 90/V Termination clause N/A E-verify clause
☒ Approved as to form and sufficiency _____ If Board approval required, sent to Department for agenda item
 Attorney Initials: JMB Date: 8/30/2017

SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

_____ Budgeted funds are available _____ Contract has been pre-audited
 Finance Director Initials: _____ Date: _____

SECTION VII - COUNTY MANAGER REVIEW

_____ Contract has been properly signed by all parties
 County Manager Initials: _____ Date: _____

SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

This document has been reviewed and approved by the Board of Commissioners and/or County Manager.

_____ Yes _____ No Date: _____

_____ Document fully executed, scanned and posted on the County website

Date: _____

Clerk Initials: _____

Date: _____

**CONTRACT AGREEMENT
BETWEEN
ROWAN COUNTY HEALTH DEPARTMENT
AND
NOVANT MEDICAL GROUP, Inc., (NMG) d/b/a/
CAROLINA WOMEN'S HEALTH ASSOCIATES**

This agreement recognizes that the provisions of prenatal care for indigent women in Rowan County shall be a cooperative effort between the Rowan County Health Department and Novant Health Medical Group, Inc. d/b/a Carolina Women's Health Associates. This specific agreement is between the Rowan County Health Department, hereinafter referred to as the Health Department, and Novant Medical Group, Inc. (NMG), d/b/a/ Carolina Women's Health Associates, hereinafter referred to as CWH.

I. The Health Department agrees to:

- A. Assume the responsibility for the management of the prenatal clinic, which will be held at the Rowan County Health Department 1811 E. Innes Street, Salisbury, NC and coordinate the daily operation of the prenatal program.
- B. Provide adequate personnel, equipment and supplies needed to operate the clinic.
- C. Provide pregnancy care management services. Encourage client attendance at prenatal education, Lamaze, parenting classes, WIC and other related services to improve pregnancy outcome.
- D. Provide prenatal care for all indigent clients who reside in Rowan County and present themselves at the Rowan County Health Department prenatal clinic. Clients with Medicaid or other insurance covering prenatal, intrapartum and postpartum care may be accepted regardless of residency.
- E. Develop and maintain a current prenatal record for each prenatal client for use by the hospital of delivery. The Health Department will provide Novant Health Rowan Medical Center with updates of client records after each clinic.
- F. Screen prenatal clients presenting with problems between clinics and refer to physician on call or the emergency room as indicated.
- G. Reimburse CWH at the rate of \$223 per hour for time spent in the prenatal clinic, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time in clinic or remote Patagonia chart review/sign off. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each month. The Health Department shall pay CWH within thirty (30) days of receipt of the time sheets.
- H. The Health Department will not be financially responsible for any client visits outside the established prenatal clinic hours or for labor and delivery costs. The provider may bill Medicaid, insurance or the client for these costs.
- I. Make client's payor source information available to prenatal care providers, with the client's consent.
- J. Maintain adequate liability insurance to cover the actions of its employees.
- M. Negotiate with prenatal care provider to establish mutually agreeable clinic time schedules.

II. CWH agrees to:

- A. Provide prenatal care utilizing physicians, certified nurse midwife, or certified OB nurse practitioner for clients served at the Rowan County Health Department prenatal clinic. The clinic will be held at the Health Department at 1811 E. Innes Street, Salisbury, NC.
- B. Provide or order ultrasounds as the physician requires. Provide interpretation of NST's and other screening/testing during established prenatal clinic hours.
- C. Provide consultation and advice to nursing personnel working in the prenatal clinic.
- D. Bill client and/or third party insurance for services provided outside the established prenatal clinic hours.
- E. Maintain records and reports in accordance with good medical practice as directed and approved by the hospital where the physician is privileged.
- F. Designate a physician to serve as medical advisor for the prenatal program and sign prenatal clinic standing orders as needed.
- G. Abide by ACOG/AAP guidelines.
- H. Provide services in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, and the current Privacy and Security regulations promulgated under the same (collectively). The Business Associate may have access to protected health information (PHI) in fulfilling the responsibilities defined in this contract.
- I. Ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws, contractors with Rowan County Health Department shall not discriminate against national origin as it affects persons with limited English proficiency.
- J. Accept the rate of \$223 per hour for time spent in the prenatal clinic and/or remote chart review, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each month.
- K. Provide the contracted physicians' and nurse practitioner's (if nurse practitioner has NPI) NPI and taxonomy codes for use by the Health Department in the provision of treatment, payment/billing transactions and health care operations; referrals to other health care providers; and medical record and financial auditing functions.

III. Independent Contractor:

Carolina Women's Health Associates shall be considered independent contractors and shall not be considered employees of the Health Department.

Each party shall provide professional liability insurance in an amount not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate that will cover its employees or contractors who perform services pursuant to this Agreement. Each party shall provide the others with proof of the foregoing self-insurance or insurance coverage upon request.

If such professional liability policy is maintained on a "claims-made" basis, such

insurance shall continue through the term of Agreement: upon the termination of the Agreement, or the expiration or cancellation of the insurance, the party shall purchase at its own expense, or arrange for the purchase of either (1) an extended reporting endorsement ("Tail Coverage") for the maximum period that may be purchased from insurer (ii) "Prior Acts" coverage from the new insurer with a retroactive date on or prior to the date of this Agreement, including any previous agreement for these services between the parties or a predecessor entity, or (iii) maintain continuous coverage with the same carrier for the period of the statute of limitations for personal injury.

IV. Indemnification:

Rowan County Health Department agrees to protect, defend, indemnify, and hold Carolina Women's Health Associates and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the Health Department and/or its employees.

Carolina Women's Health Associates agrees to protect, defend, indemnify, and hold Rowan County Health Department and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the practice and/or its employees.

V. Effective Dates:

This agreement shall be effective July 1, 2017 through June 30, 2018 and will be reviewed for renewal 90 days prior to the expiration of this agreement. This agreement shall be terminated immediately for an individual practitioner who does not maintain the insurance specified in Section III of this agreement. One or all of the parties may terminate this contract at any time by giving 90 days written notice of intention to the other party. This contract may be immediately terminated upon consent of all parties.

VI. Compliance with Statutes and Regulations:

All Parties to this agreement will operate in accordance with currently approved methods and standards of practice in the North Carolina Medical Practice Act., suggested Guidelines for Medical Practice, the Code of Ethics of the American Medical Association, guidelines of Department of Health and Human Resources, and the Health Department. The duties, responsibilities and the service shall be subject to all conditions of the Health Department, which are filed in the office of the Rowan County Health Department.

VII. Change in Agreement:

This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, and understandings relating to the subject matter hereof. The agreement may not be changed or terminated except as provided herein, and no waiver

of compliance with any provision or condition thereof with consent provided for herein shall be effective unless evidenced by an instrument in writing duly exercised by the parties hereto. This agreement may be amended by written consent of both parties, and all amendments shall be attached to this agreement and made a part thereof

VIII. Binding Agreement:

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this agreement may not be assigned by either party without the prior written consent of the other party.

IX. Non-appropriation Clause:

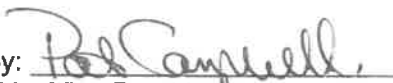
Contractor acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Contractor of such limitation or change in Rowan County's legal authority.

X. Signatures:

IN WITNESS THEREOF, NMG and the Health Department have duly executed this agreement to be effective July 1, 2017.

By: 
Title: Nina Oliver, Health Director
Rowan County Health Department

By: 
Title: Vice President
Novant Medical Group, Inc.

Date: 7-24-2017

Date: 7-5-2017

This instrument has been pre-audited in the manner required by the local Governmental Budget and Fiscal Control act.

By: _____ Date: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: September 11, 2017
SUBJECT: State Employees Credit Union ATM Lease

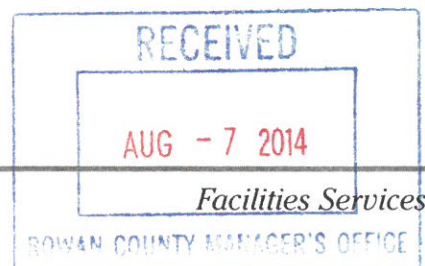
The State Employees Credit Union (SECU) currently has an ATM in the parking lot at the West End Plaza. According to their attached proposal, the ATM has been at the site since December 1997.

The SECU's current lease (attached) is under its last renewal option, which will expire October 31, 2017. The SECU has submitted a proposal with new terms and lease amounts, as well as a draft lease.

ATTACHMENTS:

Description	Upload Date	Type
Current Lease	9/11/2017	Cover Memo
SECU Proposed Lease Rates/Terms	9/11/2017	Cover Memo
ATM Proposed Lease	9/11/2017	Cover Memo

State Employees' Credit Union®



July 30, 2014

FYI

County of Rowan
Attn: Lisa Bevis
130 W. Innes Street
Salisbury, NC 28144

**RE: ATM – Salisbury Mall - ATM B2SA
Serviced by Branch # 35 Salisbury**

Dear Ms. Bevis:

Please be advised that the State Employees' Credit Union wishes to exercise our **last three year renewal option** on the above referenced ATM location. In accordance with the terms of the original lease agreement, the monthly rental payments **will increase to \$541.00 for the lease term beginning 11/1/2014 and ends 10/31/2017.**

Thank you.

Sincerely,



Peggy Mills
Facilities Administration

Cc: Andrew Griffin, SVP - # 31 Statesville
Donna Seaford, VP - # 35 Salisbury



Recycled
Paper

1000 Wade Avenue Post Office Box 26807 Raleigh, NC 27611-6807 919 856-3340 Fax 919 743-6090

www.ncsecu.org

"Equal Employment/Affirmative Action Employer, M/F"



121 WEST TRADE STREET, 27TH FLOOR
CHARLOTTE, NC 28202-5399

704/972-2500
Fax: 704/972-2698
www.faison.com

September 7, 2011

Via Certified Mail

Ms. Peggy Mills
Facilities Services
State Employee's Credit Union
PO Box 26807
Raleigh, NC 27611-6807

Re: ATM - Salisbury Mall - B2SA
Serviced by Branch #35 Salisbury

Dear Ms. Mills:

We received your letter dated August 19, 2011 exercising your option to **renew the term of the lease** for the above referenced ATM location. Please be aware that the tenant was to exercise this option by August 3, 2011, thus your letter was late. The landlord, however, accepts your letter exercising the option.

We look forward to your continued tenancy at Salisbury Mall.

Very truly yours,

A handwritten signature in black ink, appearing to read "Elizabeth M. Speed".

Elizabeth M. Speed

Director - Lease Administration

CC: Brian Holmes
Ken McCoy
Sid Welch
Justin Schad

State Employees' Credit Union®

Facilities Services

August 19, 2011

Via CERTIFIED MAIL and RRR

CSFB Mortgage Securities Corp. Comm Mtg. P/T Series 2007-C5 REMIC 1
C/O Faison & Associates
121 West Trade Street, 27th Floor
Charlotte, NC 28202-5399

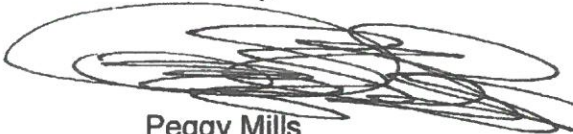
RE: ATM – Salisbury Mall – B2SA
Serviced by: Branch # 35 Salisbury

Dear Sirs:

Please be advised that the State Employees' Credit Union wishes to exercise our first three-year renewal option on the above referenced ATM location. In accordance with the terms of the original lease agreement, monthly rental payments will increase to \$503.00, for the lease term beginning 11/1/2011 and ending 10/31/2014.

Thank you.

Sincerely,



Peggy Mills
Facilities Services

cc: Andy High – SVP # 31 - Statesville



1000 Wade Avenue Post Office Box 26807 Raleigh, NC 27611-6807 919 856-3340 Fax 919 743-6090

www.ncsecu.org

"Equal Employment/Affirmative Action Employer, M/F"

State Employees' Credit Union

September 3, 2008

Salisbury Mall Associates, LLC
SAMCO Properties, Inc.
455 Fairview Dr. Suite 101
Deerfield Beach, FL 33441

RE: Salisbury Mall ATM Lease

Dear Mr. Sam Spiegel:

Enclosed please find the original lease renewal agreement and two copies for the above referenced ATM. Please have all three copies signed and keep one for your records. Please forward the original and the remaining copy in the enclosed envelope.

The lease reflects the new amounts we discussed over the phone. SECU will begin paying \$465.00 per month effective 11/01/08 with two 3 year options that allows for \$503.00 per month for the first option effective 11/01/11 and \$541.00 per month for the second option effective 11/01/14. Thank you for your assistance with this matter. Should you have any questions please do not hesitate to contact me at 704-633-7005.

Sincerely,



Donna Seaford
Vice President/ City Executive

Enclosure

/cp

NORTH CAROLINA:

ROWAN COUNTY:

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this TWENTY SIXTH day of, AUGUST, 2008, by and between, SALISBURY MALL ASSOCIATES, LLC, a North Carolina corporation, hereinafter referred to as "Lessor"; and STATE EMPLOYEES' CREDIT UNION, a North Carolina corporation, hereinafter referred to as "Lessee";

WITNESSETH:

That subject to the terms and conditions hereinafter set out, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located, 1935 JAKE ALEXANDER BLVD., WEST, SALISBURY, County of ROWAN, State of North Carolina.

The terms and conditions of this Lease are as follows:

- 1) The term of this Lease shall be for a period of THREE (3) years beginning on the FIRST day of, NOVEMBER, 2008, and ending on the LAST day of OCTOBER, 2011, unless extended or terminated under the other provisions of this Lease.
- 2) As rental for said premises, Lessee shall pay to Lessor, at the address noted below, and without notice or demand therefore, the sum of FOUR HUNDRED SIXTY FIVE Dollars (\$465.00) per month, payable monthly in advance on the first day of each calendar month. Rental payments shall be made to SALISBURY MALL ASSOCIATES, LLC, SAMCO PROPERTIES, INC. 455 FAIRVIEW DR., SUITE 101, DEERFIELD BEACH, FL. 33441.
- 3) Lessee shall use and occupy the premises for the purpose of maintaining a kiosk ATM, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- 4) It is understood and agreed that Lessee shall be responsible for construction of the ATM and for the upkeep, repair, and maintenance of said structure during the term of this Lease or any extension hereof. At the expiration of the term of this Lease, or the prior termination of said Lease as herein provided, Lessee shall be responsible for removing said ATM from the premises and restoring the premises to their present condition.
- 5) During the term of this Lease, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with maximum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the demised premises together with the equipment in said building insured against loss or damage by fire or other casualties.
- 6) Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful or ultrahazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.

- 7) Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the premises by Lessee.
- 8) If the premises are wholly or partially destroyed by fire or other casualty, rental shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume.
- 9) If the whole of the premises, or such portion thereof as will make the premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, water, sewer, and telephone services.
- 11) Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence, misconduct or breach of any provision of this Lease Agreement by Lessee, its agents, employees or invitees.
- 12) Lessor hereby grants unto Lessee the option to extend the term of this Lease for an additional TWO-THREE year periods commencing at the expiration of the primary term hereof at a monthly rental of FIVE HUNDRED THREE DOLLARS (\$503.00) FOR THE FIRST RENEWAL PERIOD AND FIVE HUNDRED FORTY ONE DOLLARS (\$541.00) FOR THE SECOND RENEWAL PERIOD; ALL payable monthly on or before the first day of each calendar month, provided Lessee shall provide to Lessor at least ninety (90) days prior to the expiration of the primary term written notice of its intention to extend.
- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for ten (10) days, Lessor may, at its option, at any time during such default, declare this Lease terminated and canceled and take possession of said premises, and require the Lessee to remove the structure from the premises and restore the premises to their former condition.
- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

SALISBURY MALL ASSOCIATES, LLC
SAMCO PROPERTIES, INC.
455 FAIRVIEW DRIVE, SUITE 101
DEERFIELD BEACH, FL 33441

and to Lessee at:

State Employees' Credit Union
P. O. Box 27665
Raleigh, N. C. 27611

- 16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- 17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18) This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 19) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

THIS PORTION INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:
SALISBURY MALL ASSOCIATES, LLC

BY: [Signature]
PRESIDENT

ATTEST:

[Signature]
SECRETARY



LESSEE:
STATE EMPLOYEES' CREDIT UNION
BY: [Signature]
SENIOR VICE-PRESIDENT, FACILITIES SERV.

ATTEST:

[Signature]
ASSISTANT CORPORATE SECRETARY

NORTH CAROLINA:
WAKE COUNTY:

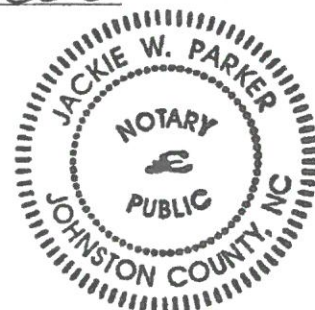
This the 27th day of August, 2008, before me, Jackie W. Parker
a Notary Public, personally came Patty Munns, who, being duly sworn, says that she is Senior Vice-President, Facilities Services of STATE EMPLOYEES' CREDIT UNION and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by her in behalf of the said corporation by its authority duly given and the Senior Vice-President, Facilities Services acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 27th day of August, 2008.

Jackie W. Parker
Jackie W. Parker
NOTARY PUBLIC

My Commission Expires:

Oct. 28, 2009



State Employees' Credit Union



Salisbury Branch

September 1, 2017

Attn: Carolyn Barger
130 W. Innes St.
Salisbury, NC 28144

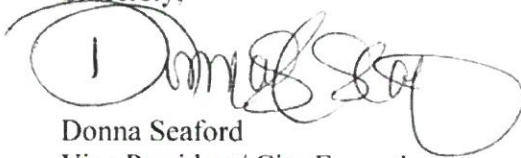
RE: Salisbury Mall ATM Lease Proposal
Landlord: County of Rowan

Dear Sirs and Madams:

We would like to propose an option for renewal of our lease agreement for the above referenced ATM. Our current lease expires October 31, 2017. The credit union is currently paying monthly payments of \$541.00.

The proposed amount SECU will begin paying is \$550.00 per month, with two 5-year options at \$575.00 for the first renewal and \$600.00 for the second. This machine has been at this site since December 1997 and offers no surcharge for usage. This ATM is very active and the location promises to be a continued benefit for our community. We hope you consider renewing the lease and continuing this service. Thank you for your assistance with this matter. Should you have any questions please do not hesitate to contact me at 704-633-7005.

Sincerely,



Donna Seaford
Vice President/ City Executive

Enclosure

/cp

NORTH CAROLINA:

COUNTY:

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this day of, , 20 by and between, , a North Carolina corporation, hereinafter referred to as "Lessor"; and STATE EMPLOYEES' CREDIT UNION, a North Carolina corporation, hereinafter referred to as "Lessee";

WITNESSETH:

That subject to the terms and conditions hereinafter set out, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located, , County of , State of North Carolina.

The terms and conditions of this Lease are as follows:

- 1) The term of this Lease shall be for a period of () years beginning on the FIRST day of, , and ending on the LAST day of , , unless extended or terminated under the other provisions of this Lease.
- 2) As rental for said premises, Lessee shall pay to Lessor, at the address noted below, and without notice or demand therefore, the sum of Dollars (\$) per month, payable monthly in advance on the first day of each calendar month. Rental payments shall be made to .
- 3) Lessee shall use and occupy the premises for the purpose of maintaining a kiosk ATM, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- 4) Lessor shall be responsible for the repair and maintenance of the parking lot of the described property (collectively, the "Leased Premises") of reasonable wear and tear, potholes, landscaping and the surrounding area of the said ATM located on the "Leased Premises". Upon the written request of Lessee as to any repairs or maintenance and if Lessor fails to perform any repairs or maintenance required of Lessee hereunder then, after Lessee gives Lessor written notice and thirty (30) days to cure (or a reasonable time thereafter if such repairs or maintenance cannot reasonably be completed in thirty (30) days and repairs or maintenance are commenced within such period and thereafter diligently pursued to completion), Lessee has the option to provide a thirty (30) day written notice of its intent to terminate this Lease Agreement. Lessor and Lessee shall share the responsibility of maintaining the surrounding area in close proximity of the said ATM. Lessee shall be responsible for the construction of the said ATM, upkeep, repair, and maintenance of said structure during the term of this Lease or any extension hereof. At the expiration of the term of this Lease, or the prior termination of said Lease as herein provided, Lessee shall be responsible for removing said ATM from the premises and restoring the premises to its present condition.
- 5) During the term of this Lease, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the demised

premises together with the equipment in said building insured against loss or damage by fire or other casualties.

- 6) Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful or ultrahazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.
- 7) Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the premises by Lessee.
- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide written notice to Lessor of its intent to terminate this Lease Agreement. Upon such termination Lessee shall diligently repair the Leased Premises to its original condition prior to the installation of the ATM. After the Leased Premises are repaired, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the premises, or such portion thereof as will make the premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, water, sewer, and telephone services.
- 11) Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence, misconduct or breach of any provision of this Lease Agreement by Lessee, its agents, employees or invitees.
- 12) Lessor hereby grants unto Lessee the option to extend the term of this Lease for an additional - year period commencing at the expiration of the primary term hereof at a monthly rental of (\$) per month payable monthly on or before the first day of each calendar month, provided Lessee shall provide to Lessor at least ninety (90) days prior to the expiration of the primary term written notice of its intention to extend.
- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for ten (10) days, Lessor may, at its option, at any time during such default, declare this Lease terminated and canceled and take possession of said premises, and require the Lessee to remove the structure from the premises and restore the premises to their former condition.

- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

and to Lessee at:

State Employees' Credit Union
P. O. Box 26807
Raleigh, N. C. 27611

- 16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- 17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18) This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 19) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

THIS PORTION INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:

BY: _____
PRESIDENT

ATTEST:

SECRETARY

LESSEE:
STATE EMPLOYEES' CREDIT UNION

BY: _____
SENIOR VICE-PRESIDENT, FACILITIES SERV.

ATTEST:

ASSISTANT CORPORATE SECRETARY

NORTH CAROLINA:
WAKE COUNTY:

This the _____ day of _____, 2017, before me, _____, a Notary Public, personally came Karen High, who, being duly sworn, says that she is Senior Vice-President, Facilities Services of STATE EMPLOYEES' CREDIT UNION and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by her in behalf of the said corporation by its authority duly given and the Senior Vice-President, Facilities Services acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

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: September 11, 2017
SUBJECT: Purchase Utility Tractor and Two Gators for Parks

Please see attached information.

Please approve attached information.

ATTACHMENTS:

Description	Upload Date	Type
Purchase Utility Tractor and Two Gators for Parks	9/11/2017	Backup Material

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



James M. Howden, CPA
Assistant Finance Director

Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

Memorandum

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

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

Re: Approval to Purchase Utility Tractor and Two Gators for Parks

Date: September 8, 2017

In accordance with G.S. 143-129(g), a notice of waiver of competitive bidding was advertised in the Salisbury Post and posted on the County's website on September 8, 2017 for the purchase of a John Deere Utility Tractor and two John Deere Gators for the Rowan County Parks & Recreation Department. G.S. 143-129(g) allows the County to piggyback off of a contract with the State of North Carolina if the County will receive the same, or better, price. James River Equipment, the local John Deere Dealer, has agreed to extend to Rowan County the same price and terms as set forth in their contract with the State of North Carolina dated September 1, 2015 through August 31, 2018.

Attached is a copy of State Term Contract 515B for grounds maintenance equipment. Also attached are quotes from James River Equipment for a John Deere 5045E Utility Tractor and two John Deere Gators. The purchase price of the tractor is \$40,435, and the purchase price of the two Gators is \$18,794. The total purchase price for all three pieces of equipment is \$59,229. Pricing for the equipment came in \$3,784 above the budgeted amount. Also attached is the associated budget amendment to cover the increase in price.

Staff's Recommendation: The Finance Department and the Facilities Management & Parks Department recommend piggybacking off of State Contract 515B to purchase a John Deere 5045E Utility Tractor, with loader and backhoe, and two John Deere Gators from James River Equipment at a cost not to exceed \$59,229, and approving the associated budget amendment.



Statewide Term Contract 515B – Grounds Maintenance Equipment

Bid Number	201500646
Contract Name	Grounds Maintenance Equipment
Effective Dates	September 1, 2015 to August 31, 2018
Special Notes	<p>Users of this contract are to contact Multiple Vendors for Best Value including but not limited to:</p> <ol style="list-style-type: none"> 1. Pricing 2. Delivery 3. Warranty 4. Service Locations 5. Available Options/Features/Attachments 6. Other issues important to your organization
Awarded Vendor(s), Contacts and Manufacturer's Line Represented	<ol style="list-style-type: none"> 1. Alamo Group (TX) Inc. – (800) 882-5762 or (830) 372-9594 – (830) 379-0864 Fax Brian Dunleavy Manufacturers - Alamo 2. Ariens Company– (888) 927-4367 or (334) 477-1952 – (920) 756-5166 Fax David Ramirez Manufacturers – Ariens & Gravely 3. Blade Equipment – (800) 736-5060 or (919) 989-6660 – (919) 989-6456 Fax Daniel Deriscavage Manufacturers – Ventrac 4. Bobcat Company – (800) 965-4232 or (701) 241-8700 – (701) 280-7860 Fax Randy Fuss Manufacturers – Bobcat 5. CNH America LLC – (877) 269-0114 or (717) 917-6309 – (877) 764-1369 Fax Ryan Anderson Manufacturers – New Holland 6. Deere & Company – (800) 358-5010 or (919) 804-2831 – (919) 804-2816 Fax Judy Bess Manufacturers – John Deere 7. Husqvarna Group USA – (800) 487-5951 or (980) 207-8549 – (919) 869-2566 Chris Mattia Manufacturers – Husqvarna 8. Hustler Turf Equipment – (620) 327-4911 – (630) 323-5118 Fax Brian O'Donnell Manufacturers – Hustler Turf

9. **James River Equipment Carolina LLC**
(800) 632-0376 or (336) 668-2762 – (336) 668-3714 Fax
[Barry Neel](#)
Manufacturers – Diamond Mowers
10. **JFS Power Equipment, Inc.** – (252) 235-2311 – (252) 235-9826 Fax
[Leigh Ann Thorne](#)
Manufacturers – Snapper Pro
11. **Moridge Manufacturing, Inc.** – (620) 345-8621 – (316) 462-0593 Fax
[Brent Dobson](#)
Manufacturers – Grasshopper
12. **Quality Equipment LLC** – (919) 346-5410 – (919) 346-5418 Fax
[Jonathan Lee](#)
Manufacturers – Stihl
13. **Quality Mower & Saw Equip., Inc.**
(800) 422-0419 or (919) 596-9468 – (919) 596-1671 Fax
[Hal Pate](#)
Manufacturers – Exmark, Husqvarna, Polaris, & Ryan
14. **Smith Turf & Irrigation, LLC**
(800) 932-8676 or (704) 909-3454 – (704) 398-1428 Fax
[Jay Floyd](#)
Manufacturers – Toro
15. **Terrain King Corporation** – (800) 882-5756 or (830) 372-9594 – (800) 882-5758 Fax
[Chuck Pavliska](#)
Manufacturers – Terrain King
16. **Tri-State Pump & Controls Inc.**
(800) 882-5762 or (864) 843-8100 – (864) 843-6373 Fax
[Tripp Cobb](#)
Manufacturers – SmithCo & TurfCo
17. **Turf Equipment & Supply, Co.** – (866) 641-8686 – (828) 883-2426 Fax
[Chrissy Hale](#)
Manufacturers – Toro

Contract Covers

The following categories include commercial/economy equipment lines, accessories, feature, and options based off a percentage off Manufacturer's Suggested Retail Price plus volume discounts off multiple units.

1. **Walk Behind Products/Equipment**
Non-Riding Type, Walk Behind, Self-Propelled Walk Behind, Push Type Brush Cutter, Hydro Walk Behind Mowers, Front & Rear Tire Tillers, Gang Pull Type, Reel, and Flail Type
2. **Mowers & Lawn/Garden Tractors**
Lawn Tractors, Lawn & Garden Tractors, Commercial Walk-Behind Mowers, Zero-Turn Radius Mowers, and Front Mowers, Riding Type with Seat, Heavy Duty, Rotary Type Riding Mowers, Front Mounted Riding Type, Zero Turn Radius Type, Stander Type, 3 Wheel Rider Type, All Terrain, Slope Mowers, Gang Mowers

	<ol style="list-style-type: none"> 3. Hand Held Equipment Trimmers, Brush Cutters, Hedge Trimmers, Edgers, Pole Saws, Power Blowers (Hand Held and Back Pack Types), Earth Auger Drills, Chain Saws 4. Hand Held Equipment (Other) Walk Behind & Pull Type Aerators, Pluggers, Seeders, Turf Rollers, Spreaders, Etc. 5. Tractors Compact Utility Tractors, Utility Tractors and Agricultural Tractors 6. Utility Vehicles Utility Vehicles (UTVs), All-Terrain Vehicles (ATV) i.e. Gators, Rangers, etc. 7. Golf & Turf Equipment Greens Mowers, Fairway Mowers, Rough, Trim & Surrounds Mowers, Bunker Rakes, Specialty Equipment 8. Combines & Header Equipment 9. Cotton Pickers & Strippers 10. Hay & Forage Equipment Round and Square Balers, Mower-Conditioners, Disc Mowers 11. Windrowers Auger Platforms, Rotary Platforms, Drapers, Self-Propelled Forage Harvesters, Pull Type Forage Harvesters, Flail Chopper 12. Tillage Chisel Plows, Disks, Vertical Tillage, Field Cultivators, Seedbed Finishers, Moldboard Plows, Mulch Finishers, Mulch Tiller, Rippers, Nutrient Application 13. Planting & Seeding Planters, Box Drills, Air Seeding Carts and Tools 14. Sprayers 15. Ag Management Solutions GPS Products for Tractor and Implement Guidance 16. Other All other grounds maintenance equipment that does fall into categories 1-15.
Mandatory Contract	This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges - unless exempted by North Carolina General Statute. Additionally, non-mandatory entities including schools and local governments that are allowed by general statute may use this contract.
Minimum Order	One unit.
Service, Warranty, Discount/Volume Discounts & Shipping/Delivery Information	<ol style="list-style-type: none"> 1. Vendor Information, Service, Warranty, & Discount/Volume Discounts <ol style="list-style-type: none"> a. Access the Vendor Information, Service, Warranty, & Discount/Volume Discounts Link to obtain information regarding these subjects. b. Contact Vendor concerning specific equipment warranty information c. For Volume Discount Items; entities will create Non-Catalog orders.

	2. Shipping/Delivery Information a. Access the link in 1a above to determine the number of expected delivery days. b. FOB Destination c. A twenty-four-hour prior delivery notice shall be provided by the Vendor.
Fire Extinguishers, Back-Up Alarms & Strobe Lights	<p>Fire Extinguishers, back-up alarms & strobe lights are required by all state agencies, community colleges, universities and any additional user of the grounds maintenance equipment contract.</p> <ol style="list-style-type: none"> Category 2, Category 7: REQUIRED for ride-type only. Lever steer units are exempted from backup alarm requirement Category 5, Category 6, Category 8: REQUIRED Category 10-15: NOT REQUIRED UNLESS STANDARD EQUIPMENT Category 16: REQUIRED for ride-type only
Quality Assurance Inspections	<ol style="list-style-type: none"> Inspections can be requested from any state entity including all state agencies, community colleges, universities and local government units. Inspections are required for any piece of equipment. The inspection is conducted by P&C only if equipment cost is greater than \$5,000.00.
Loaded into E-Procurement	Yes. Line item catalogs are loaded in E-Procurement .
E-Procurement Help Desk	(888) 211-7440
Contract Administrator	David O'Neal – (919) 807-4534
Contract Addenda	9/10/2015: Point of Contact Changes for Alamo Group (TX) Inc. & Terrain King 10/16/2015: Addition of Ryan Line (Husqvarna Turf Products No Longer Available – Categories 3-4) 2/22/2017: Husquvarna Contact Update, John Deere Contact Update & Contract Administrator Change 3/27/2017: James River Equipment Carolina Catalog Update 4/3/2017: Deere & Company Catalog Update 4/11/2017: Turf Equipment & Supply Co. Catalog Update 4/18/2017: Point of Contact Changes for CNH America 4/19/2017: CNH America Dealer Updates & Catalog Update 4/26/2017: Blade Equipment, Inc. Catalog Update 8/16/2017: Contract Administrator Change to David O'Neal.



