



ROWAN COUNTY COMMISSION AGENDA
February 5, 2018 - 3:00 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: January 16, 2018

1 Consider Approval of Consent Agenda

- A. Request To Apply For Grant For G.R.E.A.T. Summer Camp
- B. Resolution Revoking Appointed Review Officer
- C. Task Order 2017/18-01 General Services HDR
- D. Schedule Public Hearing For February 19, 2018: Z 01-18 Cashe Properties, LLC
- E. Margaret C Woodson Grant for Health Department Smile Center
- F. Robertson Foundation Grant Application Request
- G. Donation of Surplus Equipment to Cleveland Police Department
- H. Martin Starnes - Amendment to FY 2017 Audit Contract
- I. Talbert, Bright & Ellington - WA #3708-1701
- J. Contract Approval - Weathergard, Inc.
- K. Request To Apply For The Margaret C. Woodson Foundation Grant

- L. Carolina Thread Trail Corridor Realignment
 - M. Assignment of Hangar Lease - Steve Blanchard to Jones Marine, Inc
 - N. Assignment of Hangar Lease - KMD Holdings To Tino Tile & Marble
- 2 Public Comment Period
 - 3 Public Hearing: Project Wheel
 - 4 Public Hearing To Consider Text Amendments To Chapter 5 (Animals) Of The Rowan County Code of Ordinances
 - 5 Consider Partnership with City of Salisbury and TDA In Support of a WWI and WW II Memorial
 - 6 Consider Approval of New Rowan County Roadside Litter Program
 - 7 Rescheduling of Planning Worksession
 - 8 Budget Amendments
 - 9 Consider Approval of Board Appointments
 - 10 Adjournment

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: January 29, 2018
SUBJECT: Consider Approval of the Minutes: January 16, 2018

ATTACHMENTS:

Description

January 16, 2018 Minutes

Upload Date

1/25/2018

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

January 16, 2018 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

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

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

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

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds requested the following changes to the agenda:

- Move agenda item #6 to agenda item #2a in the order of discussion. Chairman Edds stated due to the impending weather conditions, Major Darryl Scoggins was needed back at the Airport as soon as possible.
- Add a Proclamation as agenda item #2b to recognize the Rowan County Health Department's 100 year anniversary.
- Add a request from the Economic Development Commission to consider a land purchase to the Consent Agenda as item K
- Letter from Economic Development Commission for Project Pure as item L to the Consent Agenda
- Chairman Edds said he would like to add a Subordination Agreement from County Attorney Jay Dees for Easter Creek to the Consent Agenda. At the request of Commissioner Pierce, Chairman Edds placed the Subordination Agreement on the agenda as item #7a.

Equal Opportunity Employer



recycled paper

- Add a Closed Session as agenda item #7b regarding an update on the ACLU prayer lawsuit.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the January 2, 2018 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Community Services Block Grant Application FY 18-19
- B. Request to Set Public Hearing For February 5, 2018 to Consider Text Amendments To Animal Services Ordinance
- C. One Church One Child Grant Submission Request
- D. Tax Refunds For Approval
- E. HazMat Trailer to Kannapolis HazMat Team
- F. Declaration of Official Intent to Reimburse Expenditures

I, Leslie E. Heidrick, Assistant County Manager/Finance Director of Rowan County, North Carolina (the "County"), having been designated by the Board of Commissioners of the County for such purposes, and on behalf of the County, DO HEREBY DECLARE as follows:

This declaration (the "Declaration") of official intent is made pursuant to Treasury Regulations Section 1.150-2, or any successor or substitute Regulations which may be promulgated hereafter, and is intended to expressly declare the County's intention to reimburse itself for certain expenditures heretofore paid or to be paid by the County, such reimbursement to be made with the proceeds of debt to be incurred by the County.

The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with the purchase of twenty-two (22) vehicles for various County departments (the "Project").

The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the Project will not exceed \$1,000,000.

All Original Expenditures to be reimbursed by the County, except to the extent permitted by applicable Treasury Regulations, were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands

that such reimbursements must occur not later than 18 months after the latter of (i) the date the Original Expenditure was paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the Original Expenditure was paid.

- G. East Spencer Water Easement – Hanford Dole
- H. Wellness Incentive Change
- I. Airport Terminal Expansion Change Orders #001 and #002
- J. Authorization For Emergency Services To Apply For Two (2) LEPC Grants
- K. Request from the Economic Development Commission to consider a land purchase (addition)
- L. Letter from Economic Development Commission for Project Pure (addition)

2. PUBLIC COMMENT PERIOD

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

- Mike Julian spoke regarding the West End Plaza and said the Board should move forward with the initial plan to move county services to the facility.

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

2a. CONSIDER REQUEST FROM NORTH CAROLINA NATIONAL GUARD FOR NEW HANGAR

(Note: This issue was listed on the agenda as item #6 and was moved in the order of discussion).

Major Darrell Scoggins said the North Carolina National Guard (Guard) was requesting approval for a lease agreement at the Mid-Carolina Regional Airport (Airport). Major Scoggins provided a power point as he discussed the request.

Major Coggins said the Army Aviation Support Facility had been located at the Airport since 1977. Major Scoggins said the Guard started with one (1) hangar and the space was no longer sufficient to accommodate the Guard's needs.

Using the power point, Major Scoggins displayed two (2) areas that had been identified for training and construction of a new hangar. Major Scoggins said the proposed locations fit into the Airport's long-term plan.

Major Scoggins said the Guard had invested a lot of money into the Armory and did not plan to go anywhere. Major Scoggins discussed the number of aircraft housed at the current site, as well as the number of employees at the facility. He

also highlighted the importance of the working relationships between the Guard and other emergency management agencies

Major Scoggins showed a conceptual layout as he discussed the request and that the first step was to obtain a lease for the land.

Airport Director Kevin Davis said there were no plans for the north area being discussed and he described an approval of the request as a win-win for the County. Mr. Davis said it was impressive to see what the Guard does and he felt anything the County could do to assist would be valued.

Major Scoggins extended an invitation for the Commissioners to visit the flight facility for a tour.

Commissioner Pierce moved to entertain the request from the North Carolina National Guard. The motion was seconded by Commissioner Klusman.

Commissioner Pierce expressed appreciation for the fire service "on station" at the Airport by the Guard. Commissioner Pierce said it was comforting to have the Guard nearby.

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

ADDITION

2b. PROCLAMATION TO RECOGNIZE THE 100 YEAR ANNIVERSARY OF THE ROWAN COUNTY DEPARTMENT OF PUBLIC HEALTH

Commissioner Klusman read a Proclamation Recognizing the 100 year anniversary of the Rowan County Department of Public Health. The Board of Commissioners then joined Commissioner Judy Klusman in front of the dais as she called Health Department Director Nina Oliver and Board of Health Chair Patti Yost forward to receive a copy of the Proclamation.

The Proclamation read as follows:

WHEREAS, the Department of Public Health was organized 100 years ago in the County of Rowan; and

WHEREAS, since 1918, the Rowan County Department of Public Health has provided vital public health services to a rapidly growing and changing population; and

WHEREAS, communicable diseases such as Smallpox, Influenza, Tuberculosis, Diphtheria, Whooping Cough, Typhoid Fever and Measles were the leading causes of death one century ago; and

WHEREAS, ordinances and regulations contributed to improvements in food handling, clean water and sanitation; and

WHEREAS, the dramatic increase in life expectancy is widely credited to public health achievements; and

WHEREAS, current public health practices has expanded from a focus on sanitation and controlling the spread of infectious diseases and now includes preventing the onset of chronic diseases in the Rowan County community such as heart disease, diabetes, stroke, and cancer; and

WHEREAS, over the last several decades, the Rowan County Department of Public Health has implemented several methods and programs to help control disease and improve health and wellness including but not limited to vaccination clinics, family planning services, isolation and quarantining, oral healthcare services, restaurant inspections, prenatal services, well and sick care for adults and children regardless of their ability to pay, well inspections, support and resources for low income families, and many other programs.

WHEREAS, a dedicated public health workforce has served the residents of Rowan County with care, compassion, and dedication for the past 100 years.

NOW, THEREFORE, BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby recognize January 1, 2018 as the 100-year anniversary of the Rowan County Department of Public Health.

BE IT FURTHER PROCLAIMED that the Rowan County Board of Commissioners encourages all residents to take time this month to honor the contributions of the Rowan County Department of Public Health and its employees in preventing diseases and maintaining and improving the health and well-being of the residents in the Rowan County community.

The presentation was followed by a round of applause.

Ms. Oliver said she found it interesting that the Health Department began 100 years ago at the peak of the worst flu ever seen. Ms. Oliver continued by highlighting the changes within the Health Department over the years. The changes included going from a 2-room building with three (3) staff to seventy-four (74) staff. Ms. Oliver said in the 1930's camps were held to help children gain weight due to the poverty level and today the Health Department was now trying to help children lose weight. Ms. Oliver expressed appreciation to Ms. Yost for serving as Chair of the Board of Health and also to Commissioner Klusman for her support and for being an active member of the Board of Health.

Another round of applause followed Ms. Oliver's comments.

3. PUBLIC HEARING FOR ZTA 01-17 AND STA 01-17

Assistant Planning Director Shane Stewart presented the proposed text amendments, explaining that approximately two (2) months ago the Board instructed staff to work with the Planning Board to incorporate a change to the Zoning Ordinance.

Mr. Stewart reported that while meeting, the Planning Board also incorporated proposed revisions to the Subdivision Ordinance. The revisions pertained to legislative changes regarding the types of plats the Register of Deeds Office (ROD) could accept. Mr. Stewart said due to a combination of changes to the North Carolina General Statutes, along with the current equipment capabilities in the ROD, staff proposed the acceptance of paper copy plats (black lines on white paper) and electronic plats. The amendment would provide surveyors multiple options for recording plats and reduce costs associated with printing and

logistics. Mr. Stewart said John Brindle, the ROD, was more than ready to accept the electronic plats.

Mr. Stewart reported the Statement of Consistency was needed only for the minor zoning amendment and not for the Subdivision Ordinance change.

Mr. Stewart said the Board of Commissioners must develop a statement of consistency describing whether its action was consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest [sec. 21-362 (j)]. Specifically, the statement was required for amendments to the zoning ordinance and not the subdivision ordinance portion of this text amendment.

The Planning Board met on December 11, 2017 and voted unanimously to approve the request as presented subject to the following statement of consistency: "ZTA-01-17 is consistent with the desire to increase the uses in the Neighborhood Business district laid out in the Land Use Plans."

Commissioner Pierce asked if the Planning Board had any plans to add other items to the Neighborhood Business section of the ordinance. Mr. Stewart responded yes and said staff was working on the items.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed text amendments. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds moved approval of the Statement of Consistency as follows: ZTA-01-17 is consistent with the desire to increase the uses in the Neighborhood Business district laid out in the Land Use Plans." The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved to approve ZTA 01-17. The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve STA 01-17. The motion carried unanimously.

The text amendments were approved as follows:

AMENDMENTS TO CHAPTER 21: ZONING ORDINANCE

| P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements C- Conditional Use | | Zoning Districts | | | | | | | | |
|--|--|------------------|----|--------|-----|---------|----------------|----|------|-----|
| | | Residential | | | | | Nonresidential | | | |
| Use | | RA | RR | R S | MHP | MF R | CB I | NB | INST | IND |
| Manufacturing | | | | | | | | | | |
| 36 | Electronic and other electrical equipment and components, except computer equipment, <i>all except</i> | SR | | | | | P | SR | | P |
| 3612 | Power distribution and specialty transformers | | | | | | | | | C |

AMENDMENTS TO CHAPTER 22: SUBDIVISION ORDINANCE

Section 22-57. Final Subdivision Requirements.

- (a) *Requirements for Final Plat.* The final plat shall be prepared by a professional land surveyor currently licensed and registered in the State of North Carolina by the North Carolina State Board of Registration for Professional Engineers and Land Surveyors. The final plat shall conform to the provisions for plat, subdivisions, and mapping requirements set forth in G.S. 47-30 and the "Standard of Practice for Land Surveying in North Carolina," where applicable, and the requirement of the Rowan County Register of Deeds.

~~Two (2) completed copies of the~~ The final plat shall be submitted for minor or family subdivisions or six (6) copies for major subdivisions to the Subdivision Administrator and one (1) copy on either reproducible material suitable for recordation at the Register of Deeds office or as an electronic document in accordance with G.S. 47-30. ~~Said copies~~ A final plat application shall be considered complete if ~~they~~ it ~~contain~~ contains all of the information as required by ~~section~~ sections 22-57 and 22-59 of this ordinance and is accompanied by a nonrefundable filing fee according to the fee schedule approved by the Board of Commissioners. ~~Material and drawing medium for the original shall be in accordance with the "Standards of Practice for Land Surveying in North Carolina" where applicable, and the requirements of the Rowan County Register of Deeds.~~

The final plat shall be 18" x 24", 21" x 30", or 24" x 36" in size and shall be at a scale of not less than one (1) inch equals one hundred (100) feet, unless each lot in the proposed subdivision is more than three (3) acres. In such case, the scale shall not be less than one (1) inch equals two hundred (200) feet. ~~Map~~ The plat may be placed on more than one (1) sheet with appropriate match lines.

~~Submission of the final plat shall be accompanied by a nonrefundable filing fee according to the fee schedule approved by the Board of Commissioners. The fee and the required number of final plats must be submitted to the Subdivision Administrator.~~

(d) *Major Subdivision; Final Plat Submission and Approval.*

Upon receipt of a final plat application, the Subdivision Administrator shall schedule a Committee meeting within fourteen (14) days. Failure to submit all items required by this subsection shall constitute an incomplete application and no review or approval by the Committee shall be issued. Review and approval for all major subdivision final plats shall be as described for preliminary plats in section 22-56(b).

Final plat applications shall be submitted to the Subdivision Administrator and contain:

1. ~~Six (6) copies of the final~~ A final plat meeting standards outlined in section 22-57(a) and the information contained in section 22-61(b) and either one (1) paper or electronic copy;

(e) *Minor and Family Subdivision Final Plat Submission and Approval.*

The subdivider shall submit the final plat application for the proposed minor or family subdivision containing:

1. ~~Two (2) copies of the final~~ A final plat meeting standards outlined in section 22-57(a) and the information contained in section 22-61(b) and either one (1) paper or electronic copy;

4. PUBLIC HEARING FOR Z 09-17 (CONTINUATION FROM NOVEMBER 20, 2017 HEARING)

Assistant Planning Director Shane Stewart said the Board had tabled Z 09-17 to provide staff time to develop a text amendment to the Zoning Ordinance that would permit SIC 3631 uses in the Neighborhood Business (NB) district.

Mr. Stewart explained the public notice for the request had to maintain intentions for a CBI-CD designation since the requested use was not an option at the time of the notice but did indicate significant changes to the application, including the zoning district, may occur as a result of comments or information received during the hearing.

Mr. Stewart briefly reviewed the request.

According to Mr. Stewart and based on the text amendment approved by the Commissioners earlier during the current meeting, the property can now be considered Neighborhood Business (NB).

The Planning Board recommended unanimous approval of the request when the application was submitted for the CBI-CUD as no other option was available to them.

If approved, Staff recommended the following conditions found on page 5 of the Staff Report:

1. Continue the evergreen screen along the south side of the parking area to screen site from Goodman Lake Road.
2. Any outdoor storage of product or materials must be located behind the building and screened by type A buffer.

Chairman Edds opened the public hearing to receive public comment regarding Z-09-17. With no one wishing to address the Board Chairman Edds closed the public hearing.

Commissioner Pierce moved approval of the Statement of Consistency as follows: Z-09-17 is consistent with the Eastern Area Land Use Plan Area 2 based on the rezoning request being confined to a very specific use recognizing the area surrounding this property. The request meets the intent of the Neighborhood Business District fits the application, but still recognizes that this is a neighborhood business and is consistent with uses in the common area. [Staff comment: This statement refers to the plan encouraging an expansion of uses allowed in the NB district]. The motion was seconded by Commissioner Greene and passed unanimously.

Commissioner Pierce moved approval of the Statement of Reasonableness as follows: Z-09-17 is reasonable with the Eastern Area Land Use Plan due to the property being located on a minor thoroughfare. Although the district is Commercial Business Industrial with a Conditional District, it lends itself in character to the Neighborhood Business district which is suitable for the area. The motion was seconded by Commissioner Greene and carried unanimously.

Commissioner Pierce moved approval of Z 09-17 followed by a second from Commissioner Caskey.

Commissioner Caskey apologized to Mr. Cauble with the delay in the process and expressed appreciation for Mr. Cauble working with the County.

Commissioner Pierce also expressed appreciation for Mr. Cauble's patience and said he hoped Mr. Cauble understood when the Board made exceptions, it must do so countywide.

Mr. Stewart asked for confirmation as to whether the motion included the conditions recommended by Staff (listed above). Commissioner Pierce said he would amend the motion to include the conditions. Commissioner Caskey was agreeable to the amended motion, which passed unanimously.

5. PUBLIC HEARING & EXECUTIVE SUMMARY PRESENTATION FOR "PROJECT WHEEL"

Scott Shelton, Vice President of Operations for the Economic Development Commission, reported the Company behind Project Wheel was an existing employer in Rowan County. The parent company was considering a consolidation of some of its facilities that could result in the relocation of 94 jobs from one of their Midwestern locations to Rowan County. The average salary for the new jobs would be \$33,334 with benefits. In order to handle the increase in total employment and workload, the Company would lease a new 100,000 square foot build-to-suit facility. The Company estimates the total capital

investment for the project would approach \$11 million dollars and provide approximately \$728,750 in increased tax revenue over a ten-year period.

Mr. Shelton said the Company currently employs over 25 people at their Rowan County facility. If Rowan was chosen for the project, the jobs would remain; however, the Company would likely move the 25+ existing jobs to the chosen location if Rowan was not selected.

In order to increase Rowan County's competitiveness toward securing the project, the Rowan EDC proposed the County utilize its Economic Development Funds to provide an additional \$100,000 grant to the Company. The funds could only be used towards trade specific equipment or fixtures or for tenant upfits. The grant would be structured as a loan, which would be forgiven if the Company maintained current employment levels and created 94 new jobs. The Company would be required to repay the loan on a percentage basis if all jobs were not maintained for at least five (5) years after the loan closing.

Mr. Shelton reported there had been uncertainty as to the State's funding for the project; however, he received word on Friday, the State would provide support. Mr. Shelton felt the Company would consider Rowan County a little stronger if the County provided the additional funding.

Since there was also a site being considered in the Town of Granite Quarry (Town) for the Project, Mr. Shelton said the Town would be holding a public hearing on February 5, 2018 to consider incentives, as well.

Mr. Shelton said the grant would be structured as a loan and the proposed loan agreement was drafted with the help of County Attorney Jay Dees.

In response to an inquiry from Commissioner Caskey, Mr. Shelton and Mr. Dees clarified how the payments would be made and/or discounted.

Chairman Edds said there had been a disconnect with the State regarding the proposed project. Chairman Edds continued by expressing appreciation for Representatives Harry Warren and Carl Ford and their involvement with the Department of Commerce and the Speaker of the House to obtain State support. Chairman Edds said the Representatives deserved a tremendous amount of credit.

Chairman Edds opened the public hearing to receive citizen input regarding Project Wheel. With no one coming forward to address the Board, Chairman Edds closed the public hearing.

Commissioner Greene moved to proceed with Project Wheel. The motion was seconded by Commissioner Pierce and passed unanimously.

6. CONSIDER REQUEST FROM NORTH CAROLINA NATIONAL GUARD FOR NEW HANGAR

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

7. CONSIDER AUTHORIZATION OF ROWAN COUNTY SEWER UTILITY CASINGS

Doug Chapman with McGill Associates (McGill) provided a handout and also a power point as he discussed the pricing for the casings from the contractor, Lane Construction, to the North Carolina Department of Transportation (NCDOT). The engineer was recommending that 3 of the 5 casings be constructed at this time for a total cost of \$891,768.75. The remaining casings could be constructed when the lines were actually built.

Mr. Chapman highlighted the next steps as follows:

- Install Critical Utility Casings
- Design-Preliminary And Final
- Interlocal Agreement Negotiations
- Establish Utility With NCDEQ
- Property And Easement Acquisitions
- Permitting of Infrastructure
- Bidding
- Construction

In response to Chairman Edds, Mr. Chapman said McGill had talked to Salisbury Rowan Utilities (SRU) but had not met with the Town of China Grove (Town). Chairman Edds felt meeting with the Town should be bullet-point #2 (above). Mr. Chapman said there were a number of small steps that needed to be part of the process and once some of the first issues were settled, McGill could proceed with the final design, permitting and getting everything ready to go to bid.

Chairman Edds stated by agreeing to put the casings in, the County was essentially agreeing to move ahead with the rest of the project. Chairman Edds asked Mr. Chapman if he would work with the County Manager in beginning with the next bullet points.

Chairman Edds asked the County Manager if the interlocal agreements, etc. would come back to the Board. Mr. Church said the project under contract was for just the south water line utility casings. Mr. Church said if agreed upon, the County would work with the Department of Transportation (DOT) to get the agreement executed. Mr. Church said the County would then need to enter into an additional contract with McGill to move forward.

Commissioner Pierce said he had received information that Lane Construction was considering accelerating their start on the ramps by approximately six (6) months and he questioned where that put the County with casings 4 and 5. Mr. Chapman discussed the casing prices and said he did not know that he would

move forward with the other casings - unless the County felt it would help critically timewise versus just the cost.

Mr. Chapman explained to Commissioner Pierce that the DOT had asked McGill to extend casings 4 and 5 outside of the controlled access right of way (ROW). Mr. Chapman also explained why casing 3 was more important than casings 4 and 5.

Commissioner Pierce questioned whether the County should incorporate casings 4 and 5 in the bids. Mr. Chapman said given all that had to be done, the County had time to go out to bid for casings 4 and 5.

A lengthy discussion ensued. Mr. Church explained there would be approximately \$1.8 million of unused funds in economic development by June 30, 2018. Mr. Church said the funds were restricted for economic development and undesignated.

Commissioner Greene pointed out the County could not spend nor borrow money until it had customers.

Mr. Church said the County had met with different landowners, held public meetings, etc. Mr. Church said as a result there was a Land Use Plan (LUP) as to what was desired for the area. Mr. Church continued by saying in order to finance a project of this size and with the cost of operating the system, the County would need a large user, such as an industry, with a large tax base. Mr. Church said the County could also look at tax increment financing with the landowners. Mr. Church said folks were hooking on to the water line on the north end but citizens knew sewer would not be installed until an industry located there. Mr. Church pointed out Duke Energy was paying for the bulk of the cost on the north end for the 150 customers already existing there. Mr. Church said the Enterprise Fund had to balance.

Commissioner Pierce said he and the Chairman attended a meeting over a year ago with a developer who laid out in great detail what she planned for the south area. Commissioner Pierce said the developer was ready for a large commercial development; however the developer would not pursue the project until the County made an investment. Commissioner Pierce felt the tax increase was worth the development.

Mr. Church said the Local Government Commission (LGC) would ask tough questions and want to see a plan that the Enterprise Fund would cover the expenses. Mr. Church said without such a plan, it would be difficult to get funding and the County would enter the project knowing there would be an adverse affect to its bond rating, etc. Mr. Church said the best plan was to have one (1) large industry and the County could apply for State funding and grant funds to help pay the costs.

Mr. Church said the infrastructure investment would always be an asset and no one could use the casings without the County's approval. Mr. Church said approval showed developers the County was serious about economic development and would set parameters for the County as to what happened in that particular area.

Commissioner Klusman made a motion to move forward with authorizations for sewer utility casings.

Commissioner Pierce moved the motion be amended to state utility casings 1 through 3. Commissioner Klusman was in agreement with the amendment, which was then seconded by Commissioner Caskey.

County Attorney Jay Dees asked if the motion included authority for the execution of documents. Commissioner Pierce responded by amending the motion to include authorization for the Chairman of the Board to execute an agreement with the NCDOT to construct the 3 casings. The amended motion was seconded by Commissioner Klusman and carried unanimously.

ADDITION

7a. SUBORDINATION AGREEMENT FOR EASTER CREEK

County Attorney Jay Dees said he had received an email request from Desmond Sheridan, Attorney for EC Rowan, LLC (EC), who was currently developing spec buildings on Chamandy Drive. Mr. Dees said EC evidently was going to undertake some construction financing and therefore requesting the County consider subordinating its current seller financing debt to the new construction financing from Pinnacle Bank. Mr. Dees said the request was fairly common when there was financing on the "dirt" and you get a construction loan to construct the buildings. The larger construction loan would be the primary loan and the seller financing would be subordinated as second lien.

Commissioner Pierce said he could not support the request without seeing further documentation. Commissioner Pierce said if he could see an appraisal and what the value of the loan would be, he could support the request. Commissioner Pierce stated the building was supposed to have been completed by January 1, 2018 and he felt EC was not holding up its end of the agreement.

Chairman Edds said the request was to confirm that recent appraisals support equity in excess of the new loan amount to cover remaining principal of the County's loan. Chairman Edds said there had been a delay in construction as EC had run into four (4) months of delay due to bad soil. As a result, Chairman Edds reported EC had spent an additional \$400,000 in site preparation. Chairman Edds expressed appreciation for EC and their efforts. Chairman Edds asked if the Board would like to make approval contingent upon paragraph 5 in confirming that appraisals or equity in excess of the new loan amount to cover remaining principal of the County loan.

Chairman Edds asked Commissioner Pierce if he would support a motion to agree to the subordination with a recent appraisal that supports the equity in excess of the new loan amount to cover remaining principal of the County loan. Commissioner Pierce responded he would if he had the documentation.

Commissioner Pierce asked when the documentation would be available for the entire Board. County Attorney Jay Dees said he had not had any conversations as to whether an appraisal had been done at this time. Mr. Dees said the suggestion was for the County not to subordinate any debt until the information was available. Mr. Dees said EC would have the ability to undertake financing with a bank in good faith the County would agree.

Chairman Edds asked Commissioner Pierce if he would support the request contingent upon the County Attorney not subordinating the lien unless he received an appraisal that supported equity in excess of the new loan amount to cover remaining principal of the County loan.

Commissioner Pierce asked if the matter would come back to the Board for approval of the subordination once the documentation came in. Chairman Edds responded that he felt comfortable allowing Mr. Dees to perform his job as an employee of the County.

Commissioner Pierce mentioned his history in the construction business and said he wanted to safeguard the investment the County had in the Town of Granite Quarry. Commissioner Pierce did not feel it prudent to approve the request without the documentation.

In response to an inquiry from Chairman Edds, Mr. Dees said he was uncertain the concerns expressed by Commissioner Pierce could be addressed in a motion that would receive unanimous approval in the current meeting.

Chairman Edds asked if it was acceptable for the Board to empower Mr. Dees to exercise the subordination on the condition the \$355,000 in equity was present. If the amount was not present, the matter would be brought back before the Board. Mr. Dees responded he was not sure he would have the authority to execute the agreement but the County Manager would have the authority. Mr. Dees said the proposal was that no one would execute the agreement unless the appraisal supported subordinating the County's debt. Mr. Dees said the information could be presented back to the Board before execution of the document to inform the Board of the status. Mr. Dees said there was no way for him to bridge the gap between what Commissioner Pierce was asking for and what the proposal was.

Commissioner Caskey questioned the reason the issue was added to the agenda today. Chairman Edds said in all likelihood it was due to low interest rates and

robust markets that made it mathematically better for developers to keep their own cash and take the low interest rates.

Commissioner Caskey clarified he was asking if the issue was added to the agenda because of a timeframe EC was facing. Mr. Dees said the request came via email last week and he detected a sense of urgency in asking the Board's approval. Mr. Dees clarified for Commissioner Caskey that EC already owned the property. The County seller-financed the purchase price and the agreement was the County would forgive portions of the seller-financing debt upon reaching certain thresholds such as clearing the land, building the building, and having a tenant that created jobs.

Commissioner Caskey asked what the County's recourse would be if EC did not follow through. Mr. Dees said if EC did not build the building or meet the performance threshold the County could foreclose and take the property back.

Chairman Edds said the request was an opportunity for the County to show it could be flexible, accommodating and financially responsible. Chairman Edds said he was thankful people were investing in the County. Chairman Edds referred to the EC spec building and reported three (3) walls of the 150,000 square foot facility were up and two (2) lots had been cleared.

Chairman Edds said the Board could give the County Manager and Mr. Dees the authority to subordinate the loan as long as recent appraisals support equity in excess of the new loan amount to cover remaining principal of the County loan and the information was provided to the Commissioners within a stipulated timeframe. The County Manager would be empowered to make the subordination. Chairman Edds reiterated the decision would demonstrate the County's flexibility and appreciation to the companies investing in the County. Chairman Edds said the decision would also show responsibility to the taxpayers.

Economic Development Director Rod Krider agreed with Chairman Edds that the County's reputation had not been favorable in the marketplace and the County was trying to overcome that reputation. Mr. Krider said measures of good faith shown to a developer or investor in the community would go a long way towards helping attract more people down the road. Mr. Krider felt the motion was prudent for both the County and the taxpayers.

Commissioner Klusman said she supported the motion. Commissioner Klusman felt the taxpayers would be protected in that the County Manager and County Attorney would look out for their best interests.

Chairman Edds moved to give the County Attorney and the County Manager the authority to exercise the requested subordination agreement with the condition, 1) that they receive a certified appraisal that supports equity in excess of the new loan amount to cover the remaining principal of the County loan; and 2) that the

appraisal is provided to each of the County Commissioners. Chairman Edds continued with the motion stating that once the appraisal had been provided to each board member, the County Manager and County Attorney may exercise the subordination assuming the board members received it and it meets the requirements, they can execute the subordination 72 hours after sending the Commissioners the appraisal. The motion was seconded by Commissioner Klusman and carried 4-1 with Commissioner Pierce dissenting.

ADDITION

7b. CLOSED SESSION

Chairman Edds moved at 8:37 p.m. the Board now enter Closed Session pursuant to North Carolina General Statute § 143-318.11(a)(3) for attorney-client privileged communication to receive an update regarding the ACLU prayer lawsuit.

The Board returned to Open Session at 8:48 p.m. No action was taken.

8. ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 8:48 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Cari Price
DATE: 1/26/18
SUBJECT: Request To Apply For Grant For G.R.E.A.T. Summer Camp

The Rowan County Sheriff's Office would like to apply for the Blanche & Julian Robertson Family Foundation Grant. The funding will be used to host the G.R.E.A.T. Summer Camp for approximately 105 local middle school students.

There is no match requested.

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------|--------------------|-------------|
| Application | 1/26/2018 | Cover Memo |
| Project Budget | 1/25/2018 | Cover Memo |
| Current Budget | 1/26/2018 | Cover Memo |
| Previous Year Budget | 1/26/2018 | Cover Memo |
| 2017 Camp Photos | 1/26/2018 | Cover Memo |



Application Summary of : Rowan County | Price, Cari

Program Name : G.R.E.A.T. Summer Camp

Organization Information

| | |
|--|------------------------------|
| Organization Information | |
| *Organization Name: | Rowan County Government |
| <u>Mailing address:</u> | |
| *Street Address | 130 West Innes Street |
| *City: | Salisbury |
| *State: | North Carolina |
| *Zip: | 28144 |
| *Telephone: | 704-216-8199 |
| Fax: | 704-216-8195 |
| Web Address: | www.rowancountync.gov |
| Application Contact Information | |
| *Salutation: | Mrs. |
| *Contact First Name: | Cari |
| *Contact Last Name: | Price |
| *Title: | Grant Writer |
| *Telephone: | 704-216-8199 |
| *Email Address: | cari.price@rowancountync.gov |
| *Is the contact person listed above also the Executive Director? | No |
| *Executive Director First Name: | Aaron |
| *Executive Director Last Name: | Church |
| Organization Status | |
| *Is the organization a tax exempt charitable organization 501(c)3: | No |
| <u>Is your organization a:</u> | |
| *Government tax-exempt unit: | No |
| *Religious organization: | No |
| *Affiliated with tax-exempt organization: | No |
| *Accredited educational Institution: | No |
| *Is the organization an affiliate of the United | No |

| | |
|--|---------------|
| Way? | |
| *What are the current Assets of the organization? | \$71,205,860 |
| *Does your organization conduct an audit? | Yes |
| *What is your most recent audit date? | 6/30/2016 |
| *What is your annual operating budget? | \$149,489,997 |
| *List your income from the previous fiscal year: | \$142,087,253 |
| *List your expenses from the previous fiscal year: | \$141,120,497 |

Project Request Information

| | |
|--|---|
| Project Request Information | |
| *Project Title: | G.R.E.A.T. Summer Camp |
| *Grant request amount: | \$8,500 |
| *Total Project Budget : | \$16,500 |
| *Start date: | 6/11/2018 |
| *Completion date: | 7/27/2018 |
| *Provide a brief project summary (<i>Max words 50</i>): | This is a free summer camp, staffed by law enforcement officers, designed to offer positive activities for rising sixth, seventh, and eighth grade students helping them to develop positive relationships with law enforcement. |
| *Describe your proposal in detail: (<i>include objectives, background of project, demonstration of need and how funds will be used</i>)? (<i>Max words 500</i>) | The camp will take place in three sessions between June 11, 2018 and July 27, 2018 and target approximately 105 students. Rowan County law enforcement professionals will deliver a structured curriculum, supervise daily field trips, and plan an end of camp closing event with an awards ceremony for the campers. Funds will be used to offset in-kind donations and assist in providing transportation, snacks, field trip costs and items for the closing event. |
| *What funds from other sources have been received or are under consideration for this project? List sources and amounts. | 1. Personnel Cost- \$8,000 donated 2. Cost of Meals- donated |
| *Are you willing to make this grant application a Challenge Grant (where by no funds from The BJRFF, Inc. will be disbursed until funds are secured from other sources and approved by The BJRFF Board)? List sources and amounts. | No. |
| *What percentage of your annual budget is spent in Rowan County? | 100% |
| *What percentage of your Grant project budget will be spent in Rowan County? | 100% |
| *Will local vendors be used for the project? | Yes |

| | |
|--|--|
| *How many people do you employ? | 904 |
| *What percentage of your employees live in Rowan County? | 76% |
| *How many people will be impacted by your project? | 115 |
| *What is a measurable result you expect to accomplish with this grant? Please be specific in your reply. | At least 105 middle school students will engage in positive youth development activities for one week in the summer. |
| *Do you have another measurable result you expect to accomplish with this grant? | Yes |
| *Result 2: | Each participant will have positive interaction with at least one law enforcement officer during camp. |
| *Do you have another measurable result you expect to accomplish with this grant? | Yes |
| *Result 3: | Each participant will attend at least three offsite trips. |
| *How do you plan to fund this project in the future? Explain your sustainability plan (Max words 100): | The project will continue to be funded by grants through various foundation, community sponsors and individual donors. |

Organization Overview

| Organization Overview | |
|--|---|
| *Organization mission: | The mission of the Rowan County Sheriff's Office is to provide professional law enforcement to the citizens of Rowan County, North Carolina through efficient and effective methods. |
| *What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (50 words max) | The area we are servicing is the Rowan County area. |
| *Organization core services (100 words max): | The Rowan County Sheriff's Office primarily provides courthouse security, civil process, detention facility operation, investigations, and community patrol. |
| *Address the qualifications of the organization and the person or persons who will lead this project: | Master Deputy William R. Walker founded this camp and has led the camp for four years. Master Deputy Walker is a seasoned Deputy and school Resource Officer and has proven to be committed to helping youth succeed. |
| *Do you need licensing, zoning, or other regulatory approval to conduct the project? | No |
| *Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years? | Yes |
| *Year: | 2017 |
| *Grant amount: | \$5,000 |
| *Project: | G.R.E.A.T. Summer Camp |
| *Add another Grant year? | No |

| | |
|--|--|
| Project Impact | |
| *What is the area of impact for your grant? Choose all that apply: | Children/Youth and Families Education Public Health and Safety |

Attachments

| | |
|---|---|
| Attachments | |
| Please upload the following documentation in support of your application: | |
| *Current list of Board of Directors or Board of Trustee: <i>(Please identify Gender & Race)</i> | Rowan County Board of Commissioners.pdf |
| *Recent 990 Form or financial report: | 2016 Comprehensive Annual Financial Report (CAFR) (PDF).pdf |
| *IRS 501 (c) 3 or appropriate tax determination status letter: | Tax determination status letter.pdf |
| *Project budget: | 2018 G.R.E.A.T. Budget.doc |
| *Organization's annual budget for current fiscal year, including income and expenses: | 2018 Budget.pdf |
| *Organization's annual budget for the previous year, including income and expenses: | 2017 Budget.pdf |
| Please submit any pictures that correlate with your project: | 2017 Camp Photos.pdf |

Certification

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

| Document Title | Question | Date Uploaded |
|---|---|----------------------|
| 2018 Budget.pdf | ATannual budget for current fiscal year | 1/25/2018 1:25:21 PM |
| 2017 Budget.pdf | ATannual budget for the previous year | 1/25/2018 1:25:21 PM |
| Tax determination status letter.pdf | ATappropriate tax determination status | 1/24/2018 3:25:41 PM |
| Rowan County Board of Commissioners.pdf | ATCurrent list of Board of | 1/25/2018 1:25:21 PM |

| Directors | | |
|---|------------------------------|-----------------------|
| 2017 Camp Photos.pdf | ATPlease submit any pictures | 1/26/2018 9:37:43 AM |
| 2018 G.R.E.A.T. Budget.doc | ATProject budget | 1/26/2018 10:41:21 AM |
| 2016 Comprehensive Annual Financial Report (CAFR) (PDF).pdf | ATRecent 990 Form | 1/25/2018 1:25:21 PM |



OFFICE OF THE SHERIFF COUNTY OF ROWAN

232 NORTH MAIN STREET
SALISBURY, NORTH CAROLINA 28144



KEVIN L. AUTEN
SHERIFF

PHONE (704) 216-8700
FAX (704) 216-8674

Rowan County Sheriff's Office
2018 G.R.E.A.T. Summer Camps

Project Budget

Request

Personnel **\$8,000 (In-Kind)**

6 In-Kind sheriff's Office staff members; (SRO'S)

Transportation **\$4000**

Vehicles Renting vans for three camp sessions two vans per session.

Fuel for vans **\$500**

Meals **\$0**

Meals Breakfast and lunch will be provided daily to campers through RSSS summer meals

Snacks **\$200** campers will receive a snack each afternoon

T-shirts **\$600** each camper will receive a camp t-shirt

Field trips **\$1500** bowling, swimming, zoo, Reed gold mine

Training and Supplies **\$1700.00**

Total for a three session: \$16,500

DETENTION CENTER
PHONE (704) 216-8770
FAX (704) 216-8731
JAIL ANNEX (704) 216-7900

LANDIS OFFICE
PHONE (704) 216-8742
FAX (704) 857-3640

WWW.ROWANSHERIFF.ORG



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Rowan County - GENERAL FUND
FY 2018 BUDGET - REVENUE

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FOR 2018 01

| ACCOUNTS FOR: 1010 GENERAL FUND | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------------|--------------------------|--------------------------|--------------|--------------|--------------------|---------------------|-------------|
| 1000 AD VALOREM TAX REVENUE | -80,456,000 | -80,456,000 | -82,645.00 | -82,645.00 | .00 | -80,373,355.00 | 1% |
| 2000 SALES, USE AND OTHER TAX REVE | -25,432,500 | -25,432,500 | -106.50 | -106.50 | .00 | -25,432,393.50 | .0% |
| 3000 OTHER GENERAL REVENUE | -11,244,594 | -11,244,594 | -25,196.04 | -25,196.04 | .00 | -11,219,397.96 | .2% |
| 4112 GENERAL GOVERNMENT | -322,700 | -322,700 | .00 | .00 | .00 | -322,700.00 | .0% |
| 4124 WEST END PLAZA | -490,000 | -490,000 | -35,088.69 | -35,088.69 | .00 | -454,911.31 | 7.2% |
| 4134 FACILITIES MANAGEMENT | -6,500 | -6,500 | .00 | .00 | .00 | -6,500.00 | .0% |
| 4135 COURT FACILITIES | -470,000 | -470,000 | .00 | .00 | .00 | -470,000.00 | .0% |
| 4140 TAX ADMINISTRATION | -354,750 | -354,750 | .00 | .00 | .00 | -354,750.00 | .0% |
| 4160 INFORMATION SYSTEMS | -84,500 | -84,500 | -6,681.01 | -6,681.01 | .00 | -77,818.99 | 7.9% |
| 4170 BOARD OF ELECTIONS | -31,600 | -31,600 | -524.60 | -524.60 | .00 | -31,075.40 | 1.7% |
| 4180 REGISTER OF DEEDS | -695,500 | -695,500 | -40,650.30 | -40,650.30 | .00 | -654,849.70 | 5.8% |
| 4210 TELECOMMUNICATIONS | -79,332 | -79,332 | .00 | .00 | .00 | -79,332.00 | .0% |
| 4250 INSPECTIONS | -627,010 | -627,010 | -85,279.00 | -85,279.00 | .00 | -541,731.00 | 13.6% |
| 4330 EMERGENCY SERVICES | -3,465,000 | -3,465,000 | -225,062.49 | -225,062.49 | .00 | -3,239,937.51 | 6.5% |
| 4400 SHERIFF'S OFFICE | -1,934,808 | -1,963,401 | -56,273.72 | -56,273.72 | .00 | -1,907,126.88 | 2.9% |
| 4425 PRE-TRIAL SERVICES | -44,000 | -44,000 | -910.00 | -910.00 | .00 | -43,090.00 | 2.1% |
| 4500 ROWAN AREA TRANSIT | -1,635,731 | -1,635,731 | .00 | .00 | .00 | -1,635,731.00 | .0% |
| 4820 INDUSTRIAL PARK | -17,080 | -17,080 | -1,423.32 | -1,423.32 | .00 | -15,656.68 | 8.3% |
| 4830 PLANNING | -18,545 | -18,545 | -2,392.34 | -2,392.34 | .00 | -16,152.66 | 12.9% |
| 4950 COOPERATIVE EXTENSION | -6,500 | -6,500 | -1,220.00 | -1,220.00 | .00 | -5,280.00 | 18.8% |
| 5010 SOIL & WATER CONSERVATION | -28,100 | -28,100 | .00 | .00 | .00 | -28,100.00 | .0% |
| 5100 HEALTH DEPARTMENT | -3,697,557 | -3,697,557 | -41,823.93 | -41,823.93 | .00 | -3,655,733.07 | 1.1% |
| 5300 DSS ADMINISTRATION | -14,291,148 | -14,401,026 | -21,305.21 | -21,305.21 | .00 | -14,379,720.79 | .0% |
| 5550 SENIOR SERVICES | -605,171 | -605,171 | -50.00 | -50.00 | .00 | -605,121.00 | .0% |
| 6100 LIBRARY DEPARTMENT | -278,000 | -278,000 | -26,128.82 | -26,128.82 | .00 | -251,871.18 | 9.4% |
| 6200 PARKS AND RECREATION DEPT | -1,380,900 | -1,380,900 | -229,852.88 | -229,852.88 | .00 | -1,151,047.12 | 16.6% |
| 6400 ANIMAL SERVICES | -354,000 | -354,000 | -32,763.50 | -32,763.50 | .00 | -321,236.50 | 9.3% |
| 9100 DEBT SERVICE | -1,300,000 | -1,300,000 | .00 | .00 | .00 | -1,300,000.00 | .0% |
| TOTAL GENERAL FUND | -149,351,526-149,489,997 | -149,351,526-149,489,997 | -915,377.35 | -915,377.35 | .00-148,574,619.25 | .6% | |