Quote Id: 16003408

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

Prepared For:

Rowan County Parks & Rec

Proposal For:

Delivering Dealer:

David Denning

James River Equipment
805 Klumac Road
Salisbury, NC 28144

salisbury@jamesriverequipment.com

Quote Prepared By:

David Denning

ddenning@jamesriverequipment.com

Date: 05 September 2017

Offer Expires: 05 October 2017

Confidential

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

Quote Summary**Prepared For:**

Rowan County Parks & Rec
130 W Innes St
Salisbury, NC 28144
Business: 704-638-3090

Delivering Dealer:**James River Equipment**

David Denning
805 Klumac Road
Salisbury, NC 28144
Phone: 704-636-2671
ddenning@jamesriverequipment.com

Quote ID: 16003408**Created On:** 05 September 2017**Last Modified On:** 06 September 2017**Expiration Date:** 05 October 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5045E Utility Tractor	\$ 29,395.50	\$ 24,274.32 X	1 =	\$ 24,274.32
Contract: NC Grounds Maintenance Equip 515B (PG 2Y)				
Price Effective Date: March 27, 2017				
JOHN DEERE 520M Loader	\$ 7,864.40	\$ 6,526.00 X	1 =	\$ 6,526.00
Contract: NC Grounds Maintenance Equip 515B (PG 2Y)				
Price Effective Date: March 20, 2017				
JOHN DEERE 485 Backhoe	\$ 11,554.85	\$ 9,634.79 X	1 =	\$ 9,634.79
Contract: NC Grounds Maintenance Equip 515B (PG 2Y)				
Price Effective Date: March 20, 2017				
Equipment Total				\$ 40,435.11

*** Includes Fees and Non-contract items****Quote Summary**

Equipment Total \$ 40,435.11

Trade In

SubTotal **\$ 40,435.11**

Sales Tax - (7.00%) \$ 2,830.46

Est. Service \$ 0.00

Agreement Tax

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

Total	\$ 43,265.57
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 43,265.57

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 16003408

Customer Name: ROWAN COUNTY PARKS & REC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

JOHN DEERE 5045E Utility Tractor

Contract: NC Grounds Maintenance Equip 515B (PG 2Y)

Price Effective Date: March 27, 2017

Suggested List *

\$ 29,395.50

Selling Price *

\$ 24,274.32

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1726LV	5045E Utility Tractor	1	\$ 19,943.00	18.00	\$ 3,589.74	\$ 16,353.26	\$ 16,353.26
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1363	9F/3R SyncShuttle Transmission (TSS)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1725	Loader Prep Package	1	\$ 1,351.00	18.00	\$ 243.18	\$ 1,107.82	\$ 1,107.82
2000	Open Operator Station	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Mid Valves with Joystick Control	1	\$ 1,168.00	18.00	\$ 210.24	\$ 957.76	\$ 957.76
5184	16.9-24 In. 6PR R4 Bias	1	\$ -61.00	18.00	\$ -10.98	\$ -50.02	\$ -50.02
6040	Mechanical Front Wheel Drive (MFWD)	1	\$ 5,322.00	18.00	\$ 957.96	\$ 4,364.04	\$ 4,364.04
6133	12.5/80-18 In. 6PR I3(R4 Type) Bias	1	\$ 728.00	18.00	\$ 131.04	\$ 596.96	\$ 596.96
Standard Options Total			\$ 8,508.00		\$ 1,531.44	\$ 6,976.56	\$ 6,976.56
Dealer Attachments/Non-Contract/Open Market							
ALLIED	REAR TIRE FILL	1	\$ 400.00	0.00	\$ 0.00	\$ 400.00	\$ 400.00
ALLIED	REAR WHEEL WEIGHTS	1	\$ 360.00	0.00	\$ 0.00	\$ 360.00	\$ 360.00
Dealer Attachments Total			\$ 760.00		\$ 0.00	\$ 760.00	\$ 760.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Customer Setup	1	\$ 184.50			\$ 184.50	\$ 184.50
Other Charges Total			\$ 184.50			\$ 184.50	\$ 184.50
Suggested Price						\$ 24,274.32	



Selling Equipment

Quote Id: 16003408

Customer Name: ROWAN COUNTY PARKS & REC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

Total Selling Price	\$ 29,395.50	\$ 5,121.18	\$ 24,274.32	\$ 24,274.32
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JOHN DEERE 520M Loader

Contract: NC Grounds Maintenance Equip 515B (PG 2Y)

Suggested List *

Price Effective Date: March 20, 2017

\$ 7,864.40

Selling Price *

\$ 6,526.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14B0P	520M Loader	1	\$ 6,782.00	18.00	\$ 1,220.76	\$ 5,561.24	\$ 5,561.24
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1507	Mounting frame	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	520M Standard Farm Loader, Non-Self-Leveling (NSL) - Three-function	1	\$ 271.00	18.00	\$ 48.78	\$ 222.22	\$ 222.22
4537	Three-function hoses and parts with quick-couplers, single-lever control (SLC), and mid-valve installed on tractor	1	\$ 305.00	18.00	\$ 54.90	\$ 250.10	\$ 250.10
5435	Hood guard	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less ballast box	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
7510	John Deere 500-style carrier	1	\$ -182.00	18.00	\$ -32.76	\$ -149.24	\$ -149.24
8750	Less bucket	1	\$ -871.00	18.00	\$ -156.78	\$ -714.22	\$ -714.22
Standard Options Total			\$ -477.00		\$ -85.86	\$ -391.14	\$ -391.14
Dealer Attachments/Non-Contract/Open Market							
ALLIED	XTRAC72 72' BUCKET	1	\$ 1,271.90	16.00	\$ 203.50	\$ 1,068.40	\$ 1,068.40
Dealer Attachments Total			\$ 1,271.90		\$ 203.50	\$ 1,068.40	\$ 1,068.40
Other Charges							
	Customer Setup	1	\$ 287.50			\$ 287.50	\$ 287.50
Other Charges Total			\$ 287.50			\$ 287.50	\$ 287.50



Selling Equipment

Quote Id: 16003408

Customer Name: ROWAN COUNTY PARKS & REC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

Suggested Price				\$ 6,526.00
Total Selling Price	\$ 7,864.40	\$ 1,338.40	\$ 6,526.00	\$ 6,526.00

JOHN DEERE 485 Backhoe

Contract: NC Grounds Maintenance Equip 515B (PG 2Y)

Suggested List *

Price Effective Date: March 20, 2017

\$ 11,554.85

Selling Price *

\$ 9,634.79

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6135LV	485 Backhoe	1	\$ 10,558.00	18.00	\$ 1,900.44	\$ 8,657.56	\$ 8,657.56
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1003	Subframe Mounting	1	\$ 1,005.00	18.00	\$ 180.90	\$ 824.10	\$ 824.10
2995	Less Adapter Frame Weldment Plate	1	\$ -974.00	18.00	\$ -175.32	\$ -798.68	\$ -798.68
3018	18 In. Bucket	1	\$ 78.00	18.00	\$ 14.04	\$ 63.96	\$ 63.96
Standard Options Total			\$ 109.00		\$ 19.62	\$ 89.38	\$ 89.38
Dealer Attachments/Non-Contract/Open Market							
SJ290468	FITTING	1	\$ 37.85	0.00	\$ 0.00	\$ 37.85	\$ 37.85
Dealer Attachments Total			\$ 37.85		\$ 0.00	\$ 37.85	\$ 37.85
Other Charges							
	Customer Setup	1	\$ 850.00			\$ 850.00	\$ 850.00
Other Charges Total			\$ 850.00			\$ 850.00	\$ 850.00
Suggested Price							\$ 9,634.79
Total Selling Price				\$ 11,554.85	\$ 1,920.06	\$ 9,634.79	\$ 9,634.79



Quote Id: 16003124

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

Prepared For:

Rowan County Parks & Rec

Proposal For:

Delivering Dealer:

David Denning

James River Equipment
805 Klumac Road
Salisbury, NC 28144

salisbury@jamesriverequipment.com

Quote Prepared By:

David Denning

ddenning@jamesriverequipment.com

Date: 05 September 2017

Offer Expires: 05 October 2017

Confidential



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

Quote Summary**Prepared For:**

Rowan County Parks & Rec
130 W Innes St
Salisbury, NC 28144
Business: 704-638-3090

Delivering Dealer:

James River Equipment
David Denning
805 Klumac Road
Salisbury, NC 28144
Phone: 704-636-2671
ddenning@jamesriverequipment.com

Quote ID: 16003124**Created On:** 05 September 2017**Last Modified On:** 05 September 2017**Expiration Date:** 05 October 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE TX (Model Year 18)	\$ 11,101.02	\$ 9,396.86 X	2 =	\$ 18,793.72
Contract: NC Grounds Maintenance Equip 515B (PG 2Y)				
Price Effective Date: March 27, 2017				
Equipment Total				\$ 18,793.72

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 18,793.72
Trade In	
SubTotal	\$ 18,793.72
Sales Tax - (7.00%)	\$ 1,315.56
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 20,109.28
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 20,109.28

Salesperson : X _____**Accepted By : X** _____

Confidential

**JOHN DEERE**

Selling Equipment

Quote Id: 16003124

Customer Name: ROWAN COUNTY PARKS & REC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

JOHN DEERE TX (Model Year 18)

Contract: NC Grounds Maintenance Equip 515B (PG 2Y)**Price Effective Date:** March 27, 2017**Suggested List ***

\$ 11,101.02

Selling Price *

\$ 9,396.86

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
571CM	TX (Model Year 18)	2	\$ 8,279.00	16.00	\$ 1,324.64	\$ 6,954.36	\$ 13,908.72
Standard Options - Per Unit							
001A	US/Canada	2	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build to Order	2	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	2	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	2	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	2	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Less Power Lift	2	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	2	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	2	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM26351	Backup Alarm Kit	2	\$ 108.07	16.00	\$ 17.29	\$ 90.78	\$ 181.56
BM23989	Drawbar, 1.25 in. (38mm)	2	\$ 38.51	16.00	\$ 6.16	\$ 32.35	\$ 64.70
BM23459	Front Bumper and Brush Guard	2	\$ 356.31	16.00	\$ 57.01	\$ 299.30	\$ 598.60
BM23457	Front Fender Guard	2	\$ 170.13	16.00	\$ 27.22	\$ 142.91	\$ 285.82
ALLIED	Roof & Windshield	2	\$ 1,699.00	16.00	\$ 271.84	\$ 1,427.16	\$ 2,854.32
Dealer Attachments Total			\$ 2,372.02		\$ 379.52	\$ 1,992.50	\$ 3,985.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Freight	2	\$ 450.00			\$ 450.00	\$ 900.00
Other Charges Total			\$ 450.00			\$ 450.00	\$ 900.00

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 16003124

Customer Name: ROWAN COUNTY PARKS & REC

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
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FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

James River Equipment
805 Klumac Road
Salisbury, NC 28144
704-636-2671
salisbury@jamesriverequipment.com

Suggested Price				\$ 18,793.72
Total Selling Price	\$ 11,101.02	\$ 1,704.16	\$ 9,396.86	\$ 18,793.72

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: Kim Edds, National Society of the Daughters of the American Revolution
DATE:
SUBJECT: Proclamation for Constitution Week 2017

As a representative of the Elizabeth Maxwell Steele Chapter of the National Society of the Daughters of the American Revolution, I am requesting a requesting a proclamation for Constitution Week, September 17-23 2017.

The tradition of celebrating the Constitution was started many years ago by the Daughters of the American Revolution (DAR). In 1955, the Daughters petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into Public Law #915 on August 2, 1956 by President Dwight D. Eisenhower. The aims of the celebration are to (1) emphasize citizens' responsibilities for protecting and defending the Constitution, preserving it for posterity; (2) inform the people that the Constitution is the basis for America's great heritage and the foundation for our way of life; and (3) encourage the study of the historical events which led to the framing of the Constitution in September 1787.

September 17, 2017, begins the national celebration of Constitution Week. The weeklong commemoration of America's most important document is one of our country's least known official observances. Our Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties and freedom, and to ensure those inalienable rights to every American.

Thank you all for your service in keeping our county great!

Kim Edds, Regent
Elizabeth Maxwell Steele Chapter NSDAR

ATTACHMENTS:

Description

Proclamation

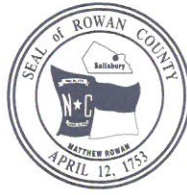
Upload Date

9/12/2017

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

Rowan County Board of Commissioners

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

PROCLAMATION FOR CONSTITUTION WEEK SEPTEMBER 17-23, 2017

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred thirtieth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; *and*

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE the Rowan County Board of Commissioners does hereby proclaim the week of September 17 through 23, 2017 as

CONSTITUTION WEEK

and urges all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

This the 18th day of September, 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



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: Shane Stewart, Assistant Planning Director
DATE: September 8, 2017
SUBJECT: Quasi-judicial Hearing for CUP 06-17 & PDS 01-17

In accordance with section 22-58 of the Subdivision Ordinance, the developer is requesting approval for a 167 lot Planned Development Subdivision (PDS) in the form of a cluster subdivision. A cluster subdivision is a division of land whereby the developer is permitted to create lots smaller than those specified in the ordinance provided that an appropriately sized common open space (COS) area is included, which collectively equal the allowed density in the zoning or watershed district. These areas are ensured by restrictive covenant to remain free from future development.

Conduct quasi-judicial hearing, three separate motions to adopt findings of fact, and a motion to approve / deny / table CUP 06-17 & PDS 01-17.

ATTACHMENTS:

Description	Upload Date	Type
Chairmans Speech	9/8/2017	Exhibit
Staff Report	9/8/2017	Exhibit
Subdivision Plat	9/8/2017	Exhibit
GIS Map	9/8/2017	Exhibit
Slope / Drainage Map	9/8/2017	Exhibit
Prime Farmland Maps	9/8/2017	Exhibit
Restrictions	9/8/2017	Exhibit
Procedural Checklist	9/8/2017	Exhibit
Certificate of Approval for Previous Request	9/8/2017	Exhibit
Applicant's Evaluation Criteria	9/8/2017	Exhibit
Application	9/8/2017	Exhibit

CUP 06-17 & PDS 01-17 CHAIRMAN'S SPEECH

The hearing for consideration of CUP 06-17 & PDS 01-17 is now in session and will focus on an application submitted by Plantation Ridge Partnership to construct a 167 lot Planned Development Subdivision on Tax Parcel 201-016 located between the 6600 and 7400 Block of Mooresville Road.

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

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

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

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

Shane Stewart will present the case for the County.



Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341
Planning: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: September 8, 2017
RE: **PDS 01-17 & CUP 06-17**

SUGGESTED BOARD OF COMMISSIONERS ACTION

☐ Sworn oath for those testifying ☐ Receive staff report ☐ Petitioner comments ☐ Public comments ☐ Close hearing and discuss ☐ Three (3) separate motions to adopt findings of fact ☐ Motion to Approve / Deny / Table
CUP 06-17 & PDS 01-17

BACKGROUND

On October 20, 2008, the Board of Commissioners (BoC) approved a conditional use permit for a 147 lot cluster subdivision known as Yorkshire Farms proposed by Plantation Ridge Partnership (developer) on property located at the 6800 Block of Mooresville Road referenced as tax parcel 201-016. Based on the economic downturn and marginal site distance for a development entrance, the developer elected not to proceed with the project at that time. Considering section 21-11 of the Zoning Ordinance indicates a conditional use permit remains valid for a period of two (2) years to undertake a project and section 21-58(f) indicates amendments to an approved plan require subsequent BoC approval, the proposed development must repeat the review process.

REQUEST

In accordance with section 22-58 of the Subdivision Ordinance, the developer is requesting approval for a 167 lot Planned Development Subdivision (PDS) in the form of a cluster subdivision. A cluster subdivision is a division of land whereby the developer is permitted to create lots smaller than those specified in the ordinance provided that an appropriately sized common open space (COS) area is included, which collectively equal the allowed density in the zoning

or watershed district. These areas are ensured by restrictive covenant to remain free from future development.

PLANNED DEVELOPMENT SUBDIVISIONS (PDS)

To encourage innovative development, the normal subdivision regulations pertaining to dimensional criteria and road standards may be modified or exempted entirely, subject to approval of the total

development plan by the BoC. PDS evaluation should consider sound design in keeping with good planning and engineering practices while considering public safety and welfare. A PDS may be in the form of a Planned Unit Development comprised of commercial, residential, or mixed use clusters or a cluster subdivision.

YORKSHIRE FARMS DETAILS

Preliminary plat details indicate a total acreage of 205.995 AC comprised of tax parcels 201-012, 201-016, 769-014, and 769-015 containing 1,965 feet of frontage along Mooresville Rd. (NC 150 Hwy) between the 6600 and 7400 block. The development entrance is proposed 860 feet west of the intersection of Mooresville Rd. and G. Goodnight Rd. extending to a network of new streets totaling 2.06 miles serving the proposed 167 lots. Collectively, these lots are located on 101.739 AC between two (2) areas identified as “open space / passive recreation” totaling 81.548 AC. The remaining acreage within the 205.995 AC includes: two (2) existing lots along Mooresville Rd. each containing a single-family dwelling totaling 7.317 AC (tax parcels 201-012 & 769-014), 13.166 AC within the street right-of-way, and 2.225 AC clubhouse / pool lot (tax parcel 769-015).

Clubhouse plans have not been finalized but will feature a swimming pool that will also serve as the water point source for fire suppression. COS areas will likely be used for “passive recreation” such as walking trails, a picnic shelter, etc. based on the interest of the future Home Owners Association (HOA).

PDS / CLUSTER SUBDIVISION REQUIREMENTS

PDS plans in the form of a cluster subdivision require consideration by the Subdivision Review Committee (SRC), a courtesy hearing before the Planning Board, and quasi-judicial hearing before the BoC to consider the conditional use permit.

The following standards from section 22-58 of the Subdivision Ordinance are indicated in **bold text** followed by staff comments:

1. **Concept plan containing information from section 22-58(a).** All applicable required information included.
2. **Supplementary requirements for cluster subdivisions (section 22-58[d]).**
 - a. **Subdivision is more than two (2) acres and contains at least four (4) dwelling units.** Yes.
 - b. **Total number of lots does not exceed the allowable density.** In compliance.

- c. **COS is assured by restrictive covenants to remain free from development.** Although dated and in need of minor revision to address the current plan version, the proposed covenants and restrictions contain sufficient language prohibiting future development in these areas (enclosed). A final version will be reviewed by staff and the County Attorney.
 - d. **COS remains in natural state or used for recreational purpose accessible to the residents.** The developer prefers to leave the desired recreational opportunities up to the future HOA. Access to the COS areas are proposed along the common line of lots 40 / 41 and 65 / 66 and at the end of Old Bailey Ct.
3. **Maintenance requirements for COS (section 22-58[f]).** This section requires the HOA or similar entity be established for maintenance of COS areas and for the payment of taxes prior to the issuance of permits for new dwellings. Proposed covenants contain language addressing these topics.
 4. **Maintenance requirements for Water Point Source (section 22-58[g]).** Considering this is a concept plan and the details for the clubhouse and pool are not finalized, this will be addressed at a future SRC meeting date if granted approval by the BoC. This section ensures appropriate safeguards are included protecting the right of access for the fire department and the clarifying the maintenance responsibilities of the mechanical and non-mechanical portions by Locke Fire Department.

<p>CONDITIONAL USE REQUIREMENTS</p>
--

The following standards from section 21-60 (15) of the Zoning Ordinance indicated in **bold text** (some of which are similar to the above) are required for obtaining a conditional use permit (staff comments to follow).

1. **Purpose.** As stated previously, the purpose is to encourage innovative development by allowing variations pertaining to dimensional criteria.
2. **Minimum of four (4) dwelling units.** The preliminary plat proposes 167 lots.
3. **Setbacks: External – Front: 75’; Side / Rear: 40’. Internal – Front: 20’; Side / Rear: 0 or 10’.** All setbacks have been met. The clubhouse development has not been finalized but will be subject to these standards.
4. **Buffers.** A twenty (20) foot Type A buffer is required along the external boundary of the development when adjacent residential uses are located within 200 feet of the property line. Screening options include an opaque fence or evergreen hedge six (6) foot in height. In general, these areas are located along lots 48-54, 56-60, and 136-145 but are not identified on the proposed site plan. Staff would also encourage consideration of buffering along lots 130-135 based on these areas being adjacent to crop fields with a view to several residences, lot 1 and 2 based on potential development of Nancy Baker Trustee tract, and to a lesser degree, lots 3-12 based on future development of the Eadie tract and

visibility from Mooresville Rd.

5. **Density.** The subject property is zoned Rural Agricultural (RA), which permit lots with on-site well and septic systems at a density of one (1) dwelling per 20,000 sq.ft. (.459 acre) lot. However, the property is also located within the Back Creek / Sloans Creek WS-II BW watershed adopted by the State of North Carolina in 1994 in an effort to address water quality through the limitation of impervious coverage (concrete, asphalt, gravel, rooftop) for commercial uses and the number of dwelling units for residential uses. These standards limit single-family residential development to one (1) unit per 40,000 sq.ft. (.918 acres) and supersede the local zoning density standard.

As stated previously, the collective acreage within the 167 proposed lots total 101.739 AC less 13.166 AC in the proposed road right-of-way plus the 81.548 AC in the COS tract total 170.121 AC. Dividing this total by 40,000 sq.ft. equals 185.262 lots or a density of one (1) dwelling per 44,374.076 sq.ft. Staff did not include the acreage for two (2) adjacent lots within these totals since they are not included within the development.

6. **Common areas.** Maintenance responsibilities and payment of taxes are addressed in the PDS criteria #3.

WESTERN ROWAN LAND USE PLAN
--

Yorkshire Farms is located within Area One of the Western Rowan Land Use Plan, which provides specific recommendations for major subdivisions. In general, these recommendations were identified through the land use plan

process as guiding principals for consideration in making land-use decisions but have not been processed for incorporation into the Subdivision or Zoning Ordinance as policy. Since traditional major subdivisions are permitted by right in all residential zoning districts, these recommendations do not have an avenue for application within an administrative approval process. However, some of these areas may have merit for discussion as part of the PDS and conditional use permit process.

➤ **Major Subdivision Development**

- *Developer should meet with SRC, Planning Staff, and Planning Board to discuss the assets and constraints before preparation of sketch plans for review.* Staff Comment: Not applicable.
- *Major subdivisions that generate 1,000 daily trips should have direct access to a thoroughfare with a minimum two (2) points of entry.* Staff Comment: The 7th Edition of the ITE *Trip Generation* manual estimates 9.57 average weekday trips per dwelling unit or 1,598 total daily trips generated by the development. Yorkshire Farms will have direct access to a major thoroughfare but proposes only one (1) development entrance. Developers are proposing a gated secondary entrance exclusively for emergency personnel between lots 55 and 56 in response to a provision in the fire code indicating developments containing more than 30

- dwelling units should contain more than one (1) access road. Preliminary discussions with NCDOT staff suggest the proposed location of the fire access road should have adequate site distance to be developed as a second entrance to the development but would also require left and right turn lanes on Mooresville Rd. as will be required at the proposed entrance. More analysis would be necessary but preliminary indications suggest the relatively short 860' separation distance between two (2) potential entrances would require a three (3) lane section between the entrances due to the required road tapering for the turn lanes.
- *Developments with 100 or more lots should be encouraged to use a multi-connection water system and common septic systems.* Staff Comment: More research would be necessary to incorporate these concepts.
 - *Consider developing standards for requiring soil evaluations, ground water aquifers, traffic impact studies, and Planning Board approval for major subdivisions.* Staff Comment: More research would be necessary to incorporate these concepts. Staff understands that a private soil scientist has performed an analysis to support the proposed layout.

➤ **Area One – Areas north of NC 152**

- *Major subdivisions are encouraged to have characteristics such as increased setbacks and buffering that preserves usable open space, farmland and / or rural character.* Staff Comment: The increased setbacks and buffer standards for cluster subdivisions addresses some of the elements of this topic. This section relates to item #4 in the conditional use requirements and could be used as a basis for discussion of the buffer areas.
- *Encourage conservation subdivision development where appropriate and where agricultural activities would not impact adjacent residences.* Staff Comment: A conservation subdivision is a type of cluster subdivision focused extensively on design elements that protect existing environmental features, view from public roads, and preserves open space that could be used for agricultural activities.

➤ **Conservation Subdivision Design**

- *Reduce the minimum lot size for subdivisions that protect the character of the landscape by preserving useable COS.* Staff Comment: Conservation subdivisions would need to be incorporated into the ordinance to distinguish their process from or combine with a general cluster subdivision.
- *Minimize clearing of vegetation, preserve important natural features, retain rural landscape elements, and avoid construction in open fields.* Staff Comment: The development layout proposes retention of the majority of wooded areas and development within open fields.

- *Primary conservation areas should preserve existing farmland and areas with suitable soils for agriculture, and locate structures and septic systems more than 100 feet from streams or ponds to protect water quality.* Staff Comment: Nearly all lots are proposed beyond the 100 foot distance between the two (2) main drainage features both of which are classified as intermittent streams by USGS Maps. It would not be appropriate to apply these preservation standards to a cluster subdivision without incorporation of conservation standards in the ordinance. However, staff prepared a breakdown of soil type for the areas within the development and COS areas for information regarding this topic. The USDA defines prime farmland as “land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber and oilseed crops and is available for their uses.” The *USDA Soil Survey for Rowan County* indicates nearly 47% of soil in Rowan County is classified as prime farmland, with the largest concentration in the western portion of the county. The table also includes a generalized assessment of on-site septic suitability based on typical soil characteristics.

Soil Type in Development Areas				
Soil ID	Name	Septic	Prime Soil	Acreage
CeB2	Cecil	Moderate	YES	56.920
CeC2	Cecil	Moderate	NO	7.688
ChA	Chewacla	Severe	YES	0.520
HwB2	Hiwassee	Moderate	YES	27.971
HwC2	Hiwassee	Moderate	NO	10.600
MeB2	Mecklenburg	Severe	YES	5.285
PaD	Pacolet	Moderate	NO	0.085
PcB2	Pacolet	Moderate	YES	3.770
PxB	Poindexter	Severe	NO	2.557
SeB	Sedgefield	Severe	YES	0.007
Total Acreage*^				115.403
Acreage Prime Farmland				94.474
% Prime Farmland				81.86%

* Minor difference in acreage when using GIS

^ Acreage includes 13.166 AC in proposed street right-of-way

Soil Type in COS				
Soil ID	Name	Septic	Prime Soil	Acreage
CcB	Cecil	Moderate	YES	6.947
CeB2	Cecil	Moderate	YES	11.692
CeC2	Cecil	Moderate	NO	17.351
ChA	Chewacla	Severe	YES	10.118
HwC2	Hiwassee	Moderate	NO	6.425
MeB2	Mecklenburg	Severe	YES	0.947
PaD	Pacolet	Moderate	NO	17.690
PxB	Poindexter	Severe	NO	2.151
SeB	Sedgefield	Severe	YES	4.571
UhE	Uwharrie	Severe	NO	2.874
ZeC	Zion	Severe	NO	0.569
Total Acreage*				81.335
Acreage Prime Farmland				34.276
% Prime Farmland				42.14%

- *Floodplains, steep slopes, street and utility rights-of-way, and wetlands should not be included as a density credit.* Staff Comment: Current ordinance language does not include provisions to deduct these areas from the calculation for COS areas. However, staff is of the opinion this section merits consideration in the review as a guiding principal albeit not policy until specifics standards and methods are adopted. During the initial review in 2007-2008, some Commissioners expressed concern over the density credit given to some portions of the COS resulting in a reduction of the requested lot total from 170 to 147 for the 196.839 AC tract.

While Yorkshire Farms does not contain floodplains, known areas of wetlands, or utility right-of-ways, steep slopes and drainage areas exist within the COS areas.

Using GIS, Planning Staff performed a slope analysis using contour data to identify steep slope areas defined by the *Soil Survey* as 15 to 25% as moderately steep and over 25% as steep. The analysis tabulated 16.349 AC within this classification range. Since the purpose of this analysis is to identify acreage with limited development potential, staff compensated for the GIS model limitations by including areas around steep slope acreage, which were excluded from the analysis, and included drainage areas along with a segregated area south of the 8' branch identified on the preliminary plat.

The resulting acreage totals 40.761 AC within the COS areas that generally meet the intent of this section. Staff will provide map details of these areas at the courtesy hearing for clarity. Staff does caution this analysis is not exact and should be used only as a general identification of the acreage with these limitations.

Using these calculations, 40.761 AC would be deducted from the identified 81.548 AC COS area with the resulting 40.787 AC added to the acreage within the development area of 101.739 AC. The resultant 142.526 AC divided by the allowable density of one (1) dwelling per 40,000 sq.ft. lot equals 155.210 lots. The 7.317 AC within the two (2) adjacent lots with existing dwellings were not included, since they are not identified as part of the subdivision, but would allow for an additional 5.968 lots.

Planning Staff is of the opinion the developer has met the intent of this section. It is also worth noting the development greatly exceeds the density allowed by both the RA district of one (1) dwelling unit per 20,000 sq.ft. lot and the WSII BW standard of one (1) dwelling unit per 40,000 sq.ft. Per North Carolina Department of Environmental Quality staff, only street right-of-way acreage must be removed from the density calculations for watershed standards, which would allow 185.262 lots.

- *COS could be maintained by HOA or conservation organization. Uses include agriculture and community gardens, pastures, meadows, and wildlife habitat preservation, recreational fields and trails, visual or sound barriers, or forest management.* Staff Comment: The COS provide areas for wildlife, visual / sound barriers, forest management, and other community interests that will be left up to the HOA to decide.

EVALUATION CRITERIA

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

- 1. Adequate transportation access to the site exists.** Although a formal driveway permit from DOT is premature at this time, staff discussions with DOT indicate both the main entrance and emergency entrance meet required site distances. Most recent NCDOT traffic count data from 2016 collected ¾ mile west of the proposed development entrance suggest an Annual Average

Daily Traffic (AADT) count of 4,100 vehicles per day, which is a historical high also matched in 2005 and 2008. Assuming total build out with the referenced ITE estimate, 1,598 new trips could be added to Mooresville Road.

The 2017 Comprehensive Transportation Plan suggests this section of road has an existing vehicle per day capacity of 13,600. Since the estimated capacity is largely based on pavement width (listed incorrectly as 18 ft. in the CTP) and speed limit (55 MPH), it should only be used as basic information regarding the volume to capacity ratio rather than the single measure in assessing the road's operational capability.

NCDOT TIP #U-5900 was approved in the 18-27 Strategic Transportation Improvement Program tentatively slated for construction in 2027 to extend the four-lane portion of Mooresville Rd., which currently ends at Grants Creek, approximately 3 1/3 miles to Airport Rd. No other improvements beyond this point are proposed.

2. **The use will not significantly detract from the character of the surrounding area.** Surrounding properties include large areas of agricultural uses with a cluster of residential lots north and south of the subject property. Several previous sections of the report address the increased setbacks and buffering standards for the cluster subdivision that serve to mitigate visual impacts. Additionally, the Planning Board recommended screening along two (2) areas to restrict visibility from adjacent residences and passersby along Mooresville and Patterson Roads.
3. **Hazardous safety conditions will not result.** The development is subject to applicable NCDOT driveway permits and installation or financial guarantee of adequate turn lanes prior to final plat approval. Developers will provide a secondary access for the exclusive use of emergency personnel should the primary entrance prevent or delay development access. The proposed swimming pool will also serve as a certified water point source for the development and help aide the Locke Fire District maintain their very impressive Insurance Service Office (ISO) rating of 4.
4. **The use will not generate significant noise, odor, glare, or dust.** In the context of how this statement is typically applied to a land use seeking a conditional use permit, outside of construction, this request should not generate significant levels in these areas.
5. **Excessive traffic or parking problems will not result.** See section #1 above.
6. **The use will not create significant visual impacts for adjoining properties or passersby.** See section #2 above.

PROCEDURES

In accordance with section 22-58(c) of the Subdivision Ordinance and 21-60(15) of the Zoning Ordinance, the BoC shall hold quasi-judicial hearing to consider the PDS / CUP request. Statements of Reasonableness and Consistency are not necessary in this decision.

The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria.

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;
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.

See enclosed checklist to guide decision. Planning Staff will provide example findings for consideration at the hearing.

JUNE 23, 2017 SRC MEETING

SRC members discussed the concept plan and plan details in anticipation of a future formal submittal of civil drawings. The SRC recommended approval with no specific conditions or modifications.

JULY 24, 2017 PLANNING BOARD MEETING

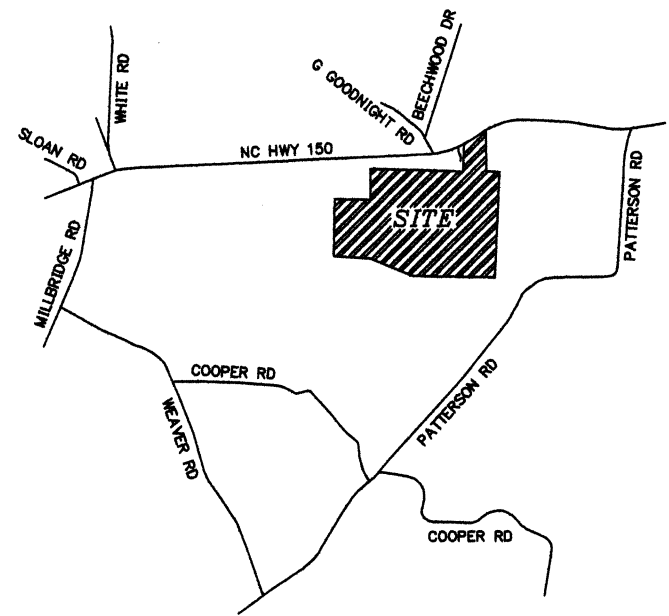
Nearly a dozen people were present at the courtesy hearing three (3) of which represented the applicant. Dan Mickelson, consultant for Yorkshire Farms, briefly shared about the project and Barbara Welter, owner of the Millbridge Speedway property, expressed a desire that future residents of Yorkshire Farms be made aware of the neighboring speedway prior to their purchase.

The Planning Board voted unanimously (9-0) to recommend approval of PDS 01-17 subject to the additional buffer location identified on page 3 of the staff report.

STAFF COMMENTS

Since Yorkshire Farms was approved in 2008, no specific subdivision or zoning policy changes have occurred; only the adoption of the Western Area Land Use Plan as a guidance document. The additional acreage along Mooresville Rd. included in this version of Yorkshire Farms provides for improved site distance and the associated arrangement of turn lanes. Proposed lots meet all current ordinance standards including

the appropriately sized COS area restricted from future development. Ordinance revisions are necessary to distinguish conservation subdivisions from the generic cluster subdivision and identify a system to evaluate projects based on, among other factors, the requested degree of change from existing ordinance standards.



VICINITY MAP *** NOT TO SCALE



INTERIOR LOT BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
30' FROM STREET RIGHT OF WAY LINE
10' FROM SIDE PROPERTY LINE
20' FROM SIDE PROPERTY LINE ABUTTING STREET
10' FROM REAR PROPERTY LINE

EXTERIOR PROPERTY LINE BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
75' FROM STREET RIGHT OF WAY LINE
40' FROM SIDE PROPERTY LINE
40' FROM REAR PROPERTY LINE

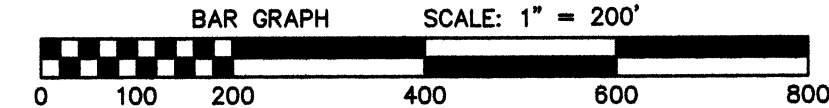
NOTES:

1. LOTS TO BE SERVED BY PRIVATE WELLS AND PRIVATE SEPTIC TANKS.
2. LINEAR FOOTAGE OF NEW STREETS: 10,873.42' +/-
3. TOTAL AREA TO BE SUBDIVIDED: 205,995 ACRES. (INCLUDES 13.166 ACRES WITHIN STREET R.W.'S).
4. ALL STREETS ARE TO BE ACCEPTED INTO THE N.C.D.O.T. SYSTEM.
5. ALL SIDE AND REAR LOT LINES ARE SUBJECT TO A 10' UTILITY EASEMENT ON EITHER SIDE.
6. ALL LOTS ARE SUBJECT TO A 10' UTILITY EASEMENT BEHIND STREET R.W.'S.
7. THIS PROPERTY LIES IN DESIGNATED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) (SEE FIRM 3710561900J & 3710562900J).
8. THERE ARE NO U.S.G.S. MONUMENTS LOCATED WITHIN 2000' OF THIS PROPERTY.
9. THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED (WS-II) (BACK CREEK/SLOANS CREEK). ANY FURTHER DEVELOPMENT OF THIS PROPERTY SHALL MEET THE REQUIREMENTS OF THE ROWAN COUNTY SUBDIVISION ORDINANCE.
10. THIS PROPERTY IS ZONED RA. (ROWAN COUNTY).
11. DEVELOPER: PLANTATION RIDGE PARTNERSHIP
301 NORTH MAIN STREET
SALISBURY, N. C. 28144

- LEGEND
- Existing Stone
 - New Conc. Control Mon.
 - Existing Iron
 - New Iron
 - Point
 - Nail
 - Power Pole
 - Centerline
 - RW Right-of-Way

RICHARD L. SHULENBURGER, P.L.S.

DATE



PRELIMINARY
NOT FOR RECORDATION
OR CONSTRUCTION



Certificate of Approval of Preliminary Plat

This preliminary plat has been approved in accordance with the provisions of the Rowan County Subdivision Ordinance on _____

Subdivision Administrator

Certificate of Ownership and Dedication

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of Rowan County and that I hereby adopt this plan of subdivision with my free consent and establish minimum lot size and building setback lines as noted.

Owner

Date

Certificate of Road Maintenance

I hereby certify that I will maintain the roads to the standards set forth by the North Carolina Department of Transportation until the respective governmental agency takes over this responsibility.
(This does not include removal of ice/snow)

Owner/Developer

Date

PRELIMINARY SUBDIVISION PLAN OF:

Yorkshire Farms

NORTH CAROLINA HIGHWAY 150

ATWELL TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA

REFERENCES: Parcel ID 201 012, 201 016, 769 014 & 769 015.

Deed Book 1017 Page 755 & Deed Book 1282 Pgs. 103 & 104.

SCALE: 1" = 200'

DATE: 3-16-2017

REV: 5-18-2017

REV: 6-2-2017

REV: 6-23-2017

REV: 6-27-2017

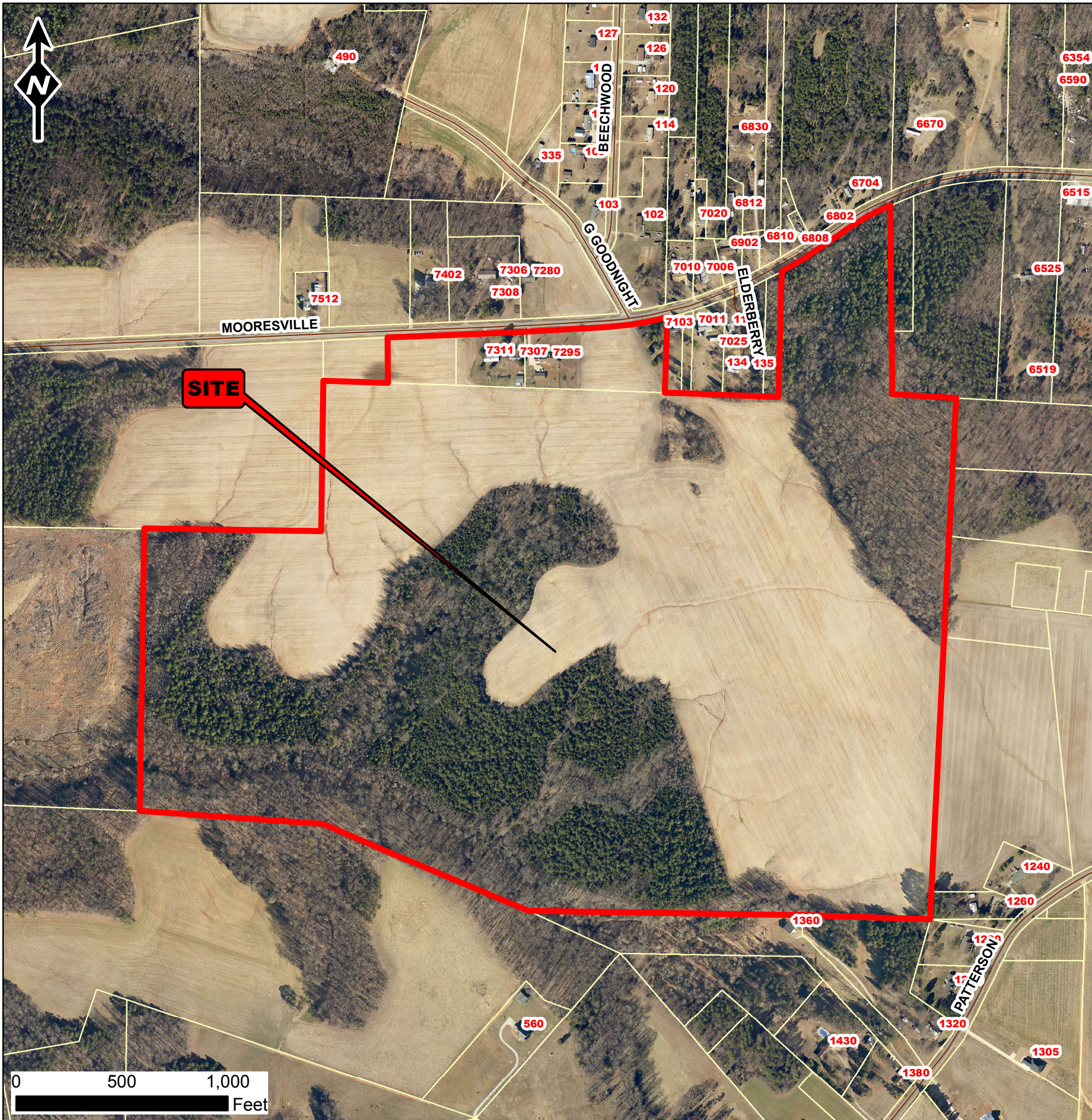
REV: 7-7-2017

SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A. (FIRM # C-1858)
614 N. MAIN ST., SUITE A, SALISBURY, N.C. PHONE: 704-637-9623

PLANNED PHASE DEVELOPMENT
PHASE 1 - 46 LOTS - 1 THRU 46 = 29.157 ACRES
PHASE 2 - 54 LOTS - 47 THRU 100 = 30.701 ACRES
PHASE 3 - 29 LOTS - 101 THRU 128 = 17.988 ACRES
PHASE 4 - 39 LOTS - 129 THRU 167 = 23.893 ACRES
167 LOTS TOTAL - 101,739 ACRES.
AVERAGE LOT SIZE = 0.609 AC.