ROWAN COUNTY

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Rowan County
ROMAN COUNTY

GENERAL FUND

GENERAL FUND

EXPENDITURES

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FOR 2018 01

ACCOUNTS FOR:
1010 GENERAL FUND

| | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------------|--------------------|-------------------|-----------------|-----------------|--------------|---------------------|-------------|
| 4110 GOVERNING BODY | 145,250 | 145,250 | 4,837.25 | 4,837.25 | .00 | 140,412.75 | 3.3% |
| 4112 GENERAL GOVERNMENT | 5,775,796 | 5,775,796 | 37,751.21 | 37,751.21 | .00 | 5,738,044.79 | 3.3% |
| 4120 COUNTY MANAGER | 724,983 | 724,983 | 26,168.58 | 26,168.58 | .00 | 698,814.42 | 3.6% |
| 4124 WEST END PLAZA | 460,237 | 460,237 | 11,508.78 | 11,508.78 | .00 | 446,092.18 | 3.1% |
| 4125 FINANCE | 1,325,939 | 1,325,939 | 37,356.25 | 37,356.25 | 2,636.04 | 1,288,582.75 | 2.8% |
| 4131 HUMAN RESOURCES | 509,351 | 509,351 | 23,422.75 | 23,422.75 | .00 | 485,928.25 | 4.6% |
| 4134 FACILITIES MANAGEMENT | 3,382,103 | 3,382,103 | 153,986.99 | 153,986.99 | 6,320.03 | 3,221,795.98 | 4.7% |
| 4135 COURT FACILITIES | 765,912 | 765,912 | 24,440.40 | 24,440.40 | 35,430.00 | 706,041.60 | 7.8% |
| 4136 GARAGE | 55,000 | 55,000 | 3,037.90 | 3,037.90 | .00 | 51,962.10 | 5.5% |
| 4140 TAX ADMINISTRATION | 2,873,219 | 2,873,219 | 70,552.13 | 70,552.13 | .00 | 2,802,666.87 | 2.5% |
| 4160 INFORMATION SYSTEMS | 2,769,958 | 2,769,958 | 336,835.99 | 336,835.99 | 111,047.84 | 2,322,074.17 | 16.2% |
| 4170 BOARD OF ELECTIONS | 532,597 | 532,597 | 48,714.48 | 48,714.48 | .00 | 483,882.52 | 9.1% |
| 4180 REGISTER OF DEEDS | 660,947 | 660,947 | 36,233.89 | 36,233.89 | .00 | 624,713.11 | 5.5% |
| 4210 TELECOMMUNICATIONS | 2,605,187 | 2,605,187 | 94,451.82 | 94,451.82 | .00 | 2,510,735.18 | 3.6% |
| 4250 INSPECTIONS | 810,845 | 810,845 | 29,749.24 | 29,749.24 | .00 | 781,095.76 | 3.7% |
| 4260 MEDICAL EXAMINER | 180,000 | 180,000 | 8,750.00 | 8,750.00 | .00 | 171,250.00 | 4.9% |
| 4330 EMERGENCY SERVICES | 6,856,721 | 6,856,721 | 259,113.92 | 259,113.92 | 8,328.18 | 6,589,278.90 | 3.9% |
| 4400 SHERIFF'S OFFICE | 16,409,346 | 16,437,939 | 684,228.11 | 684,228.11 | 58,862.42 | 15,694,848.07 | 4.5% |
| 4425 PRE-TRIAL SERVICES | 75,634 | 75,634 | 2,603.38 | 2,603.38 | .00 | 73,030.62 | 3.4% |
| 4500 ROMAN AREA TRANSIT | 1,715,416 | 1,715,416 | 6,979.68 | 6,979.68 | .00 | 1,708,436.32 | .4% |
| 4805 DIV OF ECONOMIC DEVELOPMENT | 1,200,000 | 1,200,000 | .00 | .00 | .00 | 1,200,000.00 | .0% |
| 4810 TOURISM DEVELOPMENT AUTHORITY | 445,500 | 445,500 | .00 | .00 | .00 | 445,500.00 | .0% |
| 4820 INDUSTRIAL PARK | 20,500 | 20,500 | .00 | .00 | .00 | 20,500.00 | .0% |
| 4830 PLANNING | 573,280 | 573,280 | 28,366.67 | 28,366.67 | .00 | 544,913.33 | 4.9% |
| 4950 COOPERATIVE EXTENSION | 286,841 | 286,841 | 2,136.12 | 2,136.12 | .00 | 284,704.88 | 7.7% |
| 5010 SOIL & WATER CONSERVATION | 69,299 | 69,299 | 2,645.26 | 2,645.26 | .00 | 66,653.74 | 3.8% |
| 5090 SPECIAL APPROPRIATIONS-ED | 1,122,336 | 1,122,336 | 108,395.00 | 108,395.00 | .00 | 1,013,941.00 | 9.7% |
| 5100 HEALTH DEPARTMENT | 5,831,435 | 5,831,435 | 395,812.93 | 395,812.93 | 2,100.00 | 5,433,522.07 | 6.8% |
| 5300 DSS ADMINISTRATION | 22,083,522 | 22,193,400 | 1,091,685.29 | 1,091,685.29 | 98,187.00 | 21,003,527.71 | 5.4% |
| 5510 MENTAL HEALTH | 537,000 | 537,000 | .00 | .00 | .00 | 537,000.00 | .0% |
| 5550 SENIOR SERVICES | 986,052 | 986,052 | 19,032.51 | 19,032.51 | .00 | 967,019.49 | 1.9% |
| 5580 VETERAN SERVICES | 159,339 | 159,339 | 6,359.51 | 6,359.51 | .00 | 152,979.49 | 4.0% |
| 6100 LIBRARY DEPARTMENT | 3,074,399 | 3,074,399 | 122,104.14 | 122,104.14 | 23,282.65 | 2,929,012.21 | 4.7% |
| 6200 PARKS AND RECREATION DEPT | 2,306,798 | 2,306,798 | 104,003.04 | 104,003.04 | 9,623.60 | 2,193,171.36 | 4.9% |
| 6400 ANIMAL SERVICES | 1,512,466 | 1,512,466 | 62,717.51 | 62,717.51 | 11,114.79 | 1,438,633.70 | 4.9% |
| 7110 ROMAN-CABARRUS CC | 3,037,498 | 3,037,498 | .00 | .00 | .00 | 3,037,498.00 | .0% |
| 7120 ROMAN-SALISBURY SCHOOLS | 37,943,462 | 37,943,462 | 2,938,364.33 | 2,938,364.33 | .00 | 35,005,097.67 | 7.7% |
| 7130 KANNAPOLIS CITY SCHOOLS | 2,486,609 | 2,486,609 | 187,514.17 | 187,514.17 | .00 | 2,299,094.83 | 7.5% |
| 7140 ROMAN CHARTER SCHOOLS | 541,599 | 541,599 | 41,453.16 | 41,453.16 | .00 | 500,145.84 | 7.7% |
| 9100 DEBT SERVICE | 16,499,150 | 16,499,150 | .00 | .00 | .00 | 16,499,150.00 | .0% |
| TOTAL GENERAL FUND | 149,351,526 | 149,489,997 | 7,011,312.39 | 7,011,312.39 | 366,932.55 | 142,111,751.66 | 4.9% |



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Rowan County
Rowan County - GENERAL FUND
FY 2017 ACTUAL REVENUES

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FOR 2017 13

ACCOUNTS FOR:
GENERAL FUND
1010

| | ORIGINAL APPROP | REVISED BUDGET | YTD ACTUAL | MTD ACTUAL | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------------|--------------------|-------------------|-----------------|---------------|--------------|---------------------|-------------|
| 1000 AD VALOREM TAX REVENUE | -78,660,969 | -78,660,969 | -80,429,549.09 | | .00 | 1,768,580.09 | 102.2% |
| 2000 SALES, USE AND OTHER TAX REVE | -24,002,500 | -24,336,315 | -25,387,297.80 | -4,056,935.56 | .00 | 1,050,982.80 | 104.3% |
| 3000 OTHER GENERAL REVENUE | -11,229,921 | -13,643,660 | -2,747,178.86 | -144,250.04 | .00 | -10,896,481.14 | 20.1% |
| 4112 GENERAL GOVERNMENT | -422,700 | -898,000 | -325,700.00 | | .00 | -572,300.00 | 36.3% |
| 4124 WEST END PLAZA | -550,000 | -550,000 | -555,086.24 | | .00 | 5,086.24 | 100.9% |
| 4134 FACILITIES MANAGEMENT | -6,500 | -6,500 | -6,500.00 | | .00 | .00 | 100.0% |
| 4135 COURT FACILITIES | -480,000 | -480,000 | -482,596.18 | | .00 | 2,596.18 | 100.5% |
| 4140 TAX ADMINISTRATION | -321,750 | -321,750 | -371,644.05 | | .00 | 49,894.05 | 115.5% |
| 4160 INFORMATION SYSTEMS | -84,540 | -84,540 | -85,229.84 | | .00 | 689.84 | 100.8% |
| 4170 BOARD OF ELECTIONS | -300 | -300 | -65.60 | | .00 | -234.40 | 21.9% |
| 4180 REGISTER OF DEEDS | -579,500 | -778,474 | -648,283.20 | | .00 | -130,190.80 | 83.3% |
| 4210 TELECOMMUNICATIONS | -87,427 | -87,427 | .00 | | .00 | -87,427.00 | .0% |
| 4250 INSPECTIONS | -579,270 | -579,270 | -806,939.86 | | .00 | 227,669.86 | 139.3% |
| 4300 EMERGENCY SERVICES | -3,626,000 | -3,640,846 | -3,801,260.31 | | .00 | 160,414.31 | 104.4% |
| 4400 SHERIFF'S OFFICE | -1,590,337 | -2,722,401 | -2,375,846.90 | -64,344.70 | .00 | -346,554.03 | 87.3% |
| 4425 PRE-TRIAL SERVICES | -30,000 | -42,000 | -9,759.24 | | .00 | -32,240.76 | 23.2% |
| 4500 ROMAN AREA TRANSIT | -1,619,253 | -1,671,289 | -1,369,407.75 | -10,355.57 | .00 | -301,881.25 | 81.9% |
| 4805 DIV OF ECONOMIC DEVELOPMENT | 0 | -300,000 | -75,000.00 | | .00 | -225,000.00 | 25.0% |
| 4820 INDUSTRIAL PARK | -17,080 | -17,080 | -116,579.84 | | .00 | 99,499.84 | 682.6% |
| 4830 PLANNING | -38,595 | -38,595 | -48,360.08 | | .00 | 9,765.08 | 125.3% |
| 4950 COOPERATIVE EXTENSION | 0 | -58,624 | -23,681.68 | | .00 | -34,942.32 | 40.4% |
| 5010 SOIL & WATER CONSERVATION | -28,600 | -29,369 | -28,291.99 | | .00 | -1,077.01 | 96.3% |
| 5100 HEALTH DEPARTMENT | -3,579,852 | -3,634,357 | -3,613,031.87 | | .00 | -21,325.13 | 99.4% |
| 5300 DSS ADMINISTRATION | -15,047,374 | -15,572,460 | -14,608,225.47 | -41,339.00 | .00 | -964,234.53 | 93.8% |
| 5550 SENIOR SERVICES | -605,171 | -605,171 | -632,909.62 | -86,778.00 | .00 | 27,738.62 | 104.6% |
| 5580 VETERAN SERVICES | 0 | 0 | -2,130.15 | | .00 | 2,130.15 | 100.0% |
| 6100 LIBRARY DEPARTMENT | -271,000 | -342,910 | -337,248.00 | | .00 | -5,662.00 | 98.3% |
| 6200 PARKS AND RECREATION DEPT | -1,359,909 | -1,724,547 | -1,370,994.16 | | .00 | -353,552.84 | 79.5% |
| 6400 ANIMAL SERVICES | -328,200 | -447,724 | -428,454.96 | | .00 | -19,269.04 | 95.7% |
| 9100 DEBT SERVICE | -1,400,000 | -1,400,000 | -1,400,000.00 | | .00 | .00 | 100.0% |
| TOTAL GENERAL FUND | -146,546,748 | -152,674,578 | -142,087,252.74 | -4,404,002.87 | .00 | -10,587,325.19 | 93.1% |
| TOTAL REVENUES | -146,546,748 | -152,674,578 | -142,087,252.74 | -4,404,002.87 | .00 | -10,587,325.19 | |



01/25/2018 08:40
HowdenJM

Rowan County
ROWAN COUNTY - GENERAL FUND
FY 2017 ACTUAL EXPENDITURES

P
glytbdud 1

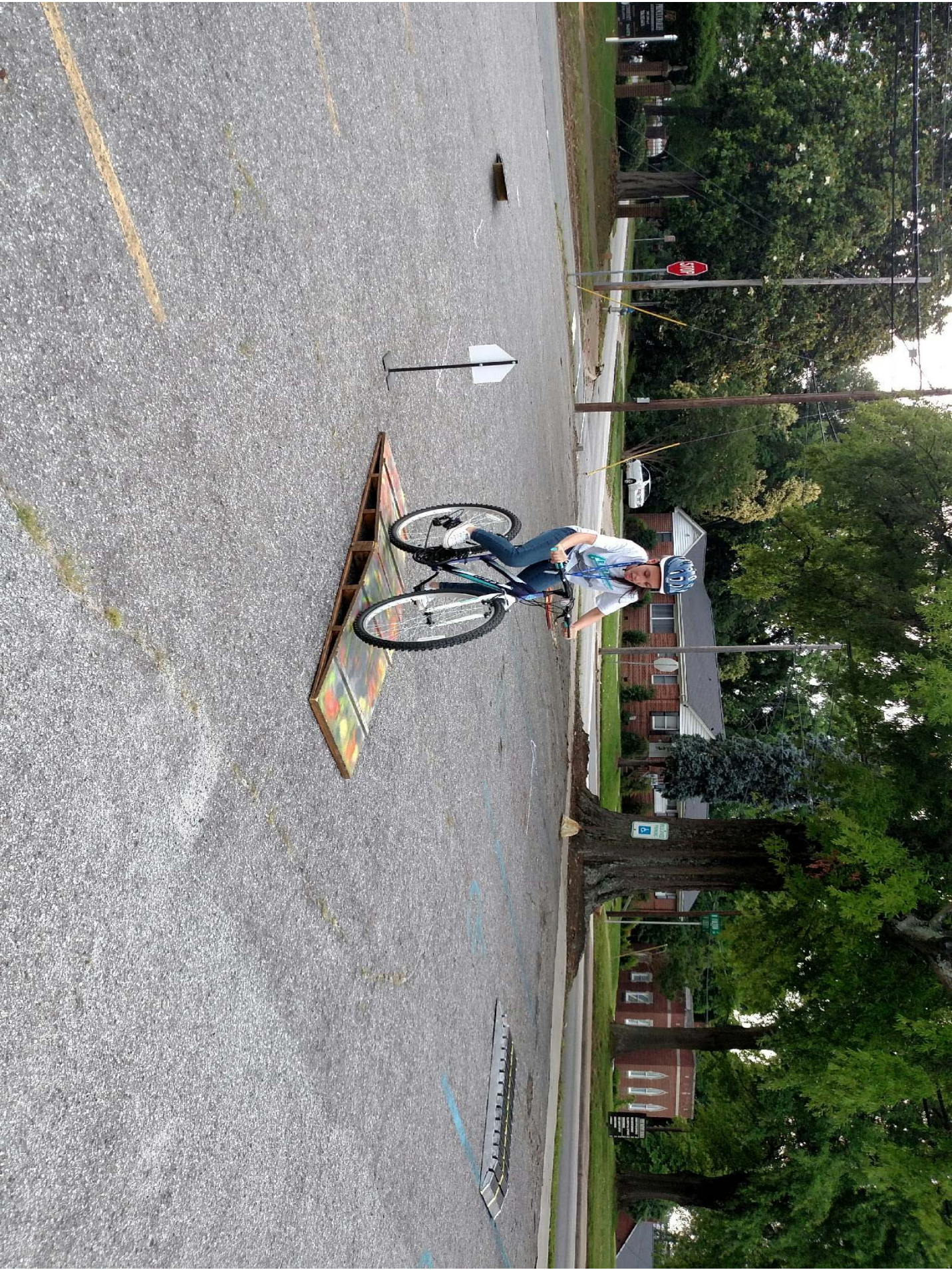
FOR 2017 13

| ACCOUNTS FOR: | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------------|-----------------|----------------|----------------|--------------|--------------|------------------|----------|
| 1010 GENERAL FUND | | | | | | | |
| 4110 GOVERNING BODY | 141,265 | 128,515 | 111,988.98 | .00 | .00 | 16,526.02 | 87.1% |
| 4112 GENERAL GOVERNMENT | 5,815,240 | 7,139,749 | 5,639,339.36 | 1,193,600.64 | .00 | 1,500,409.64 | 79.0% |
| 4120 COUNTY MANAGER | 522,762 | 499,262 | 460,976.31 | .00 | .00 | 38,285.69 | 92.3% |
| 4124 WEST END PLAZA | 528,382 | 546,090 | 403,604.43 | 14,691.59 | .00 | 142,485.57 | 73.9% |
| 4125 FINANCE | 1,330,602 | 1,370,052 | 1,305,312.04 | 6,899.68 | .00 | 64,739.96 | 95.3% |
| 4131 HUMAN RESOURCES | 434,636 | 437,557 | 420,435.54 | .00 | .00 | 17,121.46 | 96.1% |
| 4134 FACILITIES MANAGEMENT | 2,832,221 | 2,946,564 | 2,587,298.95 | 40,095.57 | .00 | 359,265.05 | 87.8% |
| 4135 COURT FACILITIES | 1,219,723 | 1,576,635 | 565,460.02 | 19,551.32 | .00 | 1,011,174.98 | 35.9% |
| 4136 GARAGE | 40,000 | 52,000 | 50,618.64 | .00 | .00 | 1,381.36 | 97.3% |
| 4140 TAX ADMINISTRATION | 3,209,682 | 3,560,482 | 2,796,976.43 | 155.94 | .00 | 763,505.57 | 78.6% |
| 4160 INFORMATION SYSTEMS | 2,260,494 | 2,638,129 | 2,312,035.17 | .00 | .00 | 326,093.83 | 87.6% |
| 4170 BOARD OF ELECTIONS | 513,748 | 560,598 | 512,534.52 | .00 | .00 | 48,063.48 | 91.4% |
| 4180 REGISTER OF DEEDS | 613,921 | 787,795 | 607,147.34 | .00 | .00 | 180,647.66 | 77.1% |
| 4210 TELECOMMUNICATIONS | 2,688,746 | 2,722,846 | 2,438,569.37 | -63,929.06 | .00 | 284,276.63 | 89.6% |
| 4250 INSPECTIONS | 816,920 | 832,170 | 802,933.28 | 3,436.97 | .00 | 29,236.72 | 96.5% |
| 4260 MEDICAL EXAMINER | 140,000 | 160,000 | 158,900.00 | 3,800.00 | .00 | 1,100.00 | 99.3% |
| 4330 EMERGENCY SERVICES | 5,755,212 | 5,964,692 | 5,772,726.25 | 3,205.56 | .00 | 191,965.75 | 96.8% |
| 4400 SHERIFF'S OFFICE | 15,558,583 | 17,102,652 | 16,172,877.13 | 74,111.76 | .00 | 929,774.80 | 94.6% |
| 4425 PRE-TRIAL SERVICES | 62,469 | 71,019 | 62,578.68 | 1,109.38 | .00 | 8,440.32 | 88.1% |
| 4500 ROMAN AREA TRANSIT | 1,671,589 | 1,725,485 | 1,435,464.13 | .00 | .00 | 290,020.87 | 83.2% |
| 4805 DIV OF ECONOMIC DEVELOPMENT | 0 | 850,000 | 223,070.75 | .00 | .00 | 626,929.25 | 26.2% |
| 4810 TOURISM DEVELOPMENT AUTHORITY | 386,100 | 426,100 | 416,011.24 | .00 | .00 | 10,088.76 | 97.6% |
| 4820 INDUSTRIAL PARK | 1,022,000 | 22,000 | 14,097.33 | 2,303.85 | .00 | 7,902.67 | 64.1% |
| 4830 PLANNING | 563,289 | 583,789 | 545,830.99 | 15,037.19 | .00 | 37,958.01 | 93.5% |
| 4950 COOPERATIVE EXTENSION | 254,350 | 312,974 | 252,772.88 | .00 | .00 | 60,201.12 | 80.8% |
| 5010 SOIL & WATER CONSERVATION | 70,495 | 75,064 | 70,274.74 | .00 | .00 | 4,789.26 | 93.6% |
| 5090 SPECIAL APPROPRIATIONS-ED | 1,180,421 | 1,145,421 | 1,143,856.61 | 10,343.64 | .00 | 1,564.39 | 99.9% |
| 5100 HEALTH DEPARTMENT | 6,040,133 | 6,096,988 | 5,508,318.23 | 3,736.79 | .00 | 588,669.77 | 90.3% |
| 5300 DSS ADMINISTRATION | 22,559,942 | 23,215,038 | 21,448,278.57 | 7,470.45 | .00 | 1,766,759.43 | 92.4% |
| 5510 MENTAL HEALTH | 537,000 | 537,000 | 533,658.00 | .00 | .00 | 3,342.00 | 99.4% |
| 5550 SENIOR SERVICES | 1,047,593 | 1,011,093 | 1,019,496.71 | 72,796.10 | .00 | -8,403.71 | 100.8% |
| 5580 VETERAN SERVICES | 157,837 | 156,337 | 148,141.84 | .00 | .00 | 8,195.16 | 94.8% |
| 6100 LIBRARY DEPARTMENT | 3,086,145 | 3,154,135 | 2,946,303.07 | 16,472.78 | .00 | 207,831.93 | 93.4% |
| 6200 PARKS AND RECREATION DEPT | 2,131,145 | 2,597,258 | 2,142,285.45 | 24,433.25 | .00 | 454,972.55 | 82.5% |
| 6400 ANIMAL SERVICES | 1,385,416 | 1,721,165 | 1,519,200.07 | 5,727.86 | .00 | 201,964.93 | 88.3% |
| 7110 ROMAN-CABARRUS CC | 2,809,998 | 2,909,998 | 2,909,998.00 | .00 | .00 | .00 | 100.0% |
| 7120 ROMAN-SALISBURY SCHOOLS | 37,140,270 | 37,345,270 | 37,250,736.59 | 416,473.45 | .00 | 94,533.41 | 98.7% |
| 7130 KANNAPOLIS CITY SCHOOLS | 2,430,319 | 2,445,319 | 2,412,998.18 | 26,962.06 | .00 | 32,320.82 | 100.0% |
| 7140 ROMAN CHARTER SCHOOLS | 435,858 | 509,673 | 509,673.00 | .00 | .00 | .00 | 100.0% |
| 9100 DEBT SERVICE | 17,152,030 | 16,737,664 | 15,487,718.44 | .00 | .00 | 1,249,945.56 | 92.5% |
| TOTAL GENERAL FUND | 146,546,748 | 152,674,578 | 141,120,497.26 | 1,898,486.77 | .00 | 11,554,080.67 | 92.4% |



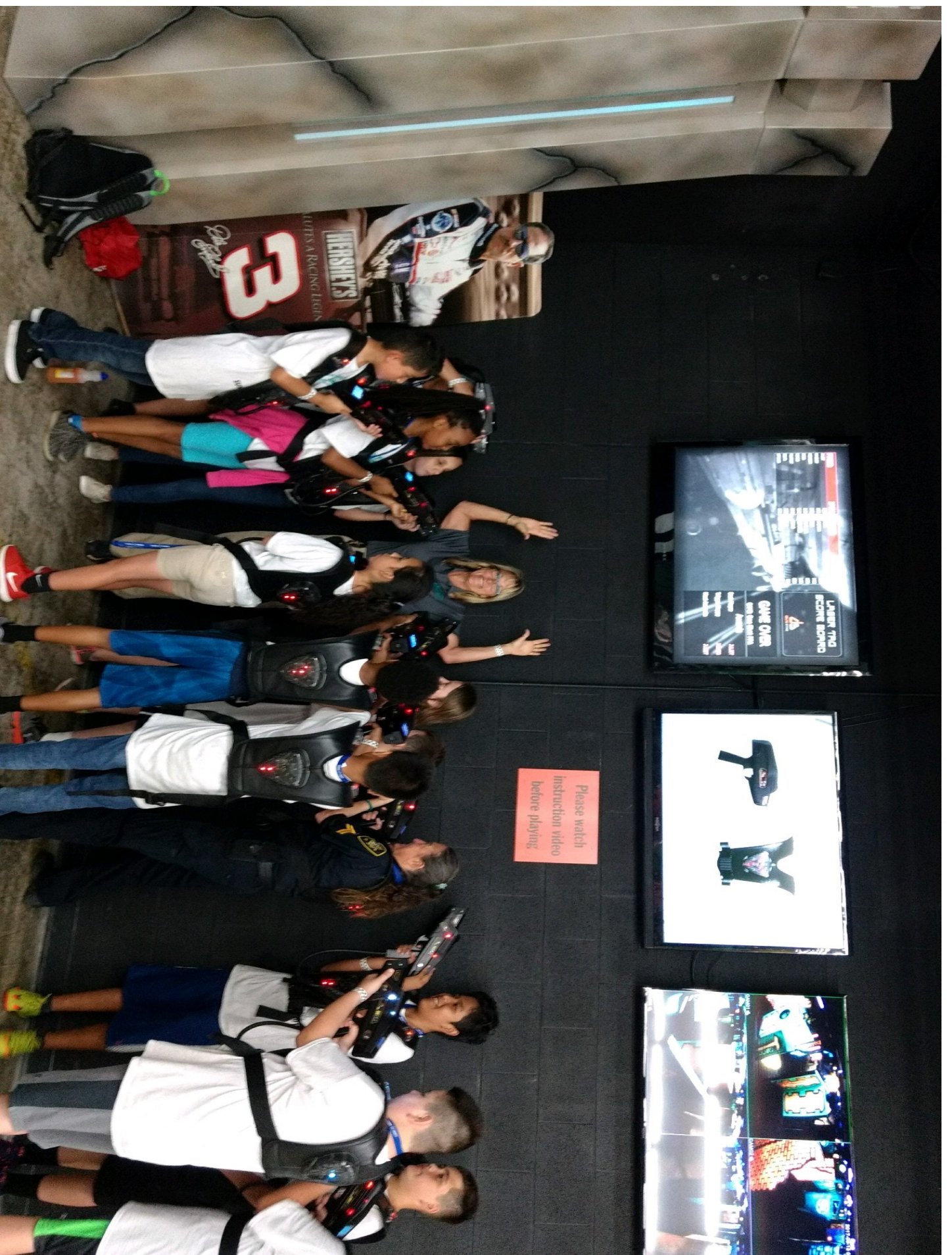








Please watch
instruction video
before playing



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: January 18, 2018
SUBJECT: Resolution Revoking Appointed Review Officer

Nancy Ward, Senior Property Mapper with the Tax Assessors Office, will be leaving her position with the county effective January 19, 2018. Her status as Review Officer for Rowan County to certify plats are sufficient for recordation will need to be revoked consistent with the procedures in the attached.

Approve resolution.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Resolution | 1/18/2018 | Exhibit |



Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144

RESOLUTION REVOKING APPOINTED REVIEW OFFICER

WHEREAS, G.S. 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person to serve as Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording, *and*

WHEREAS, the main purpose of the law is to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer; *and*

WHEREAS, it is the desire of the Rowan County Board of Commissioners to insure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording.

NOW THEREFORE, BE IT RESOLVED, effective February 5, 2018, Nancy Ward is hereby removed from her previous appointment to perform all responsibilities as required for Review Officer under the appropriate North Carolina General Statutes.

BE IT FURTHER RESOLVED that a copy of this Resolution designating the revocation of Review Officer be recorded in the Rowan County Register of Deeds Office.

This the 5th day of February 2018.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Caleb Sinclair, Director, Environmental Management
DATE: January 19, 2018
SUBJECT: Task Order 2017/18-01 General Services HDR

The attached Task Order (*Exhibit A 2017/18-01 General Services Planning and Support*) represents the Rowan County Department of Environmental Management not-to-exceed budget for engineering and consulting services for the period beginning July 1, 2017 through June 30, 2018 for the active Rowan County Municipal Solid Waste (MSW) landfill facility located at 789 Campbell Road in Woodleaf and for the closed MSW facility located off Airport Road in Salisbury. The value of this task order is consistent with the approved FY 18 budget. Funds will be used to satisfy costs associated with all applicable ongoing services currently provided by our engineering consultants *HDR, INC.*

It is the recommendation of the Rowan County Department of Environmental Management that the Rowan County Board of Commissioners approve the attached Task Order in an effort to ensure adequate professional engineering services are maintained which include: the provision of budgeting and accounting calculations, airspace calculations, compliance reporting, environmental monitoring, municipal solid waste facility planning, design and engineering.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| Task Order 2017/18-01 General Services Planning and Support | 1/19/2018 | Cover Memo |

EXHIBIT A

TASK ORDER NUMBER 2017/18-01 **GENERAL SERVICES and PLANNING SUPPORT**

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

TASK ORDER NUMBER: 2017/18-01

PROJECT NAME: GENERAL SERVICES and PLANNING SUPPORT

PART 1.0 PROJECT DESCRIPTION:

This task order provides a scope of services and budget for activities associated with the Rowan County Landfill. The task order is provided to address general services requested by Rowan County from July 1, 2017 through June 30, 2018.

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

General Service activities may include but are not limited to the tasks identified below.

- Coordinate with the County through the budget process. Review and provide consultation and support for the Capital Improvement Program. Attend on-site meeting(s) to review budget at the request of the County.
- Attend meetings with regulators as necessary and respond to requests for information.
- Hold planning meetings during the development phase of new projects.
- Provide on-call operations support, including site meetings or telephone communications.
- Provide document support including provision of file documents, drawings, and computer files for County use.
- Provide technical support and Quality Control reviews of County work products as requested.
- Attend monthly progress meetings with the County.
- Update closure and post-closure care costs as required for annual financial assurance reporting.
- Provide document support including provision of file documents, drawings, and computer files for SWA use.
- Provide project related cost data estimates as needed.
- Coordinate, assist, and provide information to contractors, consultants, and/or surveyors contracted with the County.
- Provide technical support and Quality Control reviews of County work products as requested.
- Provide planning and site resource management to assist in development of existing facilities. Planning and site resource management includes completing

annual airspace reports detailing the filling of the landfill and the compaction efficiency of waste placement over time.

PART 3.0 PERIODS OF SERVICE:

On-call engineering services support for the County's fiscal year 2017/18.

PART 4.0 PAYMENTS TO ENGINEER:

The not-to-exceed budget for this task is \$50,000. The engineer will provide a summary of the services provided during the invoice period to the County.

This Task Order is executed this _____ day of _____, 2017.

ROWAN COUNTY, NORTH CAROLINA
"OWNER"

HDR ENGINEERING, INC. OF THE CAROLINAS
"ENGINEER"

DATE: _____

DATE: 12.21.17

BY: _____

BY: [Signature]

NAME: _____

NAME: L. Klein Mosteller

TITLE: _____

TITLE: Senior Vice President

ADDRESS: _____

ADDRESS: 440 South Church St. Suite 100
Charlotte, NC 28202

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: January 23, 2018
SUBJECT: Schedule Public Hearing For February 19, 2018: Z 01-18 Cashe Properties, LLC

Z 01-18 REQUEST

Cashe Properties, LLC requests the designation of Tax Parcel 230-064 (12.69 acres) located in the 1000 block of Shinn Farm Road (SR #1358) be changed from Rural Agricultural (RA) to Industrial (IND).

PLANNING BOARD RECOMMENDATION

The Planning Board provides a favorable recommendation supported by the following statements:

Consistency: Z-01-18 is consistent with the Western Area Land Use Plan due to the parcel being surrounded by other industrial zoned parcels. The industrial zoning is acceptable in the land use plan due to its proximity to NC HWY 152.

Reasonableness: Z-01-18 is reasonable based on the Western Area Land Use Plan allowing for this type of zoning, the property's location within a group of similarly zoned parcels, and because it proposes no detriment to the surrounding property owners. The request is also reasonable due to the proximity of the NC HWY 152 corridor.

PUBLIC HEARING DATE

Schedule Public Hearing for the Z 01-18 application at the Monday, February 19, 2018 Commission meeting.

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------------------------------|--------------------|-----------------|
| Staff Report | 1/23/2018 | Cover Memo |
| Attachment 1: Application | 1/23/2018 | Backup Material |
| Attachment 2: Site and Vicinity Map | 1/23/2018 | Exhibit |



Rowan County Planning and Development Department

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

Phone: 704-216-8588 ■ Fax: 704-638-3130

Map Amendment Request Z 01-18

MEMORANDUM

TO: Rowan County Board of Commissioners
FROM: Ed Muire, Planning Director
RE: Cashe Properties, LLC Request for IND designation
DATE: January 23, 2018

REQUEST

- **Map Amendment Z 01-18:** Cashe Properties, LLC requests the designation of Tax Parcel 230-064 (12.69 acres) be changed from Rural Agricultural (RA) to Industrial (IND); application is included as Attachment 1. The site is located in the 1000 block of Shinn Farm Road (SR #1358) which is south off West NC 152 Highway.

BACKGROUND

The south side of the West NC 152 Highway corridor between Wilkinson and Shinn Farm Roads has gradually transitioned to an industrial area over the past twenty (20) years. Beginning in 1997, with the Guy Shinn Heirs subdivision, Gateway Park in 1998 and Performance Park in 2000, these subdivisions have provided sites for automotive racing, manufacturing and more intensive service related businesses.

In 1997, the Shinn and Performance Park properties obtained Special Non-Residential Intensity Allocation (SNIA) status within the Coddle Creek Watershed from the County Commission allowing up to seventy percent (70%) built-upon area for projects on a case-by-case basis. The following year when countywide zoning became effective (February 16, 1998), the aforementioned subdivisions and an adjoining tract were designated as Industrial (IND) to establish a seventy-eight (78) acre district.

Subsequent rezoning requests for parcels adjoining said IND district were approved as Z 17-99 (5.5 acres) and Z 05-06 (2.39 acres) that increased the overall size of the district to approximately 85.89 acres. Reference Site and Vicinity Map included as Attachment 2.

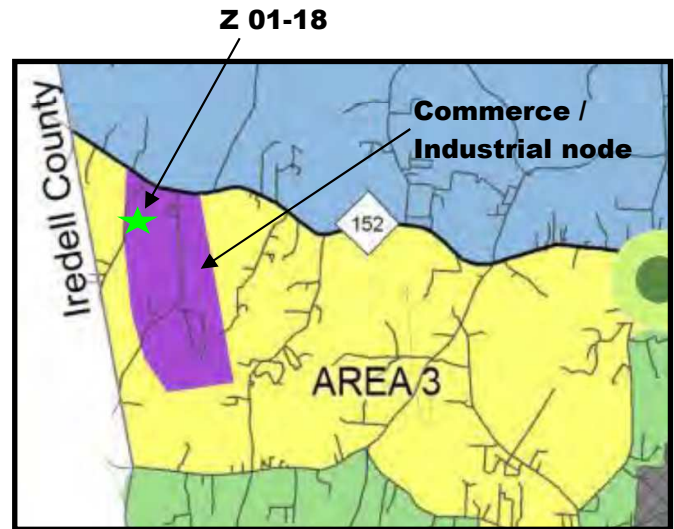
ZONING CRITERIA [ref. Section 21-362(i)]

I. *Relationship and Conformity with any Adopted Plans or Policies*

- Land Use Plan for Areas West of I-85: The site is located in the Commerce / Industrial node of Area 3 in this adopted plan; refer to map excerpt on page 2. Although no general or specific recommendations are provided for this node, it may be inferred that Future Land Use Recommendations are within the context of Highway Business recommendations, as the node does have frontage on West NC 152 Highway.

Plan recommendations for Highway Business properties state:

- Located on any NC or US Highway other than US 29/70
 - Highway businesses are typically recognized as 'stand alone' businesses
 - Consider building appearance, design elements and landscaping for new businesses
 - Encourage locations at identified commercial nodes



- Watershed Overlay (WSO) / Special Non-Residential Intensity Allocation (SNIA): As noted in the Background section of this report, the property lies within the Coddle Creek Watershed (WS-II-BW) which establishes a 40,000 square foot minimum lot size for single-family residential lots and limits non-residential development to twelve percent (12%) built-upon area. However, non-residential projects may petition the County Commission for an increase in built-upon area to 70% thru the SNIA process. Since the adoption of countywide zoning, SNIA approval has only been allocated to project specific proposals, not to a zoning district. In this case, if the IND district were approved, the 12% limitation would be applicable until a specific proposal(s) for development were submitted for consideration and approved by the Commission.

II. Consistency with this Article and Requested Zoning District

Purpose and Intent: The IND 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 non-residential uses which generate adverse side effects such as noise, odor, or dust.”

The intent of this request seeks to join the surrounding eighty-five (85) acre IND district. The further expansion of this district coincides with the anticipated Commerce / Industrial node depicted on the Future Land Use Concepts map of the Western Area Land Use Plan.

III. Compatibility of all uses within the Proposed Zoning District Classification with other Property and Conditions in the Vicinity

Proposed District: The IND 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...if the existing or proposed development is compatible with the surrounding area and the overall public good is served.”

As a stand-alone district this particular request does not exhibit the locational standard for access to a significant transportation system, but its combination with the adjoining 85 acre IND district does allow it “access and frontage” via West NC 152 Highway.

Compatibility of Uses: From the zoning ordinance perspective, the current Rural Agricultural (RA) zoning is considered to be a “residential” district and is more restrictive than the IND district which is a non-residential district and the “least restrictive” zoning district in the County. A general comparison of the districts is summarized in the table below.

| LAND USE | RA | IND |
|------------------------------|---------------|--------------|
| Residential | P | |
| Agriculture | P | P |
| Mining | | C |
| Construction | SR | P |
| Manufacturing | SR | P / C |
| Transportation | SR | P |
| Wholesale Trade | | P |
| Retail Trade | SR | P |
| Finance | SR | |
| Services | SR / C | C |
| Public Administration | P | P |

NOTE: P indicates the use is Permitted; SR indicates the use is permitted with Special Requirements; C indicates the use is considered as a Conditional Use; nothing in a column indicates the use is not permitted in that district.

The RA district allows many land uses as an SR, provided the owner resides on the property, has state road frontage and limits building size to ten percent (10%) of the lot size. Although the use table above has been generalized, most objectionable land uses in the IND district are subject to the conditional use review process. Furthermore, any non-residential project exceeding the 12% built-upon area must also obtain SNIA approval. Refer to Section 21-113 of the Rowan County Zoning Ordinance for a specific comparison of uses allowed in the RA and IND districts.

Vicinity Conditions:

- *Site:* TP: 230-064 is currently vacant, unimproved property.
- *North and East:* Industrially zoned subdivisions providing sites for automotive racing, manufacturing and more intensive service related businesses
- *South:* Adjoining the site is a 4.74 acre RA zoned tract with a residence owned by C.W. Beuscher. South of the Buescher tract is a 219 acre RA parcel owned by Parymat, LLC that stretches from Shinn Farm Road east to and beyond Wilkinson Road. This tract is in Farm Use and has 40 acres in open land; 48 acres in pasture and 124 acres in woodlands.
- *West:* The Powers residence at 1015 Shinn Farm Rd; the Sechler residence at 945 Shinn Farm Rd; and the Hochstetler property at 825 Shinn Farm Rd are immediately adjacent to the site.

IV. Potential Impacts on Facilities such as Roads, Utilities, Schools

Roads: Shinn Farm Road (SR#1358) extends south of West NC 152 into Iredell County, becoming Juniper Road, and then travels back east intersecting with Wilkinson Road at the Rowan / Iredell county line. It is classified as a local road and as such, has no specific design capacity. The location and number of commercial drive accesses from the Z 01-18 site onto Shinn Farm Road will require issuance of a driveway permit(s) by NCDOT.

Available traffic count data from NCDOT were selected based on proximity to the site and include locations at: 1- West NC 152 at the Rowan / Iredell line; 2 - Wilkinson Rd / Gateway Dr at West NC 152; and 3- West NC 152 just west of its intersection with Deal Road, in the table below.

| SITE | 2010 | 2012 | 2014 | 2016 |
|-------------|-------------|-------------|-------------|-------------|
| 1 | 7700 | 7900 | 9000 | 9800 |
| 2 | 1700 | 1700 | 1800 | 1900 |
| 3 | 6300 | 6500 | 7400 | 8200 |

West NC 152 Highway is classified as a major thoroughfare and has a design capacity of 15,100 vehicles per day. Although under its design capacity, recommended 2040 future cross section of this road segment is a two lane with two way left turn lane and paved shoulders.

Utilities: Future development of the property will require use of ground water well and septic tank systems.

Schools: Not applicable.



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 01-18
Date Filed 12-11-17
Received By MEM
Amount Paid \$ 300.00
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: CAShe PROPERTIES LLC
Signature: Paul T. Callaway - Manager
Phone: 704-634-3584 Email: PAUL@CALLAWAY INDUSTRIAL.COM
Address: 112 PINTAIL RUN LANE, MOORESVILLE, N.C. 28117

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

Name: PAUL T. CALLAWAY
Signature: Paul T. Callaway
Phone: 704-634-3584 Email: PAUL@CALLAWAY INDUSTRIAL.COM
Address: 112 PINTAIL RUN LANE, MOORESVILLE, N.C. 28117

PROPERTY DETAILS:

Tax Parcel(s): 230 064 Size (sq.ft. or acres): 12.69 AC +/-
Property Location: SHINN FARM ROAD
Current Land Use: OPEN
Date Acquired: 12-6-2017 Deed Reference: Book 1300 Page 925

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District INDUSTRIAL-COMMERCIAL

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 ☐

AFFIDAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Cashe Properties LLC, 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): Paul T. Callaway - Manager

Date: 12-7-2017

Name of Applicant / Agent: PAUL T. CALLAWAY

Address: 112 PINEAPPLE RUN LANE, MOORESVILLE, NC 28117

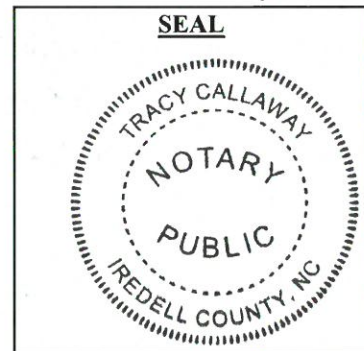
Phone Number: 704-634-3584

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 North Carolina COUNTY OF Iredell

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

My commission expires 11/21, 20 21.



OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: M E M 2. Planning Board

Courtesy Hearing: 1 / 22 / 18 3. Notifications Mailed: 1 / 12 / 18 4. Property Posted:

1 / 12 / 18 5. Planning Board Action: Approved ☐ Denied ☐ 6. Board of Commissioners

Public Hearing: / / 7. Notifications Mailed: / / 8. Property Posted:

 / / 9. Dates Advertised: 1st / / 2nd / / 10. BOC Action: Approved

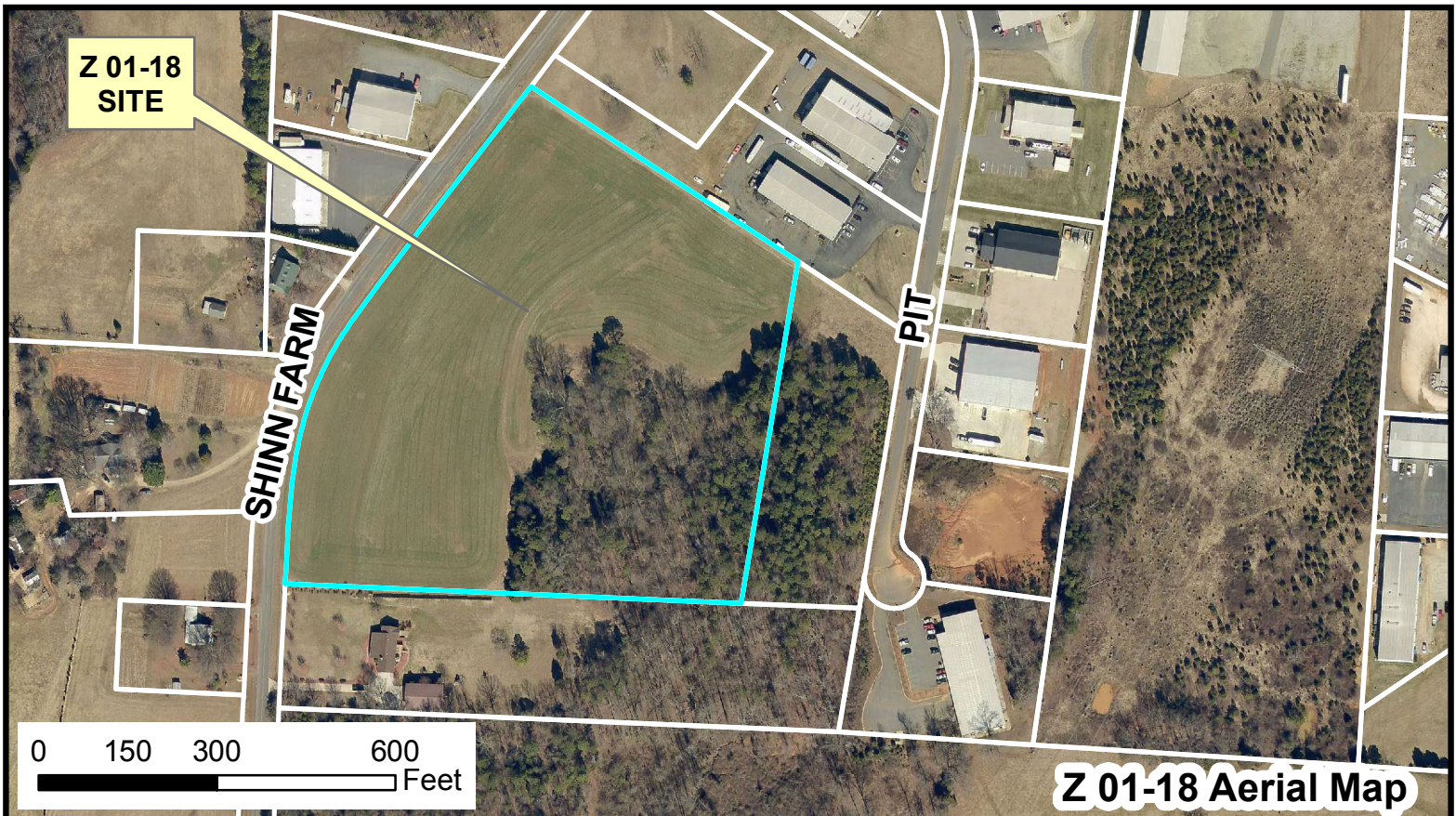
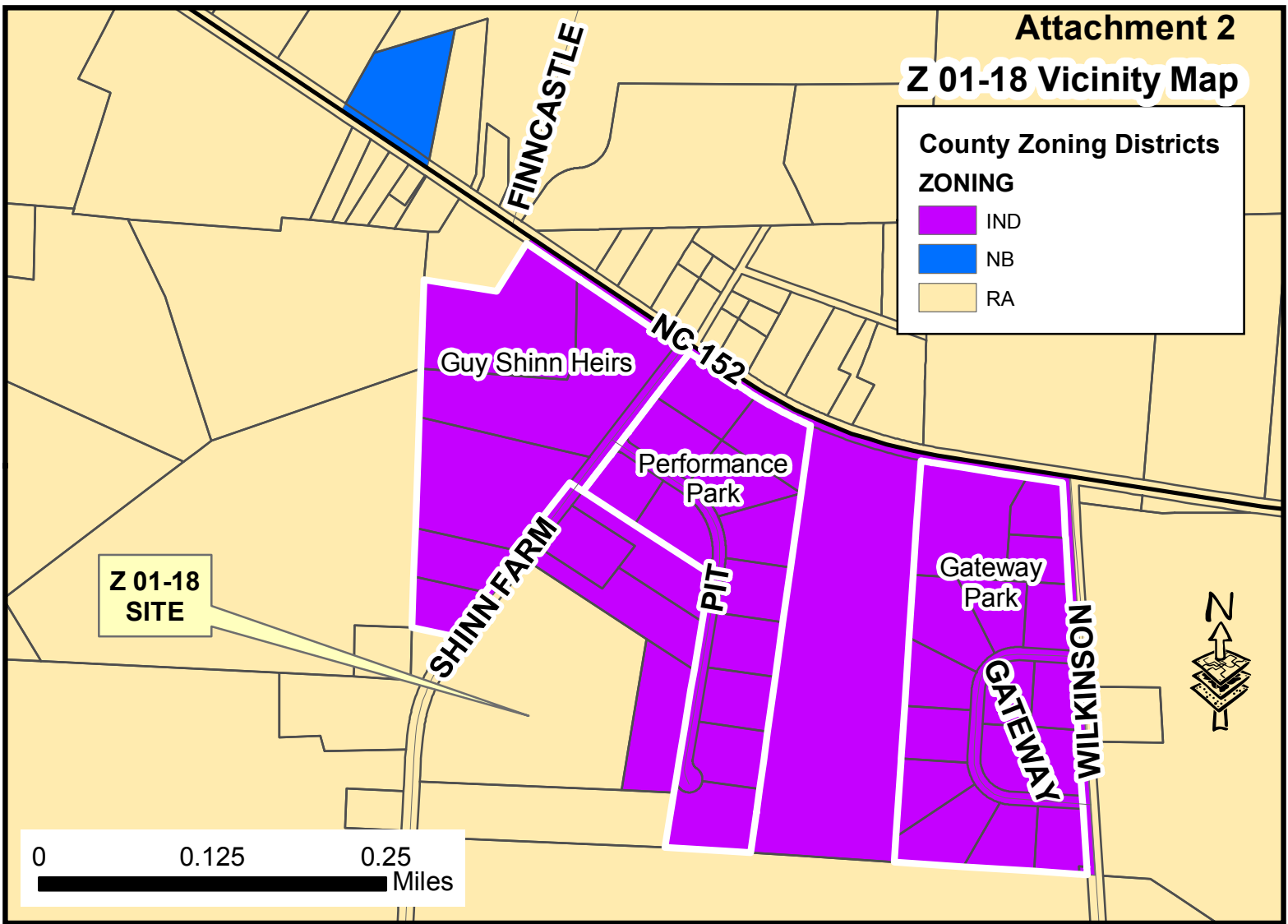
 Denied 11. Date Applicant Notified: / /

Z 01-18 Vicinity Map

County Zoning Districts

ZONING

- IND
- NB
- RA



Z 01-18 Aerial Map

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Nina Oliver, Public Health Director
DATE: 1-24-2018
SUBJECT: Margaret C Woodson Grant for Health Department Smile Center

Rowan County Health Department's (RCHD) Smile Center is applying for Margaret C Woodson Foundation Grant. We are seeking \$10,551.05 of funding from the Margaret C. Woodson Grant to replace old and worn dental equipment.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------------|--------------------|-------------|
| Margaret C Woodson Grant | 1/24/2018 | Cover Memo |

To: Rowan County Board of Commissioners
From: Nina Oliver, Public Health Director
Elizabeth Davis, Quality Improvement Specialist
Date: 1-24-2018
Re: Margaret C Woodson Grant

Situation

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

Background

The Smile Center is the dental home to thousands of Rowan County children a year regardless of ability to pay. The Smile Center is requesting new equipment to replace aging headpieces. The headpieces turbines sometimes stop working during appointments.

Assessment

Rowan County Health Department's (RCHD) Smile Center is applying for Margaret C Woodson Foundation Grant. We are seeking \$10,551.05 of funding from the Margaret C Woodson Grant. We will use this grant to replace old and worn dental equipment. Headpieces are beginning to break and need replacing, and we will order 10 headpieces.

Recommendation

The health department recommends that the Rowan County Board of Commissioners support and approve this opportunity for the Rowan County Health Department to apply for the Margaret C Woodson Foundation Grant. The Board of Health approved this grant on January 9th. The grant is due February 2nd.

Budget

| Item | Price per unit | Quantity | Total |
|--|----------------|----------|--------------|
| Handpiece- midwest rdh slow speed handpiece | \$ 708.90 | 2 | \$ 1,417.80 |
| Handpiece- 80E Low Speed Handpiece | \$ 483.65 | 4 | \$ 1,934.60 |
| Handpiece- Gentlemini Lux 4500Br | \$ 1,226.55 | 4 | \$ 4,906.20 |
| Curring Light, Soleil Supreme LED Curing Light | \$ 764.15 | 3 | \$ 2,292.45 |
| Total | | | \$ 10,551.05 |

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 F. Fayko, Director, Department of Social Services
DATE: January 23, 2018
SUBJECT: Robertson Foundation Grant Application Request

Rowan County One Church One Child is seeking permission to apply for the 2018 Robertson Foundation Grant for the purpose of purchasing beds and car seats for children involved in the child welfare system. Funds will be used to seek to prevent unsafe and dangerous sleeping arrangements and child trauma from a motor vehicle accident that could result in the injury or death of a child.

Thank you for your consideration of this request.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| 2018 Robertson Foundation Grant Request | 1/24/2018 | Cover Memo |

**The Blanche and Julian Robertson Family Foundation 2018 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon
Program Name :Safety First - New Beds/Car Seats for Neglected Kids**

Applicant View

Organization Information

| | |
|--|---|
| Organization Information | |
| *Organization Name: | Rowan County DSS Rowan One Church One Child Program |
| Mailing address: | |
| *Street Address | 1813 E. Innes Street |
| *City: | Salisbury |
| *State: | North Carolina |
| *Zip: | 28146 |
| *Telephone: | 704-267-7996 |
| Fax: | 704-638-3134 |
| Web Address: | www.rowancountync.gov/rococ |
| Application Contact Information | |
| *Salutation: | Rev. |
| *Contact First Name: | Jon |
| *Contact Last Name: | Hunter |
| *Title: | ROCOC Program Coordinator |
| *Telephone: | 704-267-7996 |
| *Email Address: | jon.hunter@rowancountync.gov |
| *Is the contact person listed above also the Executive Director? | No |
| *Executive Director First Name: | Donna |
| *Executive Director Last Name: | Fayko |
| Organization Status | |
| *Is the organization a tax exempt charitable organization 501(c)3: | No |
| Is your organization a: | |
| *Government tax-exempt unit: | Yes |
| *Accredited educational Institution: | No |
| *Is the organization an affiliate of the United Way? | No |
| *What are the current Assets of the organization? | \$35,554.00 |
| *Does your organization conduct an audit? | Yes |
| *What is your most recent audit date? | 6/30/2017 |
| *What is your annual operating budget? | \$56,800 |
| *List your income from the previous fiscal year: | \$52,444 |
| *List your expenses from the previous fiscal year: | \$47,931 |

Project Request Information

| | |
|---|--|
| Project Request Information | |
| *Project Title: | Safety First - New Beds/Car Seats for Neglected Kids |
| *Grant request amount: | \$9,800 |
| *Total Project Budget : | \$56,800 |
| *Start date: | 4/01/2018 |
| *Completion date: | 12/31/2018 |
| *Provide a brief project summary (Max words 50): | |
| ROCOC provides beds/car seats for children receiving Child Protective Services. DSS receives no government funds for beds/car seats. Beds/car seats are provided free to caregivers who receive no funding assistance, maintaining the child with the birth family, preventing the child from foster care placement, thus strengthening the family and community. | |
| *Describe your proposal in detail: (include objectives, background of project, demonstration of need and how funds will be used)? (Max words 500) | |

**The Blanche and Julian Robertson Family Foundation 2018 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon**

ROCOC is a partnership between RCDSS, 72 Rowan County churches, citizens, and community partners that assist children and teenagers from birth through age 21. The children are victims of abuse, neglect, or dependency who are actively receiving Child Protective or Foster Care Services from RCDSS.

ROCOC unites RCDSS, the faith community, foundations, 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. These entities donate financial gifts and provide grant funds to the RCDSS ROCOC Assistance Fund. Donated funds are managed by DSS and Rowan County Government Finance offices. 100% of funds are used for client assistance. Families may receive no more than \$650 in assistance. Social Workers must request assistance for a family through a case history referral form. Requests are screened, approved or denied by the ROCOC Program Coordinator and the Supervisor. The social worker or the family sign a receipt indicating receipt of the purchased items.

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

From January 2007 to December 31, 2017, assistance has been given to children, teenagers and families, 15,085 times. Purchases of life essential items rose from 365 in 2015 to 472 in 2016. This represents a 29% increase from the previous year. Life necessity purchases rose from 472 in 2016 to 550 in 2017, representing a 17% increase.

The most significant need continues to be beds for children and teenagers. In 2015, 59% of expenditures were spent on bed purchases. In 2016, 58.14% of total expenditures were spent on bed purchases. Bed purchase cost increased by 53% from 2015 to 2016, from \$15,073.22 to \$23,130.78.

Bed cost in 2017 were \$29,229.12. This is a 26% increase from 2016. Bed cost represented 61 % of 2017 total expenditures.

The safety and well being of Rowan County Children continues to be at the forefront of ROCOC's Mission. From 2012-2017, ROCOC purchased and provided new car seats for 99 children at a cost of \$5,041.57.

During the grant year, funds will be used to purchase new cribs, pack-n-plays, toddler beds, twin beds or bunk beds, mattresses and car seats. The beds and car seats will be provided to birth parents and relative caregivers, at no cost, seeking to prevent unsafe and dangerous sleeping arrangements and child trauma from a motor vehicle accident that could result in the injury or death of a child.

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

Salisbury Foundation - \$6,000.00 - received
Woodson Foundation - \$14,750.00 - requesting

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

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

| | |
|--|--|
| *What percentage of your annual budget is spent in Rowan County? | 90.11% - 100% of the total Project Budget is spent to purchase life essential items for Rowan County children. |
| *What percentage of your Grant project budget will be spent in Rowan County? | 100 |
| *Will local vendors be used for the project? | Yes |
| *How many people do you employ? | 0 |
| *What percentage of your employees live in Rowan County? | 100% |
| *How many people will be impacted by your project? | 2250 |

*What is a measurable result you expect to accomplish with this grant? Please be specific in your reply.

The project will provide age appropriate beds to approximately 300 Rowan County children and teenagers, who are receiving Child Protective Services, in order to prevent unsafe and dangerous sleeping arrangements, which could result in the injury or death of a child or teenager.

The Robertson Foundation Grant will provide 84 of the 300 beds to Rowan County children and teens if the grant is fully funded.

| | |
|--|-----|
| *Do you have another measurable result you expect to accomplish with this grant? | Yes |
|--|-----|

*Result 2:

100% of the children and teenagers who receive benefits from this grant will achieve permanency with their birth family or with a relative care provider and will not be placed in a foster or group home.

Stable home environments will be achieved for all 84 children who receive assistance from this grant.

The Blanche and Julian Robertson Family Foundation 2018 Grant Cycle - Rowan County DSS Rowan One Church One Child | Hunter, Jon

| | |
|---|-----|
| *Do you have another measurable result you expect to accomplish with this grant? | Yes |
| *Result 3: | |
| There is a continuous need to provide new car seats for parents with children ages 0-4. According to the NC Division of Motor Vehicles, in 2014-2015 (census data), 17% of children ages 0-4 were killed as a result of being unbelted and unseated in a car seat restraint. 40% of children ages 5-7 were killed due to being unbelted or unseated in a car seat. ROCOC wants to continue to partner with parents to make strides in promoting car safety of our children. ROCOC would like to provide families with new car seats to keep children safe in the event of a car accident. Grant funds will be used to purchase approximately 23 car seats for children. | |
| *How do you plan to fund this project in the future? Explain your sustainability plan (Max words 100): | |
| Funding streams are continually sought by the ROCOC Program Coordinator through member congregations, foundation grants, individual grants, individual donors, special fund raising projects, businesses, and civic groups. ROCOC is dependent upon the continued support of these entities in order to continue to serve abused and neglected children in Rowan County. | |

Organization Overview

| | |
|---|---|
| Organization Overview | |
| *Organization mission: | |
| Joining with RCDSS, churches, foundations, citizens, businesses and community partners as agents of change, to improve the lives of Rowan County children and teenagers traumatized by abuse and neglect. Providing life necessities for children in the care of parents or relatives who seek to offer a loving, stable, healthy and protective home environment. Keeping birth families intact, breaking the multi-generational cycle of abuse or neglect. Decreasing the need for parents to seek alternative ways to relieve stress or earn income through illegal activities, placing children at higher risk of trauma. | |
| *What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (50 words max) | |
| Rowan County, North Carolina - County-wide | |
| *Organization core services (100 words max): | |
| ROCOC provides children and teenagers with new beds, chest of drawers, car seats, high chairs, strollers, smoke and carbon monoxide detectors, personal hygiene items, underwear, socks, diapers, baby wipes, and school supplies. ROCOC also purchases used appliances and furniture for families. Children and teens can visit the ROCOC Assistance Center to receive gently used clothes, shoes, school uniforms, household items, cookware, flatware, small appliances, dishes, books, toys, baby items, blankets, comforters, sheets, and towels. THERE IS NO COST TO THE RECIPIENTS. | |
| *Address the qualifications of the organization and the person or persons who will lead this project: | |
| <p>The project is led by Rev. Jon Hunter, the ROCOC Program Coordinator. Rev. Hunter 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 member congregations; maintaining the participation of member congregations; and increasing financial and material good donations from member congregations, community partners and local foundations.</p> <p>The Program has won Best Practice Awards from the National One Church One Child Program and from the North Carolina Division of Social Services.</p> <p>In October, 2016, The Rowan County Board of Commissioners recognized Rev. Hunter for leading the Program to high achievement levels.</p> | |
| *Do you need licensing, zoning, or other regulatory approval to conduct the project? | No |
| *Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years? | Yes |
| *Year: | 2017 |
| *Grant amount: | \$5,000 |
| *Project: | Critical Support Services for Abused/Neglected Children |
| *Add another Grant year? | Yes |
| *year: | 2015 |
| *Grant amount: | \$5,000 |
| *Project: | Placement Support for Abused and Neglectd Children |
| *Add another Grant year? | Yes |
| *Year: | 2014 |

**The Blanche and Julian Robertson Family Foundation 2018 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon**

| | |
|--|--|
| *Grant amount: | \$5,000 |
| *Project: | Life Essential Needs for Abused and Neglected Children |
| Project Impact | |
| *What is the area of impact for your grant? Choose all that apply: | Children/Youth and Families |

Attachments

| | |
|--|--|
| Attachments | |
| Please upload the following documentation in support of your application: | |
| *Current list of Board of Directors or Board of Trustee: (Please identify Gender & Race) | 2018 ROCOC Board of Directors.pdf |
| *Recent 990 Form or financial report: | 2017 ROCOC Financial Report Signed.pdf |
| *IRS 501 (c) 3 or appropriate tax determination status letter: | |
| *Project budget: | 2018 ROCOC ROBERTSON FOUNDATION PROJECT BUDGET.pdf |
| *Organization's annual budget for current fiscal year, including income and expenses: | ROCO 2018 PROJECTED REVENUE AND EXPENSES.pdf |
| *Organization's annual budget for the previous year, including income and expenses: | Current Fiscal Year Actuals (2017).pdf |
| Please submit any pictures that correlate with your project: | 2017 Expenditure Comparison Chart FINAL COPY.pdf |

Certification

| | |
|---|------------------------------|
| Certification | |
| *Do you certify that this application has been reviewed by the organization's governing body and chief executive officer and approved for submission, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be addressed: | Yes |
| *Signature of Representative requesting grant: | Jon Hunter 1/08/2018 3:32 PM |

The Blanche and Julian Robertson Family Foundation 2018 Grant Cycle - Rowan County DSS Rowan One Church One Child | Hunter Jon

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 – W/M
Lisa Berger - RCDSS Children's Services Program Administrator – W/F
Micah Ennis - RCDSS Children's Services Program Manager – W/F
Donna Fayko - RCDSS Director – W/F
Beverly Mobley - RCDSS Child and Family Team Meeting Facilitator – AA/F
Nadean Quarterman - RCDSS Support Services Unit Supervisor – AA/F

RCDSS Staff Board Members with Rotating Membership

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

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

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

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

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

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

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

Board of Social Services

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

Rowan County Board of Commissioners

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

2017 Annual Year Actuals

Section One: 2017 Revenue

| Funding Sources | Amount |
|---|------------------|
| Donations from Individuals, Businesses, Organizations, and Concert Love Offerings | 12,942.68 |
| Church Donations | 10,501.64 |
| Foundation Grants | 29,000.00 |
| Total Income | 52,444.32 |

Section Two: 2017 Expenses

| Funding Sources | Amount |
|---|------------------|
| Beds (Full, Twin, Bunkie, Crib, Pack-n-Play) | 29,229.12 |
| Utilities, Rent, and Food | 499.99 |
| Appliances | 4,824.51 |
| Furniture | 3,885.39 |
| Car and Booster Seats | 1,160.43 |
| 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, baby bottles, cleaning supplies. | 8,332.03 |
| 2017 Total Expenses | 47,931.47 |

Approved by Kelly Johnson

Rowan County Department of Social Services Budget Analyst

Signature Kelly Johnson

Date 1/5/2018

**The Blanche and Julian Robertson Family Foundation 2018 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon
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 | \$ 6,000.00 | Committed |
| Margaret C. Woodson Foundation | \$ 14,750.00 | Requested |
| The Blanche and Julian Robertson Family Foundation | \$ 9,800.00 | Requested |
| Uwharrie District of the UMC | \$ 3,250.00 | Will request in next grant cycle. |
| First UCC Foundation | \$ 1,000.00 | Will request in next grant cycle. |
| Member Congregations | \$ 10,000.00 | Anticipated |
| Individuals and businesses | \$ 12,000.00 | 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 | \$ 35,000.00 | \$ 8,550.00 |
| Used Appliances | \$ 6,250.00 | |
| Used furniture and new chest of drawers | \$ 5,250.00 | |
| Utility and rent assistance | \$ 1,000.00 | \$ - |
| Diapers, wipes underwear, socks | \$ 1,200.00 | \$ - |
| Car and booster seats | \$ 1,700.00 | \$ 1,250.00 |
| Personal hygiene items | \$ 400.00 | \$ - |
| Baby Items- formula, high chairs, strollers, baby gates | \$ 800.00 | \$ - |
| Pest extermination supplies for homes | \$ 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 | \$ 9,800.00 |

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

**The Blanche and Julian Robertson Family Foundation 2018 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon
2018 Project Budget Template**

Rowan County DSS Rowan One Church One Child Program

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

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

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, school uniforms, plastic storage bins for clothes, clothes, and shoes.