167 LOTS x 40,000 SQ. FT. + 43,560 SQ. FT./AC. = 153,351 ACRES
LOTS 1 THRU 167 = 101,739 ACRES
NEED 51,612 ACRES UNDEVELOPED
ACTUAL UNDEVELOPED AREA = 81,548 ACRES
29,936 ACRES UNDEVELOPED AREA EXTRA

DEED NORTH



**ROWAN
COUNTY**

NORTH CAROLINA

Be an original.

**PDS 01-17:
Yorkshire Farms**

LEGEND

ZONING



RR



MHP



RA



CBI



Site



Parcels



Structures



Roads

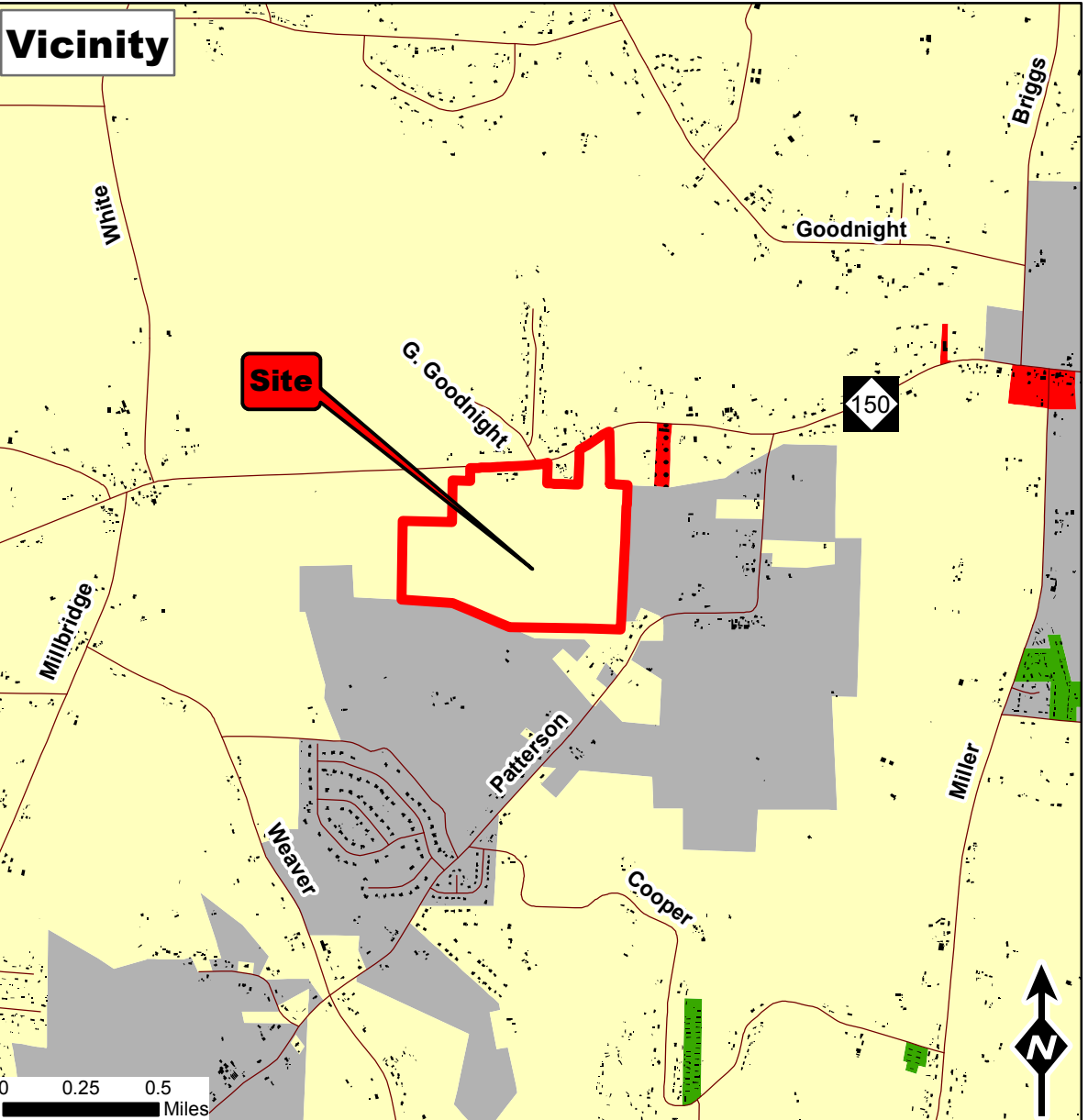


5210

March 2014
Aerial Photo

Prepared by Rowan County Planning & Development: July 13, 2017






Vicinity



150



LEGEND

-  Proposed Lot Lines
-  COS
-  Slope: 15 - 25 %
-  Slope: 26 + %
-  Slope + Drainage


G. Goodnight

Mooreville

Patterson



LEGEND

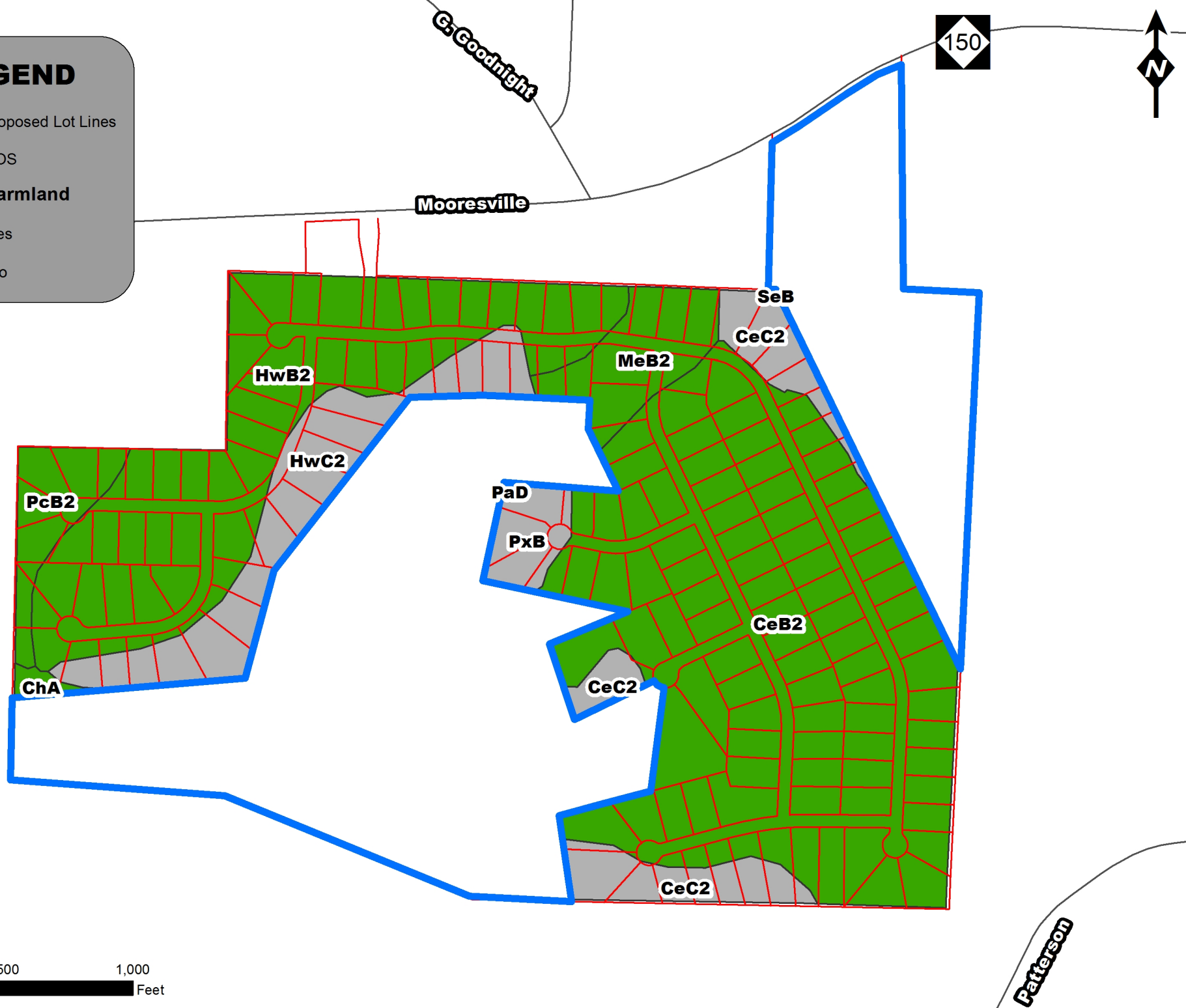
 Proposed Lot Lines

 COS


Prime Farmland


 Yes

 No



LEGEND

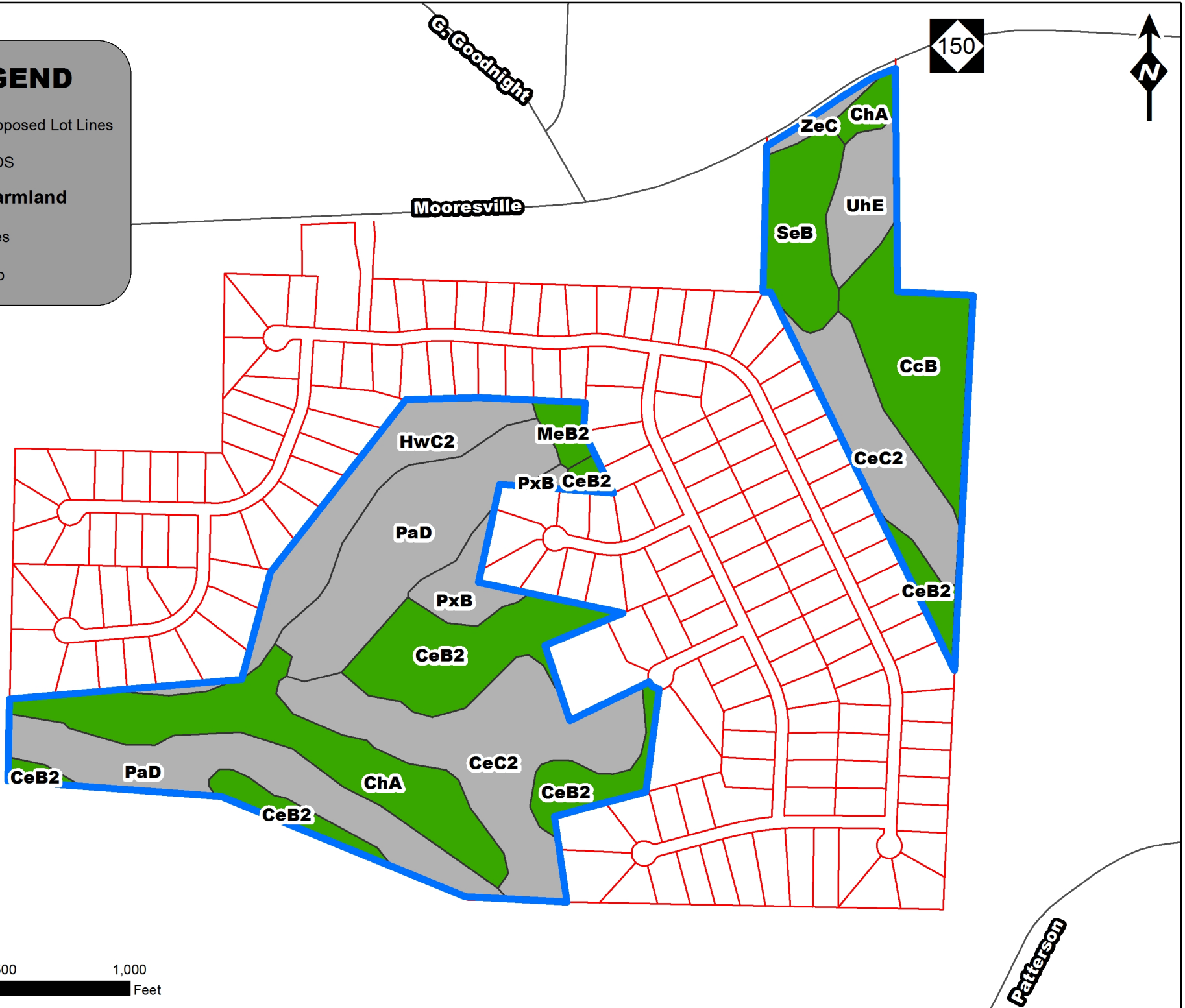
 Proposed Lot Lines

 COS

Prime Farmland

 Yes

 No



STATE OF NORTH CAROLINA

ROWAN COUNTY

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
YORKSHIRE FARMS**

KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants, Conditions and Restrictions made and entered in this the ____ day of _____, 2007, by and between **PLANTATION RIDGE PARTNERSHIP**, a North Carolina General Partnership composed of **BELLE REALTY DEVELOPMENT COMPANY**, a North Carolina Corporation and **TREXLER CONSTRUCTION, INC.**, a North Carolina Corporation (herein "Declarant"); and **PROSPECTIVE PURCHASERS of Lots 1 through 170** as shown and delineated on plat entitled **YORKSHIRE FARMS** constituting a subdivision located in Atwell Township, Rowan County, North Carolina, (herein "Purchasers");

WITNESSETH:

WHEREAS, Developers have heretofore acquired title to a certain tract or parcel of land in Atwell Township, Rowan County, North Carolina, which has been subdivided into lots numbered 1 through 170, according to a certain plat of survey by Shulenberger Surveying Company dated August 10, 2005, and titled "Yorkshire Farms Property Survey for: Plantation Ridge Partners, a North Carolina General Partnership, consisting of 196.839 acres Highway 150 West, Rowan County, North Carolina, which plat

appears of record in the Office of the Register of Deeds for Rowan County, North Carolina in Map Book _____ at Page _____;

WHEREAS, the lots are situated so as to comprise a neighborhood unit of the aforesaid subdivision known as Yorkshire Farms; and

WHEREAS, it is the intent and purpose of the undersigned to erect single family residences on the lots in said subdivision, or to convey said lots therein to persons, firms or corporations who will erect thereon residences to be used for single family purposes; and

WHEREAS, the property is currently subject to state land use development restrictions, specifically those rules and regulations known as the Rules Governing Public Water Systems, North Carolina Administrative Code, Title 15A, Subchapter 18C, Section .1211, such regulations limiting the density of development to one residential dwelling per 40,000 square feet; and

WHEREAS, it is the intent of the Developers to so limit residential development and comply with all rules and regulations that now apply, and in recording this Restriction Agreement intend that restrictions contained herein as to Common Areas, specifically the non-development of Common Areas and

limitations on transfer of Common Areas, shall remain in effect for so long as the above-referenced rules and regulations are in effect; and

WHEREAS, the undersigned desires to establish a general plan pertaining to the enjoyment and use of said lots for the benefit of said prospective purchasers, and to restrict the use thereof in a uniform manner, and to put all persons, firms or corporations on notice of such restrictions; and

WHEREAS, the undersigned desires to make Yorkshire Farms subject to the North Carolina Planned Community Act, North Carolina General Statutes, Section 47F-1-101 et. seq., as amended from time to time; and

WHEREAS, PLANTATION RIDGE PARTNERSHIP, a North Carolina General Partnership, is the Declarant and Developer of Yorkshire Farms, a planned residential development.

NOW, THEREFORE, in consideration of the premises, the said parties of the first part hereby covenant and agree with said prospective owners that each of the aforementioned numbered lots shall be held, sold, encumbered, and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth, and said restrictive and protective covenants and conditions shall become a part of each instrument conveying any of said numbered lots as fully and to the same extent as if set

forth therein. As a condition of the sale or conveyance of any of said numbered lots, the purchasers agree and covenant to abide by and conform with said restrictive and protective covenants and conditions as herein set forth.

ARTICLE I – DEFINITIONS

Section 1. Architectural Review Committee shall mean a committee of not less than three (3) nor more than five (5) individuals as provided in Article VII hereof.

Section 2. Association shall mean and refer to Yorkshire Farms Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 3. Board of Directors shall mean the governing Board of Yorkshire Farms Property Owners Association, Inc., selected in accordance with the bylaws thereof.

Section 4. Common Area shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the owners shown on any plat of the property duly recorded in the Rowan County Public Registry and made subject to the provisions of this Declaration, including all public streets within the subdivision.

Section 5. Declarant shall mean and refer to Plantation Ridge Partnership, a North Carolina General Partnership composed of Belle Realty Development Company, a North Carolina Corporation and Trexler Construction, Inc., a North Carolina Corporation, and those of its successors and assigns, if any (other than the Association), to whom the rights of the Declarant hereunder are specifically transferred subject to the terms and conditions as the Declarant may impose.

Section 6. Property shall mean the real property shown on the above-referenced recorded plats.

Section 7. Lot shall mean the separately numbered parcels depicted on the above-mentioned maps; provided, however, that the owner of all of a numbered parcel on said map may combine such numbered parcel with another numbered parcel or parcels, and the aggregate shall be considered as one “Lot” for the purposes of these restrictive and protective covenants and conditions. Declarant reserves the right to transfer all or any portion of a lot deemed by Declarant, in Declarant’s sole discretion, to be surplus or unusable for any reason to the Yorkshire Farms Property Owners Association.

Section 8. Member or Members shall mean and refer to an owner or owners of Lots, including the Declarant, and each and every person or entity holding membership in the Association.

Section 9. Property Owner or Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers and owners of an equity of redemption, but excluding contract purchasers and those having such interest in a lot solely as security for the performance of an obligation.

ARTICLE II – MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be

separated from ownership of any lot.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the lots. Each lot shall entitle the owner(s) of said lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine, but in no event shall any lot have more than one (1) vote. Voting rights may be suspended by the Board of Directors, to any owner not in compliance with this Declaration, bylaws or rules and regulations of the Association, after notice and opportunity to be heard has been given as set forth in the North Carolina Planned Community Act, as amended from time to time.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors. The Declarant shall have the authority to designate the initial or Board of Directors, composed of not less than three (3) nor more than nine (9) property owners which shall serve until the selection of a Board in accordance with the bylaws. Declarant may designate the Board to fulfill the responsibilities of the Declarant with regard to consent and approval requirements of this Declaration. If the Declarant should cease to exist prior to designating the initial Board, the majority of the then owners of property shall designate the initial Board of Directors. In such case the Board of Directors, when named by the Declarant or by the owners, as appropriate, shall have all privileges, powers, rights, and authority theretofore vested in the Declarant, including the right to name a successor or Board of Directors, the composition of which shall be

subject to approval of a majority of the then owners of property in the subdivision by a vote.

ARTICLE III – PROPERTY RIGHTS

Section 1. Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is described in the above referenced maps and is located in Rowan County, North Carolina.

Section 2. Ownership of Common Areas. The Association shall retain ownership of the Common Areas **subject to the subdivision, use and transfer restrictions contained herein with regard to Rules Governing Public Water Systems, North Carolina Administrative Code, Title 15A, Subchapter 18C Section .1211.** Notwithstanding the recordation of any map or any other action by the Association, the Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the general public. The Association shall be responsible for the upkeep and maintenance of the same.

Section 3. Owner's Right to Use and Enjoy Common Areas. Every owner shall have a non-exclusive right and easement to use and enjoy the Common Areas which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a). The right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the same to ensure the safety and rights of all owners;

(b). The right of the Association to limit the use of the Common Areas to

owners who occupy a residence on the Property, and to their families, tenants, and guests; and,

(c.) After notice is given and the opportunity to be heard provided, the right of the Association to suspend the voting rights and rights of an owner to the use of the Common Areas for any period during which any assessments against said owner's his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration or rules and regulations of the Association.

ARTICLE IV – ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, repairs and maintenance and other purposes. Any such assessments or charges, together with interest, costs and applicable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the lot against which such assessments or charges are made. Such assessments or charges, together with interest, costs and applicable attorneys' fees, shall also be the personal obligation of the person(s), firm(s), or corporation(s) owning such lot at the time when the assessments or charges fell due, but such personal obligation shall not be imposed upon such owner's successors in title unless expressly assumed by the successor in title. Such unpaid assessments or charges shall, however, continue to be a lien upon the lot against which the assessments or

charges have been made.

Section 2. Purposes of Assessments and Duties of Association. The assessments or charges levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against any such property, the procurement and maintenance of insurance, the employment of attorneys to represent the Association when necessary, payments of principle and interest on funds borrowed for Association purposes and such other needs as may arise. Without limiting the generality of the above-described purposes, the Association shall be responsible for performing the following in a diligent and reasonable manner, and the assessments or charges levied by the Association may be used for the following purposes:

(a) To maintain all Common Areas and Streets in accordance with rules and standards as set by the North Carolina Department of Transportation and as may be amended from time to time;

(b) To keep all Common Areas clean and free from refuse and debris and to maintain any other amenities in a clean and orderly condition, and to maintain the landscaping therein in good condition and appearance;

(c) To pay all ad valorem taxes levied against the Common Areas and any

other property owned by the Association;

(d) To pay the premiums on all hazard insurance carried by the Association and all public liability insurance carried by the Association and officers' and directors' liability insurance;

(e) To pay legal, management, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein; and

(f) To provide such repair and maintenance to public streets located within the Property as the Association shall deem appropriate, including the repair and maintenance of roads, street lights, rights of way, and access areas.

Section 3. Annual Assessments for Streets and Common Areas. Declarant shall be responsible for installing the streets according to North Carolina Department of Transportation standards and specifications. Maintenance of streets to such NCDOT standards shall remain the responsibility of Declarant until such time as Declarant transfers the Common Areas to the Yorkshire Property Owners Association, at which time the Yorkshire Property Owners Association shall be responsible for the continuing obligation of street maintenance to the above-referenced standards and specifications. Maintenance of street lighting and all other Common Areas will be the responsibility of the Declarant or the Association; provided, however, that the Declarant or the Association shall have no responsibility to remove snow or ice from said streets. Each owner of property within the subdivision shall pay annually on July 1st of each year, the sum of _____ (\$_____.00) dollars per lot owned, to be used for the repair and maintenance of roads, rights of way, access areas and Common Areas

located within the subdivision. Such assessments or charges shall be paid to the Declarant or to the Association, which shall use the funds received by it for the repair and maintenance of such roads, street lights, rights of way, access areas, and Common Areas. Declarant shall contribute the amount necessary (in excess of the amount collected from Property Owners) to maintain said facilities for a period of three (3) years or until a minimum of seventy-five (75%) percent of the Lots are sold. Upon sixty (60) days notice to Property Owners of lots in the subdivision, the Declarant may discontinue collecting such assessments or charges. After such discontinuance, the Board of Directors shall be responsible for the collection of such assessments or charges and for the repair and maintenance of such roads, street lights, rights of way, access areas and Common Areas. The annual assessments or charges of one hundred twenty (\$120.00) dollars may be increased, decreased or discontinued at any time after the earlier of (a) the second (2nd) anniversary of the date of these restrictions or (b) the date by which seventy-five (75%) percent of the lots in the subdivision have been sold by the Declarant. Any change or discontinuance in assessments or charges shall be by the affirmative vote of at least seventy-five (75%) percent of the then owners of lots in the subdivision. The annual assessments or charges shall constitute a lien on the lots subject to such assessments or charges and the owners of such lots acquiring title thereto from time to time shall be held to have covenanted and agreed to pay all amounts provided for above.

It is understood that the streets within the subdivision are to be constructed in

accordance with state standards and specifications so that the State of North Carolina Department of Transportation can assume responsibility therefor at the earliest practicable time. Lot owners will cooperate in such transfer of authority and in no way interfere with it, and the Board of the Property Owners Association shall have full authority to act on behalf of the property owners.

Section 4. Special Assessments for Capital Improvements and Other Matters. In

addition to the annual assessments or charges authorized above, the Association may levy, in any assessment year, special assessments or charges for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property related thereto, repayment of indebtedness and interest thereon, providing funds to pay for unforeseen or unbudgeted expenditures, borrowing the funds to make the Property comply with zoning ordinance(s), borrowing of money for capital improvement and pledging or mortgaging of Association property as security for loans, provided that any such assessments or charges shall have the same assent of the members as provided in Section 3 of this Article, and provided further that the Association shall in no event convey or subject to a security interest any portion of the Common Areas except in compliance with North Carolina General Statutes Section §47F-3-112 of the North Carolina Planned Community Act.

Section 5. Reserves. The Association may, but is not obligated to, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and

replacement of improvements to the Common Areas and those other portions of the Property that the Association may be obligated to maintain. If created, such reserve fund is to be established out of annual assessments or charges.

Section 6. Collection. Annual and Special Assessments or charges shall be collected annually or semi-annually in two (2) equal installments as determined by the Directors.

Section 7. Notice of Quorum for any Action Authorized Under Sections 3, 4 and 5.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4 or 5 of this Article shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

Section 8. Date of Commencement of Annual Assessments; Due Date; Certificate of Payment. The annual assessments or charges provided for herein shall commence as to all lots the day the lot is conveyed by the Declarant and thereafter shall be assessed as of July 1st of each year. At least thirty (30) days before July 1st of each year, the Directors shall fix the amount of the annual assessments or charges against each lot and at least fifteen (15) days before July 1st of each year shall send via first class mail written notice of assessments or charges to every owner of record subject thereto. Each owner accepts that written notices and any correspondence will be sent to the property address unless the owner notifies the Association in writing, United States registered or certified mail, postage prepaid, return receipt requested, of an alternate mailing address. The due dates for the payment of special assessments or charges shall be established by the Board of Directors. If any lot owner fails to receive an assessment notice by July 1st of the year the assessments or charges are due, it becomes the

owners responsibility to contact the Association and make arrangements for payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate setting forth whether the assessments or charges on a specified lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or charges not paid within thirty (30) days after the due date shall incur a one-time late fee or charge in the amount of twenty (\$20.00) dollars, or such other amount established by the Directors, and if not paid within thirty (30) days after the due date, shall bear interest from the due date at a minimum rate of ten (10%) percent per annum, or at the rate established by the Directors at the beginning of the fiscal year of the Association, not to exceed the maximum allowed by law. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the owner's lot, and any interest, costs and applicable attorneys' fees of such action or foreclosure shall be added to the amount of such assessments or charges. Any foreclosure of the lien may be in such manner as is prescribed by the laws of the State of North Carolina for foreclosure of deeds of trust under powers of sale or may be in any other manner permitted by applicable law. No owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the Common Areas or other property of the Association or by abandoning his lot.

Section 10. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a lot. Sale or transfer of any lot shall not affect any assessment lien, However, the sale or transfer of any lot which' is subject to any mortgage or deed of trust, pursuant to a foreclosure

thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments or charges as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments or charges thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

ARTICLE V – USE OF LAND

Section 1. Residential Only. Each lot shall be used solely and exclusively for residential purposes, and no dwelling other than one detached single family, private residence shall be erected on any lot. No trailer, mobile home, on-frame modular or modular home shall be permitted within the subdivision. A detached garage shall be permitted provided that the location, design and materials are approved in advance by the Architectural Review Committee and are in keeping with those used in the dwelling. All driveways shall be concrete or asphalt, and if the installation of driveways requires underground culverts or pipes for the purposes of groundwater flow, such shall be the responsibility of the lot owner and shall be installed according to North Carolina Department of Transportation standards and specifications. No outbuildings shall be erected on any part of the lots in the subdivision without approval in writing from the Architectural Review Committee, and any such use, if permitted, shall be on the rear one-third (1/3) of the lot and shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said lot. Any detached structure that may be permitted shall be underpinned. No lot shall be used for the purpose of

gaining access to property other than property located in YORKSHIRE FARMS; provided, however, Declarant specifically reserves the right to convert any lot for access to land currently owned by Declarant, or land acquired in the future by Declarant for additional phases of Yorkshire Farms.

Section 2. Minimum Size of Residence. Any single story residence erected on any of the lots shall contain a minimum of Eighteen Hundred (1,800) square feet of heated living area, exclusive of open porches, breezeways, carports, garages and basement area, and any multi-story residence shall contain a minimum of Eighteen Hundred Fifty (1,850) square feet, of such space at least One Thousand (1000) square feet of which shall be on the ground floor, exclusive of said porches, breezeways, carports, garages and basement area.

Section 3. Subdivision Not Allowed: Due to the minimum lot size regulations of the State of North Carolina, and for as long as such regulations, specifically Rules Governing Public Water Systems, North Carolina Administrative Code, Title 15A, Subchapter 18C, Section .1211 remain in effect, no individual numbered lot shall be subdivided by sale or otherwise so as to reduce its total area as shown on said map referred to above, unless it is combined with an existing lot to create a larger lot, and requires the written consent of Developers.

Section 4. Residence Design and Construction. All dwellings or accessory buildings erected or placed on any lot shall be of brick, brick veneer, or some material other than

concrete block or cinder block, and no structure of any type shall be so constructed that either concrete block or cinder block is exposed above ground level on any of the lots in said subdivision. Before any building may be placed on any lot, the plans and site location must be approved in writing by the Architectural Review Committee. If said plans are revised after such initial approval, and if the revisions will affect the exterior of any building, the written approval of the Architectural Review Committee must be obtained for the revised plans.

Section 5. Setback Lines. No building shall be located nearer to the front lot line than thirty (30) feet (as shown on the recorded subdivision maps); no building shall be located on any lot or tract nearer to any side lot line than ten (10) feet nor twenty (20) feet from the side lot line from any abutting street (as shown on the recorded subdivision maps). No building shall be located nearer to the rear lot line than thirty (30) feet with the exception of an outbuilding which may be located ten (10) feet from the rear property line. For the purpose of this agreement eaves, steps, and open porches shall not be considered as part of a building. No fence or other obstruction, other than live plants not more than four (4) feet in height, shall be erected or permitted on the front portion of any residential lot within fifty (50) feet of the front line of said lot except with the written consent of the Declarant; no chain link fencing will be permitted on any part of any lot, except that the Declarant (and only the Declarant) may install fences or plants higher than four (4) feet or may use a chain link fence as necessary for safety, screening, aesthetics or other such reasons. In the event of an unintentional violation of any of the restrictions herein set forth with respect to any lot, the right is reserved to

the Declarant, by and with the mutual written consent of the owner of such lot, to change the building line restrictions set forth herein as to that lot up to a maximum of twenty (20%) percent.

Section 6. Utilities and Drainage Easements. The undersigned may designate for their use, or the use of others in the future (including, but not limited to, municipal or public utilities), a ten (10) foot wide right of way over, under and along all lot lines, for installation and maintenance of pipes, lines and other equipment or apparatus necessary to or useful for furnishing electric power, gas, water, telephone service and other utilities to the lots in said subdivision or for handling drainage requirements for the lots in said subdivision. Certain lots are subject to a twenty (20) foot public drainage easement as shown on the recorded subdivision maps referenced above. Any piping for drainage along front lot lines shall be subject to advance written approval by Declarant and the North Carolina Department of Transportation, and said approval shall include, among other appropriate criteria, the size, style and type of any such piping and the topographical grade for the installation thereof. Within the foregoing easements, no structure or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities on or account of temporary or other inconvenience

caused thereby against the Declarant, or any utility company or municipality, or any of its agents or servants are hereby waived by the owners.

Section 7. Septic and Water Systems. Sewage systems will be by septic tanks which will be installed and maintained as directed by the Rowan County Health Department. Installed systems causing noxious odors, drainage or other problems, shall be promptly repaired by the lot owner. Water will be the responsibility of each lot owner, and all wells shall be installed and maintained as directed by the Rowan County Health Department. In the event that any governmental authority should require the installation of sanitary sewers and appurtenances or municipal water service, or should provide the same, in connection with future sale and development of any or all of the lots within the subdivision, all owners of lots in the subdivision shall utilize said facilities and services and shall pay their proportionate share of the cost and expense imposed by said governmental authority for providing said facilities and services within six (6) months after installation of said system or systems.

Section 8. Common Areas. Developers have designated certain Common Areas within the development as shown on the above-referenced plat. It is the intent of Developers to transfer ownership of such Common Areas to the Home Owners Association for future management. Any and all designated Common Areas are hereby restricted to prevent any and all development, either for residential use or otherwise, that would violate current State of North Carolina Rules Governing Public Water Systems, North Carolina Administrative Code, Title 15A, Subchapter 18C, Section .1211 that limit residential density to no more than one residential

dwelling unit per every 40,000 square feet of land. This restriction may not be modified or terminated for so long as such rules are in effect in North Carolina, and shall run with the land for the benefit of all owners of lots within the development. Any transfer of Common Areas by the Developers or the Home Owners Association shall be subject to this restriction.

ARTICLE VI – PROHIBITION AGAINST OFFENSIVE USE; MAINTENANCE OBLIGATIONS

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; no privy shall be constructed or kept on the land conveyed, nor shall any use of said property be made or permitted which shall be noxious or dangerous to health; no signs or billboards of any description shall be displayed in any manner upon the above described subdivision or any part thereof, with the exception of "For Rent" and "For Sale" signs, which signs shall not exceed two feet by three feet in size, except signs by the Declarant; no trailer, tent, shack, or temporary residence shall be constructed or maintained on said property at any time; no garage, trailer, mobile, on-frame modular or modular home, tent, shack, barn or other outbuilding shall be used as a residence, either temporarily or permanently; no structure not in conformity with the entire restriction agreement, including advance Declarant or Architectural Review Committee approval, shall be moved onto any lot; no lot in said subdivision may be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse

and any such material shall not be kept thereon except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition; all campers, boats and recreational vehicles shall be parked at the rear of any dwelling structure behind the rear line of such dwelling structure; no commercial vehicles shall be parked at any time or place within the subdivision without the advance written approval of the Declarant; non-operating vehicles, unused objects or apparatus, other unsightly objects, or any portion thereof shall not be permitted to remain on any lot; no transmitting or receiving tower, or antenna (other than those normally used for customary household radios and appliances) shall be permitted; any satellite dish over 36 inches in diameter shall be approved by the Declarant before installation; no above-ground pools shall be constructed or maintained on said property at any time, and any in-ground pools must be properly fenced in to insure the safety of the residents of the subdivision; each purchaser of a lot shall cause each lawn to be mowed as needed and provide for the maintenance of the buildings to assure good condition and appearance; no animals, livestock, or poultry of any kind shall be raised or kept on any residential lots, except that dogs, cats or other domestic pets may be kept provided that they are not kept for any commercial purpose and do not constitute or become an annoyance or nuisance to the neighborhood, and provided further that the Board of Directors of the Property Owners' Association, shall have the authority to determine when such pets have become an annoyance or nuisance and to provide reasonable rules and regulations for the control of such pets; no mini-bikes, all-terrain vehicles (ATVs) or trail bikes shall be

permitted on common areas, streets or vacant lots, except that motorcycles shall be allowed a right of ingress and egress upon designated streets from Sherrill's Ford (State Road 1526) to a residence.

In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises in accordance with the requirements herein specified, then the Declarant or a designee of the Board of Directors of the Association may enter upon such lands and take appropriate corrective action, including removal of refuse, unsightly objects and the like, at the expense of the owner, and such entry shall not be deemed a trespass.

In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises in accordance with the requirements of the Declaration, the Association may seek remedies in accordance with the North Carolina General Statutes, Chapter 47F, titled the North Carolina Planned Community Act, as amended from time to time.

ARTICLE VII – ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. The Declarant shall serve as the Architectural Review Committee until such time as the Declarant discontinues the collection of fees, after which the Association's Board of Directors shall select an Architectural Review Committee of not less than three (3) nor more than five (5)

property owners to review plans and specifications and to make determinations normal and customary for such committees in accordance with the standards and requirements of Article V of this Declaration.

ARTICLE VIII – TERMS OF RESTRICTIONS

Section 1. Amendment. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons owning lots in the above described subdivision for a period of twenty-five (25) years from the date of the recording of this instrument, and after that time, said covenants, conditions and restrictions shall be further extended automatically for successive periods of ten (10) years, unless, subsequent to the initial twenty-five (25) year period, an instrument signed by a majority of the then owners of the lots or tracts has been recorded, agreeing to change said covenants in whole or in part; **PROVIDED, HOWEVER, THE RESTRICTIONS LIMITING DEVELOPMENT OF COMMON AREAS AND MINIMUM LOT SIZE MAY NOT BE AMENDED OR TERMINATED FOR SO LONG AS Rules Governing Public Water Systems, North Carolina Administrative Code, Title 15A, Subchapter 18C, Section .1211 ARE IN EFFECT.**

Section 2. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and enforceable under the North Carolina Planned Community Act, as amended from time to time. Failure by the Association or by any owner to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Invalidation. Invalidation of any of the covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Notices. All notices, demands, requests, permissions, consents or approvals (“Notices”) given by the Declarant or the Association to any owner or by any owner to the Declarant or the Association shall be in writing and shall be deemed to have been properly given ten (10) days after posting if sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed: (a) if to the Association to its registered agent at its registered office; or (b) if to an owner, at the street address of the owner’s lot, or if none, to the mailing address of said owner as it appears in the office of the Rowan County Tax Assessor.

Section 5. Applicable Law. This Declaration shall be governed by the North Carolina General Statutes, Chapter 47F, titled the North Carolina Planned Community Act, as amended from time to time.

Section 6. Binding Effect All of the covenants, stipulations and conditions contained in this Declaration shall be binding upon and inure to the benefit of the Declarant, the Association, the owners, and their respective heirs, personal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties of the first part have caused this instrument to be executed in their corporate names by their duly authorized officers and their corporate seals to be hereto affixed by authority of their Boards of Directors, the day and year first written above.

PLANTATION RIDGE PARTNERSHIP
a North Carolina General Partnership, Declarant

By: BELLE REALTY DEVELOPMENT COMPANY
(a North Carolina Corporation), Partner

By: _____
President

ATTEST:

Secretary

By: TREXLER CONSTRUCTION, INC.
(a North Carolina Corporation), Partner

By: _____
President

ATTEST:

Secretary

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, _____, a Notary Public of the aforesaid County and State, certify that _____ personally came before me this day and acknowledged that she is the Secretary of Belle Realty Development Corporation, a corporation, partner of Plantation Ridge a North Carolina General Partnership, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

WITNESS my hand and notarial seal, this the ____ day of _____, 2007.

Notary Public

Typed/Printed Name: _____

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, Patty M. Dunn, a Notary Public of the aforesaid County and State, certify that Carol H. Epperson personally came before me this day and acknowledged that she is the Assistant Secretary of Trexler Construction, Inc., a corporation, partner of Plantation Ridge a North Carolina General Partnership, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

WITNESS my hand and notarial seal, this the ____ day of _____, 2007.

Notary Public

Typed/Printed Name: _____

My commission expires: 07/18/2011

Checklist for Review of Conditional Use Permits

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

Applicant: Plantation Ridge Partnership
Property Owner: Plantation Ridge Partnership
Tax Parcel: 201-016 **Location:** 6600-7400 Blk Mooresville Rd
Request: 167 Lot Planned Development / Cluster Subdivision

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

	YES	NO
Purpose.	<input type="checkbox"/>	<input type="checkbox"/>
Minimum of 4 dwelling units.	<input type="checkbox"/>	<input type="checkbox"/>
Setbacks.	<input type="checkbox"/>	<input type="checkbox"/>
Buffers.	<input type="checkbox"/>	<input type="checkbox"/>
Density.	<input type="checkbox"/>	<input type="checkbox"/>
Common Areas.	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

	YES	NO
Motion 1: The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.	<input type="checkbox"/>	<input type="checkbox"/>
Supporting Fact(s):	<div></div>	

Motion 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.	<input type="checkbox"/>	<input type="checkbox"/>
Supporting Fact(s):	<div></div>	

Motion 3: That the location and character of the development in accordance with conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.	<input type="checkbox"/>	<input type="checkbox"/>
Supporting Fact(s):	<div></div>	

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

Condition 1:

Condition 2:

Additional Conditions:

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

MOTION TO: GRANT ☐ DENY ☐ CONTINUE ☐

Arnold S. Chamberlain, Chairman
Chad Mitchell, Vice-Chairman
Jon Barber
Tina Hall
Jim Sides



Gary L. Page, County Manager
Carolyn Athey, 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

CERTIFICATE OF APPROVAL

CONDITIONAL USE PERMIT

Rowan County, North Carolina

FILE NUMBER: CUP 07-07

Owner(s)/Applicant(s): Plantation Ridge Partnership

In accordance with the provisions of the Rowan County Zoning Ordinance, on October 20, 2008, the Rowan County Board of Commissioners unanimously (5-0) approved the request to allow a 147-lot conservation subdivision on the 196.8 acre tax parcel **201 016** located at the 6600-7500 block of NC Highway 150.

Findings of Fact

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

FACT: North Carolina Department of Transportation (NCDOT) has concluded that the proposed driveway connection has adequate site distance and has approved the connection permit.

FACT: In order to facilitate adequate and safe access to the development, the developer (Plantation Ridge Partnership) will be required to construct left and right turn lanes on Mooresville Road.

FACT: As of 2006, this section of Mooresville Road between White and Briggs Road had a volume to capacity ratio of .57 (4,000 daily trips compared to a capacity of 7,000 trips). The proposed development may generate an additional 1,470 daily trips, increasing the VOC to .78.

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.

FACT: No material evidence has been presented that suggests this proposal would injure property values for adjoining lots.

FACT: Since a conditional use permit is only required for clustering in this district, approving this request should not injure adjoining property values any more than the current zoning.

Equal Opportunity Employer



recycled paper

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.

FACT: The proposed conservation development would increase the single-family residential base in the area, while also preserving 86.7 acres of woodlands and 5.3 acres of grassland (92.0 acres total).

FACT: The Rowan County Thoroughfare Plan and Report (2000) estimates that dwelling units in the traffic analysis zone (TAZ) in which the proposed cluster development is located will increase from 466 to 869 units between 1995 and 2025.

FACT: The developer proposes to use architectural elements that complement the surrounding area as well as heavily restrict outside elevations to ensure as little visual impact as possible.

FACT: The addition of the perimeter buffer along the northern property line and the wooded undeveloped areas should ensure a visual separation from adjoining uses.

Approved by: Arnold S. Chamberlain 10-21-08
Arnold S. Chamberlain, Chairman Date

Accepted by: _____
Applicant Date

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

My commission expires _____, 20____.

Name of Petitioner/Agent: _____ Notary Public
Phone # (____) _____

Address _____

Sec. 21-59. Evaluation criteria.

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

- (1) Adequate transportation access to the site exists; *YES, HIGHWAY 150 IS A PRIMARY ROAD*
- (2) The use will not significantly detract from the character of the surrounding area; *PROPERTY IS SURROUNDED ON 3 SIDES BY RESIDENTIAL*
- (3) Hazardous safety conditions will not result; *NO*
- (4) The use will not generate significant noise, odor, glare, or dust; *NO*
- (5) Excessive traffic or parking problems will not result; and *NO*
- (6) The use will not create significant visual impacts for adjoining properties or passersby. *NO*

(e) *Required findings.* All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made:

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



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 06-17
Date Filed 8/23/17
Received By SAS
Amount Paid \$200.00
Office Use Only

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: PLANTATION RIDGE PARTNERSHIP
Signature: [Signature]
Phone: 704 636 2021 Email: LCU28144@YAHOO.COM
Address: 301 N. MAIN ST
SALISBURY NC, 28144

APPLICANT / AGENT INFORMATION:

Name: LEE WALLACE
Signature: [Signature]
Phone: 704 636 202 Email: LW28144@YAHOO.COM
Address: SAME

PROPERTY DETAILS:

Tax Parcel: 201-012, 015, 016 Zoning District: RA
Date Acquired: 2004, 2017 Deed Reference: Book 1017 Page 755
1292 108 + 104
Property Location: HIGHWAY 150
Size (sq. ft. or acres): 204 ± Street Frontage: 260'
Current Land Use: AGRICULTURAL

Surrounding Land Use: North RESIDENTIAL
South 1'
East 1'
West AGRICULTURAL

PURPOSE & SECTION:

State purpose of conditional use permit:

RESIDENTIAL SUB-DIVISION

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

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: [Signature] 2. Board of Commissioners
Public Hearing: 09/18/17 3. Notifications Mailed: 09/06/17 4. Property Posted:
09/06/17 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified:
____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: September 8, 2017
SUBJECT: Quasi-judicial Hearing for Amending CUP 03-15

Duke Energy Corporation is requesting an amendment to their previously approved conditional use permit (CUP 03-15) to construct a six (6) megawatt photovoltaic solar energy system with a single-axis tracker system.

Conduct quasi-judicial hearing, three separate motions to adopt findings of fact, and a motion to approve / deny / table CUP 03-15 Amendment.

ATTACHMENTS:

Description	Upload Date	Type
Chairman's Speech	9/8/2017	Exhibit
Staff Report	9/8/2017	Exhibit
Site Plan	9/8/2017	Exhibit
Applicant's project narrative and exhibits	9/8/2017	Exhibit
GIS Map	9/8/2017	Exhibit
Certificate of Approval for Previous Request	9/8/2017	Exhibit
Procedural Checklist	9/8/2017	Exhibit
Application	9/8/2017	Exhibit

CUP 03-15 AMENDMENT CHAIRMAN'S SPEECH

The hearing for consideration of amending CUP 03-15 is now in session and will focus on an application submitted by Duke Energy Corporation to construct a 6 Megawatt Solar Energy System on Tax Parcel 826-002 located at the corner of NC 801 Highway and Old US 70 Highway.

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

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

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

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

Shane Stewart will present the case for the County.



Rowan County Planning and Development Department

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

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

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: September 7, 2017
RE: **CUP 03-15 Amendment**

SUGGESTED BOARD OF COMMISSIONERS ACTION

☐ Sworn oath for those testifying ☐ Receive staff report ☐ Petitioner comments ☐ Public comments ☐ Close hearing and discuss ☐ Three (3) separate motions to adopt findings of fact ☐ Motion to Approve / Deny / Table
CUP 03-15 Amendment

BACKGROUND

On September 21, 2015, the Board of Commissioners (BoC) approved a six (6) megawatt solar energy system for the Duke Energy Corporation on a portion of their 116 acre Industrial (IND) zoned property located at the corner of Old US 70 and NC 801 Hwys. referenced as Tax Parcel 826-002. Since this time, Duke Energy has expressed interest in modifying the proposed solar layout to incorporate a single-axis tracker system. Unlike the fixed systems proposed in all previous applications the county has received to date, the single-axis tracker system is designed to rotate the panels back and forth to optimize direct sunlight hours. As a result of the panel movement and the additional shading cast by the panels, the acreage needed for the same six (6) megawatt output will double in size.

Per section 21-58(f) of the Zoning Ordinance, the expansion area and transition to a tracking system require subsequent consideration by the BoC.

REQUEST

Duke Energy Corporation is requesting an amendment to their previously approved conditional use permit (CUP 03-15) to construct a six (6) megawatt photovoltaic solar energy system with a single-axis tracker system.

**CONDITIONAL
USE
REQUIREMENTS**

Section 21-60 (4) of the Zoning Ordinance indicates solar energy systems larger than 6,000 sq.ft. are subject to the following standards (**staff comments in bold text**):

1. *Setbacks*. Solar collectors shall be located a minimum of fifty (50) feet from adjoining property lines. **The proposed site plan indicates all solar panel arrays will be more than 50 feet from adjoining property lines.**
2. *Airport Zone Overlay (AZO)*. Systems proposed within ten thousand (10,000) feet of the extended runway approach surface of the AZO shall provide an approved FAA form 7460. **N/A. The proposed site is not located within the approach surface of the AZO.**

EVALUATION CRITERIA

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

1. **Adequate transportation access to the site exists.** The property has 1,673 feet of frontage on a major thoroughfare in NC 801 Hwy and 1,567 feet of frontage on a minor thoroughfare in Old US 70 Hwy. The site plan indicates facility access at an existing farm road on NC 801 on the northwest corner of the property. On September 14, 2015, NCDOT approved Driveway Permit No. 15-019 RD for the proposed connection on NC 801 Hwy.
2. **The use will not significantly detract from the character of the surrounding area.** This property is part of an existing 1,493 acre IND district containing a number of industrial uses including the Southern Power natural gas plant and associated switch station (east), Magna Composites (south), and Performance Fibers (south). Properties to the north and west are used as agricultural crop and hayfields. A concentration of 14 residences is located due south of the proposed solar arrays along Old US 70. Other uses within the area include the American Legion Post 106 and West Rowan Sports Complex located at 6250 and 6490 NC 801 Hwy respectively west of the proposed facility.

During a 2013 zoning ordinance amendment process, it was agreed that solar energy systems generally are appropriate in rural settings and within the Rural Agricultural (RA) district. Considering the allowed uses permitted in the IND district, a solar energy system would not detract from the character of the area.

This property is located within Area 1 and the highway corridor overlay for US 70 according to the Western Area Land Use plan suggesting this land use would be appropriate for the area.

3. **Hazardous safety conditions will not result.** A seven (7) foot chain link security fence is proposed to restrict access to the facility with warning signage posted around the facility. No hazardous safety conditions are envisioned.
4. **The use will not generate significant noise, odor, glare, or dust.** If approved, the installation phase should generate more noise and dust than during operation based on the passive nature of this use. From staff's experience at a similar site, the inverters exhibit a "hum", which should be minimal and should not exceed the noise ordinance levels. According to the applicants report, the "noise" level attributed to the small 25 V DC motor used to power the panel rotation for each row of modules would be "imperceptible over background noise at distances greater than 10 feet from the motor" (pg. 9).

The reflectivity, or albedo, of the panels should be minimal since they are designed to absorb the sun's energy rather than reflect. Surprisingly, most solar panels have similar if not lower albedo levels than agricultural crops, grass, and bodies of water (Source: Oke: 1992 and Ahrens: 2006 by means of *Encyclopedia of Earth "Albedo"*, 2010 and *Photovoltaic Engineering Handbook*, Lasnier and Ang: 1990).

Odor – N/A.

5. **Excessive traffic or parking problems will not result.** The approved driveway permit should ensure the facility has safe and adequate access to NC 801. The two (2) proposed parking spaces will provide sufficient parking for the infrequent site visits. Both NC 801 and Old US 70 carry well under their design capacity and can accommodate the small number of increased trips.
6. **The use will not create significant visual impacts for adjoining properties or passersby.** The solar energy system will be well visible from both NC 801 and Old US 70. Duke Energy is proposing the Planning Staff encouraged landscape screen adjacent to residences along Harbor Ct. and Old US 70 to mitigate visual impacts of the facility. Considering existing uses in the vicinity, potential land uses allowed within the IND zone, and the general acceptance of rural applications void of large concentration of residential uses are typically in harmony with the area, this request should not create a significant negative visual impact.

Planning Staff did question the proximity of the expanded area to residents along Harbor Ct. relative to the additional acreage Duke owns to the east. Section 1.1 on page 2 of the applicant's report indicates the need to reserve a large portion of land along the eastern property boundary for future substation expansion and right of way needs. As such, the limits of the solar arrays are bound by this location to the east for future substation needs.

PROCEDURES

The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:

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.

See enclosed checklist to guide decision. Planning Staff enclosed the previous findings of fact from the September 21, 2015 decision, which may be appropriate for use in this request.

STAFF COMMENTS

As best staff understands details of the tracking system, it does not appear this modification would present significant from the previously approved application with respect to impacts. The primary change from the previous application is the additional acreage necessary to generate the 6MW output. The applicant is volunteering to double the required setback from 50 to 100' and proposing an evergreen screen along the project boundary of this IND zoned property.



SITE DETAILS

GEOGRAPHIC LOCATION:
35.724568, -80.610257

APPROXIMATE ADDRESS:
6119 NC 801
CLEVELAND, NC 27013

ZONING DISTRICT: IND

FLOODPLAINS: NONE PRESENT

OCCUPANCY DETAILS:
0 REGULAR EMPLOYEES

MAXIMUM ELECTRICAL CAPACITY
OF SITE:
6 MW (AC)

PARCEL DIMENSIONS SHOWN ARE
BASED ON AERIAL IMAGERY AND
ARE APPROXIMATE

PRELIMINARY SITE PLAN
SCALE: 1" = 175'

TITLE		
PRELIMINARY SITE PLAN ADJUSTMENT		
FOR		
WOODLEAF SOLAR SITE		
	SCALE: 1" = 175'	DES:
	DWG TYPE:	DFTR:
	JOB NO:	CHKD:
	DATE: 4/7/16	ENGR: SAA
FILENAME:	WOODLEAF_PLAN.DWG	APPD:
DWG SIZE	DRAWING NO.	REVISION
ARCH D 24.0"x35.5"	S100.01	0



Conditional Use Permit Application

Woodleaf Solar

July 28, 2017
Rowan County



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SECTION 1: PURPOSE OF CONDITIONAL USE PERMIT & PROJECT NARRATIVE

1.1 Introduction

Duke Energy, a regulated utility based in Charlotte North Carolina, seeks a Conditional Use Permit for its 6 Megawatt (MW) Woodleaf Solar Facility. If approved, the facility will produce clean, renewable energy for local homes, in addition to providing short-term stimulus and job creation, along with long-term tax revenue. The facility will not require any additional services or infrastructure from Rowan County.

In September of 2015, the Rowan County Commissioners approved a Conditional Use Permit for this exact parcel for a 6 MW fixed tilt solar facility. The approved acreage for this facility was 26 acres. The project was expected to be online by the end of 2016. However, prior to the execution of the Interconnection Agreement for Woodleaf, Duke Energy Carolina's (DEC's) Distribution Group implemented a Circuit Stiffness Review ("CSR"), which imposed additional screening criteria for all new distribution interconnection projects proceeding through the interconnection study process. As a result of the CSR review, the Woodleaf project's construction start date and commercial operation date have been delayed from what was originally projected.

During this time there have been several advances in solar technology. One of the key advances that the Woodleaf project would like to take advantage of is the use of a single-axis tracking system rather than a fixed tilt system. A tracking system allows solar panels or modules to be directed toward the sun by changing its orientation throughout the day to follow the sun's path to maximize efficiency of the system.. A single-axis solar tracker rotates on one axis moving back and forth in a single direction, and is more efficient than the fixed tilt system. Due to the rotation of the single-axis tracker, the spacing between rows needs to be increased to avoid shading the solar modules. The acreage required for a 6 MW project with single-axis tracker system is approximately 48 acres.

Currently, this parcel is owned and maintained by Duke Energy Carolina's transmission group. Duke Energy owns and operates a substation directly east of the proposed project site and had purchased this parcel for potential future expansion of the substation. While obtaining internal company approvals to place a solar facility on this site, an eastern most boundary was determined which would allow room for any potential expansion of the substation or additional right-of-ways that may be required in the future. The project is proposing to extend the solar array as far to the east as allowed by the Duke Energy transmission group and slightly south. The expected buffer for the extended portion of solar panels will be increased from 50 to 100 feet along those expansion area. A landscape buffer will be planted along the western and southern fence line to match the approved landscape of the original submittal.

1.2 Applicant Background

Duke Energy Carolinas is a regulated public utility primarily engaged in the generation, transmission, distribution, and sale of electricity in portions of North Carolina and South



Carolina. Duke Energy Carolinas' service area covers approximately 24,000 square miles and supplies electric service to 2.5 million residential, commercial and industrial customers. Currently, Duke Energy Carolinas has invested almost \$300 million in new solar projects in North Carolina across four projects totaling 137 megawatts.

1.3 Project Narrative

Duke Energy proposed to build a 6 MW_{AC} Solar PV facility on a 112 acre parcel near the intersection of North Carolina Highway 801 and Old U.S. Highway 70 in Rowan County, North Carolina. The facility will only utilize approximately 48 of the 112 acre Industrial (IND) zoned property. The Site is currently comprised of farmland, deciduous woodland, and a large farmstead.

The Woodleaf Solar Project will consist of approximately 30,000 310-watt Direct Current Polycrystalline silicon photovoltaic modules arranged in rows that are affixed to a metal racking structure and attached to the ground with driven posts. The racking will be a single-axis tracking system where the panels are mounted on a single-axis utilizing a motor with a $\pm 60^\circ$ range of motion relative to the sun. A video of the single axis tracking system can be seen here:

<https://www.youtube.com/watch?v=GjKdLqeHBUU>

The electrical current from the modules will be collected by a series of 1,500 kilowatt inverters, which will convert the direct current (DC) produced by the modules to alternating current (AC). AC is the type of current used by both the electrical grid and common appliances. There will be a total of four (4) inverters on the project site. The output from the inverter is collected at a main service board at a voltage of 12.47 kV to match Duke's electrical distribution system and then sent onward to a point of interconnection with the grid at a power pole located on site. Once the power from the Woodleaf site enters the distribution system, it will flow freely to the nearest entity using power at that time.

The Project will interconnect to the electrical grid by connecting to the 12.47kV distribution line that runs along Old Hwy 70. The Project has applied for interconnection approval and is currently undergoing the Facilities Study phase of the technical evaluation process.

Duke Energy is required to file for a Certificate of Public Convenience and Necessity (CPCN) from the North Carolina Utilities Commission (NCUC). Woodleaf received its CPCN approval on June 6, 2016 after completing a project review in accordance with the State Environmental Policy Act.

1.4 Site Characteristics

The 112 acre site is comprised of farmland, deciduous woodland and a large farmstead. The PV array will be constructed on the western portion of the parcel if approved. This area is relatively flat and will not require significant grading. The farmland consists of disturbed soil that has been tilled.

1.5 Environmental Protection



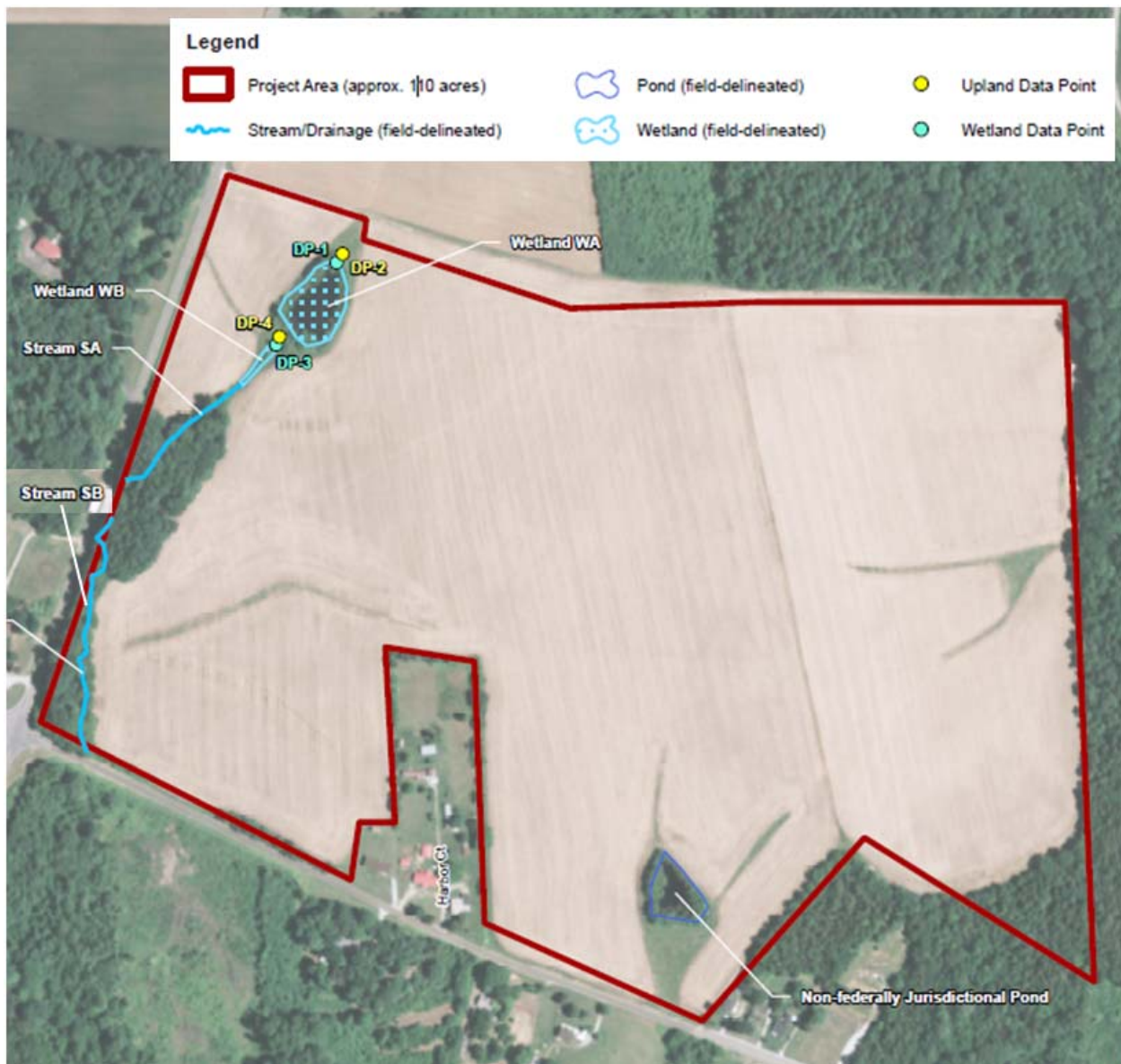
Based on a desktop review of the U.S. Fish and Wildlife Services (USFWS) National Wetlands Inventory (NWI), there are two freshwater ponds/ wetland areas within the Site that will be avoided by the PV array. There is also one unnamed intermittent stream that flows through the western section of the parcel from northwest to southeast. This stream will also be avoided. The site is located within the Yadkin-PeeDee River Basin which does not require a riparian buffer. No portions of the site are within the FEMA 100 year flood plain

An environmental assessment was recently conducted on the project site by Energy Renewal Partners. A review of wetlands, floodplains, vegetation, species and cultural surrounding was completed.

A wetland delineation was then conducted by Energy Renewal to evaluate and survey these potential jurisdictional waters of the U.S. Based on information from both the desktop review and from the observed conditions during the site visit, four potentially jurisdictional features were identified within the subject site. These features included:

- one jurisdictional pond (WA);
- one seep wetland (WB);
- one intermittent stream (Stream SA); and
- one perennial stream (Stream SB).

The pond, wetland and 2 streams will be avoided. The Project will have no impact on wetlands or surface waters. The site is located within the Yadkin-PeeDee River Basin which does not require a riparian buffer.



Additionally, Energy Renewal noted one isolated pond in the southeastern portion of the site that may be considered jurisdictional by the NCDWQ. This site is being avoided by the project.

All jurisdictional determinations will be verified by the USACE. The project is not proposing impacts to jurisdictional waters.

A countywide search reveals 7 federal and state protected amphibian, bird, mussel, or freshwater fish species that may occur within Rowan County. Five of these are mussels and fish which will not be impacted by the project. The other 2 species include:

- Mole Salamander (*Ambystoma talpoideum*) - State Species of Special Concern



- Bald Eagle (*Falco sparverius*) - State Threatened, Federal Protection under the Bald and Golden Eagle Protection Act (B&GEPA)

The site is considered depredated habitat due to the agricultural work that has occurred on the site. The project is not expected to impact either of these species.

No critical habitats of National Wildlife Refuges are within the site. The project will not impact any listed species.

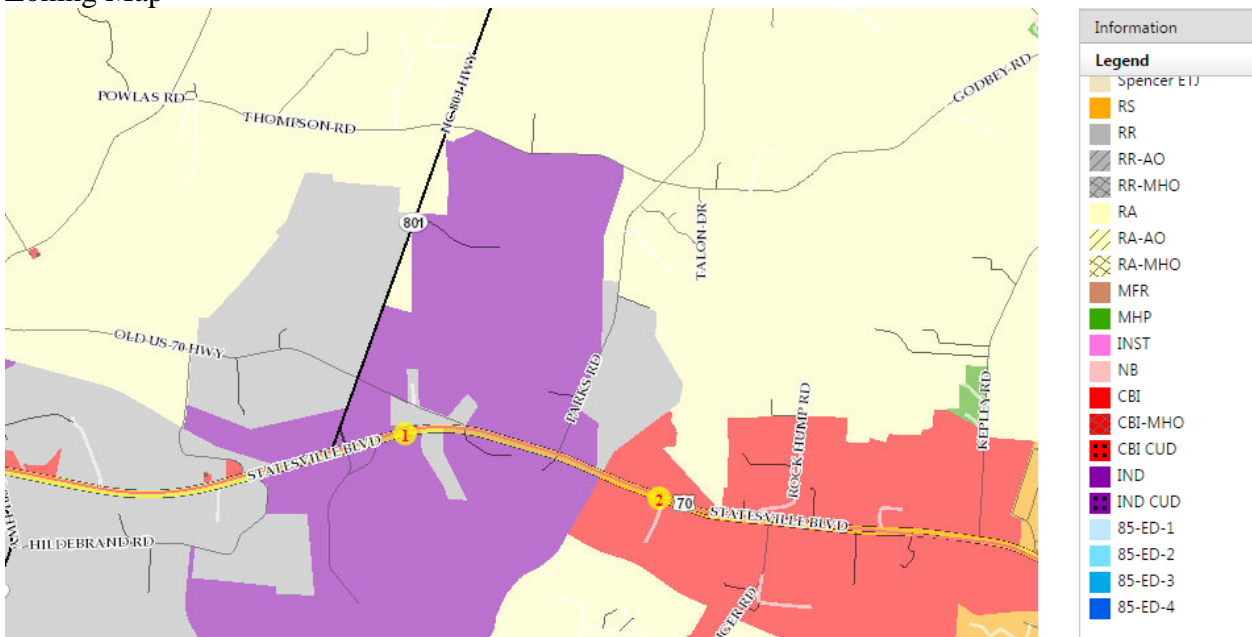
There are no recorded historical sites in the project area. There is one national registered site, Barber Farm, that was identified 1 mile Southwest of the project area. The project will have no impact on Barber Farm.

1.6 Zoning

The Site is currently zoned industrial. Most of the surrounding areas of the site are also zoned industrial with an exception to the Northwest of Rural Agricultural and also west, across Highway 801, the area is zoned rural residential.

“This district is intended to provide for industrial activities involving extraction, manufacturing, processing, assembling, storage, and distribution of products. The district is also designed to accommodate other, more intense nonresidential uses which generate adverse side effects such as noise, odor or dust. The district is typically applied in areas with maximum accessibility to major highways, rail lines, and other significant transportation systems. However this district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.”

Zoning Map





SECTION 2: PLANNING REQUIREMENTS

2.1 Public Health and Safety

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

Solar photovoltaic technology has proven to be a highly reliable and extremely safe form of electrical generation: one with no pollutants, discharges, or emissions of toxic compounds during its use. The photovoltaic effect was first observed, in 1839, by Alexandre Edmund Becquerel. In 1954, Bell Labs introduced the first solar PV device that produced a usable amount of electricity. By 1958, solar cells were being used in small-scale scientific and commercial applications. These include solar-powered watches and calculators.

Most solar PV applications, including the facility proposed herein, use solar panels made from Crystalline Silicon or “solar grade silicon,” which feature silicon modules or wafers cut from either cylindrical or cast square ingots. The advantages of using silicon in solar panels include its high level of efficiency, abundance in nature, and lack of toxicity; disadvantages include its weight and relative inflexibility. Other components of solar panels include glass, aluminum (from which the frame is fabricated), and a bonding compound to hold all of the components together.

Solar PV is now a common, mainstream form of electrical generation. There are over 42,000 MW of cumulative solar electric capacity operating in the United States, and, in 2016, North Carolina added 923 MW of installed solar PV capacity. Likewise, single-axis tracking systems – like the array proposed herein – have become the preferred method of installation for utility scale solar due to decreasing costs, increasing reliability and efficiency. Of the 2,806 MW of utility scale solar installed in 2015, single-axis tracking represented 1,965 MW, or 70% of these installs.

Moreover, solar PV has been installed on or adjacent to a variety of uses: residential, commercial, industrial, and municipal, as well as educational and other institutional uses. These are in addition to ground mounted “utility scale” solar PV arrays, such as the type contemplated by the Facility proposed herein. In all, 382,000 individual solar installations were completed in the U.S. in 2016, and there are over 1.3 million solar PV systems in operation in the U.S. today. Moreover there are over 2,600 MW of installed residential PV capacity operating safely on the rooftops of homes across the country

All employees and contractors would be required to adhere to the appropriate health and safety plans and emergency response plans. All construction and operation contractors would be trained and required to operate under a health and safety program that meets industry and Occupational Safety and Health Administration (OSHA) standards.



Equipment specifications will adhere to the highest safety standards associated with Duke Energy. The Trina solar photovoltaic modules are TUV Rheinland IEC 61730 certified, fulfilling Class A requirements for safety against electrical shock, fire and other potential hazards, as well as UL 1703 certified, complying with the National Electric Code, National Fire Prevention Association and Model Building Codes. In addition, Trina solar has a strong reputation in implementing product stewardship and voluntarily participates in take-back and recycling programs for its end-of-life (EOL) solar modules. Beyond the modules, all racking is UL 3703 & 2703 certified and built using galvanized steel and aluminum structural members to mitigate corrosion. In addition, the solar installation is grid tied, including ABB inverters, described in the project narrative, that disconnect from the grid during outages, ensuring no solar electricity flow while the grid is down.

Duke Energy Carolinas has invested almost \$300 million in solar facilities in North Carolina and currently has 137MW of solar PV on line. These entities demand the utmost in safety from their solar systems in order to protect the individuals who live and work underneath and around them.

2.2 Value of Adjoining or Abutting Property

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.

Of the more common concerns that arise when a solar farm is being proposed, perhaps the most common is the potential impact on property values. This is particularly true in instances where the proposed solar farm is adjacent to or nearby residential areas. Despite the near ubiquity of this question, to the best of the Applicant's knowledge, there have been no studies performed to assess what impact, if any, solar facilities have on adjoining property values. This sentiment has been echoed by thought-leaders in the solar field such as Miriam Makhyoun, Manager of Market Intelligence for the N.C. Sustainable Energy Association, who was quoted at a public forum on the results of solar energy production in North Carolina as saying: "No research has been found specific to ground-mounted solar photovoltaic [panels] and property values."

Kirkland Appraisals, LLC recently conducted a study for the Woodleaf Solar Project to determine if the solar farm will maintain or enhance adjoining or contiguous property values and whether the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located. The results from the study are below:

1. The matched pair analysis shows no impact in home values due to the adjacency to the solar farm as well as no impact to adjacent vacant residential or agricultural land. For the 12 matched pairs assessed, the summary shows that the range of differences is from -5% to +7% with an average and median of +1%. This means that the average and median impact is for a slight positive impact due to adjacency to a solar farm. However, this 1% rate is within the typical variability from real estate. This data shows no negative or



positive impact due to adjacency to a solar farm. Similarly, the land sales shows a median upward impact of 3% due to adjacency to a solar farm, which is within the typical variability of real estate sales and conclude that this data shows no negative or positive impact due to adjacency to a solar farm.

2. The analysis strongly supports the compatibility of solar farms with adjoining agricultural and residential uses. The analysis evaluated criteria such as appearance, noise, odor, and traffic and stigma. The conclusions show that that the proposed solar farm will be in harmony with the area in which it is to be developed.

Please see Exhibit A for the full report.

2.3 General Harmony with the Area

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.

In reference to how the proposed use will be in harmony with the surrounding area, it is worth noting that the proposed Facility can actually enhance it. For example, while traditional agriculture produces dust and runoff, the proposed solar farm will produce neither. Nor is there any traffic that will be created after the construction period has finished. Also, the Facility will be nearly silent, with the exception of the slight electrical “hum” produced by the inverters that should only be able to be heard within a 60’ diameter of the equipment. In addition, no significant noise impact would result from the use of tracker motors as described in the project narrative. The single-axis tracker utilizes small 25 V DC motors on to move each row of modules. The noise level from the tracking drive system is imperceptible over background noise at distances greater than 10 feet from the motor. With the extended buffer, the noise from the motors will not be heard at the project boundaries. The proposed Facility also represents a consistent, predictable land use that will be in harmony with the surrounding area by not contributing to urbanization of the landscape. No additional traffic, subdivision of the land, or need for additional services during that time. The Facility will be in operation for 30 plus years with no significant changes required.

Operations and Maintenance (O&M) buildings are not proposed for these solar facilities and any on-site activities associated with long-term operations and maintenance would be minimal. Monitoring would be conducted from an existing off-site facility. Operational activities would be limited to monitoring plant performance, performing scheduled maintenance for on-site electrical equipment, and responding to utility needs for equipment adjustment. The majority of these tasks would be conducted from an off-site location. Maintenance activities would include, but not be limited to the following: performing periodic inspections and maintenance of transformers and inverters; responding to any problems detected by remote monitoring; conducting weed abatement and dust control activities; cleaning PV panels; and maintaining driveways.

The proposed project would operate during daylight hours only. Operation of the facilities would be managed, monitored, and controlled by off-site staff and through remote monitoring. Security



and some maintenance staff would be available on an on-call basis when necessary. Security fencing would be installed at the project site.

SECTION 3: COMPLIANCE WITH SECTION 21 – 69’S EVALUATION CRITERIA

To Comply with Section 21-69’s Evaluation Criteria Duke is providing the following responses.

3.1 Adequate transportation access

Adequate transportation access to the site exists.

The Site is located adjacent to both Highway 801 and Statesville Blvd which has direct access to Highway 70 for easy access for equipment deliveries and construction personnel. The site will be fenced with a 7 foot chain link fence for security and will have a 20 foot access driveway. The single entry point as currently proposed on the Conceptual Site Plan. The entry point will conform with North Carolina Department of Transportation (NCDOT) regulations. The driveway will include an apron of either asphalt or 6” of concrete for a distance of 15’ from the edge of the pavement. The Applicant will secure the required Driveway Permit from NCDOT prior to applying for a Building Permit.

3.2 Surrounding Area

The use will not significantly detract from the character of the surrounding area.

The Project has conducted an evaluation of real estate values and impacts of the solar farm on neighboring properties and surrounding landowners. The full report is attached as part of this application (Exhibit A), but the third-party, independent appraiser found no impact to property values will result because of this solar facility. The Project also executed an extensive community outreach initiative to contact and meet with surrounding landowners to answer their questions, understand their concerns and incorporate screening into the site plan.

Duke Energy has considered inputs from surrounding property owners that about the proposed project site. Letters were sent to 19 adjacent landowner to inform the community about the project. Duke personnel spent two days meeting individually with landowners to discuss the project, explain the construction process, review maps and answer questions.

3.3 Hazardous Conditions

Hazardous safety conditions will not result.