2018 ROCOC Projected Budget

Section One: 2018 Projected Revenue

| Funding Sources | Amount |
|--|------------------|
| Woodson Foundation | 14,750.00 |
| First United Church of Christ Foundation | 1,000.00 |
| Robertson Foundation | 9,800.00 |
| Salisbury Foundation | 6,000.00 |
| Uwharrie District of the UMC | 3,250.00 |
| Donations from Churches | 10,000.00 |
| Donations from Individuals | 12,000.00 |
| | |
| Total Income | 56,800.00 |

Section Two: 2018 Projected Expenses

| Funding Sources | Amount |
|---|------------------|
| Beds (Full, Twin, Bunkie, Crib, Pack-n-Play) | 35,000.00 |
| Used Appliances | 6,250.00 |
| Used Furniture and new chest of drawers | 5,250.00 |
| Utility and rent assistance | 1,000.00 |
| Diapers, wipes, underwear and socks | 1,200.00 |
| Car and booster seats | 1,700.00 |
| Personal Hygiene Items | 400.00 |
| Baby Item - formula, high chairs, strollers, baby gates | 800.00 |
| Pest extermination supplies for children's homes | 1,200.00 |
| Child safety items | 350.00 |
| Links Birthday Cards | 250.00 |
| Other life essential items | 3,400.00 |
| | |
| 2018 Projected Expenses | 56,800.00 |

2017 Annual Year Actuals

Section One: 2017 Revenue

| Funding Sources | Amount |
|--|------------------|
| Donations from Individuals, Businesses, Organizations, and Concert Offerings | 12,942.68 |
| Church Donations | 10,501.64 |
| Foundation Grants | 29,000.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| Total Income | 52,444.32 |

Section Two: 2017 Expenses

| Funding Sources | Amount |
|---|------------------|
| Beds (Full, Twin, Bunkie, Crib, Pack-n-Play) | 29,229.12 |
| Utilities, Rent, and Food | 499.99 |
| Appliances | 4,824.51 |
| Furniture | 3,885.39 |
| Car and Booster Seats | 1,160.43 |
| 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, baby bottles, cleaning supplies. | 8,332.03 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| 2017 Total Expenses | 47,931.47 |

The Blanche and Julian Robertson Family Foundation 2018 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon

| | | | | |
|---|---------------------------------------|--------------|--------------|--------------|
| <div> <div>Rowan One Church One Child</div> <div>Rowan County Department of Social Services</div> <div>Expenditure Comparison Chart</div> <div>January 1 - December 31</div> </div> | | | | |
| | | | | |
| Type of purchase | 2014 | 2015 | 2016 | 2017 |
| Beds, mattresses, cribs, bassinets, pack-n-plays | \$ 14,452.72 | \$ 15,073.22 | \$ 23,091.79 | \$ 29,229.12 |
| Appliances and Furniture | \$ 2,955.18 | \$ 2,379.25 | \$ 4,512.79 | \$ 8,709.90 |
| Utilities, Rent, & Food | \$ 1,676.29 | \$ 1,516.17 | \$ 1,726.55 | \$ 499.99 |
| Booster and car seats | \$ 700.41 | \$ 592.46 | \$ 2,054.16 | \$ 1,160.43 |
| 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, school uniforms, plastic storage bins for clothes, clothes, shoes, Links Birthday Gift Cards (for 12 children) Teens age 16-18 participating in the RCDSS Independent Living Training Program. | \$ 2,210.90 | \$ 6,154.19 | \$ 8,327.70 | \$ 8,332.03 |
| | | | | |
| TOTALS | \$ 21,995.50 | \$ 25,715.29 | \$ 39,712.99 | \$ 47,931.47 |
| | | | | |
| | | | | |
| Purchase Increase Percentages Comparisons | | | | |
| January 1 – December 31 | Total Percent of Expenditure Increase | | | |
| 2014-2015 | 17% | | | |
| 2015-2016 | 54% | | | |
| 2016-2017 | 21% | | | |
| | | | | |
| Growth from 2014 to 2017 | 118% | | | |

***The Blanche and Julian Robertson Family Foundation 2018 Grant Cycle - Rowan County
DSS Rowan One Church One Child | Hunter, Jon***

| | | | | |
|---|---|--|--|--|
| | | | | |
| | | | | |
| Bed Cost Percentages of Total Expenditures | | | | |
| <u>January 1 – December 31</u> | <u>Bed Cost Percentages of Total Expenditures</u> | | | |
| <u>2014</u> | 66% | | | |
| <u>2015</u> | 59% | | | |
| <u>2016</u> | 58% | | | |
| <u>2017</u> | 61% | | | |
| Average percent of bed cost of total budget 2014-2017 | 61% | | | |

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: January 26, 2018
SUBJECT: Donation of Surplus Equipment to Cleveland Police Department

Please see attached memo.

Please declare as surplus property the five tasers and associated equipment shown on the attached memo and approve Sheriff Auten's request to donate them to the Cleveland Police Department.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-------------|
| Donation of Surplus Equipment to Cleveland Police Department | 1/25/2018 | Cover Memo |



ROWAN COUNTY SHERIFF'S OFFICE

Kevin L. Auten, Sheriff

232 North Main Street, Salisbury, N.C. 28144

Main Office: 704-216-8700 Fax: 704-216-8674

To: Chief Bradford Weaver – Town of Cleveland Chief of Police

From: Sheriff Kevin Auten

Re: Donating Taser X26 ECW's


Date: December 11, 2017

The Rowan County Sheriff Office is donating five Taser X26 Electronic Charged Weapons to the Cleveland Police Department. These Tasers were deemed surplus and not in use by the Rowan County Sheriff's Office. Each comes with a holster and an extra cartridge holder. Here is a list of the serial numbers:

1. X00-622030
2. X00-504378
3. X00-504354
4. X00-504302
5. X00-506600

Signed: _____
Chief Bradford Weaver

Date: _____

Signed:  _____
Sheriff Kevin L. Auten

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: Finance Department
DATE: January 26, 2018
SUBJECT: Martin Starnes - Amendment to FY 2017 Audit Contract

Please see attached Amendment to Contract to Audit Accounts.

Please approve attached Amendment to Contract to Audit Accounts.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-----------------|
| Martin Starnes - Amendment to FY 2017 Audit Contract | 1/26/2018 | Backup Material |

AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS

Whereas, Martin Starnes & Associates, CPAs, P.A. and Rowan County, NC
Audit Firm Primary Governmental Unit

and N/A entered into a contract dated April 27, 2017,
Discretely Presented Component Unit (DPCU) if applicable

in which the auditor agreed to audit the accounts of Rowan County, NC and
Primary Governmental Unit

N/A for fiscal year ended June 30, 2017
Discretely Presented Component Unit (DPCU) if applicable

and to render its audit report on or before October 31, 2017. It is now necessary that the audit completion and report submission be delayed past this date for the following reason (s):

This amended contract is to request an extension of the due date due to implementation of the second phase of a software conversion, turnover in key accounting positions and staff dealing with an extended family illness.

The auditor, the Governmental Unit, and DPCU if applicable, agree that the time for completion of the audit and submission of the audit Report by the auditor to the Governmental Unit and the Local Government Commission is extended to

February 28, 2018.

Contract to Audit Accounts (cont.)

Rowan County, NC

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

Audit Firm Signature:

Martin Starnes & Associates, CPAs, P.A.

Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager

Authorized audit firm representative name: Type or print



Signature of authorized audit firm representative

Signature Date January 16, 2018

amcghinnis@martinstarnes.com

Email Address of Audit Firm

Governmental Unit Signatures:

Rowan County, NC

Name of Primary Government

By Greg Edds, Chairman

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Signature Date

By N/A

Chair of Audit Committee - Type or print name

N/A

**Signature of Audit Committee Chairperson

Signature Date N/A

**** If Governmental Unit has no audit committee, mark this section "N/A"**

N/A

**Date Primary Government Governing Body Approved
Amended Audit Contract - G.S. 159-34(a)**

1 / 18

Pre-Audit Certificate to be completed if the Primary Government audit fee is changed in the Amended Contract:

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Leslie Heidrick, Assistant County Manager/Finance Director

Primary Governmental Unit Finance Officer:

Type or print name



Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

leslie.heidrick@rowancountync.gov

Email Address of Finance Officer

Contract to Audit Accounts (cont.)

Rowan County, NC

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

**** This page to be completed by Discretely Presented Component Unit named in this Audit contract****

DPCU Governmental Unit Signatures:

N/A

Name of Discretely Presented Government

By N/A

DPCU Board Chairperson: Type or print name and title

N/A

Signature of Chairperson of DPCU governing board

Signature Date N/A

By N/A

Chair of Audit Committee - Type or print name

N/A

**

Signature of Audit Committee Chairperson

Signature Date N/A

**** If Discretely Presented Government Unit has no audit committee, mark this section "N/A"**

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

N/A

Pre-Audit Certificate to be completed if the DPCU audit fee is changed in the Amended Contract:

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By N/A

DPCU Finance Officer:

Type or print name

N/A

DPCU Finance Officer Signature

Date N/A

(Pre-audit Certificate must be dated.)

N/A

Email Address of Finance Officer

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

Steps to Completing the Amended Audit Contract

1. **Complete all parts of the Header Information** – Include the audit firm name, Unit name, Discretely Presented Component Unit (DPCU) name if applicable (indicate N/A if not applicable), original contract date, fiscal year end date, and original audit report due date.
2. **Explanation for Amending Audit contract** - Previously we required a separate letter of explanation to accompany amended audit contracts. The explanation is now to be included in the body of the amended audit contract detailing the reason for the extension of time request and the steps the unit and auditor will take to prevent a recurrence of lateness with subsequent year's audits.
3. **Signature Area** – The same people that signed the original audit contract must also sign the amended audit contract. If there has been a change in staff of the person(s) who signed the original audit contract, indicate this in the explanation area of the amended contract. Make sure all applicable signatures are evident and properly dated. NOTE - If the original audit contract named and included auditing a DPCU that is a *Public Authority under the Local Government Budget and Fiscal Control Act*, the Board chairperson (and finance officer if there is a fee change) of the DPCU **must also sign** the amended audit contract in the areas indicated on Page 3.
4. **Governing Board Approval** - Amended audit contracts must ALSO be approved by the Unit's governing board pursuant to G.S. 159-34(a). Indicate this new date on the amended contract under the signatures on Page 2. This includes the date the DPCU governing board approved the amended audit contract (if applicable) on page 3.
5. **Pre-Audit Certificate** is to be completed by the finance officers if there is a change in fee. This should be noted in the explanation.
6. **Reminders:**
 - a. Provide correct email addresses for the audit firm and Unit finance officer as these will be used to communicate official approval of the audit contract.
 - b. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or legibly printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
7. **Sending amended audit contract** - After all the signatures have been obtained and the amended audit contract and is complete, please convert the signed contract into PDF form and submit it for LGC approval. Send the amended audit contract using the most current audit contract submission process. The current process will be found at the NC Treasurer's web site at the following link – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.
and the Peer Review Committee of the North Carolina Association
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 21, 2015

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3511 Shannon Road
Suite 100
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: January 26, 2018
SUBJECT: Talbert, Bright & Ellington - WA #3708-1701

Please see the attached Work Authorization.

Please approve the attached Work Authorization #3708-1701 with Talbert, Bright & Ellington, Inc. for tree removal and grading services at the Mid-Carolina Regional Airport. An independent fee estimate has been obtained and the County has received approval of this Work Authorization from NCDOT Division of Aviation.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-----------------|
| Talbert, Bright & Ellington - WA #TBE 3708-1701 | 1/26/2018 | Backup Material |

WORK AUTHORIZATION

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

**FOR:
TREE REMOVAL AND GRADING**

**AT:
MID-CAROLINA REGIONAL AIRPORT**

**REFERENCING:
NCDOT-DOA #: TBD**

TBE #3708-1701

December 22, 2017

I. PROJECT SUMMARY

This project will include the clearing of trees inside the critical area of the Runway 20 MALSR, and the clearing and grubbing of trees for a new landing zone for the current sky diving tenant. Currently, the critical zone of the Runway 20 MALSR is beginning to be penetrated by trees. During the project, trees located on Airport property that are within 200' of the extended runway centerline (totaling a 400' wide section) will be removed by use of clearing and grinding. The Airport is looking to move the sky dive operation to the west side of the airfield to give the operators a larger landing zone and move them farther away from aircraft traffic. This 800' x 800' landing zone will be cleared and grubbed to ensure a usable landing zone, and will be fine graded to prevent ruts and drop-offs.

The services included for this project will be environmental documentation, design and bidding in a lump sum format. All items are necessary to ensure removal is complete for all trees located in the critical area of the Runway 20 MALSR, and that a suitable landing zone can be obtained for sky dive operations.

The environmental documentation, design and bidding services for this project will be funded using FAA Non-Primary Entitlement (NPE) funding.

Included in this project will be the completion of a Documented Categorical Exclusion for the on-airport tree removal. It is anticipated that this project will be categorically excluded and no permitting or mitigation will be required. During the Documented Categorical Exclusion, a Biologist will survey the site to look for any signs or habitats of endangered species, and an Archaeologist will complete a survey to identify any archaeological resources within the area of the new sky dive drop zone.

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Engineering and Planning Services will be provided for preparation of the environmental documentation, design, and bidding of the contract drawings for the proposed tree obstruction removal, as depicted in the attached exhibit, for Mid-Carolina Regional Airport in accordance with the Master Contract dated January 9, 2014.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A1 and B of the Master Contract. The work shall be performed in accordance with the Master Contract as a lump sum of \$64,476.70 including \$4,865.78 for expenses. Special services shall be performed on a not to exceed basis with a budget of \$4,500.00. The total value of this Work Authorization shall not exceed \$68,976.70 without additional authorization.

III. DESIGN CRITERIA AND REQUIREMENTS

- ADO Generated "Airport Sponsor Grant Expectations"
- FAA AC 150/5300-13A; Airport Design
- FAA AC 150/5340-30H; Operational Safety On Airports During Construction
- FAA AC 150/5370-10G; Standards for Specifying Construction on Airports

IV. WORK TASKS

DOCUMENTED CATEGORICAL EXCLUSION

TASK 1: STATE, FEDERAL, AND LOCAL AGENCY COORDINATION

Coordination will include ongoing public relation activities to ensure that the agencies are kept informed of the project's progress. Activities to be conducted for this task are as follows:

1. Continuing research and communication with state, federal, and local environmental agencies.
2. Preparation of a scoping letter for the North Carolina State Clearinghouse advising of the Mid-Carolina Regional Airport's intent to proceed with the preparation of a Categorical Exclusion.

The intended deliverables for this submittal shall include:

- A. Scoping letter.

ASSUMPTION:

1. *The Consultant will not attend any agency meetings that may result as part of the scoping process.*

TASK 2: DOCUMENTED CATEGORICAL EXCLUSION CHECKLIST

The environmental impact determination will be conducted in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), *FAA Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions* (April 28, 2006), *FAA Order 1050.1F Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015).

A Categorical Exclusion Checklist will be prepared; however, only three (3) specific environmental impact categories will be assessed.

1. BIOLOGICAL RESOURCES

- A. ENDANGERED AND THREATENED SPECIES OF FLORA AND FAUNA –** Reference information on threatened, endangered, and other rare species and critical habitats, as listed by the United States Fish and Wildlife Service (USFWS) will be reviewed. Coordination with USFWS will be conducted.

ASSUMPTION:

- 1. A Protected Species Assessment Report will be prepared.*
- 2. A letter to USFWS for agency concurrence with the developed nature of the site will be prepared.*

2. WATER RESOURCES

- A. WETLANDS –** A desktop review of previous jurisdictional wetland delineations will be conducted. Coordination with the United States Army Corps of Engineers (USACE) will be conducted as part of the agency coordination process.

ASSUMPTIONS:

- 1. A Jurisdictional Determination (JD) Request Package will not be prepared.*
- 2. Should wetlands be identified during the protected species assessment, a supplemental agreement to this work authorization will be prepared prior to completion of the CATEX.*

3. HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

An archaeological survey to determine the nature and distribution of archaeological resources within the proposed sky dive drop zone will be conducted. This survey will attempt to identify archaeological resources and evaluate identified resources for their potential to meet the criteria of significance of the National Register of Historic Places (NRHP). This investigation will involve thorough background research and limited field investigations.

ASSUMPTIONS:

1. *No consultation with the Indian Tribes will be conducted. Should it be determined that consultation is required, this will be prepared as an amendment to this contract.*
2. *No historic or architectural resources will be evaluated. Prior reports prepared for RUQ will be utilized.*
3. *No archaeological investigations will be conducted, as directed by NCDOT-DOA (Rachel Bingham, December 19, 2017). Should it be determined by the SHPO during the scoping process that an archaeological investigation is required, this will be prepared as an amendment to this contract.*
4. *If the SHPO determines that a Phase II Cultural Resources Survey is necessary, this task will be performed under a contract amendment.*
5. *Should it be determined that a Memorandum of Understanding (MOU) is required, this will be prepared as an amendment to this contract.*

TASK 3: DRAFT DOCUMENTED CATEGORICAL EXCLUSION

A draft CE will be prepared in accordance with the requirements of National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), *FAA Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions* (April 28, 2006), *FAA Order 1050.1F Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015), utilizing the technical material previously collected (Task 3). The document will be concise and will include support documents, as necessary. One (1) electronic copy of the draft CE will be distributed for review and comment. The draft CE will address the CE checklist.

ASSUMPTIONS:

1. *Appendices will be included in the Documented CATEX document.*
2. *The County and NCDOT-DOA will review the preliminary draft CE document concurrently and will provide comments to the Engineer.*

The intended deliverables for this submittal shall include:

- A. One (1) electronic copy of the preliminary draft CE for review.
- B. One (1) electronic copy of the draft CE for review.
- C. One (1) electronic copy of the draft final CE for review.

TASK 4: FINAL DOCUMENTED CATEGORICAL EXCLUSION

The draft CE will be revised in accordance with the appropriate regulatory guidance referenced in Task 4. One (1) electronic copy of the final CE will be distributed for review and comment. Comments will be incorporated and one (1) electronic copy of the approved final CE will be prepared.

ASSUMPTIONS:

1. *The County and NCDOT-DOA will review the final Documented CE concurrently and will provide comments to the Engineer.*
2. *The Engineer will assume one (1) concurrent independent review prior to approval of the final CE.*

The intended deliverables for this submittal shall include:

- A. One (1) electronic copy of the preliminary final CE for review.
- B. One (1) electronic copy of the draft final CE for review.
- C. One (1) electronic copy of the final CE for review.

BASIC SERVICES

The Engineer will prepare one (1) set of bidding documents as part of the Design Phase services for review and comment. This project will include the removal of all trees located in the critical area of the Runway 20 MALSR, and the clearing and grubbing of an 800' x 800' landing zone suitable for sky dive operations.

DESIGN PHASE SUBMITTAL (90%):

This design phase is intended to reflect the limits of the tree removal. The Engineer will provide the 90% design documents for review and comment by the client, the local authorities/stakeholders and the NCDOT-Division of Aviation. Also included in design will be the submission of the CSPP for review by the NCDOT – Division of Aviation. Once comments from the Division of Aviation have been addressed, the CSPP and 7460 will be submitted on the OE/AAA site for FAA review.