No hazardous material will be on site during construction or operations. No hazardous wastes will be generated during the construction of the Project. Health and Safety will be followed during construction. Once the site is operational the applicant will perform routine maintenance and safety checks

The sites would produce a small amount of solid waste associated with construction activities. Solid waste generated from construction activities may include paper, wood, glass, plastics from



packing material, waste lumber, insulation, scrap metal and concrete, empty non-hazardous containers, and vegetation wastes.

Any flammable materials, such as paints and solvents, would be stored in nonflammable material storage cabinets.

All employees and contractors would be required to adhere to the appropriate health and safety plans and emergency response plans.

3.4 Noise, Odor, Glare and Dust

The use will not generate significant noise, odor, glare, or dust.

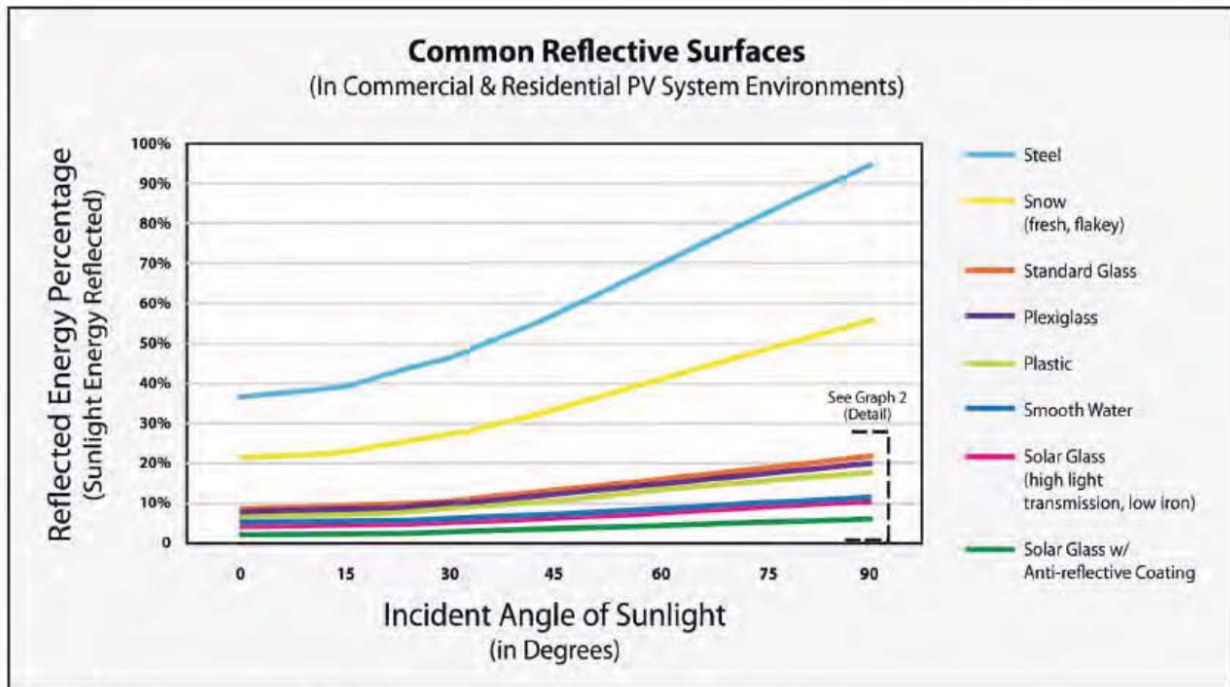
Noise: There will be no substantial change in the noise level at the project site. PV panels do not generate any noise. The panels will be installed with a single axis tracker, using a 25 V motors that track the sun throughout the day. However, the tracker motors will have no significant noise impact and will be below ambient noise levels at the project boundaries. All stationary equipment and machines with the potential to generate any amount of would be located away from noise receptors to the extent practicable. The Facility will be nearly silent, with the exception of the slight electrical “hum” produced by the inverters that should only be able to be heard within a 60’ diameter of the equipment. The contractor shall, to the maximum extent practicable, conduct construction activities in such a manner that the maximum noise levels at the affected buildings would not exceed established noise standards.

Odor: No odors will be generated from the site.

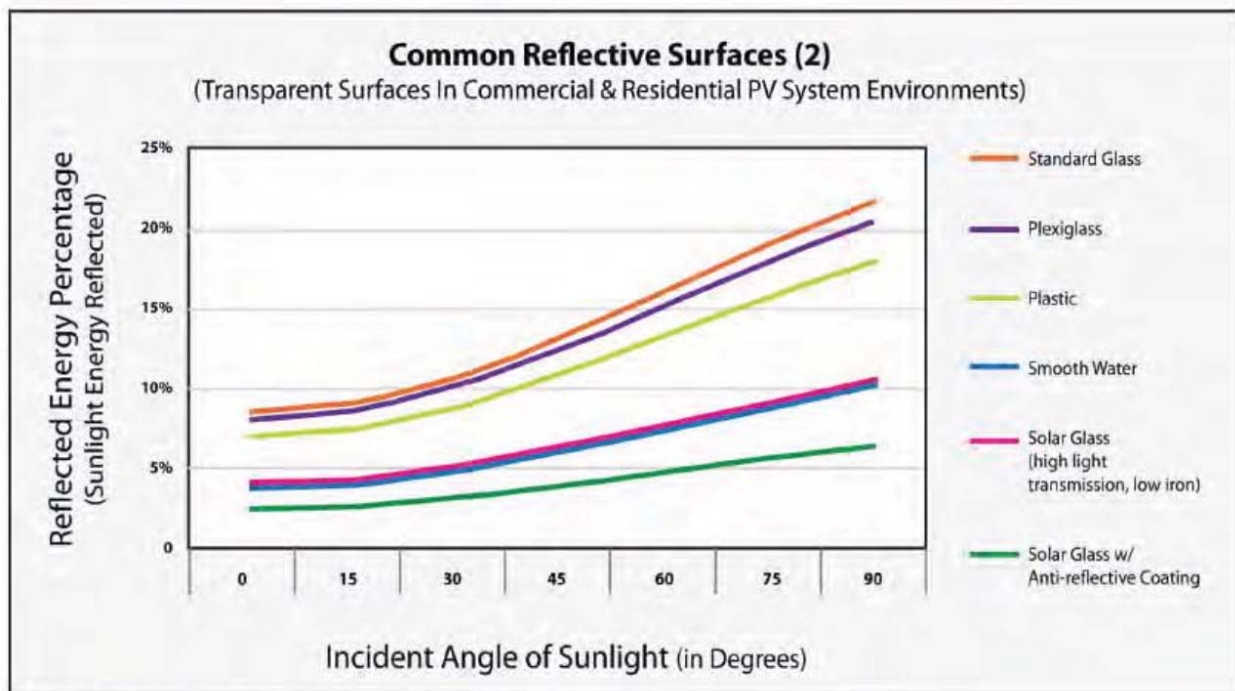
Dust: The applicant intends to use best management practices for the suppression of the minimal amount of fugitive dust that may be generated during construction. such as the use of water trucks.

Glare: A solar panel comprises numerous solar cells. A solar cell differs from a typical reflective surface in that it has a microscopically irregular surface designed to trap the rays of sunlight for the purposes of energy production. The intent of solar technology is to increase efficiency by absorbing as much light as possible (which further reduces reflection and glare). Solar glass sheets (the glass layer that covers the PV panels) are typically tempered glass.

The two charts below shows the reflected energy of sunlight off some common residential and commercial surfaces.



Graph 1. Common Spectral Surfaces



Graph 2. (Detail) Common Spectral Surfaces with Highly Spectral Surfaces Removed



A glare analysis was also performed that shows no glare would affect any of the airports near the site. The 3 grass landing strips at Flying Ranch, Corriher Field and South River all showed no impact due to glare. The glare analysis also showed no impact to Tara Airbase and Rowan County airport that is over 6 miles from the project site. An additional glare analysis was conducted to determine if drivers on Route 801 or Highway 70 would be impacted by glare. The results show no impact due to glare. These analyses are shown in Exhibit B.

3.5 Traffic and Parking

Excessive traffic or parking problems will not result.

Construction Traffic will be limited to the short term time frame of approximately 6 months with the majority of the traffic during daylight hours. Slight traffic increases will be due to the construction work force and equipment deliveries. This short term increase in trucks is not expected to create any congestion issues for the project area.

Operational Traffic: The proposed Facility will be monitored remotely with limited onsite personnel and activity. The project will not require any internal streets, as post-construction vehicle traffic will be limited to one or two pickup trucks several times a year for operations and maintenance purposes. Internal circulation will be achieved by a perimeter road and an access path to the equipment pads to provide all year access, the width of which will presumably be dictated by the County Fire Marshall.

Parking: The proposed Facility will require no off-street parking or loading areas. A laydown area for use during construction will be designated at such time in which civil engineering is undertaken and a construction-ready site plan is produced. However, after construction is complete, there will only be 2 parking spots as shown on the site plan.

3.6 Visual Impacts

The Project site will not create significant visual impacts for adjoining properties or passersby. The site layout shows a 50 foot setback surrounding the entire site. Additionally, Duke Energy Carolinas will utilize a landscaping plan based on Best Management Practices and experience at other power generation sites across the state. The view onto the site by other nearby residences is severely limited due to significant natural screening. The maximum height of the Facility will be 16', it will be roughly the same height or shorter than other nearby structures.

SECTION 4: GROUND MOUNTED SOLAR ENERGY SYSTEMS OVER 6,000 SQ.FT. (SIC 491 PT.)

4.1 Setbacks.

Solar collectors shall be located a minimum of fifty (50) feet from adjoining property lines.

A 50 foot buffer will be implemented along the project site boundaries as well as landscaping along the southern border of the Project site. A 100 foot buffer shall be implemented east of the property owners for the extended array.

4.2 AZO.



Systems proposed within ten thousand (10,000) feet of the extended runway approach surface of the AZO shall provide an approved FAA form 7460.

The closest airport is over 10,000 feet from the project site. It is located over 6 miles from the Project.



Exhibit A

Kirkland Appraisal Report



Kirkland Appraisals, LLC

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July 3, 2017

Ms. Vanessa Goff
Duke Energy
1880 South Winton Road, Suite 7
Rochester, NY 14618

RE: Woodleaf Solar Impact Study

Ms. Goff:

At your request, I have considered the impact of a solar farm proposed to be constructed on a portion of a 116.19-acre tract located on Old US 70, Salisbury, North Carolina. Specifically, I have been asked to give my professional opinion on whether the proposed solar farm will “substantially injure the value of adjoining or abutting property” and whether “the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located.”

To form an opinion on these issues, I have researched and visited existing and proposed solar farms in North Carolina, researched articles through the Appraisal Institute and other studies, and discussed the likely impact with other real estate professionals. I have not been asked to assign any value to any specific property.

This letter is a limited report of a real property appraisal consulting assignment and subject to the limiting conditions attached to this letter. My client is Duke Energy represented to me by Ms. Vanessa Goff. My findings support the conditional use application. The effective date of this consultation is July 3, 2017.

Proposed Use Description

The proposed solar farm is to be constructed on a portion of a 116.19-acre tract located on Old US 70, Salisbury, North Carolina, North Carolina.

Adjoining land is a mix of industrial, agricultural and some residential uses. Where solar farms are typically in this type of mix, the solar farm usually serves as a buffer between industrial uses and residential uses. The solar farm will consist of solar panels that will generate no noise, no odor, and less traffic than a residential subdivision. The panels will be less than 12 feet in height and located behind a chain link fence.

I have considered adjoining uses and included a map to identify each parcel's location. The breakdown of those uses by acreage and number of parcels is summarized below.

Adjoining Use Breakdown

	Acreage	Parcels
Industrial	46.20%	5.88%
Agri/Res	37.59%	11.76%
Residential	5.18%	58.82%
Agricultural	11.03%	23.53%
Total	100.00%	100.00%



Surrounding Uses

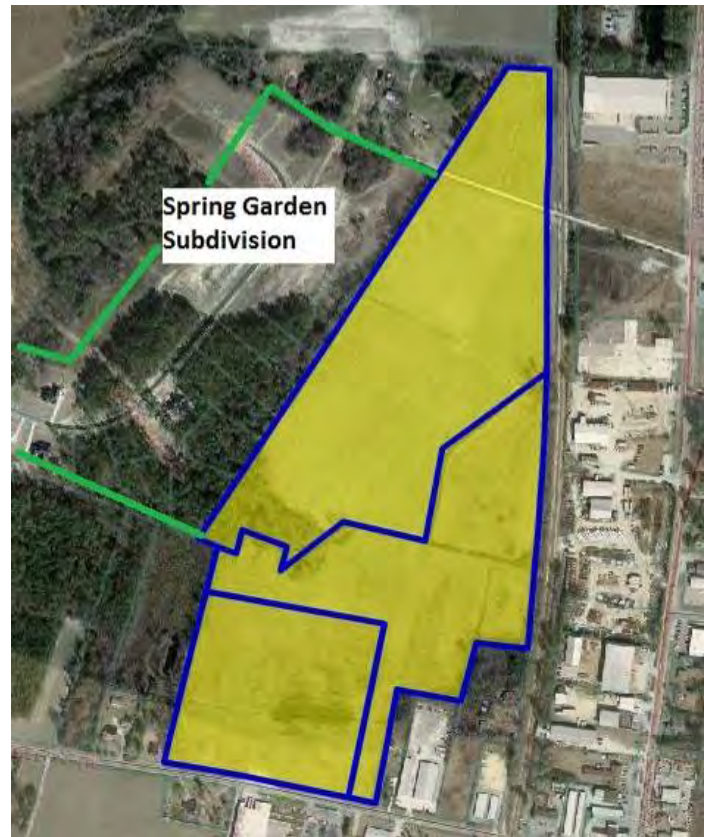
#	MAP ID	Owner	GIS Data		Adjoin	Adjoin	Distance (ft)
			Acres	Present Use	Acres	Parcels	Home/Panel
1	827 001	Waller	148.910	Agri/Res	18.67%	5.88%	2,775
2	827 018	Burgess	6.310	Agricultural	0.79%	5.88%	N/A
3	822 029	Powlas	30.510	Agricultural	3.82%	5.88%	N/A
4	822 007	Rowan Co	368.490	Industrial	46.20%	5.88%	1,245
5	826 027	Powlas	28.270	Agricultural	3.54%	5.88%	N/A
6	826 031	Correll	6.160	Residential	0.77%	5.88%	N/A
7	826 007	Runyon	1.670	Residential	0.21%	5.88%	755
8	826 006	Mintz	5.540	Residential	0.69%	5.88%	575
9	826 001	Simmons	0.620	Residential	0.08%	5.88%	345
10	826 029	Lyerly	0.790	Residential	0.10%	5.88%	165
11	826 030	Lyerly	0.690	Residential	0.09%	5.88%	N/A
12	827 010	Julian	1.480	Residential	0.19%	5.88%	210
13	827 026	Simpson	0.750	Residential	0.09%	5.88%	220
14	827 015	Wrights	3.400	Residential	0.43%	5.88%	415
15	827 028	Performance	22.870	Agricultural	2.87%	5.88%	N/A
16	827 019	Satterwhite	150.960	Agri/Res	18.93%	5.88%	3,000
17	827 013	West Rowan	20.230	Residential	2.54%	5.88%	430
Total			797.650		100.00%	100.00%	1,139

I. Market Analysis of the Impact on Value from Solar Farms

I have researched a number of solar farms in numerous states to determine the impact of these facilities on the value of adjoining property. This search has primarily been in North Carolina, but I have also been looking at Virginia, South Carolina, Tennessee, Texas, Oregon, Mississippi, Maryland, New York, and Montana.

Wherever I have looked at solar farms, I have derived a breakdown of the adjoining uses to show what adjoining uses are typical for solar farms and what uses would likely be considered consistent with a solar farm use similar to the breakdown that I've shown for the subject property earlier in this report. A summary showing the results of compiling that data over hundreds of solar farms is shown later in the Harmony of Use section of this report.

While compiling that data, I have been looking for matched pairs for analysis. A matched pair analysis considers two similar properties with only one difference of note to determine whether or not that difference has any impact on value. Within the appraisal profession, matched pair analysis is a well-recognized method of measuring impact on value. In this case, I have considered residential properties adjoining a solar farm versus similar residential properties that do not adjoin a solar farm. I have also considered matched pairs of vacant residential and agricultural land.



1. Matched Pair – AM Best Solar Farm, Goldsboro, NC

This solar farm adjoins Spring Garden Subdivision which had new homes and lots available for new construction during the approval and construction of the solar farm. The recent home sales have ranged from \$200,000 to \$250,000. This subdivision sold out the last homes in late 2014. The solar farm is clearly visible particularly along the north end of this street where there is only a thin line of trees separating the solar farm from the single-family homes.

Homes backing up to the solar farm are selling at the same price for the same floor plan as the homes that do not back up to the solar farm in this subdivision. According to the builder, the solar farm has been a complete non-factor. Not only do the sales show no difference in the price paid for the various homes adjoining the solar farm versus not adjoining the solar farm, but there are actually more recent sales along the solar farm than not. There is no impact on the sellout rate, or time to sell for the homes adjoining the solar farm.

I spoke with a number of owners who adjoin the solar farm and none of them expressed any concern over the solar farm impacting their property value.

The data presented on the following page shows multiple homes that have sold in 2013 and 2014 adjoining the solar farm at prices similar to those not along the solar farm. These series of sales indicate that the solar farm has no impact on the adjoining residential use.

The homes that were marketed at Spring Garden are shown below.



Americana
SqFt: 3,194
Bed / Bath:
3 / 3.5

Price: \$237,900

[View Now »](#)



Washington
SqFt: 3,292
Bed / Bath:
4 / 3.5

Price: \$244,900

[View Now »](#)



Presidential
SqFt: 3,400
Bed / Bath:
5 / 3.5

Price: \$247,900

[View Now »](#)



Kennedy
SqFt: 3,494
Bed / Bath:
5 / 3

Price: \$249,900

[View Now »](#)



Virginia
SqFt: 3,449
Bed / Bath:
5 / 3

Price: \$259,900

[View Now »](#)

Matched Pairs

As of Date: 9/3/2014

Adjoining Sales After Solar Farm Completed

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
3600195570	Helm	0.76	Sep-13	\$250,000	2013	3,292	\$75.94	2 Story
3600195361	Leak	1.49	Sep-13	\$260,000	2013	3,652	\$71.19	2 Story
3600199891	McBrayer	2.24	Jul-14	\$250,000	2014	3,292	\$75.94	2 Story
3600198632	Foresman	1.13	Aug-14	\$253,000	2014	3,400	\$74.41	2 Story
3600196656	Hinson	0.75	Dec-13	\$255,000	2013	3,453	\$73.85	2 Story
	Average	1.27		\$253,600	2013.4	3,418	\$74.27	
	Median	1.13		\$253,000	2013	3,400	\$74.41	

Adjoining Sales After Solar Farm Announced

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
0	Feddersen	1.56	Feb-13	\$247,000	2012	3,427	\$72.07	Ranch
0	Gentry	1.42	Apr-13	\$245,000	2013	3,400	\$72.06	2 Story
	Average	1.49		\$246,000	2012.5	3,414	\$72.07	
	Median	1.49		\$246,000	2012.5	3,414	\$72.07	

Adjoining Sales Before Solar Farm Announced

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
3600183905	Carter	1.57	Dec-12	\$240,000	2012	3,347	\$71.71	1.5 Story
3600193097	Kelly	1.61	Sep-12	\$198,000	2012	2,532	\$78.20	2 Story
3600194189	Hadwan	1.55	Nov-12	\$240,000	2012	3,433	\$69.91	1.5 Story
	Average	1.59		\$219,000	2012	2,940	\$74.95	
	Median	1.59		\$219,000	2012	2,940	\$74.95	

Nearby Sales After Solar Farm Completed

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
3600193710	Barnes	1.12	Oct-13	\$248,000	2013	3,400	\$72.94	2 Story
3601105180	Nackley	0.95	Dec-13	\$253,000	2013	3,400	\$74.41	2 Story
3600192528	Mattheis	1.12	Oct-13	\$238,000	2013	3,194	\$74.51	2 Story
3600198928	Beckman	0.93	Mar-14	\$250,000	2014	3,292	\$75.94	2 Story
3600196965	Hough	0.81	Jun-14	\$224,000	2014	2,434	\$92.03	2 Story
3600193914	Preskitt	0.67	Jun-14	\$242,000	2014	2,825	\$85.66	2 Story
3600194813	Bordner	0.91	Apr-14	\$258,000	2014	3,511	\$73.48	2 Story
3601104147	Shaffer	0.73	Apr-14	\$255,000	2014	3,453	\$73.85	2 Story
	Average	0.91		\$246,000	2013.625	3,189	\$77.85	
	Median	0.92		\$249,000	2014	3,346	\$74.46	

Nearby Sales Before Solar Farm Announced

TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	Style
3600191437	Thomas	1.12	Sep-12	\$225,000	2012	3,276	\$68.68	2 Story
3600087968	Lilley	1.15	Jan-13	\$238,000	2012	3,421	\$69.57	1.5 Story
3600087654	Burke	1.26	Sep-12	\$240,000	2012	3,543	\$67.74	2 Story
3600088796	Hobbs	0.73	Sep-12	\$228,000	2012	3,254	\$70.07	2 Story
	Average	1.07		\$232,750	2012	3,374	\$69.01	
	Median	1.14		\$233,000	2012	3,349	\$69.13	

Matched Pair Summary

	Adjoins Solar Farm		Nearby Solar Farm	
	Average	Median	Average	Median
Sales Price	\$253,600	\$253,000	\$246,000	\$249,000
Year Built	2013	2013	2014	2014
Size	3,418	3,400	3,189	3,346
Price/SF	\$74.27	\$74.41	\$77.85	\$74.46

Percentage Differences

Median Price	-2%
Median Size	-2%
Median Price/SF	0%

I note that 2308 Granville Drive sold again in November 2015 for \$267,500, or \$7,500 more than when it was purchased new from the builder two years earlier (Tax ID 3600195361, Owner: Leak). The neighborhood is clearly showing appreciation for homes adjoining the solar farm.

The Median Price is the best indicator to follow in any analysis as it avoids outlying samples that would otherwise skew the results. The median sizes and median prices are all consistent throughout the sales both before and after the solar farm whether you look at sites adjoining or nearby to the solar farm. The average for the homes nearby the solar farm shows a smaller building size and a higher price per square foot. This reflects a common occurrence in real estate where the price per square foot goes up as the size goes down. This is similar to the discount you see in any market where there is a discount for buying larger volumes. So when you buy a 2 liter coke you pay less per ounce than if you buy a 16 oz. coke. So even comparing averages the indication is for no impact, but I rely on the median rates as the most reliable indication for any such analysis.

AM Best Solar Farm, Goldsboro, NC



View of home in Spring Garden with solar farm located through the trees and panels – photo taken on 9/23/15.



View from vacant lot at Spring Garden with solar farm panels visible through trees taken in the winter of 2014 prior to home construction. This is the same lot as the photo above.

2. Matched Pair – White Cross Solar Farm, Chapel Hill, NC



A new solar farm was built at 2159 White Cross Road in Chapel Hill, Orange County in 2013. After construction, the owner of the underlying land sold the balance of the tract not encumbered by the solar farm in July 2013 for \$265,000 for 47.20 acres, or \$5,606 per acre. This land adjoins the solar farm to the south and was clear cut of timber around 10 years ago. I compared this purchase to a nearby transfer of 59.09 acres of timber land just south along White Cross Road that sold in November 2010 for \$361,000, or \$6,109 per acre. After purchase, this land was divided into three mini farm tracts of 12 to 20 acres each. These rates are very similar and the difference in price per acre is attributed to the timber value and not any impact of the solar farm.

Type	TAX ID	Owner	Acres	Date	Price	\$/Acre	Notes	Conf By
Adjoins Solar	9748336770	Haggerty	47.20	Jul-13	\$265,000	\$5,614	Clear cut	Betty Cross, broker
Not Near Solar	9747184527	Purcell	59.09	Nov-10	\$361,000	\$6,109	Wooded	Dickie Andrews, broker

The difference in price is attributed to the trees on the older sale.

No impact noted for the adjacency to a solar farm according to the broker.

I looked at a number of other nearby land sales without proximity to a solar farm for this matched pair, but this land sale required the least allowance for differences in size, utility and location.

Matched Pair Summary

	Adjoins Solar Farm		Nearby Solar Farm	
	Average	Median	Average	Median
Sales Price	\$5,614	\$5,614	\$6,109	\$6,109
Adjustment for Timber	\$500	\$500		
Adjusted	\$6,114	\$6,114	\$6,109	\$6,109
Tract Size	47.20	47.20	59.09	59.09

Percentage Differences

Median Price Per Acre	0%
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This matched pair again supports the conclusion that adjacency to a solar farm has no impact on adjoining residential/agricultural land.

3. Matched Pair – Wagstaff Farm, Roxboro, NC



This solar farm is located at the northeast corner of a 594-acre farm with approximately 30 acres of solar farm area. This solar farm was approved and constructed in 2013.

After approval, 18.82 acres were sold out of the parent tract to an adjoining owner to the south. This sale was at a similar price to nearby land to the east that sold in the same time from for the same price per acre as shown below.

Type	TAX ID	Owner	Acres	Present Use	Date Sold	Price	\$/AC
Adjoins Solar	0918-17-11-7960	Piedmont	18.82	Agricultural	8/19/2013	\$164,000	\$8,714
Not Near Solar	0918-00-75-9812 et al	Blackwell	14.88	Agricultural	12/27/2013	\$130,000	\$8,739

Matched Pair Summary

	Adjoins Solar Farm		Nearby Solar Farm	
	Average	Median	Average	Median
Sales Price	\$8,714	\$8,714	\$8,739	\$8,739
Tract Size	18.82	18.82	14.88	14.88

Percentage Differences

Median Price Per Acre	0%
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This matched pair again supports the conclusion that adjacency to a solar farm has no impact on adjoining residential/agricultural land.

4. Matched Pair – Mulberry, Selmer, TN



This solar farm adjoins two subdivisions with Central Hills having a mix of existing and new construction homes. Lots in this development have been marketed for \$15,000 each with discounts offered for multiple lots being used for a single home site. I spoke with the agent with Rhonda Wheeler and Becky Hearnberger with United County Farm & Home Realty who noted that they have seen no impact on lot or home sales due to the solar farm in this community.

I have included a map below as well as data on recent sales activity on lots that adjoin the solar farm or are near the solar farm in this subdivision both before and after the announced plan for this solar farm facility. I note that using the same method I used to breakdown the adjoining uses at the subject property I show that the predominant adjoining uses are residential and agricultural, which is consistent with the location of most solar farms.

Adjoining Use Breakdown

	Acreage	Parcels
Commercial	3.40%	0.034
Residential	12.84%	79.31%
Agri/Res	10.39%	3.45%
Agricultural	73.37%	13.79%
Total	100.00%	100.00%

From the above map, I identified four recent sales of homes that occurred adjoining the solar farm both before and after the announcement of the solar farm. I have adjusted each of these for differences in size and age in order to compare these sales among themselves. As shown below after adjustment, the median value is \$130,776 and the sales prices are consistent with one outlier which 9% is also the least comparable home considered. The close grouping and the similar price per point overall as well as the similar price per square foot both before and after the solar farm.

Matched Pairs

#	TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	\$/GBA	Style	Parking
6&7	0900 A 011.00	Henson	Jul-14	\$130,000	2.65	2007	1,511	\$86.04	1 Story	2 Garage
12	0900 A 003.00	Amerson	Aug-12	\$130,000	1.20	2011	1,586	\$81.97	1 Story	2 Garage
15	099C A 003.00	Smallwood	May-12	\$149,900	1.00	2002	1,596	\$93.92	1 Story	4 Garage
16	099C A 002.00	Hessing	Jun-15	\$130,000	1.00	1999	1,782	\$72.95	1 Story	2 Garage
Average				\$134,975	1.46	2005	1,619	\$83.72		
Median				\$130,000	1.10	2005	1,591	\$84.00		

Adjustments*										
#	TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	Style	Parking	Total
6&7	0900 A 011.00	Henson	Jul-14	\$130,000	-\$7,500	\$2,600	\$6,453	\$0	\$0	\$131,553
12	0900 A 003.00	Amerson	Aug-12	\$130,000	\$0	\$0	\$0	\$0	\$0	\$130,000
15	099C A 003.00	Smallwood	May-12	\$149,900	\$0	\$6,746	-\$939	\$0	-\$15,000	\$140,706
16	099C A 002.00	Hessing	Jun-15	\$130,000	\$0	\$7,800	-\$14,299	\$0	\$0	\$123,501
Average				\$134,975	-\$1,875	\$4,286	-\$2,196	\$0	-\$3,750	\$131,440
Median				\$130,000	\$0	\$4,673	-\$470	\$0	\$0	\$130,776

* I adjusted all of the comparables to a base line 2011 Year Built and 1,586 s.f. based on Lot 12

I also considered a number of similar home sales nearby that were both before and after the solar farm was announced as shown below. These homes are generally newer in construction and include a number of larger homes but show a very similar price point per square foot.

Nearby Sales Before Solar Farm Announced

TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	\$/GBA	Style	Parking
099B A 019	Durrance	Sep-12	\$165,000	1.00	2012	2,079	\$79.37	1 Story	2 Garage
099B A 021	Berryman	Apr-12	\$212,000	2.73	2007	2,045	\$103.67	1 Story	2 Garage
090O A 060	Nichols	Feb-13	\$165,000	1.03	2012	1,966	\$83.93	1 Story	2 Garage
Average			\$180,667	1.59	2010	2,030	\$88.99		
Median			\$165,000	1.03	2012	2,045	\$83.93		

Nearby Sales After Solar Farm Announced

TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	\$/GBA	Style	Parking
090N A 040	Carrithers	Mar-15	\$120,000	1.00	2010	1,626	\$73.80	1 Story	2 Garage
099C A 043	Cherry	Feb-15	\$148,900	2.34	2008	1,585	\$93.94	1 Story	2 Garage
Average			\$134,450	1.67	2009	1,606	\$83.87		
Median			\$134,450	1.67	2009	1,606	\$83.87		

I then adjusted these nearby sales using the same criteria as the adjoining sales to derive the following breakdown of adjusted values based on a 2011 year built 1,586 square foot home. The adjusted values are consistent with a median rate of \$128,665, which is actually lower than the values for the homes that back up to the solar farm.

Nearby Sales Adjusted				Adjustments*					
TAX ID	Owner	Date Sold	Sales Price	Acres	Built	GBA	Style	Parking	Total
099B A 019	Durrance	Sep-12	\$165,000	\$0	-\$825	-\$39,127	\$0	\$0	\$125,048
099B A 021	Berryman	Apr-12	\$212,000	-\$7,500	\$4,240	-\$47,583	\$0	\$0	\$161,157
090O A 060	Nichols	Feb-13	\$165,000	\$0	-\$825	-\$31,892	\$0	\$0	\$132,283
090N A 040	Carrithers	Mar-15	\$120,000	\$0	\$600	-\$2,952	\$0	\$0	\$117,648
099C A 043	Cherry	Feb-15	\$148,900	-\$7,500	\$2,234	\$94	\$0	\$0	\$143,727
Average			\$165,500	-\$1,875	\$798	-\$30,389	\$0	\$0	\$134,034
Median			\$165,000	\$0	-\$113	-\$35,510	\$0	\$0	\$128,665

* I adjusted all of the comparables to a base line 2011 Year Built and 1,586 s.f. based on Lot 12

If you consider just the 2015 nearby sales, the range is \$117,648 to \$143,727 with a median of \$130,688. If you consider the recent adjoining sales the range is \$123,501 to \$131,553 with a median of \$127,527.

This difference is less than 3% in the median and well below the standard deviation in the sales. The entire range of the adjoining sales prices is overlapped by the range from the nearby sales. These are consistent data sets and summarized below.

Matched Pair Summary

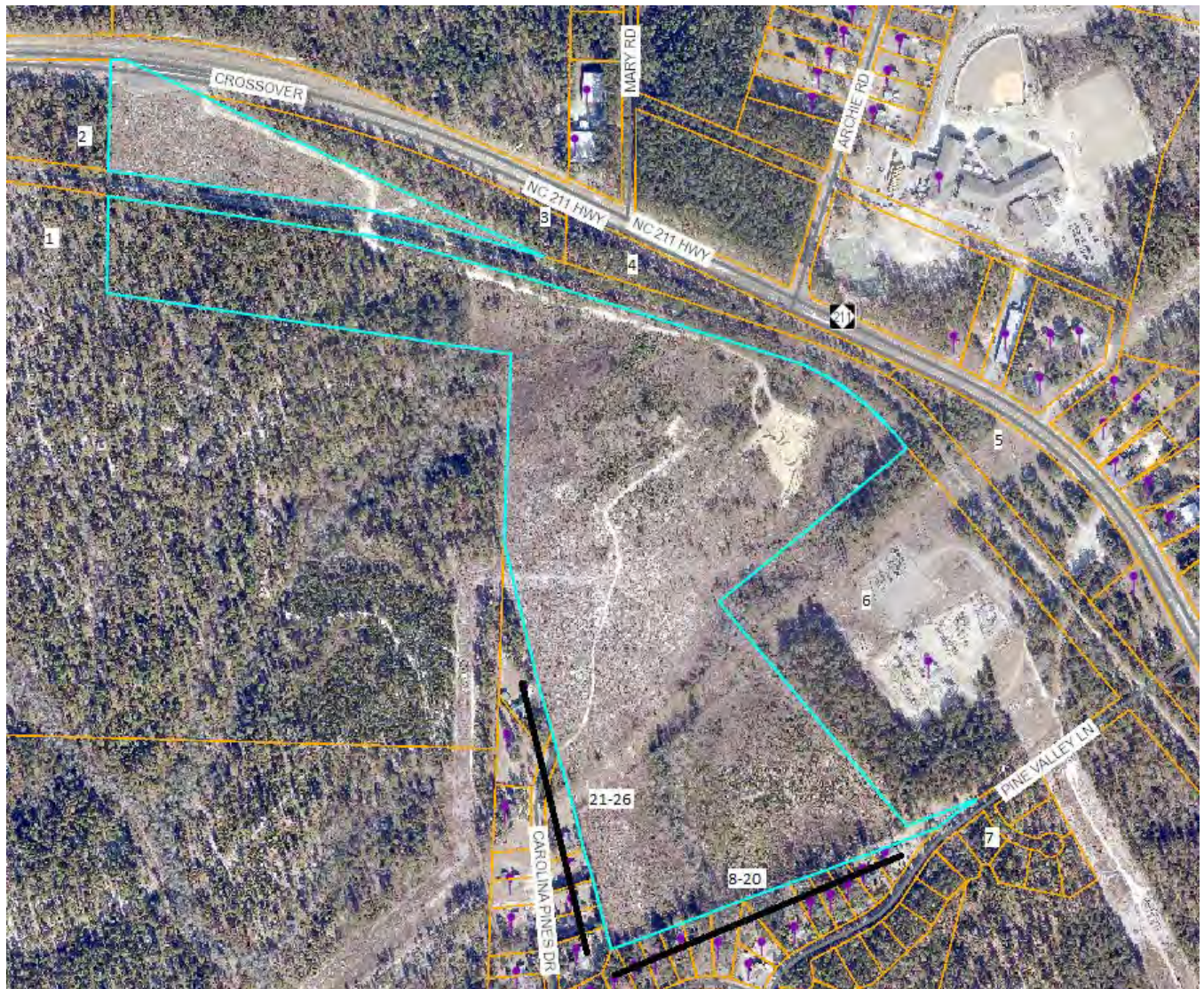
	Adjoins Solar Farm		Nearby After Solar Farm	
	Average	Median	Average	Median
Sales Price	\$134,975	\$130,000	\$134,450	\$134,450
Year Built	2005	2005	2009	2009
Size	1,619	1,591	1,606	1,606
Price/SF	\$83.72	\$84.00	\$83.87	\$83.87

Percentage Differences

Median Price	3%
Median Size	1%
Median Price/SF	0%

Based on the data presented above, I find that the price per square foot for finished homes are not being impacted negatively by the presence of the solar farm. The difference in pricing in homes in the neighborhood is accounted for by differences in size, building age, and lot size. The median price for a home after those factors are adjusted for are consistent throughout this subdivision and show no impact due to the proximity of the solar farm. This is consistent with the comments from the broker I spoke with for this subdivision as well.

5. Matched Pair – Pine Valley Solar Farm, West End, NC



This solar farm will adjoin a mix of residential and agricultural uses and is proposed to be completed in 2017. After the solar farm project was approved I discovered an adjoining sale of a manufactured home. I compared it to another similar age and size manufactured home in that same community that did not adjoin the proposed solar farm. The data is presented below and shows no impact on value.

Adjoining Residential Sales After Solar Farm Announced

#	TAX ID	Address	Solar Farm Acres	Date Sold	Sales Price	Assessed	Built	GBA	\$/GBA	Const.	Frontage
9	16893	Pine Valley Lot 46	Adjoins	8/10/2016	\$66,000	\$54,830	1990	1,350	\$48.89	Manuf.	Interior
	16897	Pine Valley Lot 16	Not	8/26/2016	\$59,000	\$46,640	1994	1,150	\$51.30	Manuf.	Interior

Adjoining Sales Adjusted

Address	Date Sold	Sales Price	Time	Adjustments			GLA	Const.	Frontage	Total
				Acres	YB					
Lot 46	8/10/2016	\$66,000								\$66,000
Lot 16	8/26/2016	\$59,000		\$0	\$0	-\$2,360	\$9,800	\$0	\$0	\$66,440

Time adjustment based on 2%/year and 3% downward for listing.