The intended deliverables for this submittal shall include:

- A. Itemized estimated cost of construction.
- B. Bidding documentation, including general conditions, special provisions and technical specifications, and proposed clearing drawings in PDF format:
 1. Cover Sheet
 2. Quantities and General Notes
 3. Construction Safety and Phasing Plan (CSPP)
 4. Phasing Notes and Details
 5. Tree Removal Plan
 6. Grading and Drainage Plan
 7. Sediment and Erosion Control Plan
 8. Sediment and Erosion Control Details
 9. Miscellaneous Details
- C. Coordination and Review Meetings: the consultant shall engage in a 90% design review meeting with the airport representatives AND the state/federal agency providing the funding.
- D. Any other information deemed germane to the submittal.

DESIGN PHASE SUBMITTAL (100%):

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

The intended deliverables for this submittal shall include:

- A. Final Engineering Report (Signed and Sealed)
- B. Itemized estimated cost of construction.
- C. Bidding documentation, including general conditions, special provisions and technical specifications, and proposed clearing drawings in PDF format:
 - 1. Cover Sheet
 - 2. Quantities and General Notes
 - 3. Construction Safety and Phasing Plan
 - 4. Phasing Notes and Details
 - 5. Tree Removal Plan
 - 6. Grading and Drainage Plan
 - 7. Sediment and Erosion Control Plan
 - 8. Sediment and Erosion Control Details
 - 9. Miscellaneous Details
- D. Coordination and Review Meetings: the consultant shall engage in a 90% design review meeting with the airport representatives AND the state/federal agency providing the funding.
- E. Any other information deemed germane to the submittal.

BIDDING PHASE:

The Engineer will place and pay for the classified advertisement for Mid-Carolina Regional Airport. Engineer will attend one (1) pre-bid meeting and one (1) bid opening for the schedule of work. The Engineer will provide a bid tabulation of bids, a letter confirming bidders are NCDOT qualified or have met the FAA AC criteria, and a submittal of DBE participation proposed by the lowest responsive bidder to NCDOT-Division of Aviation for review and concurrence. Upon receipt of written approval from NCDOT-Division of Aviation, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner.

SPECIAL SERVICES

Task 1 – Threatened and Endangered Species

The Threatened and Endangered Species assessment will determine and report if current conditions of the site are suitable for federal and state protected terrestrial species (plants and animals occurring on land) that are or have been documented by the U.S. Fish and Wildlife Services and/or the North Carolina Natural Heritage Program.

V. PROJECT SCHEDULE

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

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

It is assumed that the design will follow standard FAA and NCDEQ requirements with funding being provided by one grant. The schedule of work will include the removal of all trees located in the critical area of the Runway 20 MALSR, and the clearing and grubbing of an 800' x 800' landing zone suitable for sky dive operations. It is also assumed that the project will be formally bid and that at least three (3) responsive bids will be obtained during the first bid opening for each of the above schedules, so only one (1) bid opening is required consistent with North Carolina Bidding Statutes. See Section "I" and "II" above for additional assumptions related to the proposed scope of services.

VII. OTHER

Not applicable for this phase of work.

VIII. CONTACT/CLOSING

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

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

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

BY:

BY:

TITLE:

TITLE:

DATE:

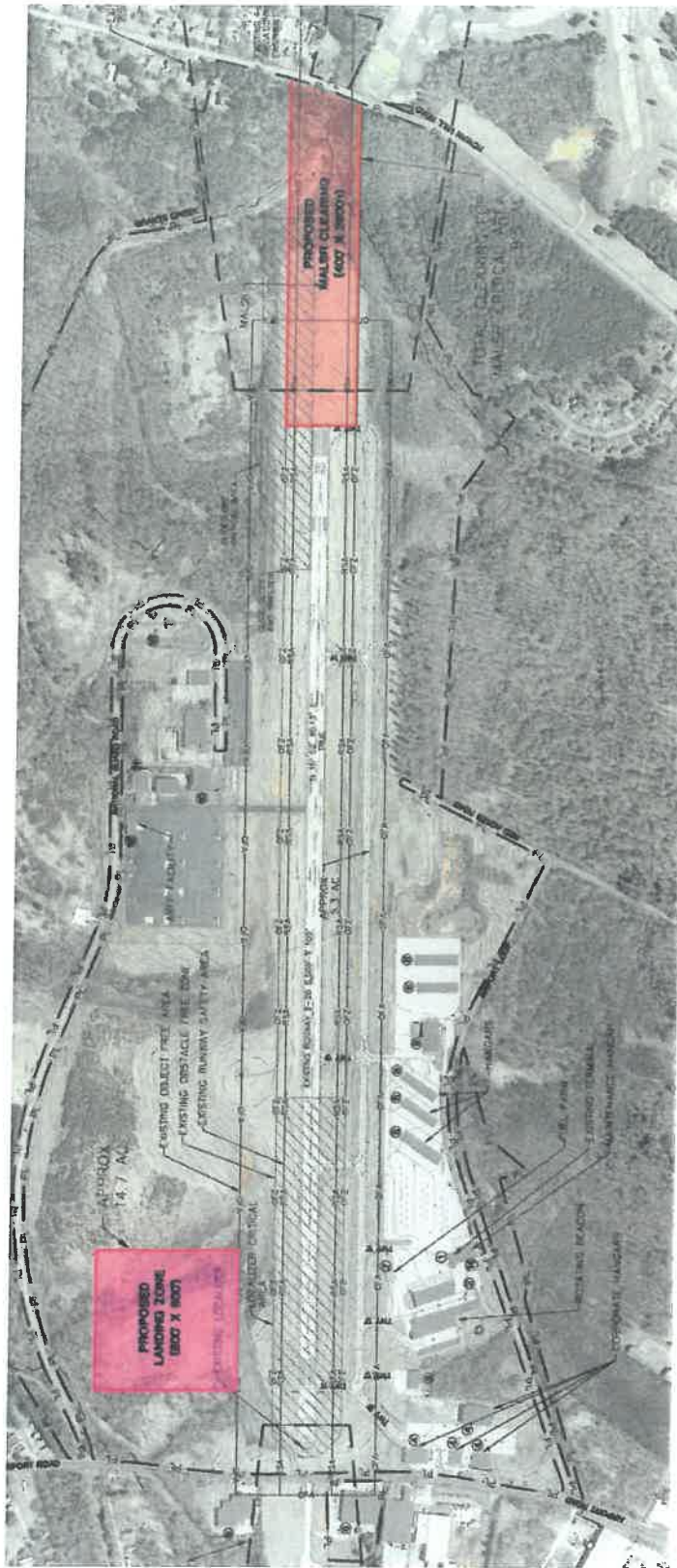
DATE:

WITNESS:

WITNESS:

ENGINEER PROJECT MANAGER
CONTACT INFORMATION:

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



APPENDIX A: DELIVERABLES


1. Categorical Exclusion
2. Cover Sheet
3. Quantities and General Notes
4. Construction Safety and Phasing Plan
5. Phasing Notes and Details
6. Tree Removal Plan
7. Grading and Drainage Plan
8. Sediment and Erosion Control Plan
9. Sediment and Erosion Control Details
10. Miscellaneous Details

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

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


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

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

| | | | | | |
|--|-------------------------------------|--|------------|---|--------------------|
| TALBERT, BRIGHT & ELLINGTON | | MAN-HOUR/FEE ESTIMATE SUMMARY PAGE MID-CAROLINA REGIONAL AIRPORT TREE REMOVAL AND GRADING | |  DIVISION OF AVIATION | |
| GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected. | | | | | |
| BASIC AND SPECIAL SERVICES: LABOR SUMMARY | | | | | |
| MAJOR TASK: | MAJOR TASK DESCRIPTION: | | | | COST: |
| TASK A - LABOR | (A-102) ENVIRONMENTAL DOCUMENTATION | | | | \$4,199.65 |
| TASK B - LABOR | (A-104) DESIGN PHASE | | | | \$43,618.46 |
| TASK C - LABOR | (A-104) BIDDING PHASE | | | | \$11,792.81 |
| TASK D - LABOR | | | | | \$0.00 |
| TASK E - LABOR | | | | | \$0.00 |
| TASK F - LABOR | | | | | \$0.00 |
| TASK G - LABOR | | | | | \$0.00 |
| TASK H - LABOR | | | | | \$0.00 |
| TASK I - LABOR | | | | | \$0.00 |
| TASK J - LABOR | | | | | \$0.00 |
| TASK K - LABOR | | | | | \$0.00 |
| SUBTOTAL LABOR: | | | | | \$59,610.92 |
| BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST | | | | | |
| TASK A - EXPENSES | (A-102) ENVIRONMENTAL DOCUMENTATION | | | | \$0.00 |
| TASK B - EXPENSES | (A-104) DESIGN PHASE | | | | \$2,374.14 |
| TASK C - EXPENSES | (A-104) BIDDING PHASE | | | | \$2,491.64 |
| TASK D - EXPENSES | | | | | \$0.00 |
| TASK E - EXPENSES | | | | | \$0.00 |
| TASK F - EXPENSES | | | | | \$0.00 |
| TASK G - EXPENSES | | | | | \$0.00 |
| TASK H - EXPENSES | | | | | \$0.00 |
| TASK I - EXPENSES | | | | | \$0.00 |
| TASK J - EXPENSES | | | | | \$0.00 |
| TASK K - EXPENSES | | | | | \$0.00 |
| SUBTOTAL NON-SALARY DIRECT COSTS: | | | | | \$4,865.78 |
| SUBCONSULTANTS OR SUBCONTRACTORS | | | | | |
| (A-102) Threatened and Endangered Species | PROVIDED BY: | S&ME | \$4,500.00 | | |
| | PROVIDED BY: | | | | |
| | PROVIDED BY: | | | | |
| | PROVIDED BY: | | | | |
| | PROVIDED BY: | | | | |
| | PROVIDED BY: | | | | |
| | PROVIDED BY: | | | | |
| | PROVIDED BY: | | | | |
| | PROVIDED BY: | | | | |
| SUBTOTAL OF SUBCONSULTANTS: | | | | | \$4,500.00 |
| TOTAL FEE: | | | | | \$68,976.70 |
| PREPARED BY: | | J. ANDREW SHOOK, P.E. | | SPONSOR: | |
| TITLE: | | PROJECT MANAGER | | KEVIN DAVIS | |
| REPRESENTING: | | TALBERT, BRIGHT & ELLINGTON | | TITLE: | |
| DATE: | | 12/19/2017 | | AIRPORT DIRECTOR | |
| | | | | WBS NUMBER: | |
| | | | | WBS # | |
| | | | | SIGNATURE: | |

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
MID-CAROLINA REGIONAL AIRPORT
TREE REMOVAL AND GRADING



DIVISION OF AVIATION

TRANSPORTATION

DATE: 12/19/2017

BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

| TASK A | (A-102) ENVIRONMENTAL DOCUMENTATION | Principal | Project Manager | Senior Planner | Engineer 5 | Engineer 4 | Engineer 2 | Cad Tech | Admin | Open | Open | Total Hours Per Task | Total Task Cost |
|---------------------------------------|--|-----------|-----------------|----------------|------------|------------|------------|----------|----------|--------|--------|----------------------|-----------------|
| Task A.1 | State, Federal and Local Coordination | | | 4 | | | | | | | | 4 | \$ 192.00 |
| Task A.2 | Categorical Exclusion Checklist | | 1 | 4 | | | | | 1 | | | 5 | \$ 275.00 |
| Task A.3 | Craft Documented Categorical Exclusion | | 2 | 8 | | | | | 1 | | | 11 | \$ 525.00 |
| Task A.4 | Final Documented Categorical Exclusion | | 1 | 4 | | | | | 2 | | | 7 | \$ 300.00 |
| Task A.5 | | | | | | | | | | | | 0 | \$ - |
| Task A.6 | | | | | | | | | | | | 0 | \$ - |
| Task A.7 | | | | | | | | | | | | 0 | \$ - |
| Task A.8 | | | | | | | | | | | | 0 | \$ - |
| Task A.9 | | | | | | | | | | | | 0 | \$ - |
| Task A.10 | | | | | | | | | | | | 0 | \$ - |
| Task A.11 | | | | | | | | | | | | 0 | \$ - |
| Task A.12 | | | | | | | | | | | | 0 | \$ - |
| Task A.13 | | | | | | | | | | | | 0 | \$ - |
| Task A.14 | | | | | | | | | | | | 0 | \$ - |
| Task A.15 | | | | | | | | | | | | 0 | \$ - |
| Task A.16 | | | | | | | | | | | | 0 | \$ - |
| Task A.17 | | | | | | | | | | | | 0 | \$ - |
| Task A.18 | | | | | | | | | | | | 0 | \$ - |
| Task A.19 | | | | | | | | | | | | 0 | \$ - |
| Task A.20 | | | | | | | | | | | | 0 | \$ - |
| Task A.21 | | | | | | | | | | | | 0 | \$ - |
| Task A.22 | | | | | | | | | | | | 0 | \$ - |
| Task A.23 | | | | | | | | | | | | 0 | \$ - |
| Task A.24 | | | | | | | | | | | | 0 | \$ - |
| TOTAL MAN-HOURS | | 0 | 4 | 20 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 28 | |
| RAW LABOR COSTS PER HOUR | | \$58.00 | \$58.00 | \$48.00 | \$50.00 | \$41.00 | \$31.00 | \$30.00 | \$25.00 | \$0.00 | \$0.00 | | |
| TOTAL LABOR FEES (Without Multiplier) | | \$0.00 | \$232.00 | \$960.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$100.00 | \$0.00 | \$0.00 | | \$ 1,292.00 |
| TOTAL DIRECT LABOR COSTS: | | | | | | | | | | | | | |
| STATE AUDITED OVERHEAD RATES: | | | | | | | | | | | | | |
| Apply Multiplier of: | | | | | | | | | | | | | |
| Overhead Subtotal: | | | | | | | | | | | | | |
| Profit: | | | | | | | | | | | | | |
| Capital Costs: | | | | | | | | | | | | | |
| TOTAL LABOR COSTS THIS TASK | | | | | | | | | | | | | |
| AV Fee Estimate (AV-201) | | | | | | | | | | | | | |

10.00%

PROFIT:

0.000%

COST OF CAPITAL:

\$ 1,292.00

Apply Multiplier of:

2.953

Overhead Subtotal:

\$ 3,817.86

Profit:

\$ 381.79

Capital Costs:


\$ -

\$ 4,199.66

(Template Date: 05/2014)

TALBERT, BRIGHT & ELLINGTON

MAN-HOUR FEE ESTIMATE
MID-CAROLINA REGIONAL AIRPORT
TREE REMOVAL AND GRADING



DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DATE: 12/19/2017


BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS

| TASK # | (A-104) DESIGN PHASE | Principal | Project Manager | Senior Planner | Engineer 5 | Engineer 4 | Engineer 2 | Cad Tech | Admin | Open | Open | Total Hours Per Task | Total Task Cost |
|---------------------------------------|--|------------|-----------------|----------------|------------|------------|------------|------------|----------|--------|--------|----------------------|-----------------|
| Task B.1 | Preliminary Project Review with Owner | 2 | 4 | | | | | | | | | 6 | \$ 368.00 |
| Task B.2 | Develop Project Scope/Contract | 1 | 3 | | | 5 | | | | | | 9 | \$ 447.00 |
| Task B.3 | Develop Project Schedule and Cashflow | | 1 | | | 1 | | | | | | 2 | \$ 89.00 |
| Task B.4 | Preliminary Estimate | 1 | 2 | | | 3 | | | 1 | | | 7 | \$ 332.00 |
| Task B.5 | Determine Project Approach | | 1 | | | 2 | | 2 | | | | 5 | \$ 200.00 |
| Task B.6 | Project Scope/Contract Revisions | 1 | 1 | | | 2 | | | 1 | | | 5 | \$ 233.00 |
| Task B.7 | Project Schedule and Cashflow Revisions | | 1 | | | 1 | | | | | | 1 | \$ 41.00 |
| Task B.8 | Request for Aid/Grant Assistance | | 10 | | | 4 | | | 2 | | | 7 | \$ 272.00 |
| Task B.9 | Coordination Meetings with Client/NCDOA | | 2 | | | 4 | | | 2 | | | 16 | \$ 794.00 |
| Task B.10 | Coordination with Subcontractors | | 2 | | | 2 | | | 2 | | | 6 | \$ 248.00 |
| Task B.11 | Cover Sheet | | 1 | | | 2 | | 4 | | | | 7 | \$ 260.00 |
| Task B.12 | Construction Phasing & Safety Plan (CSPSP) | | 6 | | | 4 | | 8 | | | | 18 | \$ 762.00 |
| Task B.13 | Tree Removal Plan | 1 | 8 | | | 8 | | 10 | | | | 25 | \$ 1,044.00 |
| Task B.14 | Grading and Drainage Plan | | 6 | | | 4 | | 10 | | | | 20 | \$ 812.00 |
| Task B.15 | Sediment and Erosion Control Plan | | 4 | | | 6 | | 10 | | | | 20 | \$ 779.00 |
| Task B.16 | Miscellaneous Details | | 2 | | | 4 | | 6 | | | | 12 | \$ 460.00 |
| Task B.17 | Sequence of Construction | 1 | 4 | | | 4 | | | | | | 9 | \$ 404.00 |
| Task B.18 | Clear Area and Construction Estimates | 1 | 6 | | | 6 | | 6 | | | | 19 | \$ 842.00 |
| Task B.19 | Specifications | 2 | 12 | | | 4 | | | | | | 28 | \$ 1,246.00 |
| Task B.20 | Quality Assurance | 2 | 8 | | | | | | 10 | | | 12 | \$ 550.00 |
| Task B.21 | Revisions | 4 | 6 | | | 8 | | 8 | 2 | | | 32 | \$ 1,330.00 |
| Task B.22 | Grant Administration Assistance | | 2 | | | 6 | | | 2 | | | 10 | \$ 412.00 |
| Task B.23 | 460 Submit and NCDOT Permitting | | 4 | | | 10 | | 6 | 2 | | | 22 | \$ 872.00 |
| Task B.24 | Final Engineer's Report | | 6 | | | 2 | | | 1 | | | 9 | \$ 455.00 |
| TOTAL MAN-HOURS | | 16 | 98 | 0 | 0 | 92 | 0 | 70 | 31 | 0 | 0 | 307 | |
| RAW LABOR COSTS PER HOUR | | \$68.00 | \$58.00 | \$48.00 | \$50.00 | \$41.00 | \$31.00 | \$36.00 | \$25.00 | \$0.00 | \$0.00 | | |
| TOTAL LABOR FEES (Without Multiplier) | | \$1,088.00 | \$5,684.00 | \$0.00 | \$0.00 | \$3,772.00 | \$0.00 | \$2,100.00 | \$775.00 | \$0.00 | \$0.00 | | \$ 13,419.00 |
| TOTAL DIRECT LABOR COSTS: | | | | | | | | | | | | | \$ 13,419.00 |
| STATE AUDITED OVERHEAD RATES: | | | | | | | | | | | | | 2.95% |
| Apply Multiplier of: | | | | | | | | | | | | | \$ 2,953.15 |
| Overhead Subtotal: | | | | | | | | | | | | | \$ 39,653.15 |
| PROFIT: 10.00% | | | | | | | | | | | | | \$ 3,965.31 |
| COST OF CAPITAL: 0.00% | | | | | | | | | | | | | \$ - |
| Capital Costs: | | | | | | | | | | | | | \$ - |
| TOTAL LABOR COSTS THIS TASK | | | | | | | | | | | | | \$ 43,618.46 |

AV Fee Estimate (AV-201)

(Template Date: 05/20/14)

TALBERT, BRIGHT & ELLINGTON, INC.
 CATEX / DESIGN / BIDDING
 TREE REMOVAL AND GRADING
 NCDOT-DOA #: PENDING

| TALBERT, BRIGHT & ELLINGTON | | MAN-HOUR FEE ESTIMATE MID-CAROLINA REGIONAL AIRPORT TREE CLEARING AND GRADING | |  DIVISION OF AVIATION <small>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION</small> | |
|--|-----|---|-------------|--|---------------|
| BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST | | | | | 11/21/2017 |
| (A-102) ENVIRONMENTAL DOCUMENTATION | | | | | |
| GENERAL PROJECT WORK: | | | | | |
| | QTY | DESCRIPTION | | UNIT COST | |
| Travel: | | | | | |
| Personal Mileage | 0 | Trip(s) in Sedan @ | 102 miles @ | \$0.535 | \$0.00 |
| | 0 | Trip(s) in Carry-All @ | 102 miles @ | \$0.555 | \$0.00 |
| Per Diem: | 0 | Breakfast | each | \$8.40 | \$0.00 |
| | 0 | Lunch | each | \$11.00 | \$0.00 |
| | 0 | Dinner | each | \$18.90 | \$0.00 |
| | 0 | Day | each | \$38.30 | \$0.00 |
| | 0 | Lodging (on lump sum Incl. taxes) | each | \$80.00 | \$0.00 |
| | 0 | Incidental Expenses | each | \$5.00 | \$0.00 |
| Rental Car | 0 | Sedan | | \$45.00 | \$0.00 |
| | 0 | Mileage for Rental Car Only | miles @ | \$0.20 | \$0.00 |
| Airfare | 0 | Flight Origin/Destination & Rate: | each | \$250.00 | \$0.00 |
| Reproduction: | 0 | 8 1/2 x 11 B & W Copies | each | \$0.04 | \$0.00 |
| | 0 | 11 x 17 B & W Copies | each | \$0.10 | \$0.00 |
| | 0 | 8 1/2 x 11 Color Copies | each | \$0.25 | \$0.00 |
| | 0 | 11 x 17 Color Copies | each | \$0.50 | \$0.00 |
| | 0 | SQ. FT. of Plots (B & W) - Bond | sq. ft | \$0.42 | \$0.00 |
| Shipping / Postage | 0 | Express Shipping | each | \$20.00 | \$0.00 |
| | 0 | USPS Postage | each | \$5.00 | \$0.00 |
| | | | | Subtotal | \$0.00 |
| MISCELLANEOUS DIRECT EXPENSES: | | | | | |
| ITEM | QTY | DESCRIPTION | UNIT | UNIT COST | |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | Subtotal | \$0.00 |
| | | | | TOTAL: | \$0.00 |