GLA adjustment based on difference in size times \$49.

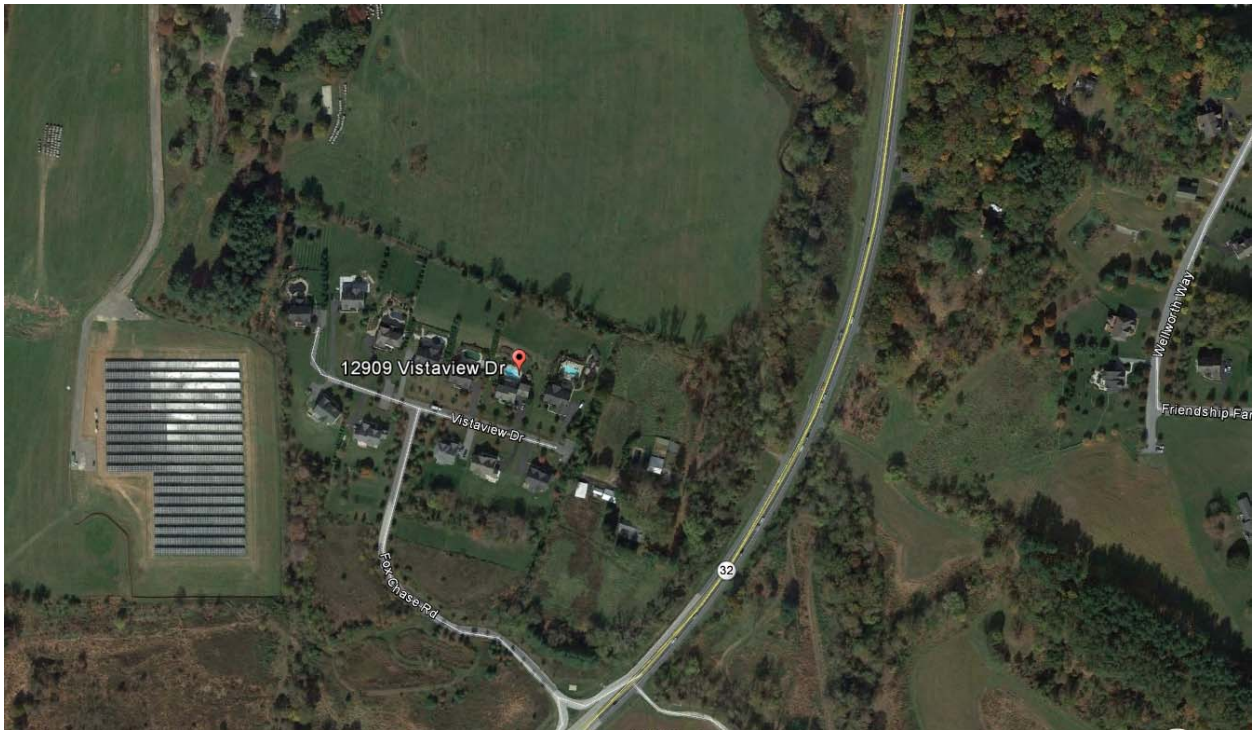
Year Built based on 1% per year diff

Percentage Differences

Lot 46 Vs Lot 16 -0.67%

This is within typical market friction and supports an indication of no impact on property value.

6. Matched Pair – Nixon's Solar Farm, West Friendship, MD



This solar farm mostly adjoins agricultural and residential uses as shown above. I compared a recent sale of 12909 Vistaview Drive to 2713 Friendship Farm Court. While this does not look at an adjacent home sale, it is close proximity and based on the matched pair data in the report it shows a \$16,640 positive impact on value due to proximity to the solar farm, or 2.16%. This is within typical market friction and supports an indication of no impact on property value.

I have shown this data below.

Nixon's Farm Solar Farm, West Friendship, MD

Nearby Residential Sale After Solar Farm Construction

Address	Solar Farm	Acres	Date Sold	Sales Price*	Built	GBA	\$/GBA	Style	BR/BA	Park
12909 Vistaview	Nearby	0.92	9/12/2014	\$771,640	2003	2,692	\$286.64	Colonial	4/3.5	2 Car Det
2713 Friendship Farm	Not	0.98	6/20/2014	\$690,000	2000	2,792	\$247.13	Colonial	4/2.5	2 Car Att

*\$3,360 concession deducted from sale price for Vistaview

Adjoining Sales Adjusted

Address	Date Sold	Sales Price	Time	Adjustments		BR/BA	Other	Total
				Acres	YB			
12909 Vistaview	9/12/2014	\$771,640						\$771,640
2713 Friendship Farm	6/20/2014	\$690,000		\$0	\$0	\$0	\$10,000	\$755,000

Difference Attributable to Location \$16,640
2.16%

7. Matched Pair – Leonard Road Solar Farm, Hughesville, MD



This solar farm mostly adjoins agricultural and residential uses to the west, south and east as shown above. The property also adjoins retail uses and a church. I looked at a 2016 sale of an adjoining home with a positive impact on value adjoining the solar farm of 2.90%. This is within typical market friction and supports an indication of no impact on property value.

I have shown this data below.

Leonardtown Road Solar Farm, Hughesville, MD

Nearby Residential Sale After Solar Farm Construction

Address	Solar Farm	Acres	Date Sold	Sales Price*	Built	GBA	\$/GBA	Style	BR/BA	Bsmt	Park	Upgrades	Other
14595 Box Elder Ct	Adjoins	3.00	2/12/2016	\$291,000	1991	2,174	\$133.85	Colonial	5/2.5	No	2 Car Att	N/A	Deck
15313 Bassford Rd	Not	3.32	7/20/2016	\$329,800	1990	2,520	\$130.87	Colonial	3/2.5	Finished	2 Car Att	Custom	Scr Por/Patio

*\$9,000 concession deducted from sale price for Box Elder and \$10,200 deducted from Bassford

Adjoining Sales Adjusted

Adjoining Sales Adjusted				Adjustments				
Address	Date Sold	Sales Price	Time	GLA	Bsmt	Upgrades	Other	Total
14595 Box Elder Ct	2/12/2016	\$291,000						\$291,000
15313 Bassford Rd	7/20/2016	\$329,800	-\$3,400	-\$13,840	-\$10,000	-\$15,000	-\$5,000	\$282,560
Difference Attributable to Location								\$8,440
								2.90%

This is within typical market friction and supports an indication of no impact on property value.

[illegible]

9. Matched Pair – Alamo II, San Antonio, Texas



This project is located at 8203 Binz-Engleman Road, Converse, Texas, on 98.37 acres with a 4.4 MW output. This project is located with small lot residential development on to the north west and south. There appears to be minimal landscaping along this project. The closest home to the north is 83 feet from the solar panels, while the homes to the west are 110 feet and the homes to the south are 175 feet away from the solar panels.

This solar farm strongly shows an acceptance of nearby residential development and solar farms as the minimal landscaping, close proximity, small adjoining lot sizes, and the development of homes on three sides of the solar farm are all indicators of a harmony of uses.

Adjoining Use Breakdown

Acreage	Parcels
Residential	94.64%
Agricultural	5.36%
Total	100.00%

I have considered home sales in the three adjoining subdivisions to look at matched pair data. There are sales and resales of homes in Glenloch and Mustang Valley subdivisions to the south and west of this solar farm.

I have considered multiple matched pairs from these subdivisions to show typical appreciation and no impact on property value both before and after the solar farm was constructed in 2013. I have looked at a

number of home sales and resales in the larger subdivisions, but I have focused on those directly adjoining/facing the solar farm in the examples shown below. These are sales and resales of the homes adjoining the solar farm both before and after the solar farm project in 2013.

The comparables shown below are compared to an earlier sale prior to the solar farm announcement or construction followed by a second sale after the solar farm. The first two have solar farms in the Backyard (B), while the other has the solar farm in the Side yard (S). All of these sales show appreciation that falls within the typical annual appreciation for homes in this area over this time period.

7703 Redstone Mnr (B)			7807 Redstone Mnr (B)			7734 Sundew Mist (S)		
	<u>Date</u>	<u>Price</u>		<u>Date</u>	<u>Price</u>		<u>Date</u>	<u>Price</u>
Sale	10/3/2012	\$149,980	Sale	5/11/2012	\$136,266	Sale	5/23/2012	\$117,140
Sale	3/24/2016	\$166,000	Sale	8/11/2014	\$147,000	Sale	11/18/2014	\$134,000
	<u>Time - YRS</u>	<u>% Incr.</u>		<u>Time - YRS</u>	<u>% Incr.</u>		<u>Time - YRS</u>	<u>% Incr.</u>
	3.47	10.7%		2.25	7.9%		2.49	14.4%
	<u>Per Year</u>	<u>3.1%</u>		<u>Per Year</u>	<u>3.5%</u>		<u>Per Year</u>	<u>5.8%</u>
Years	3.5	<u>10.8%</u>	Years	2.5	<u>8.7%</u>	Years	2	<u>11.6%</u>

I therefore conclude that this set of matched pairs shows no impact on property value and that homes in the area are showing typical appreciation consistent with other homes not in the vicinity of solar farms.

10. Matched Pair – Neal Hawkins Solar, Gastonia, NC



This project is located on the south side of Neal Hawkins Road just outside of Gastonia. The property identified above as Parcel 4 was listed for sale while this solar farm project was going through the approval process. The property was put under contract during the permitting process with the permit being approved while the due diligence period was still ongoing. After the permit was approved the property closed with no concerns from the buyer. I spoke with Jennifer Bouvier, the broker listing the property and she indicated that the solar farm had no impact at all on the sales price. She considered some nearby sales to set the price and the closing price was very similar to the asking price within the typical range for the market. The buyer was aware that the solar farm was coming and they had no concerns.

This two-story brick dwelling was sold on March 20, 2017 for \$270,000 for a 3,437 square foot dwelling built in 1934 in average condition on 1.42 acres. The property has four bedrooms and two bathrooms.

11. Matched Pair – Wildwood Solar, Moyock, NC



This project is located at 1374 Caritoke Highway, Moyock, NC. This is an 80 MW facility on a parent tract of 2,034 acres. Parcels Number 48 and 53 as shown in the map above were sold in 2016. The project was under construction during the time period of those sales and the permit was approved well prior to that in 2015.

I looked at multiple possible matched pairs for the two sales as shown below. This gives a range of impacts with the most significant impacts shown on the second comparable where matched pairs ranged from plus 6% to 15%. The sales are all in the adjoining mixed community that includes older residential dwellings and generally newer manufactured homes.

These two matched pairs are significantly further from the adjoining solar panels than typical at 1,060 to 2,020 feet.

Adjoining Residential Sales After Solar Farm Completed

#	Solar Farm	Address	Acres	Date Sold	Sales Price	Built	GLA	\$/GLA	BR/BA	Style
48	Adjoins	129 Pinto	4.29	4/15/2016	\$170,000	1985	1,559	\$109.04	3/2	MFG
	Not	102 Timber	1.39	4/1/2016	\$175,500	2009	1,352	\$129.81	3/2	MFG
	Not	120 Ranchland	0.99	10/1/2014	\$170,000	2002	1,501	\$113.26	3/2	MFG

Adjoining Sales Adjusted

Time	Acres	YB	GLA	BR/BA	Park	Total	% Diff
						\$170,000	
\$0	\$10,000	-\$29,484	\$13,435	\$0	\$0	\$169,451	0%
\$10,200	\$10,000	-\$20,230	\$3,284	\$0	\$0	\$173,254	-2%

#	Solar Farm	Address	Acres	Date Sold	Sales Price	Built	GLA	\$/GLA	BR/BA	Style	Park
53	Adjoins	105 Pinto	4.99	12/16/2016	\$206,000	1978	1,484	\$138.81	3/2	Ranch	Det gar
	Not	111 Spur	1.15	2/1/2016	\$193,000	1985	2,013	\$95.88	4/2	Ranch	Garage
	Not	103 Marshall	1.07	3/29/2017	\$196,000	2003	1,620	\$120.99	3/2	Ranch	N/A
	Not	127 Ranchland	0.99	6/9/2015	\$219,900	1988	1910	\$115.13	3/2	Ranch	Gar +3 det Gar

Adjoining Sales Adjusted

Time	Acres	YB	GLA	BR/BA	Park	Total	% Diff
						\$206,000	
\$3,860	\$10,000	-\$6,755	-\$25,359	\$0	\$0	\$174,746	15%
\$1,470	\$10,000	-\$24,500	-\$8,227	\$0	\$5,000	\$179,743	13%
\$9,896	\$10,000	-\$10,995	-\$24,523	\$0	-\$10,000	\$194,278	6%

12. Matched Pair – White Cross II, Chapel Hill, NC



This project is located in rural Orange County on White Cross Road with a 2.8 MW facility. This project is a few parcels south of White Cross Solar Farm that was developed by a different company. An adjoining home sold after construction as presented below.

Adjoining Residential Sales After Solar Farm Completed

Solar	TAX ID/Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style
Adjoins	97482114578	11.78	2/29/2016	\$340,000	1994	1,601	\$212.37	3/3	Garage	Ranch
Not	4200B Old Greensbor	12.64	12/28/2015	\$380,000	2000	2,075	\$183.13	3/2.5	Garage	Ranch

Adjoining Residential Sales After Solar Farm Adjoining Sales Adjusted

Solar	TAX ID/Address	Sales Price	Time	Acres	YB	GLA	BR/BA	Park	Total	% Diff
Adjoins	97482114578	\$340,000							\$340,000	
Not	4200B Old Greensbor	\$380,000	\$3,800	\$0	-\$15,960	-\$43,402	\$5,000	\$0	\$329,438	3%

Conclusion

The solar farm matched pairs shown above have similar characteristics to each other in terms of population, with most of the projects being in areas with a 1-mile radius population under 1,000, but with several outliers showing solar farms in farm more urban areas.

The median income for the population within 1 mile of a solar farm is \$49,761 with a median housing unit value of \$217,862. Most of the comparables are under \$350,000 in the home price, with \$770,000 being the high end of the set of matched pairs.

The adjoining uses show that residential and agricultural uses are the predominant adjoining uses.

These figures are in line with the larger set of solar farms that I have looked at with the predominant adjoining uses being residential and agricultural.

The population/demographic data was derived from SiteToDoBusiness website demographic tools.

Matched Pair Summary				Adj. Uses By Acreage				1 mile Radius (2010-2016 Data)		
	Name	City	State	Acres	Res	Ag	Com/Ind	Population	Med. Income	Avg. Housing Unit
1	AM Best	Goldsboro	NC	38	38%	23%	39%	1,523	\$37,358	\$148,375
2	White Cross	Chapel Hill	NC	45	5%	95%	0%	213	\$67,471	\$319,929
3	Wagstaff	Roxboro	NC	30	7%	93%	0%	336	\$41,368	\$210,723
4	Mulberry	Selmer	TN	160	13%	84%	3%	467	\$40,936	\$171,746
5	Pine Valley	West End	NC	89	87%	6%	7%	272	\$52,386	\$225,000
6	Nixon's	W. Friendship	MD	97	10%	90%	0%	939	\$166,958	\$770,433
7	Leonard	Hughesville	MD	47	10%	85%	5%	525	\$106,550	\$350,000
8	Talbot	Easton	MD	50	81%	19%	0%	536	\$47,136	\$250,595
9	Alamo II	Converse	TX	98	95%	5%	0%	9,257	\$62,363	\$138,617
10	Neal Hawkins	Gastonia	NC	35	33%	23%	44%	4,689	\$35,057	\$126,562
11	Wildwood	Moyock	NC	2034	4%	94%	2%	382	\$79,114	\$281,731
12	White Cross II	Chapel Hill	NC	34	25%	75%	0%	213	\$67,471	\$319,929
Average				230	34%	58%	8%	1,613	\$67,014	\$276,137
Median				49	19%	80%	1%	496	\$57,375	\$237,798

I have pulled the matched pairs from the above referenced solar farms to provide the following summary of home sale matched pairs and land sales next to solar farms. The summary shows that the range of differences is from -5% to +7% with an average and median of +1%. This means that the average and median impact is for a slight positive impact due to adjacency to a solar farm. However, this 1% rate is within the typical variability I would expect from real estate. I therefore conclude that this data shows no negative or positive impact due to adjacency to a solar farm.

Similarly, the land sales shows a median upward impact of 3% due to adjacency to a solar farm. I still consider that to be within the typical variability of real estate sales and conclude that this data shows no negative or positive impact due to adjacency to a solar farm.

Residential Dwelling Matched Pairs Adjoining Solar Farms

Pair	Solar Farm	City	State	Area	MW	Approx Distance	Tax ID/Address	Sale Date	Sale Price	Adj. Sale Price	% Diff
1	AM Best	Goldsboro	NC	Suburban	5	280	3600195570	Sep-13	\$250,000		
							3600198928	Mar-14	\$250,000	\$250,000	0%
2	AM Best	Goldsboro	NC	Suburban	5	280	3600195361	Sep-13	\$260,000		
							3600194813	Apr-14	\$258,000	\$258,000	1%
3	AM Best	Goldsboro	NC	Suburban	5	280	3600199891	Jul-14	\$250,000		
							3600198928	Mar-14	\$250,000	\$250,000	0%
4	AM Best	Goldsboro	NC	Suburban	5	280	3600198632	Aug-14	\$253,000		
							3600193710	Oct-13	\$248,000	\$248,000	2%
5	AM Best	Goldsboro	NC	Suburban	5	280	3600196656	Dec-13	\$255,000		
							3601105180	Dec-13	\$253,000	\$253,000	1%
6	AM Best	Goldsboro	NC	Suburban	5	280	3600182511	Feb-13	\$247,000		
							3600183905	Dec-12	\$240,000	\$245,000	1%
7	AM Best	Goldsboro	NC	Suburban	5	280	3600182784	Apr-13	\$245,000		
							3600193710	Oct-13	\$248,000	\$248,000	-1%
8	AM Best	Goldsboro	NC	Suburban	5	280	3600195361	Nov-15	\$267,500		
							3600195361	Sep-13	\$260,000	\$267,800	0%
9	Mulberry	Selmer	TN	Rural	5	400	0900A011	Jul-14	\$130,000		
							099CA043	Feb-15	\$148,900	\$136,988	-5%
10	Mulberry	Selmer	TN	Rural	5	400	099CA002	Jul-15	\$130,000		
							0990NA040	Mar-15	\$120,000	\$121,200	7%
11	Pine Valley	West End	NC	Rural	5	175	16893	Aug-16	\$66,000		
							16897	Aug-16	\$59,000	\$65,490	1%
12	Nixon's	W. Friendship	MD	Rural	2	660	12909 Vistaview	Sep-14	\$775,000	\$771,640	
							2712 Friendship Farm	Jun-14	\$690,000	\$755,000	2%
13	Leonard Rd	Hughesville	MD	Rural	5.5	230	14595 Box Elder	Feb-16	\$291,000		
							15313 Bassford Rd	Jul-16	\$329,800	\$292,760	-1%
14	Talbot Cnty	Easton	MD	Rural	0.55	1000	10193 Hiners	Oct-12	\$136,092		
							10711 Hiners	Dec-12	\$135,000	\$135,250	1%
15	Alamo II	San Antonio	TX	Suburban	4.4	360	7703 Redstone Mnr	Mar-16	\$166,000		
							7703 Redstone Mnr	Oct-12	\$149,980	\$165,728	0%
16	Alamo II	San Antonio	TX	Suburban	4.4	170	7807 Redstone Mnr	Aug-14	\$147,000		
							7807 Redstone Mnr	May-12	\$136,266	\$145,464	1%
17	Alamo II	San Antonio	TX	Suburban	4.4	150	7734 Sundew Mist	Nov-14	\$134,000		
							7734 Sundew Mist	May-12	\$117,140	\$125,928	6%
18	Neal Hawkins	Gastonia	NC	Suburban	5	275	139179	Mar-17	\$270,000		
							139179	Mar-17	\$270,000	\$270,000	0%
					Average	4.51	337			Average	1%
					Median	5.00	280			Median	1%
					High	5.50	1,000			High	7%
					Low	0.55	150			Low	-5%

First of Pair Adjoins Solar Farm

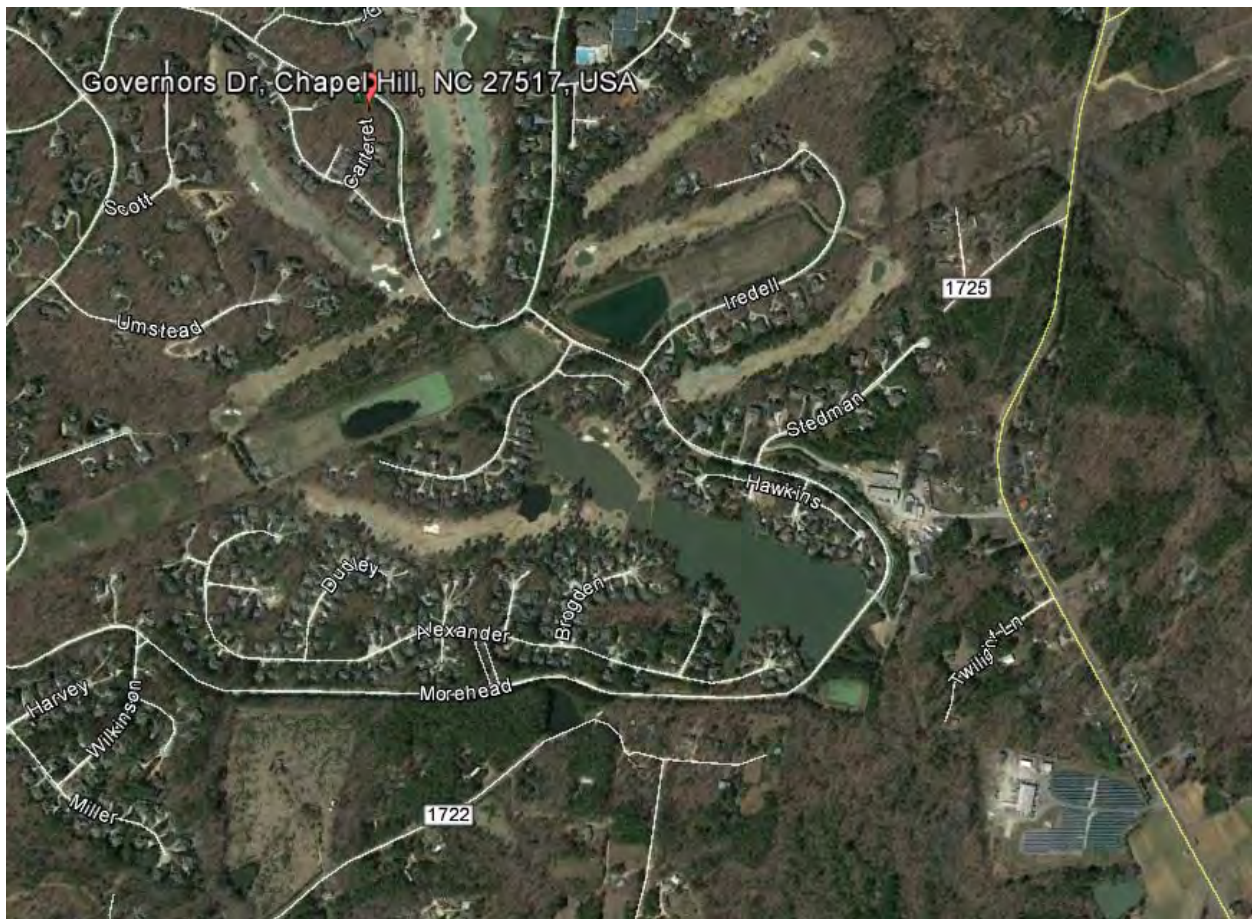
Land Sale Matched Pairs Adjoining Solar Farms

Pair	Solar Farm	City	State	Area	MW	Tax ID	Sale Date	Sale Price	Acres	\$/AC	Adj. \$/AC	% Diff
1	White Cross	Chapel Hill	NC	Rural	5	9748336770	Jul-13	\$265,000	47.20	\$5,614		
						9747184527	Nov-10	\$361,000	59.09	\$6,109	\$5,278	6%
2	Wagstaff	Roxboro	NC	Rural	5	91817117960	Aug-13	\$164,000	18.82	\$8,714		
						91800759812	Dec-13	\$130,000	14.88	\$8,737	\$8,737	0%
					Average	5.00					Average	3%
					Median	5.00					Median	3%
					High	5.00					High	6%
					Low	5.00					Low	0%

First of Pair Adjoins Solar Farm

II. Harmony of Use/Compatibility

I have visited over 200 solar farms and sites on which solar farms are proposed in North Carolina and Virginia as well as other states to determine what uses are compatible with a solar farm. The data I have collected and provide in this report strongly supports the compatibility of solar farms with adjoining agricultural and residential uses. While I have focused on adjoining uses, I note that there are many examples of solar farms being located within a quarter mile of residential developments, including such notable developments as Governor's Club in Chapel Hill, which has a solar farm within a quarter mile as you can see on the following aerial map. Governor's Club is a gated golf community with homes selling for \$300,000 to over \$2 million.



The subdivisions included in the matched pair analysis also show an acceptance of residential uses adjoining solar farms as a harmonious use.

Beyond these anecdotal references, I have quantified the adjoining uses for a number of solar farm comparables to derive a breakdown of the adjoining uses for each solar farm. The chart below shows the breakdown of adjoining or abutting uses by total acreage.

Percentage By Adjoining Acreage

Total Solar Farms Reviewed	173							All Res	All Comm
	Res	Ag	Res/AG	Park	Sub	Comm	Ind	Uses	Uses
Average	13%	57%	22%	1%	0%	0%	5%	94%	5%
Median	6%	63%	7%	0%	0%	0%	0%	100%	0%

Res = Residential, Ag = Agriculture, Sub = Substation, Com = Commercial, Ind = Industrial.

I have also included a breakdown of each solar farm by number of adjoining parcels rather than acreage. Using both factors provides a more complete picture of the neighboring properties.

Percentage By Total Number of Adjoining Parcels

Total Solar Farms Reviewed	173							All Res	All Comm
	Res	Ag	Res/AG	Park	Sub	Comm	Ind	Uses	Uses
Average	58%	27%	9%	0%	0%	2%	4%	94%	5%
Median	63%	25%	4%	0%	0%	0%	0%	100%	0%

Res = Residential, Ag = Agriculture, Sub = Substation, Com = Commercial, Ind = Industrial.

Both of the above charts show a marked residential and agricultural adjoining use for most solar farms. Every single solar farm considered included an adjoining residential use except for one, which included an adjoining residential/agricultural use. These comparable solar farms clearly support a compatibility with adjoining residential uses along with agricultural uses.

III. Specific Factors on Harmony of Use

I have completed a number of Impact Studies related to a variety of uses and I have found that the most common areas for impact on adjoining values typically follow the following hierarchy with descending levels of potential impact. I will discuss each of these categories and how they relate to a solar farm.

1. Hazardous material
2. Odor
3. Noise
4. Traffic
5. Stigma
6. Appearance

1. Hazardous material

The solar farm presents no potential hazardous waste byproduct as part of normal operation. Any fertilizer, weed control, vehicular traffic, or construction will be significantly less than typically applied in a residential development or even most agricultural uses.

The various solar farms that I have inspected and identified in the addenda have no known pending environmental impacts associated with the development and operation.

2. Odor

The various solar farms that I have inspected produced no noticeable odor.

3. Noise

These are passive solar panels with no associated noise beyond a barely audible sound during daylight hours. The transformer reportedly has a hum similar to a fluorescent light in an office building that can only be heard in close proximity to this transformer and the buffers on the property are sufficient to make emitted sounds inaudible from the adjoining properties. No sound is emitted from the facility at night.

The various solar farms that I have inspected were inaudible from the roadways. I heard nothing on any of these sites associated with the solar farm.

4. Traffic

The solar farm will have no onsite employee's or staff. The site requires only minimal maintenance. Relative to other potential uses of the site (such as a residential subdivision), the additional traffic generated by a solar farm use on this site is insignificant.

5. Stigma

There is no stigma associated with solar farms and solar farms and people generally respond favorably towards such a use. While an individual may express concerns about proximity to a solar farm, there is no specific stigma associated with a solar farm. Stigma generally refers to things such as adult establishments, prisons, rehabilitation facilities, and so forth.

Solar panels have no associated stigma and in smaller collections are found in yards and roofs in many residential communities. Solar panels on a roof are often cited as an enhancement to the property in marketing brochures.

I see no basis for an impact from stigma due to a solar farm.

6. Appearance

Larger solar farms using fixed panels are a passive use of the land that is considered in keeping with a rural/residential area. As shown below, solar farms are comparable to larger greenhouses. This is not surprising given that a greenhouse is essentially another method for collecting passive solar energy. The greenhouse use is well received in residential/rural areas and has a similar visual impact as a solar farm.



The fixed solar panels are all less than 12 feet high, which means that the visual impact of the solar panels will be similar in height to a typical greenhouse and lower than a single story residential dwelling. Were the subject property developed with single family housing, it would have a much greater visual impact on the surrounding area given that a two-story home with attic could be three to four times as high as these proposed panels. The panels will be located behind a chain link fence.

7. Conclusion

On the basis of the factors described above, it is my professional opinion that the proposed solar farm will be in harmony with the area in which it is to be developed. The breakdown of adjoining uses is similar to the other solar farms tracked.

IV. Market Commentary

I have surveyed a number of builders, developers and investors regarding solar farms over the last year. I have received favorable feedback from a variety of sources; below are excerpts from my conversations with different clients or other real estate professionals.

I spoke with Betty Cross with Keller Williams Realty in Chapel Hill, who sold the tract of land adjoining the White Cross Road solar farm. She indicated that the solar farm was not considered a negative factor in marketing the property and that it had no impact on the final price paid for the land.

I spoke with Lynn Hayes a broker with Berkshire Hathaway who sold a home at the entrance to Pickards Mountain where the home exits onto the Pickard Mountain Eco Institute's small solar farm. This property is located in rural Orange County west of Chapel Hill. This home closed in January 2014 for \$735,000. According to Ms. Hayes the buyer was excited to be living near the Eco Institute and considered the solar farm to be a positive sign for the area. There are currently a number of 10 acre plus lots in Pickards Meadow behind this house with lots on the market for \$200,000 to \$250,000.

A new solar farm was built on Zion Church Road, Hickory at the Two Lines Solar Farm on the Punch property. After construction of the solar farm in 2013, an adjoining tract of land with 88.18 acres sold for \$250,000, or \$2,835 per acre. This was a highly irregular tract of land with significant tree cover between it and the solar farm. I have compared this to a current listing of 20.39 acres of land that is located southeast just a little ways from this solar farm. This land is on the market for \$69,000, or \$3,428 per acre. Generally, a smaller tract of land would be listed for more per acre. Considering a size adjustment of 5% per doubling in size, and a 10% discount for the likely drop in the closed price off of the asking price, I derive an indicated value per acre of the smaller tract of \$2,777 per acre. This is very similar to the recently closed sale adjoining the solar farm, which further supports the matched pair analysis earlier in this report.

Rex Vick with Windjam Developers has a subdivision in Chatham County off Mt. Gilead Church Road known as The Hamptons. Home prices in The Hamptons start at \$600,000 with homes over \$1,000,000. Mr. Vick expressed interest in the possibility of including a solar farm section to the development as a possible additional marketing tool for the project.

Mr. Eddie Bacon, out of Apex North Carolina, has inherited a sizeable amount of family and agricultural land, and he has expressed interest in using a solar farm as a method of preserving the land for his children and grandchildren while still deriving a useful income from the property. He believes that solar panels would not in any way diminish the value for this adjoining land.

I spoke with Carolyn Craig, a Realtor in Kinston, North Carolina who is familiar with the Strata Solar Farms in the area. She noted that a solar farm in the area would be positive: "A solar farm is color coordinated and looks nice." "A solar farm is better than a turkey farm," which is allowed in that area. She would not expect a solar farm will have any impact on adjoining home prices in the area.

Mr. Michael Edwards, a broker and developer in Raleigh, indicated that a passive solar farm would be a great enhancement to adjoining property: "You never know what might be put on that land next door. There is no noise with a solar farm like there is with a new subdivision."

These are just excerpts I've noted in my conversations with different clients or other real estate participants that provided other thoughts on the subject that seemed applicable.

V. Conclusion

The matched pair analysis shows no impact in home values due to the adjacency to the solar farm as well as no impact to adjacent vacant residential or agricultural land. The criteria for making downward adjustments on property values such as appearance, noise, odor, and traffic all indicate that a solar farm is a compatible use for rural/residential transition areas.

Similar solar farms have been approved adjoining agricultural uses, schools and residential developments. Industrial uses rarely absorb negative impacts from adjoining uses.

Based on the data and analysis in this report, it is my professional opinion that the solar farm proposed at the subject property will not substantially injure the value of adjoining or abutting property and that the proposed use is in harmony with the area in which it is located.

If you have any further questions please call me any time.

Sincerely,



Richard C. Kirkland, Jr., MAI
State Certified General Appraiser



Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

- ❖ The basic limitation of this and any appraisal is that the appraisal is an opinion of value, and is, therefore, not a guarantee that the property would sell at exactly the appraised value. The market price may differ from the market value, depending upon the motivation and knowledge of the buyer and/or seller, and may, therefore, be higher or lower than the market value. The market value, as defined herein, is an opinion of the probable price that is obtainable in a market free of abnormal influences.
- ❖ I do not assume any responsibility for the legal description provided or for matters pertaining to legal or title considerations. I assume that the title to the property is good and marketable unless otherwise stated.
- ❖ I am appraising the property as though free and clear of any and all liens or encumbrances unless otherwise stated.
- ❖ I assume that the property is under responsible ownership and competent property management.
- ❖ I believe the information furnished by others is reliable, but I give no warranty for its accuracy.
- ❖ I have made no survey or engineering study of the property and assume no responsibility for such matters. All engineering studies prepared by others are assumed to be correct. The plot plans, surveys, sketches and any other illustrative material in this report are included only to help the reader visualize the property. The illustrative material should not be considered to be scaled accurately for size.
- ❖ I assume that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. I take no responsibility for such conditions or for obtaining the engineering studies that may be required to discover them.
- ❖ I assume that the property is in full compliance with all applicable federal, state, and local laws, including environmental regulations, unless the lack of compliance is stated, described, and considered in this appraisal report.
- ❖ I assume that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in this appraisal report.
- ❖ I assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- ❖ I assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in this report.
- ❖ I am not qualified to detect the presence of floodplain or wetlands. Any information presented in this report related to these characteristics is for this analysis only. The presence of floodplain or wetlands may affect the value of the property. If the presence of floodplain or wetlands is suspected the property owner would be advised to seek professional engineering assistance.
- ❖ For this appraisal, I assume that no hazardous substances or conditions are present in or on the property. Such substances or conditions could include but are not limited to asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls (PCBs), petroleum leakage or underground storage tanks, electromagnetic fields, or agricultural chemicals. I have no knowledge of any such materials or conditions unless otherwise stated. I make no claim of technical knowledge with regard to testing for or identifying such hazardous materials or conditions. The presence of such materials, substances or conditions could affect the value of the property. However, the values estimated in this report are predicated on the assumption that there are no such materials or conditions in, on or in close enough proximity to the property to cause a loss in value. The client is urged to retain an expert in this field, if desired.
- ❖ Unless otherwise stated in this report the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the

Americans with Disabilities Act (effective 1/26/92). The presence of architectural and/or communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

- ❖ Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- ❖ Possession of this report, or a copy thereof, does not carry with it the right of publication.
- ❖ I have no obligation, by reason of this appraisal, to give further consultation or testimony or to be in attendance in court with reference to the property in question unless further arrangements have been made regarding compensation to Kirkland Appraisals, LLC.
- ❖ Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Kirkland Appraisals, LLC, and then only with proper qualifications.
- ❖ Any value estimates provided in this report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
- ❖ Any income and expenses estimated in this report are for the purposes of this analysis only and should not be considered predictions of future operating results.
- ❖ This report is not intended to include an estimate of any personal property contained in or on the property, unless otherwise stated.
- ❖ This report is subject to the Code of Professional Ethics of the Appraisal Institute and complies with the requirements of the State of North Carolina for State Certified General Appraisers. This report is subject to the certification, definitions, and assumptions and limiting conditions set forth herein.
- ❖ The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
- ❖ This is a Real Property Appraisal Consulting Assignment.

Certification – Richard C. Kirkland, Jr., MAI

I certify that, to the best of my knowledge and belief:

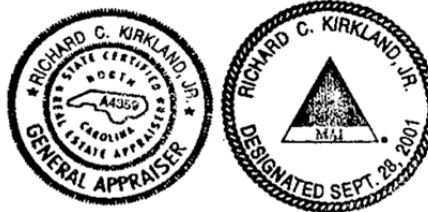
1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results;
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal;
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
8. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
10. I have not made a personal inspection of the property that is the subject of this report, and;
11. No one provided significant real property appraisal assistance to the person signing this certification.
12. As of the date of this report I have completed the requirements of the continuing education program of the Appraisal Institute;
13. I have not completed any appraisal related assignment on this property within the last three years.

Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute and the National Association of Realtors.

Neither all nor any part of the contents of this appraisal report shall be disseminated to the public through advertising media, public relations media, news media, or any other public means of communications without the prior written consent and approval of the undersigned.



Richard C. Kirkland, Jr., MAI
State Certified General Appraiser





Kirkland Appraisals, LLC

Richard C. Kirkland, Jr., MAI
9408 Northfield Court
Raleigh, North Carolina 27603
Mobile (919) 414-8142
rkirkland2@gmail.com
www.kirklandappraisals.com

PROFESSIONAL EXPERIENCE

Kirkland Appraisals, LLC , Raleigh, N.C. Commercial appraiser	2003 – Present
Hester & Company , Raleigh, N.C. Commercial appraiser	1996 – 2003

PROFESSIONAL AFFILIATIONS

MAI (Member, Appraisal Institute) designation #11796	2001
NC State Certified General Appraiser # A4359	1999
VA State Certified General Appraiser # 4001017291	
OR State Certified General Appraiser # C001204	
SC State Certified General Appraiser # 6209	

EDUCATION

Bachelor of Arts in English , University of North Carolina, Chapel Hill	1993
--	------

CONTINUING EDUCATION

Uniform Standards of Professional Appraisal Practice Update	2016
Forecasting Revenue	2015
Wind Turbine Effect on Value	2015
Supervisor/Trainee Class	2015
Business Practices and Ethics	2014
Subdivision Valuation	2014
Uniform Standards of Professional Appraisal Practice Update	2014
Introduction to Vineyard and Winery Valuation	2013
Appraising Rural Residential Properties	2012
Uniform Standards of Professional Appraisal Practice Update	2012
Supervisors/Trainees	2011
Rates and Ratios: Making sense of GIMs, OARs, and DCFs	2011
Advanced Internet Search Strategies	2011
Analyzing Distressed Real Estate	2011
Uniform Standards of Professional Appraisal Practice Update	2011
Business Practices and Ethics	2011
Appraisal Curriculum Overview (2 Days – General)	2009
Appraisal Review - General	2009
Uniform Standards of Professional Appraisal Practice Update	2008
Subdivision Valuation: A Comprehensive Guide	2008
Office Building Valuation: A Contemporary Perspective	2008
Valuation of Detrimental Conditions in Real Estate	2007
The Appraisal of Small Subdivisions	2007
Uniform Standards of Professional Appraisal Practice Update	2006
Evaluating Commercial Construction	2005

Conservation Easements	2005
Uniform Standards of Professional Appraisal Practice Update	2004
Condemnation Appraising	2004
Land Valuation Adjustment Procedures	2004
Supporting Capitalization Rates	2004
Uniform Standards of Professional Appraisal Practice, C	2002
Wells and Septic Systems and Wastewater Irrigation Systems	2002
Appraisals 2002	2002
Analyzing Commercial Lease Clauses	2002
Conservation Easements	2000
Preparation for Litigation	2000
Appraisal of Nonconforming Uses	2000
Advanced Applications	2000
Highest and Best Use and Market Analysis	1999
Advanced Sales Comparison and Cost Approaches	1999
Advanced Income Capitalization	1998
Valuation of Detrimental Conditions in Real Estate	1999
Report Writing and Valuation Analysis	1999
Property Tax Values and Appeals	1997
Uniform Standards of Professional Appraisal Practice, A & B	1997
Basic Income Capitalization	1996



Exhibit B

Glare Analysis



GlareGauge Glare Analysis Results

Site Configuration: Tracker - 6 MW

6 MW single-axis tracking

Created **July 10, 2017 8:35 a.m.**
 DNI **varies** and peaks at **1,000.0 W/m²**
 Analyze every **1 minute(s)**
0.5 ocular transmission coefficient
0.002 ft pupil diameter
0.017 ft eye focal length
9.3 mrad sun subtended angle
 Site Configuration ID: 9218.1575

Summary of Results No glare predicted!

PV name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	0.0	180.0	0	0	-

Component Data

PV Array(s)

Name: PV array 1 Axis tracking: Single-axis rotation Tracking axis orientation: 180.0 deg Tracking axis tilt: 0.0 deg Tracking axis panel offset: 0.0 deg Limit tracking rotation? Yes Maximum tracking angle: 60.0 deg Rated power: - Panel material: Smooth glass without AR coating Vary reflectivity with sun position? Yes Correlate slope error with surface type? Yes Slope error: 6.55 mrad	Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
		deg	deg	ft	ft	ft
	1	35.724507	-80.612612	697.78	0.00	697.78
	2	35.725866	-80.611539	714.07	0.00	714.07
	3	35.725883	-80.611346	716.83	0.00	716.83
	4	35.726284	-80.611346	715.04	0.00	715.04
	5	35.726336	-80.610702	727.83	0.00	727.83
	6	35.726545	-80.610702	724.83	0.00	724.83
	7	35.726545	-80.610509	728.32	0.00	728.32
	8	35.726946	-80.610530	725.61	0.00	725.61
	9	35.726876	-80.606196	751.90	0.00	751.90
	10	35.722957	-80.606303	736.66	0.00	736.66
	11	35.722939	-80.609093	731.24	0.00	731.24
	12	35.724351	-80.609093	742.01	0.00	742.01
	13	35.724368	-80.610895	720.65	0.00	720.65
	14	35.723601	-80.610852	726.75	0.00	726.75
	15	35.723584	-80.611517	717.04	0.00	717.04
	16	35.723985	-80.612590	695.98	0.00	695.98
	17	35.724298	-80.612633	694.35	0.00	694.35

Discrete Observation Receptors

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	ft
1	35.721449	-80.608213	706.10	0.00	706.10
2	35.727333	-80.612376	725.88	0.00	725.88
3	35.722786	-80.612183	709.79	0.00	709.79
4	35.720486	-80.606024	701.29	0.00	701.29
5	35.722675	-80.610707	730.91	0.00	730.91
6	35.722475	-80.609441	727.88	0.00	727.88

PV Array Results

PV array 1

No glare predicted!

Assumptions

- Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
- Glare analyses do not account for physical obstructions between reflectors and receptors. This includes buildings, tree cover and geographic obstructions.
- The glare hazard determination relies on several approximations including observer eye characteristics, angle of view, and typical blink response time. Actual values may differ.
- Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.



Figure 1: PV Array Area including (6) Discrete Observation Points for Glare Analysis

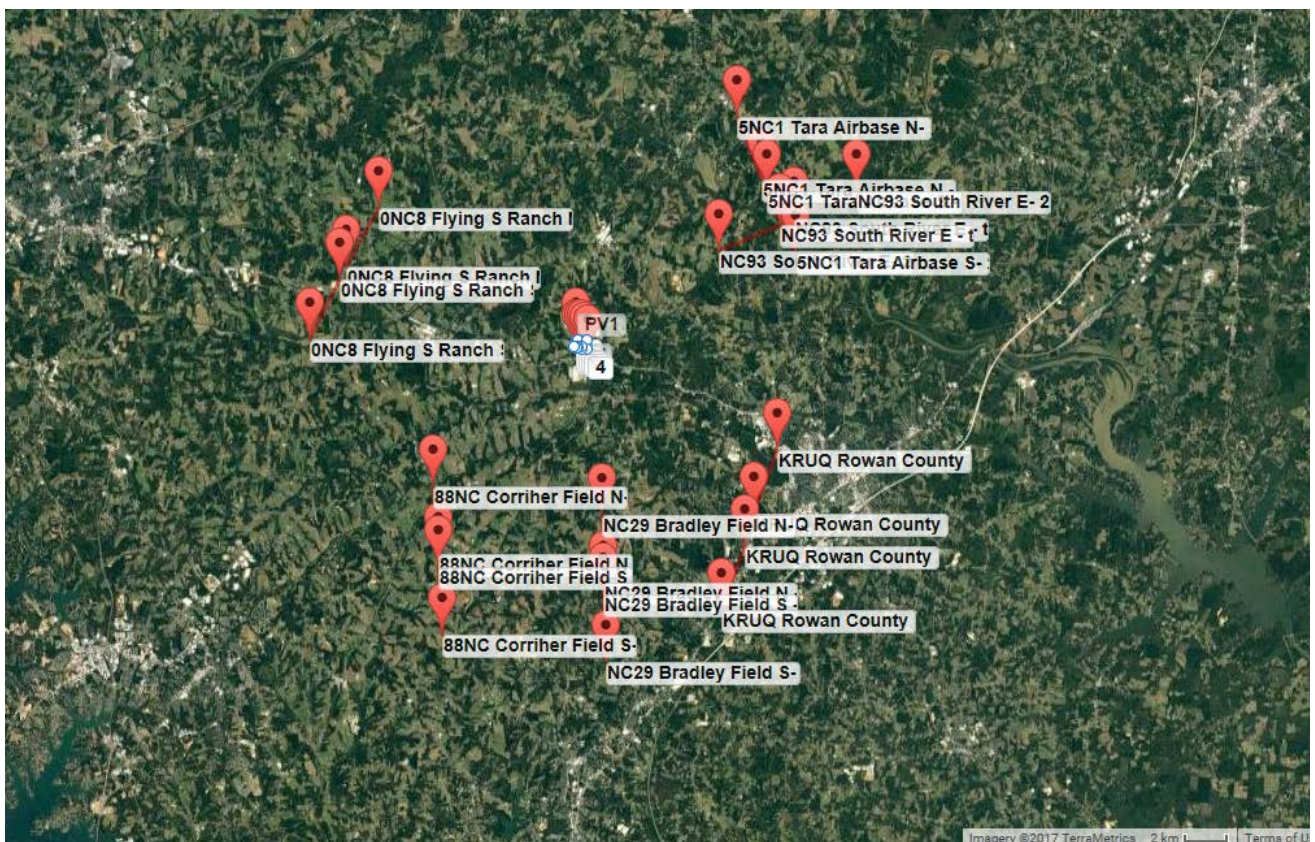


Figure 2: Woodleaf Solar in relation to surrounding airports (all in excess of 6 NM from site)



Exhibit C

Letter to Land Owners



Draft 07/28/2017
Letter to Residents
To be mailed: TBD

Dear [Name],

As part of our company's commitment to incorporate more renewable energy into our generation mix for the benefit of our customers, Duke Energy has been developing a solar project in Rowan County. As a customer who lives in this area, we wanted to provide you an update about these efforts.

Duke Energy owns about 110 acres along Highway 801 and Old US 70 where we have a large transmission switchyard. We've explored ways to use the remaining acres that would be beneficial for our customers and operations while continuing to be a good fit for the surrounding community. In September 2015, the Rowan County Board of Commissioners approved our Conditional Use Permit for a 6 MW ground mounted photovoltaic solar energy system to be located on this parcel.

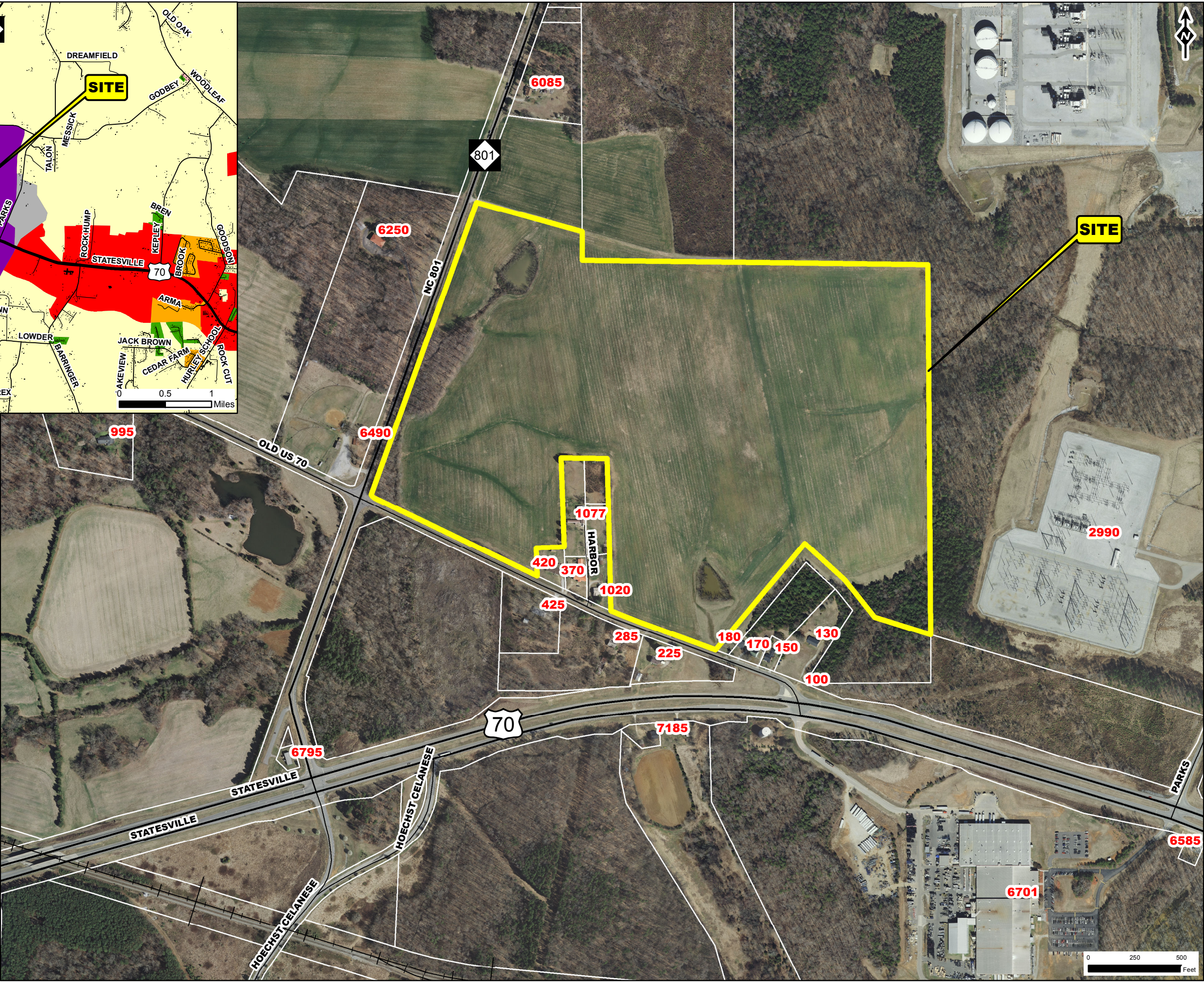
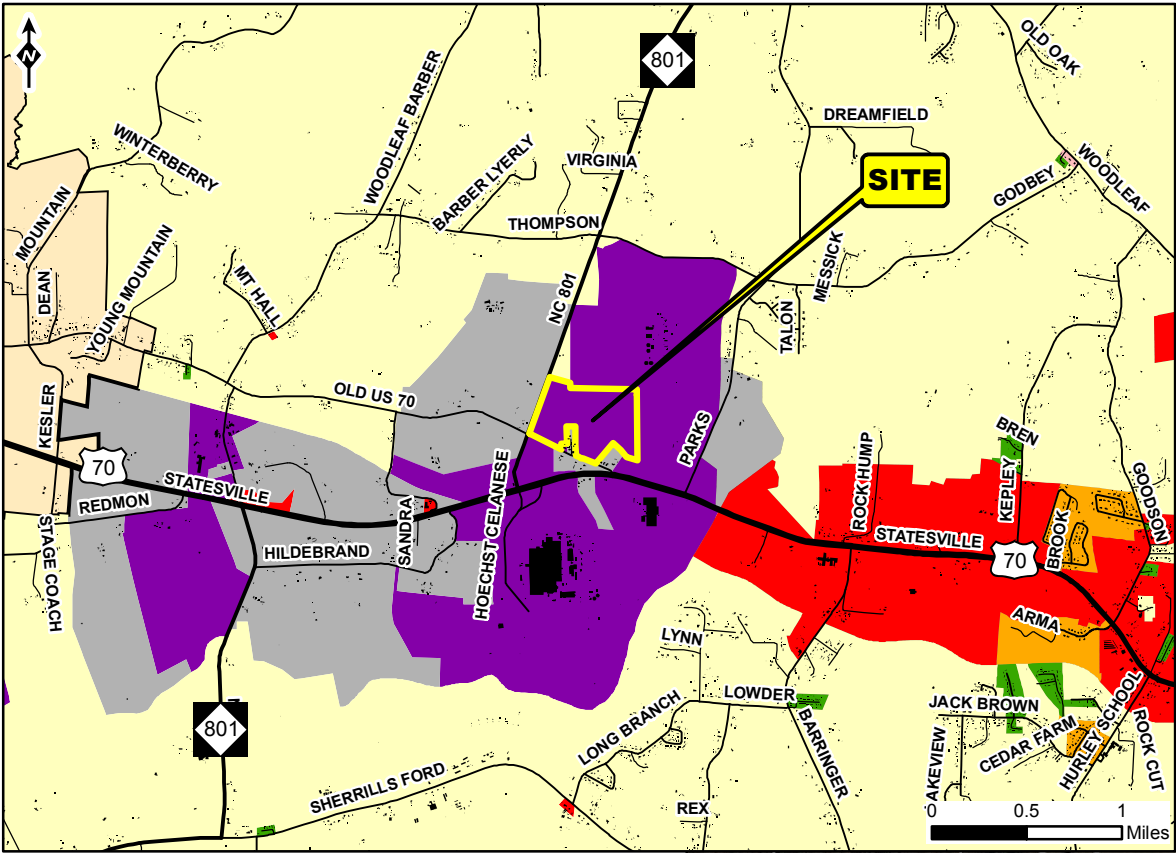
The Woodleaf project was originally slated to be complete at the end of 2016, however, additional studies to prepare for connection to the grid were required and the project is now expected to be complete by the end of 2018. There have also been several technology advances since this project was first approved that will enable us to capture more solar energy from the panels. Instead of a fixed tilt system, the project will incorporate a tracking system which will enable the solar panels to track with the sun. As a result of this change, the total acreage of the facility will increase to 48 acres. The project will be seeking an amendment to the original conditional use permit from the County.

As we receive feedback from the County, we will be in touch with next steps. If you have any questions regarding this change, please feel free to reach out to myself or Vanessa Goff. Our contact information is listed below. We look forward to talking with you.

Sincerely,

Randy Welch
District Manager
Government & Community Relations
Phone: (704) 638-4050
Email: Randy.Welch@duke-energy.com

Vanessa Goff
Business Development Manager
Phone: (585) 239-7607
Email: Vanessa.Goff@duke-energy.com



CUP 03-15: Duke Energy Corporation



LEGEND

Zoning

- | | |
|-----|---------------|
| RS | NB |
| RR | CBI |
| RA | IND |
| MHP | Cleveland ETJ |

- | | |
|---------|----------------|
| Site | Buildings |
| Parcels | Rail |
| Roads | 1254 Addresses |

March 2014 Aerial Photo

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

CERTIFICATE OF APPROVAL

CONDITIONAL USE PERMIT

Rowan County, North Carolina

FILE NUMBER: CUP 03-15

Owner / Applicant: Duke Energy Carolinas LLC

In accordance with the provisions of the Rowan County Zoning Ordinance, on September 21, 2015, the Rowan County Board of Commissioners unanimously (5-0) approved Conditional Use Permit 03-15 to accommodate a six (6) megawatt solar energy system at the corner of NC 801 Hwy. and Old US 70 Hwy. further referenced as Tax Parcel 826-002 based on the approved site plan and the below findings of fact:

Findings of Fact

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

FACT: *The proposed warning signage and security fence will caution individuals of potential hazards while restricting unauthorized access.*

FACT: *Site construction will be in accordance with the Building Inspections Department and engineering certifications to ensure the panels are properly installed and securely anchored.*

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;**

FACT: *Based on testimony provided by State Certified General Appraiser Richard Kirkland, Jr. and findings documented in his "Woodleaf Solar Impact Study" dated July 23, 2015, the proposed solar farm will not substantially injure the value of adjoining or abutting properties.*

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.**

FACT: *This property is part of a 1,493 acre IND zoned area that includes multiple industrial uses nearby.*



recycled paper

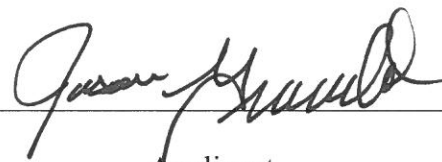
FACT: Noise levels for the internally located inverters should not be substantial at the property lines.

FACT: According to the staff report, panel glare should be similar to that exhibited by agricultural crops, grasses, and bodies of water.


FACT: The proposed evergreen screen will reduce visual impacts on surrounding residences.

FACT: According to the Western Rowan Land Use Plan, this property is within the highway corridor overlay for US 70 suggesting the proposed land use would be in general conformity with the plan.

Approved by:  9/22/15
Greg Edds, Chairman Date

Accepted by:  3/16/16
Applicant Date

I, Rita G Kale, a Notary Public for Catawba County and the State of North Carolina, do hereby certify that Jason Groenewold personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Date: 3/16/2016

My commission expires 8/17, 20 17. 
Notary Public



Checklist for Review of Conditional Use Permits

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

Applicant: Duke Energy

Property Owner: Duke Energy

Tax Parcel: 826-002 **Location:** Old US 70 and NC 801 Hwys

Request: 6 megawatt solar energy system

Conditional Use Requirements. Has the applicant provided the following specific items necessary for consideration? For any item indicated as "NO", compliance with the condition(s) should be required prior to

	YES	NO
Setbacks: Solar collectors fifty (50) feet from adjoining property lines	<input type="checkbox"/>	<input type="checkbox"/>
AZO: If located within approach surface of AZO, provide FAA 7460 form	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Required Findings. All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made. A motion and vote on each finding is necessary.

	YES	NO
Motion 1: The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.	<input type="checkbox"/>	<input type="checkbox"/>

Supporting Fact(s): _____

Motion 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.	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Supporting Fact(s): _____

Motion 3: That the location and character of the development in accordance with conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Supporting Fact(s): _____

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

Condition 1: _____

Condition 2: _____

Additional Conditions: _____

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

MOTION TO: GRANT ☐ DENY ☐ CONTINUE ☐



Rowan County 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 03-15 Amend.
Date Filed 8/1/17
Received By SAS
Amount Paid \$ 200.00
Office Use Only

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Duke Energy Corporation

Signature: _____

Phone: 704.382.0913 Email: Dale.brooks@duke-energy.com

Address: 400 South Tryon Street Charlotte, NC 28201

APPLICANT / AGENT INFORMATION:

Name: Dale Brooks

Signature: Dale Brooks

Phone: 704.382.0913 Email: Dale.brooks@duke-energy.com

Address: Real Estate Land Services
400 South Tryon Street, Charlotte, NC 28201

PROPERTY DETAILS:

Tax Parcel: 825002 ⁸²⁶⁻⁰⁰² Zoning District: IND

Date Acquired: 8/7/2003 Deed Reference: Book 983 Page 512

Property Location: Old Hwy US 70

Size (sq. ft. or acres): 116 Street Frontage: 2000'

Current Land Use: Agriculture

Surrounding Land Use: North Ag/IND
South Ag/Ind/Res
East Ind
West Ag/Ind

PURPOSE & SECTION:

State purpose of conditional use permit:

Installation and operation of utility-scale solar generation plant

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

21-52 & 21-59

ATTACHED DOCUMENTS:

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

Attached: Yes ☒ No ☐

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

OFFICIAL USE ONLY

1. Signature of Coordinator:  2. Board of Commissioners

Public Hearing: 09/18/17 3. Notifications Mailed: 09/06/17 4. Property Posted:

09/06/17 5. BOC Action: Approved _____ Denied _____ 6. Date Applicant Notified:

____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: September 8, 2017
SUBJECT: Quasi-judicial Hearing for CUP 08-17

Charles Lawing is requesting a conditional use permit to accommodate a 504 sq.ft. residential storage facility on a 5 acre tract identified as Tax Parcel 130-254 located at the 1200 Block of Lawing Dr. According to Mr. Lawing's application, the structure would be used as a "storage facility and workshop for artistic expression, art painting, professional writing, songwriting, and meditation".

Conduct quasi-judicial hearing, three separate motions to adopt findings of fact, and a motion to approve / deny / table CUP 08-17

ATTACHMENTS:

Description	Upload Date	Type
Chairman's Speech	9/8/2017	Exhibit
Staff Report	9/8/2017	Exhibit
GIS Map	9/8/2017	Exhibit
Applicant's Site Plan	9/8/2017	Exhibit
Applicant Documents	9/8/2017	Exhibit
Procedural Checklist	9/8/2017	Exhibit
Application	9/8/2017	Exhibit

CUP 08-17 CHAIRMAN'S SPEECH

The hearing for consideration of CUP 08-17 is now in session and will focus on an application submitted by Charles Lawing to construct a residential storage facility on Tax Parcel 130-254 located at the 1200 Block of Lawing Drive.

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

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

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

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

Shane Stewart will present the case for the County.



Rowan County Planning and Development Department

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

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

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: September 7, 2017
RE: **CUP 08-17**

SUGGESTED BOARD OF COMMISSIONERS ACTION

☐ Sworn oath for those testifying ☐ Receive staff report ☐ Petitioner comments ☐ Public comments ☐ Close hearing and discuss ☐ Three (3) separate motions to adopt findings of fact ☐ Motion to Approve / Deny / Table
CUP 08-17

REQUEST

Charles Lawing is requesting a conditional use permit to accommodate a 504 sq.ft. residential storage facility on a 5 acre tract identified as Tax Parcel 130-254 located at the 1200 Block of Lawing Dr. According to Mr. Lawing's application, the structure would be used as a "storage facility and workshop for artistic expression, art painting, professional writing, songwriting, and meditation".

CONDITIONAL USE REQUIREMENTS

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

- a. **The parcel shall be in fee simple ownership.** Yes, owned exclusively by Arthur & Jaunita Lawing.
- b. **The structure shall be of compatible construction with surrounding area.** The structure contains wood siding and a metal roof.

- c. **The maximum size allowed is three thousand (3,000) square feet.** Proposed structure will total 504 sq.ft.
- d. **No outdoor storage is allowed except as specifically provided otherwise.** None proposed.
- e. **Minimum lot size shall be the same as for a single-family residence.** Lot size is 5 acres vs. minimum lot size of .46 acres (20,000 sq.ft.).
- f. **Storage of vehicles shall not be in the front yard.** None proposed.
- g. **Outside lighting shall be designed to prevent direct glare on adjoining residences.** Applicant understands any proposed lighting must be directed away from adjacent residences.
- h. **Setbacks shall be at a minimum the same as single family dwellings.** The proposed structure complies with the required 30' front, 10' side, and 10' rear setback.

EVALUATION CRITERIA

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

1. **Adequate transportation access to the site exists.** Approximately 680 feet of Lawing Dr. extending from Mt. Moriah Ch. Rd. to Lake Dr. is maintained by the Town of Landis. From this location, Lawing Dr. is privately maintained for a distance of approximately 610 feet to the subject property providing access to five (5) residences.
2. **The use will not significantly detract from the character of the surrounding area.** The subject property is located between another parcel owned by Mr. Lawing containing his residence (1275 Lawing Dr.) and a parcel owned by his daughter, Laura Felton (1165 Lawing Dr.) [see map]. Additionally, the structure should not be visible to adjoining properties based on the existing tree coverage and fence located along the southern property line.
3. **Hazardous safety conditions will not result.** No hazardous safety conditions are envisioned based on the proposed use.
4. **The use will not generate significant noise, odor, glare, or dust.** Any associated impacts would be similar to that found on properties containing a residence.
5. **Excessive traffic or parking problems will not result.** N/A.
6. **The use will not create significant visual impacts for adjoining properties or passersby.** See item #2 above.

PROCEDURES

The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:

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.

See enclosed checklist to guide decision. Planning Staff will provide example findings for consideration at the hearing.

STAFF COMMENTS

This request meets the standards for approval for residential storage facilities.



Aug. 8, 2018

TO: Rowan County Planning and Development, Salisbury, NC
FROM: Charles A. Lawing
ATTN: Franklin D. Gover, III, Town Planner
SUBJECT: Conditional Use Permit Application
LOCATION: 1275 Lawing Dr. , China Grove, NC 28023 (outside city limits)

Attached please find application, aerial map designation maps, 2 photos of the storage-workshop structure and this document for your review. The applicant is seeking to place a storage facility that will be used as an artistic craft structure for songwriting, artistic expression, reading, organizing collectibles, professional writing and painting. Owner is semi-retired (soon to be retired) and seeking a stress free environment for both physical and mental health. The structure will require a rest room due to Crohns condition.

Zoning ordinance which permit is being requested: 21.60(10)

(10) Residential Storage Facility

- a) The parcel is owned free and clear by Charles and Juanita Lawing.
- b) Structure is well-built and is in no way obtrusive or distracting, blends in well with the surrounding houses.
- c) Structure is 14' wide and 36' long, 504 square feet.
- d) Storage will be inside the building, no outdoor storage will be needed.
- e) The structure will be built on a 5 acre parcel.
- f) Vehicle will be parked at the rear of the structure when in use.
- g) No residences are close enough to the structure to be affected by any outdoor lighting.
- h) The structure will be set back about 100 feet from the service road as depicted in the sketch.

Sec. 21-59. Evaluation criteria.

- (1) The structure is being placed at the front of the parcel, providing adequate access to the structure from the service road. Location is rural.
- (2) The structure is unobtrusive, mostly hidden from view by shade trees.
- (3) No hazardous safety conditions will be present, any waste will be disposed of in trash bins provided at 1275 Lawing Dr, and structure is outfitted with two fire alarms.
- (4) Structure will not be used for any purposes that would create excess noise, odor, glare, or dust.
- (5) Use of structure would in no way create excessive traffic or parking problems. There is adequate room for parking for an additional vehicle should there ever be a need, although that is not anticipated.
- (6) Structure is mostly surrounded by trees. Adjoining properties have limited view of the structure and should not be visually impacted by use of the structure.

The area is intended to be quiet. It is surrounded by natural beauty and will be located in the front portion of our 5 acres. I reside on the adjoining ten acres where my home is located.

Enclosures:

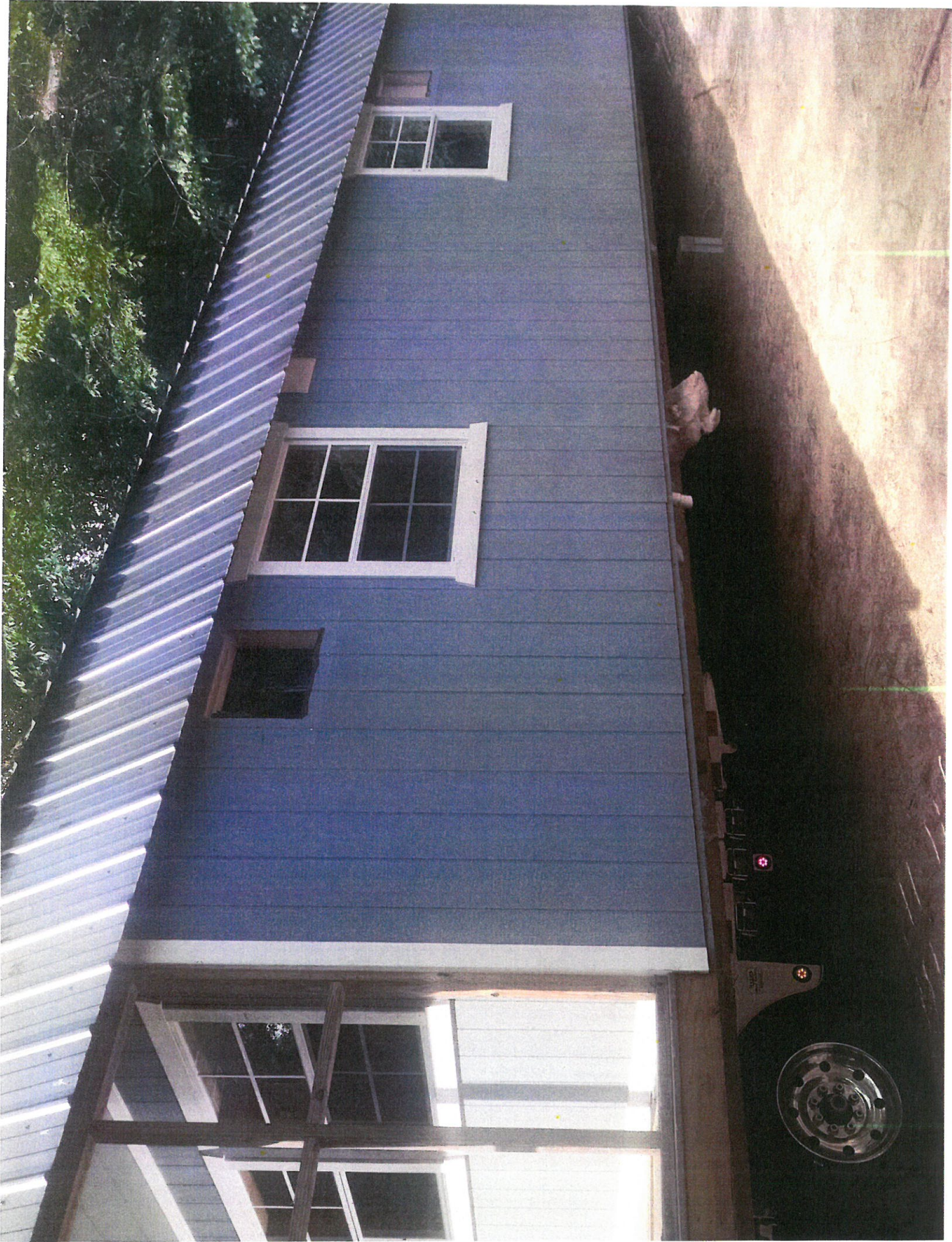
Conditional Use permit Application Document Aug. 8, 2017

Conditional Use permit Application

Map with dimensions on parcel (color)

2 Pictures of Structure (color)

Chuck A. Lawing





Checklist for Review of Conditional Use Permits

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

Applicant: Charles Lawing
Property Owner: Charles Lawing
Tax Parcel: 130-254 **Location:** 1200 Blk. Lawing Dr.
Request: Residential Storage Facility

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

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

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

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

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

	YES	NO
Motion 1: The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.	<input type="checkbox"/>	<input type="checkbox"/>

Supporting Fact(s): _____

Motion 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.	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Supporting Fact(s): _____

Motion 3: That the location and character of the development in accordance with conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Supporting Fact(s): _____

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

Condition 1: _____

Condition 2: _____

Additional Conditions: _____

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

MOTION TO: GRANT ☐ DENY ☐ CONTINUE ☐



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

Case # CUP 08-17
Date Filed 8-8-17
Received By D. Best
Amount Paid 200.00 CR# 1599
Office Use Only

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: CHARLES A. LAWING
Signature: Charles A. Lawing
Contact Information: 704 796-9160-c; 704 855-7298-h; lawing@yahoo.com
Address: 1275 LAWING DRIVE, CHINA GROVE, NC 28023

APPLICANT / AGENT INFORMATION:

Name: CHARLES A. LAWING
Signature: Charles A. Lawing
Contact Information: 704 796 9160-c; 704 855-7298-h; lawing@yahoo.com
Address: 1275 LAWING DRIVE, CHINA GROVE, NC 28023

PROPERTY DETAILS:

Tax Parcel: MAP 130 PARCEL 255 ²⁵⁴ Zoning District: _____
Date Acquired: _____ Deed Reference: Book 876 Page 946
Property Location: 1275 LAWING DR. CHINA GROVE, NC 28023
Size (sq. ft. or acres): 5 acres Street Frontage: 284.84 ft. (264.84 ft)
Current Land Use: UNDEVELOPED - WILDERNESS

Surrounding Land Use: North LAKE CORRIER
South SERVICE RD
East LAWING RESIDENCE - MY HOME
West 1185 LAWING DR (RESIDENCE)

PURPOSE & SECTION:

State purpose of conditional use permit:

STORAGE FACILITY AND WORKSHOP USED FOR ARTISTIC EXPRESSION, ART PAINTING,
PROFESSIONAL WRITING, SONGWRITING AND MEDITATION

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

21-60(C10)

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: [Signature] 2. Board of Commissioners
Public Hearing: 09/18/17 3. Notifications Mailed: 09/06/17 4. Property Posted:
09/06/17 5. Dates Advertised: 1st / / 2nd / / 6. BOC Action: Approved
 Denied 7. Date Applicant Notified: / /

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Commissioner Craig Pierce
DATE: September 8, 2017
SUBJECT: Public Hearing: Proposed Amendments to Chapter 3 of the Rowan County Code of Ordinances

REQUEST

Per a request from the Rowan County Tourism Development Authority (Attachment 1), the County Commission added consideration and scheduling of a public hearing at its August 7, 2017 meeting for proposed amendments to Chapter 3 of the Rowan County Code of Ordinances. Specifically, these proposed amendments (Attachment 2) will allow for the sale and consumption of alcoholic beverages at any lawfully permitted ABC establishments within Rowan County outside the corporate limits of any Rowan County municipality.

Notice of the public hearing was posted on the County's website and also in the Salisbury Post on September 8, 2017.

RECOMMENDATION

1. Conduct Public Hearing
2. Close Hearing and Discuss Proposed Amendments
3. Adopt, Table or Deny Proposed Amendments

ATTACHMENTS:

Description	Upload Date	Type
Attachment 1: Rowan County TDA Letter of Support	9/8/2017	Backup Material
Attachment 2: Proposed Amendments to Chapter 3	9/8/2017	Ordinance



SALISBURY, NORTH CAROLINA

Be an original.

Rowan County Tourism Development Authority

204 East Innes, Salisbury, NC 28144

Rowan County Board of Commissioners
130 West Innes Street
Salisbury, N.C. 28144

Dear Rowan County Board of Commissioners:

The Rowan County Tourism Development Authority, on behalf of the local tourism economy, hospitality, food and beverage businesses in Rowan County, request that the Rowan County Board of Commissioners take into careful consideration and adopt an ordinance to allow the sale of alcoholic beverages before noon on Sunday's at license premises. There are numerous communities across the state of North Carolina and municipalities within Rowan County that have already adopted this legislation. A list of those communities and other communities that plan to take up this matter have been included for your review.

North Carolina is now an "opt-in" state within the passage of S155, Session Law 2017-87, more commonly referred to as the "Brunch Bill." This law gives cities or counties the choice to adopt the ordinance of allowing for the sale of malt beverage, unfortified and fortified wine and mixed beverages beginning at 10 a.m. on Sunday. If a city first adopts the ordinance, the bill is effective only within the municipal corporate limits. If the county adopts the ordinance first, it is only effective in the unincorporated areas of the county (i.e. outside municipal corporate limits), but any city within that county can simply adopt a resolution permitting the county ordinance to apply within the city limits.

There are currently Rowan County hospitality businesses, such as wineries and vineyards, with premises that are located within both a municipality and in an unincorporated area of the county that this would greatly impact. By passing this legislation it does not require any business to take part in the "Brunch Bill," but will give them the option to choose to participate. In addition, it does not require a municipality participate. It only covers the unincorporated areas of the county. Currently in Rowan County, Salisbury, Kannapolis and Rockwell have already adopted this bill.

Allowing earlier Sunday alcohol sales will allow the hospitality industry to better meet guests' needs, generate additional revenue and support jobs, all while helping to bring in additional tax dollars for local and state governments. This change will help keep Rowan County competitive to destinations for business and leisure travel, while offering local citizens a greater variety of brunch venues. As brunch continues to grow increasingly popular, not only as a social activity, but as a way for families to celebrate weddings, anniversaries and other special occasions, so will the benefits to be seen by Rowan County enacting this ordinance. It provides a level playing field for Rowan County hospitality businesses.

A draft ordinance has been included for your review and consideration. As cities and counties around the state continue to adopt these ordinances, please help keep Rowan County a competitive community by considering adopting the "Brunch Bill" ordinance and avoid Rowan businesses having an economic disadvantage against similar businesses in other communities across North Carolina. Thank you for your consideration.

James Meacham, CEO
Rowan County Tourism Development Authority

ORDINANCE NO. 2017- ____

An Ordinance To Allow the Sale of Alcoholic Beverages Before Noon on Sundays at Licensed Premises In The Unincorporated Areas of Rowan County, North Carolina

WHEREAS, on June 29, 2017, the North Carolina General Assembly enacted Senate Bill 155, entitled “An Act to Make Various Changes to the Alcoholic Beverage Control Commission Laws”; and

WHEREAS, Section 4 of Ratified Senate Bill 155 authorizes city and county governments to adopt an ordinance to allow alcohol sales beginning at 10 am on Sundays; and

WHEREAS, Ratified Senate Bill 155 was signed into law by Governor Roy Cooper on the 30th day of June, 2017 and became effective on that date (Session Law 2017, Chapter 87);

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Rowan County, North Carolina that:

Section 1. Pursuant to the authority contained in G.S. 153A – 145.7, the sale of malt beverages, unfortified wine, fortified wine, and mixed beverages is allowed in the unincorporated areas of Rowan County beginning at 10 A.M. on Sunday pursuant to the licensed premises’ permit issued under G.S 18B – 1001.

Section 2. This ordinance is effective on the ____ day of _____, 2017.

Adopted this _____ day of _____, 2017.

_____	Attest: _____
_____, Chair	_____, Clerk

Communities: Brunch Bill Has Been Adopted

- Albemarle
- Apex
- Asheville
- Atlantic Beach
- Bald Head
- Banner Elk
- Beaufort
- Beech Mountain
- Belmont
- Bermuda Run
- Black Mountain
- Blowing Rock
- Boiling Spring Lakes
- Boone
- Buncombe County
- Calabash
- Cape Carteret
- Carolina Beach
- Carrboro
- Carthage
- Cary
- Chapel Hill
- Charlotte
- Clayton
- Concord
- Cornelius
- Currituck County
- Dare County
- Davidson
- Duck
- Durham
- Durham County
- Edenton
- Elon
- Elizabeth City
- Emerald Isle
- Fayetteville
- Garner
- Gastonia
- Goldsboro
- Greensboro
- Greenville
- Guilford County
- Hendersonville
- Hickory
- High Point
- Hillsborough
- Holly Springs
- Huntersville
- Hyde County
- Kannapolis
- Kill Devil Hills
- Kinston
- Kitty Hawk
- Kure Beach
- Laurel Park
- Leland
- Lenoir
- Lexington
- Lincolnton
- Lincoln County
- Manteo
- Marion
- Matthews
- Mebane
- Mecklenburg County
- Mills River
- Mooresville
- Morehead City
- Morganton
- Morrisville
- Nags Head
- New Bern
- New Hanover County
- Newton
- North Topsail Beach
- Oak Island
- Oriental
- Pender County
- Pinehurst
- Pine Knoll Shores
- Pineville
- Raleigh
- Rockwell
- Salisbury
- Sanford
- Seven Devils
- Southern Shores
- Statesville
- Sugar Mountain
- Sunset Beach
- Surf City
- Swansboro
- Troutman
- Wake County
- Wake Forest
- Washington
- Washington Park
- Weaverville
- Wendell
- Wilmington
- Wrightsville Beach
- Yanceyville

Communities: Brunch Bill Pending

- Aberdeen -
- Asheboro
- Beaufort County
- Brevard
- Burlington
- Catawba
- Catawba County
- Claremont
- Creedmoor
- Davidson County
- Haw River
- Indian Trail
- Knightdale
- Long View
- Maiden
- Nashville
- Pittsboro
- Rocky Mount
- Saratoga
- Shelby
- Smithfield
- Winston-Salem



Amendments to Chapter 3 of the Rowan County Code of Ordinances

Public Hearing by the Rowan County Board of Commissioners

PUBLIC HEARING NOTICE

As proposed, the amendments to Chapter 3 of the Rowan County Code of Ordinances allow for the sale and consumption of alcoholic beverages at lawfully permitted ABC establishments within Rowan County outside the corporate limits of any Rowan County municipality. Proposed deletions appear as ~~strike through text~~ and proposed additions appear as ***bold italicized text***.

Be advised that significant changes to the proposed text may result from comment or considerations received during the scheduled public hearing.

Public Hearing Date: Monday, September 18, 2017 at 6:00 pm in the J. Newton Cohen Sr. Meeting Room located in the J. Newton Cohen Rowan County Administration Building at 130 W. Innes Street, Salisbury, NC.

Comments or questions related to this document may be directed to the Rowan County Managers Office at 704-216-8181.

1 **Chapter 3 - ALCOHOLIC BEVERAGES**

2 **Sec. 3-1. ~~Reserved.~~ Authorization, Findings and Purposes**

3 *The Board of Commissioners does hereby find that:*

- 4 (a) *North Carolina General Statutes Chapter 18B authorizes counties to exercise limited*
5 *regulatory authority over the licensing and permitting of places selling alcoholic*
6 *beverages and over consumption of alcoholic beverages.*
7 (b) *The exercise of that authority by the Rowan County Board of Commissioners is for the*
8 *benefit of the public health, safety and welfare of its citizens and adoption of this*
9 *Ordinance is not inconsistent therewith.*
10 (c) *The provisions of this Article are intended to implement the authority of the County to*
11 *the extent authorized by S.L. 2017-87 (SB 155), more specifically Section 3.(d) "Allow*
12 *the Sale of Alcoholic Beverages Before Noon on Sundays Subject to Local Government*
13 *Approval" amending G.S. 18B-1004 and G.S. 153A-145.7 "Hours of Certain Alcohol*
14 *Sales" where a county "may adopt an Ordinance allowing for the sale of malt*
15 *beverages, unfortified wine, fortified wine and mixed beverages beginning at 10:00*
16 *A.M. on Sunday pursuant to the licensed premises' permit issued under G.S. 18B-*
17 *1001."*

18 ~~Editor's note — Section 3-1 which pertained to hours of sale and derived from § 1 of an~~
19 ~~ordinance adopted Sept. 15, 1971, has been deleted at the direction of the county.~~

20 **Section3-2. Adoption of State Law.**

21 *The State law regulating intoxicating liquors, as expressly set out in G.S. Chapter 18B, and*
22 *any and all other regulations governing the use and sale of intoxicating liquors, is hereby*
23 *specifically adopted as if fully set forth herein.*
24

25 **Section 3-3. Sunday Sales of Malt Beverages, Unfortified Wine, Fortified Wine and Mixed**
26 **Beverages.**

27 *The sale of malt beverages, unfortified wine, fortified wine and mixed beverages shall be*
28 *allowed within the County and its unincorporated areas on Sundays beginning at 10:00 A.M.*
29 *and pursuant to the licensed premises' permit issued under G.S. 18B-1001.*

30 **Sec. 3-2 4. - Sale, possession and/or consumption on county-owned property.**

31 *Notwithstanding the provisions of this Chapter, the sale, possession and/or consumption of*
32 *any alcoholic beverages on property owned, leased, or occupied by the county is prohibited,*
33 *with the exception of the property at the West End Plaza. Beer and wine sales for special*
34 *events and gatherings must be approved by the Board of Commissioners. Applications must be*
35 *received thirty (30) days prior to the event and ABC permits and requirements must be*
36 *approved and in place before an application can be approved by the Commissioners. The*

1 exception does not relate to any other county-owned property and the exception is not
2 applicable to county offices and/or businesses located at the West End Plaza.

3 (Ord. of 5-3-82; Ord. of 4-16-96; Amend. of 4-16-07; Ord. of 6-15-15)

4

5

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: September 11, 2017
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	9/11/2017	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Emergency Services

EXPLANATION IN DETAIL: Law Enforcement Magnets donation to Rowan County Emergency Services for the magnets purchase

Prepared by: S. Hoffner
Date: 8/25/2017

BUDGET INFORMATION:

[illegible]

To: Rowan County Board of Commissioners
From: Nina Oliver, Health Director, Mary Rachui, Nursing Supervisor
Date: 8/21/17
RE: Minority Diabetes Prevention Program

Situation:

Rowan County Health Department is participating for a second year in a Minority Diabetes Prevention Program through a regional program, in collaboration with Cabarrus Health Alliance .

Background:

One in 3 adults is living with prediabetes; nine in ten do not know they have it. African Americans, Hispanics, and Native Americans have a higher risk of being prediabetes. The North Carolina Office of Minority Health and Health Disparities is funding Minority Diabetes Screening Programs throughout the state. Ten regions across the state were designated; one county in each region was given fiduciary lead. Cabarrus Health Alliance (CHA) is the lead county for our region and Rowan County Health Department has opted to participate in the program. The program screens for people who have prediabetes or are at risk, and offers a year long program (Prevent T2) to educate on lifestyle behaviors which can prevent transitioning from prediabetes to Type 2 diabetes. A class started here in February 2017 and will continue until February of 2018 with the funds awarded in 2016.

Assessment:

Rowan County Health Department is screening patients for a class to begin in September of 2107 in Rowan County. This year in addition to screening our patients, we provided screening at the Health Fair Extravaganza and will screen attendees at a community event on September 9, 2017. The goal is to have one in Rowan County for this new series. CHA is assuming more class management responsibilities and for our participation which will include staff time and materials. Rowan County Health Department will receive up to \$1000.00.

Recommendation:

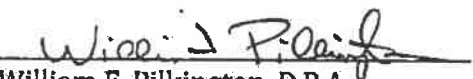
We request the Board of Commissioners support the Rowan County Health Department's participation in this Minority Diabetes Prevention Program.

MEMORANDUM OF AGREEMENT


Between the
Cabarrus Health Alliance
and the
Rowan County Health Department

July 2017 – June 2018

We, the undersigned have read and agree with this MOA.


William F. Pilkington, D.P.A.
CEO, Director of Public Health Services
Cabarrus Health Alliance

25 July 2017
Date


Nina Oliver, MS
Health Director
Rowan County Health Department

7-26-2017
Date

This Memorandum of Agreement ("MOA") is made and entered into on the 13th day of July, by and between the **Cabarrus Health Alliance** ("CHA") and the Rowan County Health Department for the purpose of executing the North Carolina Office of Minority Health and Health Disparities (NC OMHHD) Minority Diabetes Prevention Program ("MDPP"). This MOA has been written to establish agency roles and responsibilities, describe the resources each partner will contribute, and demonstrate a commitment on the part of both agencies to work together to achieve the goals of MDPP.

The NC OMHHD is establishing and administering, an evidence-based diabetes prevention program targeting African-Americans, Hispanic/Latinos and American Indians throughout the state. The goal of the MDPP is to provide three key components:

1. a prediabetes and diabetes prevention awareness and marketing campaign in minority communities,
2. community screenings for prediabetes and referrals to Diabetes Prevention Program Lifestyle classes and diabetes self-management programs, and
3. offering the Center for Disease Control's (CDC) Lifestyle Classes "*Prevent T2 and Prevenga el T2*" to minority communities across North Carolina.

CHA and the Rowan County Health Department desire to enter into this MOA with respective contributions and obligations for the provision of health services to patients screened as prediabetic and have consented to participate in MDPP. These goals will be achieved through a regional collaborative that demonstrates partnerships between current health access infrastructure, supportive community relationships, and the leveraging of both new and preexisting resources. Therefore, CHA and the Rowan County Health Department hereby agree to the following terms and conditions:

The **Cabarrus Health Alliance** agrees to:

1. Serve as the fiduciary lead agency encouraging other local agencies amongst Region 4 (as defined in the agreement addendum) to join its regional collaborative; schedule meetings, calls, and grant activities to meet program objectives.
2. Employ and train MDPP staff (Regional Coordinators & Lifestyle Coaches) for program implementation; participate in all mandatory NC OMHHD trainings and share information with Regional collaborative.
3. Provide implementation support and technical assistance for lifestyle classes within the partner's county throughout the duration of the project; deliver the program in a way that increases positive lifestyle changes through fidelity to the evidence-based model, and provide all program materials.
4. Create and implement a plan supported by community partners to provide early detection, outreach, screening, follow-up and referral services for MDPP eligible minorities; work with the Rowan County Health Department to develop a screening and referral process; host a screening event in each county of the regional collaborative.
5. Develop and deliver diabetes marketing and awareness campaign for region 4 and ensure existing diabetes programs are part of the marketing campaign and referral process.

-
6. Award up to \$1,000.00 to the Rowan County Health Department for reimbursement of implementation expenditures (e.g., staff time, activities, costs of space, childcare expenses, transportation, etc.). All expenses must be pre-approved by CHA MDPP Regional Coordinators and reported by the 5th of the following month along with supporting documents (receipts, invoices, etc.). Checks will be made out to the Rowan County Health Department, not individual staff persons. If the Rowan County Health Department determines that additional funds are needed to ensure the continuation of quality services, CHA and the Rowan County Health Department will review proposed increase request. CHA maintains the right to determine whether increase will be granted.
 7. Organize and co-host at least one community forum for collaborative partners and community members to attend.
 8. Develop necessary tracking tools and organize data collection activities.
 9. Collect required data from collaborative partners and submit monthly reports to NC OMHDD on-time.
 10. CHA and the Rowan County Health Department will develop agency-specific protocols regarding sensitive data transfer; protect participant data and adhere to HIPAA standards.
 11. Conduct self and partner monitoring activities to continually evaluate the program implementation process.

The Rowan County Health Department agrees to:

1. Support regional collaborative by participating in scheduled planning calls, meetings, and events to meet program objectives.
2. Serve as "point" county contact by providing CHA with information for local agencies that should be represented on the regional collaborative along with data concerning existing diabetes programs/initiatives within county.
3. Identify one or more "key" contacts within agency for MDPP work in addition to health director.
4. Coordinate and supervise activities of its agency and sub-partners within county (e.g. engaging community members, collecting data, scheduling screenings, promoting awareness campaign, hosting "*PreventT2 and/or Prevenga el T2*", etc.).
5. Share ideas and work with regional collaborative to provide strategies for better engaging minority communities for early detection, screening, follow-up, referral, and educational activities.
6. Refer 100% of eligible participants to the pre-diabetes program or an existing diabetes self-management program.
7. Assist CHA with finalizing logistics for lifestyle classes (location, dates, times, etc.) and determining the site's (sites') needs for successful programming.
8. Assist with planning and support the execution of a diabetes marketing and awareness campaign throughout county.
9. Complete and submit weekly screening and referral tracking tool along with other supporting documents by requested dates.
10. Appropriately manage MDPP funds received by CHA. Document expenditures and submit fiscal reports (including copies of receipts) to CHA on a monthly basis by the 5th of the following month to Katie.Dight@cabarrushealth.org. All

expenses must be pre-approved by MDPP Regional Coordinators. If site requests an increase in funding, they will contact CHA and present supporting documentation.

Funding may *not* be used for the following:

- A. Gift cards other than gas cards
- B. Food (unless preapproved by CHA)
- C. Cash incentives

11. Maintain open lines of communication with CHA MDPP staff regarding performance and project related questions and concerns. Consult with CHA (Rolanda Patrick at 704.920.1362 Rolanda.Patrick@cabarrushealth.org and Katie Dight at 704.920.1341 Katie.Dight@cabarrushealth.org) on a regular basis to review project outcomes and discuss challenges, success, and needs/problems.

DURATION OF AGREEMENT

The terms of this agreement will begin in July 2017 through the end of the 2017-2018 fiscal year, June 30, 2018. The parties shall review this MOA on an annual basis and verify that procedures satisfy the CHA, the Rowan County Health Department, and MDPP. The Rowan County Health Department agrees to return any unused program funds to the Cabarrus Health Alliance by May 30, 2018.

AMENDMENTS

This Memorandum of Agreement may be amended at any time by mutual agreement of the parties.

ROWAN COUNTY HEALTH DEPARTMENT
1811 E. Innes Street
Salisbury, NC 28146

Authorized
Signature: _____

Title: _____

Date: _____

Witness: _____

CABARRUS HEALTH ALLIANCE
300 Mooresville Road
Kannapolis, NC 28081

Authorized
Signature: _____

Title: _____

Date: _____

Witness: _____

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

Leslie E. Heidrick
Asst. County Manager/Finance Director
Rowan County

Sue K. Yates
Chief Financial Officer
Cabarrus Health Alliance

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Leslie Heidrick, Finance Director

FROM: Jeff Hall, Library Director

EXPLANATION IN DETAIL: Rowan Public Library has received some additional revenue this year for gifts. This will be used to purchase books and materials for the library.

Prepared by: Pam Nance

Date: 8/30/2017

BUDGET INFORMATION:

[illegible]

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DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: _____	Approved: _____	Budget Revision # <u>02-822</u>	
Disapproved: _____	Disapproved: _____	Date Posted: _____	
Amended: _____	Amended: _____	Group Number: _____	
Date: <u>8-7-12</u>	Date: _____	Posted by: _____	
Signature: _____	_____	Approved by: _____	

Memo

To: Rowan County Board of Commissioners
From: Nina Oliver, Public Health Director
Elizabeth Davis, Quality Improvement Specialist
Date: August 8, 2017
Re: Community Health Centers Grant

In March 2017, the Rowan County Health Department, in partnership with the Rowan-Salisbury School System, applied for a *Community Health Centers Grant* from the NC DHHS Office of Rural Health. We are happy to announce that we have been awarded \$102,848. The focus of the grant is to implement a preventive oral health initiative which includes oral health education, dental screenings, sealants and outreach in the school system for the 2017-2018 school year. The grant funding will also be used to provide treatment to students who would otherwise not be able to afford dental care.

The Smile Centers certified public health dental hygienist will also collaborate with the school nurses by providing education on how to assess dental concerns of RSSS students.

Most of the grant, \$71,580, will be spent on dental care for children without insurance, and we have budgeted \$15,500 for a marketing campaign. Out of this grant, \$11,212 will be used towards salaries and transportation. The remaining \$4,555 will be used to cover supplies, printing, and education materials. The grant funds will be available in September and will need to be spent 10 months.

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Rowan, Rowan County Health Department (the "Contractor") (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) The Line Item Budget
- (f) State Certification

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, [Open Window](http://dhhsopenwindow.nc.gov/index.aspx?pid=doc) (<http://dhhsopenwindow.nc.gov/index.aspx?pid=doc> Reference Documents).

- (a) Travel: Policies Governing Travel Related Expenses for Contractors
- (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
- (c) Subchapter 03M Uniform Administration of State Grants

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period:

This contract shall be effective on 9/1/2017 and shall terminate on 6/30/2018, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Contractor's Duties:

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$102,848. This amount consists of \$102,848 in State funds, \$0 in Local funds, \$0 in Other funds and \$0 in Federal funds.

The total contract amount is \$102,848.

- 6. Conflict of Interest Policy:**
The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.
- 7. Reversion of Unexpended Funds:**
Any unexpended grant funds shall revert to the Division upon termination of this contract.
- 8. Grants:**
The Contractor/Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Contractor/Grantee to comply with the standards set forth in this contract.
- 9. Reporting Requirements:**
The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies are subject to N.C.G.S. § 159-34, annual independent audit, rules and regulations, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and N.C.G.S. § 143C-6-22, use of state funds by non state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements. Regulations and Reporting Requirements of N.C. General Statute 143C-6.23 can be found at ncgrants.gov.
- 10. Payment Provisions:**
Upon execution of this contract, the Contractor shall submit to the Division contract administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the Contractor by June 30. Therefore, the Contractor shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 10 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 10. If this contract is terminated prior to the original end date, the Contractor is required to submit a final reimbursement report and to return any unearned funds to the Division within 30 days of the contract termination date or no later than June 10. All payments are contingent upon fund availability.
- 11. Contract Administrators:**
All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Ginny Ingram Central Management and Support - Office of Rural Health 2009 Mail Service Center Raleigh, NC 27699 Telephone : (919)-527-6440 Fax: ()- Email: ginny.ingram@dhhs.nc.gov	Ginny Ingram Central Management and Support - Office of Rural Health 311 Ashe Avenue Raleigh, NC 27699

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Elizabeth Davis, Quality Improvement Specialist Rowan County Health Department 1811 E. Innes Street Salisbury, NC 28146 Telephone: (704)-216-8807 Fax: ()- Email: elizabeth.davis@rowancountync.gov	Elizabeth Davis, Quality Improvement Specialist Rowan County Health Department 1811 E. Innes Street Salisbury, NC 28146

12. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

13. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

14. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

15. Other Requirements:

Any changes to the budget must be requested in writing by the Contractor, and written approval granted by the Division. Changes that exceed 15% of any budgeted line item will require a formal contract amendment.


16. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signatures follow on next page

In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

County of Rowan, Rowan County Health Department



Signature

Nina Oliver

Printed Name

8-15-17

Date

Health Director

Title

WITNESS



Signature

Charles H. Pickle

Printed Name

8-15-17

Date

Budget Analyst

Title

Central Management and Support - Office of Rural Health, North Carolina Department of Health and Human Services



Signature

Margaret L. Sauer

Printed Name

8-21-17

Date

Director

Title

[illegible]

Grant Category:	EZ Application		Multi-year:	No
Institution/Library:	ROWAN PUBLIC LIBRARY			
Mailing Address:	130 W INNES STREET SALISBURY, NC 28144-4326			
Library Director Name:	JEFF HALL			
Phone:	7042168243	E-mail:	JEFF.HALL@ROWANCOUNTYNC.GOV	
Project Manager Name:	Melissa Oleen			
Phone:	+1 (704) 216-8245	E-mail:	MELISSA.OLEEN@ROWANCOUNTYNC.GOV	
LSTA Amount Requested:				\$44,865.05
Matching Funds Required:				\$4,978.95
Total:				\$49,844.00

Project Abstract:

Rowan Public Library and Catawba College propose to create and coordinate makerspaces at each location so that Catawba students and Rowan Public Library patrons can mutually benefit from each other for educational and enrichment purposes. Encouraging community involvement and learning in the STEM field, this grant will allow children and families to access 3d printing, digital media creation, and the associated equipment and technology with the assistance of library staff and Catawba student teachers. Catawba College students will conduct a series of instructional activities for the local community in the newly designed Rowan Public Library Makerspace. EZ Grants funds will be utilized to set up corresponding technology at both partner libraries to facilitate the exchange of information and maximize the instructive value of the sessions. Students will also volunteer to extend the makerspace hours in the library. Coursework for both undergraduate and graduate students will focus on developing lessons and centers to highlight in the community instructional sessions.

Certification and Signature (please sign in blue ink)

We are aware of and agree to comply with all state and federal provisions and assurances required under this grant program. If awarded grant funds, we assure that we will carry out the grant project according to the approved grant application. This application has been authorized by the appropriate authorities of my institution/library.

JEFF HALL

Printed name of library director

Jeff Hall

Signature of library director

2-24-2017

Date

Aaron Church, County Manager

Printed name of local government or institutional authorizing official

[Signature]

Signature of above official

2-24-17

Date

Program	2017_EZ_GRANT	Program Description	LSTA EZ Grants
Institution/Library Name	ROWAN PUBLIC LIBRARY	Applicant Address	130 W INNES STREET SALISBURY, NC 28144-4326
Fed Tax ID	56-6000336	DUNS	
US Congressional District	12	County	ROWAN
Library Director Name	JEFF HALL	Library Director Email	JEFF.HALL@ROWANCOUNTYNC.GOV
Library Director Phone	7042168243		
Project Manager Name	Melissa Oleen	Project Manager Email	MELISSA.OLEEN@ROWANCOUNTYNC.GOV
Project Manager Phone	+1 (704) 216-8245		
Keyword	Maker Space	Project Title	RPL/CATAWBA COLLEGE MAKERSPACE COLLABORATION
Application Type	<input checked="" type="radio"/> EZ Grant <input type="radio"/> Project Grant <input type="radio"/> Special Project Grant		

Abstract	<p>Rowan Public Library and Catawba College propose to create and coordinate makerspaces at each location so that Catawba students and Rowan Public Library patrons can mutually benefit from each other for educational and enrichment purposes. Encouraging community involvement and learning in the STEM field, this grant will allow children and families to access 3d printing, digital media creation, and the associated equipment and technology with the assistance of library staff and Catawba student teachers. Catawba College students will conduct a series of instructional activities for the local community in the newly designed Rowan Public Library Makerspace. EZ Grants funds will be utilized to set up corresponding technology at both partner libraries to facilitate the exchange of information and maximize the instructive value of the sessions. Students will also volunteer to extend the makerspace hours in the library. Coursework for both undergraduate and graduate students will focus on developing lessons and centers to highlight in the community instructional sessions.</p>
LSTA 5-Year Plan Goal	<p>Select ONE goal from North Carolina's LSTA Five-Year Plan that this project supports</p> <p>Partnerships and Collaboration</p>
Library User	<p>Who are the current or future library users this project will benefit?</p> <p>The Makerspace movement in public libraries has opened up the possibility for citizens to access and use cutting-edge technology for education and personal enrichment. At this time, access to the 3D printer at Rowan Public Library is by appointment only. This project will benefit Rowan Public Library patrons, specifically families with children from a variety of educational settings: public, private, and homeschooled children, and will enable the creation of a makerspace capable of providing patrons with regular access to the tools for digital media creation, consistent access to the 3D printer, hands-on technology learning, and collaborative instruction in the STEM fields. This grant will also provide corresponding equipment for both the Library and Catawba College, enabling the educators in the Catawba program to practice the teaching methods learned in class in the real world while sharing their knowledge and enthusiasm with public library patrons in a cooperative environment.</p>
Library Users Needs	<p>State the need and describe how the need was determined.</p> <p>A needs survey demonstrates that Catawba College students do not utilize the local community library and struggle to find opportunities to demonstrate working with families beyond the traditional intern/student teaching experience as required by teacher education accreditation entities. Students also have limited access to databases and resources that are available in the local educational system and at the public library as the current CMC budget does not allow for access to these resources. Local homeschool, private school students, and families may have limited access to library resources and makerspaces. Public school children enrolled in Rowan-Salisbury Schools are provided devices such as iPads and Macbooks that could be used in conjunction with public library resources. The current makerspace at the Rowan Public Library is limited to one 3D printer that is only available by appointment. We would like to increase the use of the public library's makerspace and engage Catawba College undergraduate and graduate education students in working with families in the community from a variety of settings. We would also like Catawba College education students to become more engaged and active in the public library.</p>
Intended Outcome	<p>Civic Engagement</p> <p>Improve users ability to participate in their community</p>

Project Description	<p>a. To engage Catawba College students in using the resources available at the public library, we will work with the education professors at Catawba College to build makerspace activities into the course curriculum so students are required to participate in open houses and makerspace instruction sessions where the students will lead instruction and engage children and their families in using the RPL makerspace. Catawba College students will participate in 3 sessions per semester in the Rowan Public Library makerspace. They will also be encouraged to volunteer to work in the makerspace in the evenings when the Rowan Public Library is open to allow additional access to the makerspace area. b. This project was selected because the local school system has an abundance of technology that parents may not know how to use. Private school, charter school, and homeschool students often struggle to have access to the technology that is readily available in Rowan-Salisbury Schools, a 1:1 technology district. By providing a makerspace area in the Rowan Public Library and engaging the Catawba College education students in leading instructional sessions with the equipment, all parties benefit and see value in the space. Catawba College students are given the opportunity to access resources that are not available to them on campus and have the ability to work with children and families from a wide variety of educational environments. The Catawba College students also enhance their own technology skills as they experience leading instruction beyond the traditional K-12 school environment to enable them to become classroom and community leaders in the very near future. c. Project Partners are Catawba College and Rowan Public Library. Catawba College will provide access to makerspace materials and training to education students to prepare them to volunteer and instruct in the Rowan Public Library makerspace. Catawba College students will apply for public library cards, volunteer in the space, and lead 3 makerspace instruction sessions each semester of the project. Education professors at Catawba, as well as the Education Librarian, will provide instruction and training to the Catawba College students so they are prepared to demonstrate and lead makerspace sessions. Rowan Public Library will provide library cards, grant access to resources, and promote the event to community patrons to encourage attendance at each event. Rowan Public Library will be the lead institution in this project and ensure that the Catawba College Curriculum Materials Center has similar equipment for students to access and use in preparation for each instruction session. d. Library staff (Catawba College Education Librarian, Rowan Public Library Young Adult Librarian, and Rowan Public Adult Librarian) will attend a technology conferences (e.g., ISTE), go on site visits to other makerspaces (NC State Makerspace), and collaborate with one another to get training and preparation to support this endeavor. e. Catawba College education students will be made aware of the project in their methods courses syllabi, which all education students are required to take before they student teach. Rowan Public Library will promote each event using the local media, local homeschool groups, and traditional and nontraditional public relations venues, such as posters and social media posts. f. The library will be able to sustain the engagement of the education students and community by continuing to work with professors and students to offer the makerspace demonstration and instruction sessions. Equipment will be maintained and upgraded through the technology budget of each respective institution.</p>
Evaluation	<p>a Before and after data is important to accurately measure and report effectiveness. How will you document the "outputs", or countable products, of the grant (the number of workshops taught, the number of objects scanned, or the number of website views)?</p> <p>Rowan Public Library will provide an attendance count on the use of the makerspace, and track the number of classes and workshops to determine effectiveness.</p> <p>b How will you illustrate whether the project reached or moved toward the intended outcomes? How will you document the changes brought about, in part, as a result of the project in the target audience's behavior, attitudes, skills, knowledge, status or life condition?</p> <p>Surveys of patrons who utilize the makerspace will provide information on outcomes and audience behavior and attitudes. Surveys will inquire regarding topics, such as satisfaction, future programming, recommendations for successful instruction techniques, and suggestions for future technology to add to the makerspace.</p>

Project Timeline			
Activity	Responsible Entity	Expected Start Date	Expected End Date
A. Hardison, H. Loman, A. Bosch	ISTE Conference: San Antonio, TX	06/20/2017	06/28/2017
A. Hardison	Planning and Equipment purchases	07/01/2017	07/31/2017
A. Hardison, H. Loman, A. Bosch	Makerspace Installation and Catawba College Survey	08/01/2017	08/31/2017
A. Hardison, H. Loman	Makerspace open house, patron survey	09/01/2017	09/30/2017
A. Bosch, A. Hardison	Expand Makerspace hours, begin Catawba instruction sessions	09/01/2017	10/31/2017
A. Hardison, H. Loman, A. Bosch	Review survey data and patron feedback, adjust if necessary for Spring sessions	12/01/2017	12/31/2017
A. Bosch	Training session for Catawba students	01/01/2018	01/01/2018
A. Bosch, A. Hardison	Makerspace Instruction Sessions, continue patron feedback surveys	01/01/2018	04/28/2018

A. Bosch, H. Loman, A. Hardison	Review survey data, compile final report	05/01/2018	05/31/2018
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Matching Funds	10%
Matching Funds and/or Local Commitment	Identify the source(s) of matching funds such as Friends group, foundation, local business, library budget, etc.
	Library Budget

L001 - Salaries/Wages/Benefits				
Budget Items	Quantity	Per Item Cost	Local Match	LSTA Funds
Sub Total				

L002 - Consultant Fees				
Budget Items	Quantity	Per Item Cost	Local Match	LSTA Funds
Sub Total				

L003 - Travel, library staff only				
Budget Items	Quantity	Per Item Cost	Local Match	LSTA Funds
ISTE Conference AIRFARE-RPL staff	2	500	100	900
ISTE Conference Airfare-Catawba	1	400	40	360
ISTE Conference registration/meals RPL staff	2	400	80	720
ISTE Conference registration/meals Catawba	1	700	70	630
ISTE Conference lodging-RPL	2	700	140	1,260
ISTE Conference lodging-Catawba	1	625	62.5	562.5
Sub Total		3,325	492.5	4,432.5

L004 - Supplies/Materials				
Budget Items	Quantity	Per Item Cost	Local Match	LSTA Funds
RPL 3D CUSTOM PRINTER CASE	1	550	55	495
RPL CRICUT MACHINE	1	400	40	360
RPL STAINLESS WORKBENCHES	2	150	30	270
RPL IPADS	5	600	300	2,700
RPL LAPTOPS	8	1,600	1,280	11,520
RPL ISENSE 3D SCANNER	1	500	50	450
RPL GOOGLE VR UNIT	1	275	27.5	247.5
RPL 3D PRINT PEN	5	150	75	675
RPL LITTLE BITS KIT	1	2,000	200	1,800
RPL 3D FILAMENT	14	25	35	315
RPL MAKEY MAKEY	2	50	10	90

RPL ARDUINO	1	100	10	90
RPL RASPBERRY PI	2	50	12	88
RPL GO PRO CAMERA	3	150	45	405
RPL GREEN SCREEN KIT	1	120	12	108
CATAWBA IPADS	600	17	1,020	9,180
CATAWBA MACBOOKS	10	1,000	1,000	9,000
CATAWBA ISENSE 3D SCANNER	1	500	50	450
CATAWBA GOOGLE VR UNIT	1	275	27.5	247.5
CATAWBA PRINT PEN	1	150	7.5	142.5
CATAWBA LITTLE BITS KIT	1	1,999	199.95	1,799.05
Sub Total		10,661	4,486.45	40,432.55

L005 - Equipment that exceeds \$5,000 per

Budget Items	Quantity	Per Item Cost	Local Match	LSTA Funds
Sub Total				

L006 - Services

Budget Items	Quantity	Per Item Cost	Local Match	LSTA Funds
Sub Total				

Budget Summary

	Budget Category – see descriptions above	Local Match	LSTA Funds
A	L001 - Salaries/Wages/Benefits		
B	L002 - Consultant Fees		
C	L003 - Travel, library staff only	492.5	4,432.5
D	L004 - Supplies/Materials	4,486.45	40,432.55
E	L005 - Equipment that exceeds \$5,000 per		
F	L006 - Services		
D	Sub Total	4,978.95	44,865.05

<input checked="" type="checkbox"/>	The library chooses not to include Indirect Costs	
<input type="checkbox"/>	The library chooses a rate not to exceed 10% of modified total Direct Costs and declares it is eligible for the 10% rate	
<input type="checkbox"/>	The library has a rate of % that has been negotiated with a federal agency	
	Total LSTA Funds Requested (for this year)	44,865.05

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2017 for Health Department Grants. Reserves represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 8/30/2017

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated FB - Restricted	R	1145228-495010	7,114	
Salisbury Comm Foundation-Advertising	E	1155228-554000-52410	4,875	
Salisbury Comm Foundation-Printing	E	1155228-555000-52410	2,162	
Salisbury Comm Foundation-Office Supplies	E	1155228-561005-52410	46	
Salisbury Comm Foundation-Medical Supplies	E	1155228-561045-52410	31	
Appropriated FB - Restricted	R	1145240-495010	2,701	
Minority Diabetes Grant Expenditures	E	1155240-585000-52427	2,701	
Appropriated FB - Restricted	R	1145228-495010	885	
Delta Dental-Client Care Expenditures	E	1155228-561044-52411	885	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>✓</u>	Approved: _____	Budget Revision # _____
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>9/01/17</u>	Date: _____	Posted by: _____
Signature: <u>P. Heidrich</u>	Signature: _____	Approved by: _____

DEPARTMENTAL REQUEST FOR BUDGET ACTION

To recognize reserved funds from FY 2017 for the Library. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Date: 9/11/2017

Reviewed:_____

[illegible]

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To appropriate fund balance and expenditures for fiscal year 2017
General Fund encumbrances

BUDGET INFORMATION:

[illegible]