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

| ALBERT, BRIGHT & ELLINGTON | | MAN-HOUR FEE ESTIMATE MID-CAROLINA REGIONAL AIRPORT TREE CLEARING AND GRADING | | DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION | |
|--|------|---|-------------|---|-------------------|
| BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST (A-104) DESIGN PHASE | | | | | 11/21/2017 |
| GENERAL PROJECT WORK: | | | | | |
| | QTY | DESCRIPTION | | UNIT COST | |
| Travel: | | | | | |
| Personal Mileage | 2 | Trip(s) in Sedan @ | 102 miles @ | \$0.535 | \$109.14 |
| | 0 | Trip(s) in Carry-All @ | 102 miles @ | \$0.555 | \$0.00 |
| Per Diem: | 0 | Breakfast | each | \$8.40 | \$0.00 |
| | 0 | Lunch | each | \$11.00 | \$0.00 |
| | 0 | Dinner | each | \$18.90 | \$0.00 |
| | 0 | Day | each | \$38.30 | \$0.00 |
| | 0 | Lodging (on lump sum Incl. taxes) | each | \$80.00 | \$0.00 |
| | 0 | Incidental Expenses | each | \$5.00 | \$0.00 |
| Rental Car | 0 | Sedan | | \$45.00 | \$0.00 |
| | 0 | Mileage for Rental Car Only | miles @ | \$0.20 | \$0.00 |
| Airfare | 0 | Flight Origin/Destination & Rate: | each | \$250.00 | \$0.00 |
| Reproduction: | 1200 | 8 1/2 x 11 B & W Copies | each | \$0.04 | \$48.00 |
| | 50 | 11 x 17 B & W Copies | each | \$0.10 | \$5.00 |
| | 600 | 8 1/2 x 11 Color Copies | each | \$0.25 | \$150.00 |
| | 80 | 11 x 17 Color Copies | each | \$0.50 | \$40.00 |
| | 1600 | SQ. FT. of Plots (B & W) - Bond | sq. ft | \$0.42 | \$672.00 |
| Shipping / Postage | 4 | Express Shipping | each | \$20.00 | \$80.00 |
| | 4 | USPS Postage | each | \$5.00 | \$20.00 |
| Subtotal | | | | | \$1,124.14 |
| MISCELLANEOUS DIRECT EXPENSES: | | | | | |
| ITEM | QTY | DESCRIPTION | UNIT | UNIT COST | |
| PMT | 1 | NCDEQ Permitting | 1 | \$1,250.00 | \$1,250.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| Subtotal | | | | | \$1,250.00 |
| TOTAL: | | | | | \$2,374.14 |

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

| ALBERT, BRIGHT & ELLINGTON | | MAN-HOUR FEE ESTIMATE MID-CAROLINA REGIONAL AIRPORT TREE CLEARING AND GRADING | | DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION | |
|---|------|---|-------------|---|-------------------|
| BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST (A-104) BIDDING PHASE | | | | | 11/21/2017 |
| GENERAL PROJECT WORK: | | | | | |
| | QTY | DESCRIPTION | | UNIT COST | |
| Travel: | | | | | |
| Personal Mileage | 2 | Trip(s) in Sedan @ | 102 miles @ | \$0.535 | \$109.14 |
| | 0 | Trip(s) in Carry-All @ | 102 miles @ | \$0.555 | \$0.00 |
| Per Diem: | 0 | Breakfast | each | \$8.40 | \$0.00 |
| | 0 | Lunch | each | \$11.00 | \$0.00 |
| | 0 | Dinner | each | \$18.90 | \$0.00 |
| | 0 | Day | each | \$38.30 | \$0.00 |
| | 0 | Lodging (on lump sum Incl. taxes) | each | \$80.00 | \$0.00 |
| | 0 | Incidental Expenses | each | \$5.00 | \$0.00 |
| Rental Car | 0 | Sedan | | \$45.00 | \$0.00 |
| | 0 | Mileage for Rental Car Only | miles @ | \$0.20 | \$0.00 |
| Airfare | 0 | Flight Origin/Destination & Rate: | each | \$250.00 | \$0.00 |
| Reproduction: | 4000 | 8 1/2 x 11 B & W Copies | each | \$0.04 | \$160.00 |
| | 100 | 11 x 17 B & W Copies | each | \$0.10 | \$10.00 |
| | 50 | 8 1/2 x 11 Color Copies | each | \$0.25 | \$12.50 |
| | 0 | 11 x 17 Color Copies | each | \$0.50 | \$0.00 |
| | 1500 | SQ. FT. of Plots (B & W) - Bond | sq. ft | \$0.42 | \$630.00 |
| Shipping / Postage | 12 | Express Shipping | each | \$20.00 | \$240.00 |
| | 6 | USPS Postage | each | \$5.00 | \$30.00 |
| | | | | Subtotal | \$1,191.64 |
| MISCELLANEOUS DIRECT EXPENSES: | | | | | |
| ITEM | QTY | DESCRIPTION | UNIT | UNIT COST | |
| ADV | 1 | Advertisement | 1 | \$ 1,300.00 | \$1,300.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | Subtotal | \$1,300.00 |
| | | | | TOTAL: | \$2,491.64 |

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



November 27, 2017

Talbert Bright & Ellington, Inc.
2000 Park Street, Suite 101
Columbia, South Carolina, 29201

Attention: Ms. Judy Elder, Senior Environmental Planner
jeider@tbeclt.com

Reference: **Proposal for Professional Consulting Services**
Rowan County Airport Clearing Project
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 42-1701374

Dear Ms. Elder:

S&ME, Inc. (S&ME) is pleased to submit this proposal for professional consulting services for the above-referenced project. This proposal presents our understanding of the project, a general description of our services, a proposed schedule, an estimate of fees, and establishes contractual arrangements. We understand the Scope of Services will be carried out in accordance with the terms and conditions of Talbert Bright & Ellington's Sub-consultant Agreement between the Engineer and Consultant for Professional Services, which will be issued at a later date.

◆ Property Description

Information that we have concerning the site was provided by you via e-mail correspondence with Mr. Chris Daves of S&ME on November 20, 2017. In the e-mail, an aerial photograph (entitled *Clearing Exhibit*) depicting three separate areas totaling 31.6 acres to be cleared were depicted surrounding the Rowan County Airport near Salisbury in Rowan County, North Carolina. These areas include:

- ◆ Area 1: Proposed Landing Zone – located southwest of runway (14.7 acres)
- ◆ Area 2: Proposed Hangar and Office Space – located west of intersection of Airport Loop Road and Red Acres Road (6.8 acres)
- ◆ Area 3: Proposed Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) – located north of runway (12.1 acres)

A Site Exhibit is included with the proposal depicting the current site.

◆ Scope of Services

Task 1 – Protected Species Assessment

The purpose of the Protected Species Assessment is to determine if current conditions are suitable for federal and state protected terrestrial species (plants or animals occurring on land) that have been currently or historically



Proposal for Professional Consulting Services
Rowan County Airport Clearing Project
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 42-1701374

documented by the U.S. Fish and Wildlife Service (USFWS) and/or North Carolina Natural Heritage Program (NCNHP) in the vicinity of the project site. If potential habitat for terrestrial protected species is identified during field review, these areas will be surveyed to determine whether or not protected species are present. In the event protected species are identified during field review, a separate proposal will be submitted for agency coordination associated with the increased Scope of Services. Please note that the Protected Species Assessment will not include sampling or habitat assessment for mussel (i.e. mussel surveys), fish, or other aquatic protected species in the event streams are located in the project area. Also, a bat survey is not included.

S&ME recommends that assessment for floral species be conducted during the respective flowering periods, if potential habitat is located. If our surveys are conducted outside the optimal survey window for the protected species and potential habitat is identified, then additional site visits may be necessary to confirm the presence or absence of protected species. The cost of additional field visits is not included in this proposal and will be addressed separately, if necessary.

The Protected Species Assessment for federal and state listed species will include three primary subtasks and are described as follows:

Task 1.1 - Review of the Public State and Federal Records

The assessment will include a review of the available public records from the USFWS and the NCNHP databases. Review of the soil series at the site based upon the appropriate U.S. Department of Agriculture (USDA) county soil survey and the U.S. Geological Survey (USGS) topographic map will also be conducted. A scoping letter will be sent to the NCNHP requesting the most up-to-date data available in their database.

Task 1.2 - Site Reconnaissance

A site reconnaissance will be conducted to determine the presence of federal and state listed protected species known in the county, as well as potential habitat for protected terrestrial species.

Task 1.3 - Protected Species Assessment Report

Upon completion of the above tasks, S&ME will prepare a written report documenting our observations and conclusions. The report will be submitted to the USFWS for review and comment. S&ME will also document and prepare a list of invasive species observed in the field.

Schedule

Based on our understanding of the project, S&ME is prepared to schedule activities to complete work on the project upon receipt of written authorization to proceed. The Scope of Services outlined above can generally be completed within three to four weeks of written authorization to proceed, barring weather delays and conditional on the client responsibilities being fulfilled within five business days of authorization.

Because outside agencies will influence the project schedule, it is not possible to determine at this time when a final concurrence letter from the USFWS will be provided.



Proposal for Professional Consulting Services
Rowan County Airport Clearing Project
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 42-1701374

♦ Fees

Based on our present understanding of the proposed project, current site conditions, and our estimate of time and expenses, we can perform the Scope of Services for the following **lump sum fee**:

| Task | Service | Fee |
|------|------------------------------|---------|
| 1 | Protected Species Assessment | \$4,500 |

This quotation is valid for a period of 90 days.

♦ Deliverables

S&ME will provide the client a pdf copy of our report.

♦ Excluded Services

The following services are excluded from this proposal:

- ♦ Wetland Delineation or wetland or stream impact permitting.
- ♦ Implemented mitigation plans or fees to a mitigation bank or in-lieu fee program.
- ♦ Preparation of site-specific mitigation plans for stream/wetland restoration.
- ♦ Consultation/coordination with the U.S. Army Corps of Engineers.
- ♦ Wetland or boundary surveying.
- ♦ Preparation or recording of restrictive covenants.
- ♦ Habitat assessment/sampling for aquatic species or bats surveys (acoustic surveys/mist netting).
- ♦ Additional field visits for protected species (other than the scope indicated in Task 1).
- ♦ Agency coordination, if protected species are found.
- ♦ Construction monitoring or "Certificate of Completion" submittal.

♦ Client Responsibilities

The Scope of Services, project schedule, and fees presented herein are contingent upon the client fulfilling the following responsibilities:

- ♦ Provide written authorization to proceed prior to commencement of our services.
- ♦ Provide access to the site, including keys to locked gates.
- ♦ Notify site owners of S&ME's intent to enter their properties and the date we will be on-site. S&ME will coordinate with you when we will be on-site.
- ♦ Provide an adequate description of the project, and provide the latest mapping depicting the limits of the project boundaries.
- ♦ Provide electronic data (shapefile or CAD file) of the project area for use on our GPS equipment.
- ♦ Clearly mark the boundaries of the project area with stakes or flagging tape if the boundaries are not readily discernable.
- ♦ Prohibit any hunting activities during the field portion of our Scope of Services.



Proposal for Professional Consulting Services
Rowan County Airport Clearing Project
Salisbury, Rowan County, North Carolina
S&ME Proposal No. 42-1701374

- Upon receipt of our invoice, payment must be provided in net 30 days.

- **Use Of Proposal/Report**

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

- **Authorization**

We understand the Scope of Services will be carried out in accordance with the terms and conditions of Talbert Bright & Ellington's Sub-consultant Agreement between the Engineer and Consultant for Professional Services that will be issued at a later date. Upon receipt of the Sub-consultant Agreement, S&ME will review and sign the Agreement and return to your office for your signature. Upon your signature, we will proceed with our services.

- **Closure**

S&ME appreciates the opportunity to be of service to you. If you have questions regarding the outlined Scope of Services, or if we may be of further assistance, please call us at 803.561.9024.

Sincerely,

S&ME

Handwritten signature of Chris Handley in black ink.

Chris Handley
Biologist
chandley@smeinc.com

Handwritten signature of Chris Daves in black ink.

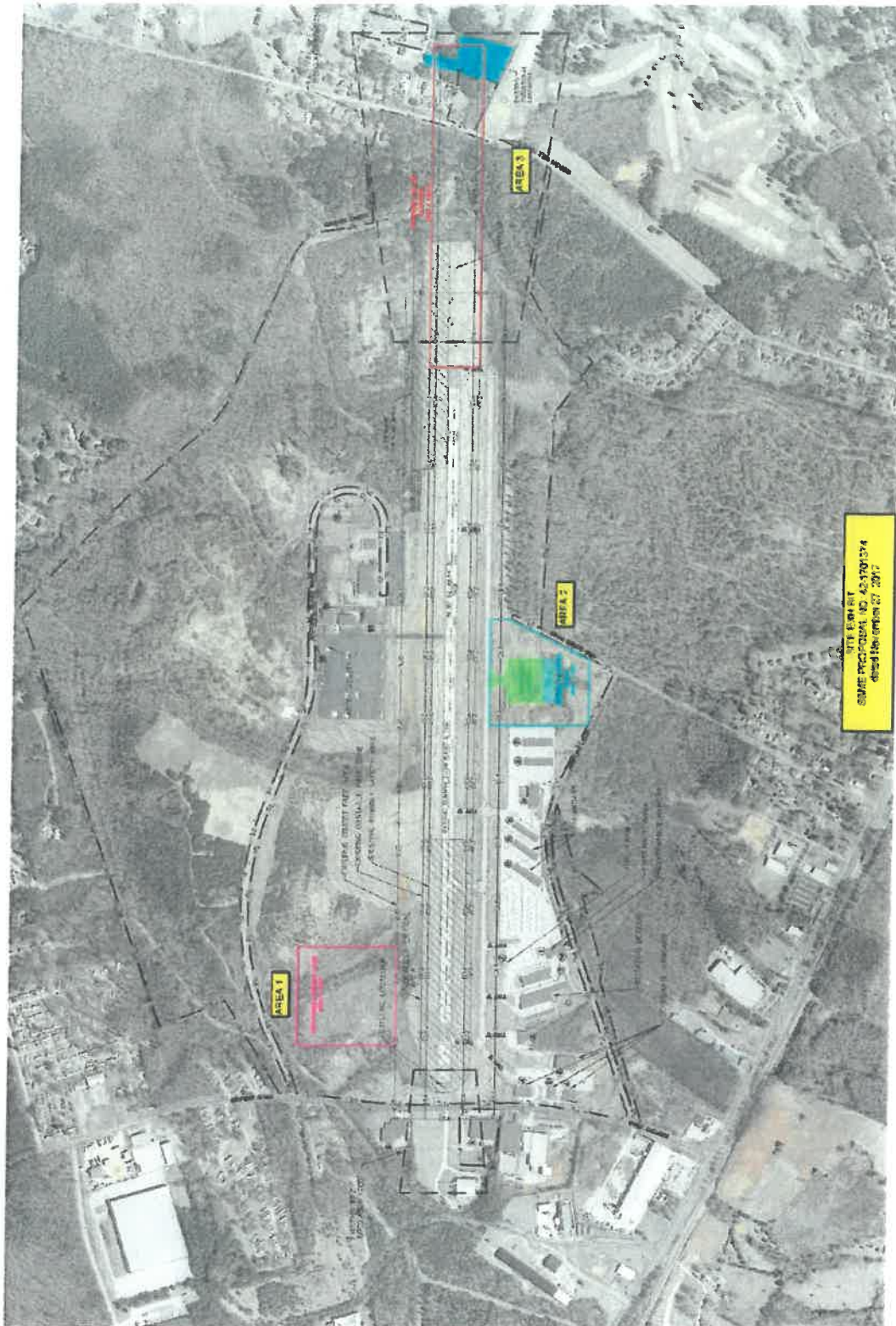
Chris Daves, P.W.S.
Senior Scientist
cdaves@smeinc.com

Enclosure: Site Exhibit

November 27, 2017

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Enclosure



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

CONTRACT

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

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

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

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

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

GENERAL

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

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

SECTION I – BASIC SERVICES

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

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

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

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

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

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

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

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

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

SECTION II – SPECIAL SERVICES

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

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

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

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

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

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

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

SECTION III – RESPONSIBILITIES OF THE OWNER

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

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

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Records:

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

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

9. Reports:

- a. Furnish **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;
 - b. Consult with **ENGINEER** in advance of scheduled major tests, inspections, or start of important phases of the work;
 - c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to **ENGINEER** change orders, work directive changes, and field orders; and
 - d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to **ENGINEER** for review and forwarding to **OWNER** prior to final payment for work.

12. Completion:

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

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

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

SECTION V – PAYMENT OF SERVICES

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

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

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

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

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

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

SECTION VI – MISCELLANEOUS PROVISIONS

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

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

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

D. **Responsibility of the ENGINEER:**

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

E. **Period of Services:**

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

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

F. Termination:

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

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

G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between OWNER and the ENGINEER arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.

H. **Professional Liability:** ENGINEER maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to \$1,000,000 for its negligent acts, errors, or omissions. If the OWNER desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

I. **Audit: Access to Records:**

1. The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The OWNER, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.
 2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the OWNER makes final payment.
- J. **Civil Right Assurance:** During the performance of this Contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

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

K. Minority Business Enterprise (MBE) Assurances:

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

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

OWNER:
ROWAN COUNTY

BY: [Signature]

TITLE: Manager

DATE: 1/9/14

WITNESS: [Signature]

ADDRESS:
130 West Innes Street
Salisbury, NC 28144

ENGINEER:
TALBERT, BRIGHT & ELLINGTON,
INC.

BY: [Signature]

TITLE: Vice President

DATE: 3/27/14

WITNESS: [Signature]

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

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

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

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

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

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

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

OWNER:
ROWAN COUNTY

BY:

TITLE:

DATE:

WITNESS:

ENGINEER:
TALBERT, BRIGHT &
ELLINGTON, INC.

BY:

Vice President

TITLE:

DATE:

WITNESS:

Exhibit A-1
SCOPE OF SERVICES

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

Exhibit A-2
PROFESSIONAL FEE SUMMARY

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

Exhibit A-3
SPECIAL SERVICES

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: January 26, 2018
SUBJECT: Contract Approval - Weathergard, Inc.

Please see the attached agreement.

Please approve the attached agreement between Rowan County and Weathergard, Inc. for roofing renovations on the Rowan County office building at 402 N. Main Street.

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| Weathergard, Inc. - Roofing Renovation 402 N. Main St. | 1/25/2018 | Cover Memo |

ROWAN COUNTY CONTRACT CONTROL FORM

Date: _____

SECTION I - DEPARTMENT COMPLETES

Department: Facilities Management Account #: 1154134-573000 Amount: \$ 196,720.00
Account #: _____ Amount: \$ -
Total: \$ 196,720.00
Vendor name: Weathergard Inc. Term Dates: 45 days from start
Contract description: new roof on 402 N Main Building
POC name: Larry Parker Phone: 704-298-6404
POC email: lisak@weathergardnc.com
Vendor mail address: PO Box 1085, Monroe, NC 28111 Vendor #: _____
☒ New contract _____ Contract renewal _____ Munis contract #: _____
_____ Amendment to contract _____ Vendor signatures _____ Munis BA #, if applicable: _____
Notes: New roof for 402 N Main Street Building (Rowan County Office Building)

Department Head Initials: DEB Date: 1/5/2018

SECTION II - CONTRACT ADMINISTRATOR REVIEW

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

Contract Administrator Initials: [Signature] Date: 1/26/18

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: N/A Date: _____

SECTION IV - INSURANCE REVIEW

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

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: _____

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifteenth day of January in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Rowan County
130 W. Innes Street
Salisbury, North Carolina 28144

and the Contractor:
(Name, legal status, address and other information)

Weathergard, Inc.
PO Box 1085
Monroe, North Carolina 28111

for the following Project:
(Name, location and detailed description)

402 North Main Street Roof Replacement
Salisbury, North Carolina 28144

The Architect:
(Name, legal status, address and other information)

REI Engineers, Inc.
1927 J N Pease Place
Suite 201
Charlotte, North Carolina 28262

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be fixed in a notice to proceed issued by the Owner.
(Paragraphs Deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 45 days from the date of commencement,

(Paragraph Deleted)

(Table Deleted)

subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Init.

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User Notes:

(3B9ADA09)

If the Contractor has not substantially completed the work within the specified contract time period and no time extension is granted, the contract amount shall be reduced by the sum of five hundred (\$500) dollars per day for each day in excess of the scheduled date of completion. Deductions from the original contract amount will be documented in the form of a Change Order. Should the Owner or Architect delay the starting time or any portion of the work, an equitable adjustment will be made in the schedule.

If the Contractor has not completed the punch list items within fifteen (15) days of the substantial completion inspection, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.

If the Contractor has not submitted the required closeout documents within thirty (30) calendar days after Substantial Completion of the Work, the Owner will have the right to impose liquidated damages in the amount of five hundred (\$500) dollars for each consecutive day until all of the items are completed.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One and Ninety-Six Thousand, Seven Hundred Twenty Dollars and Zero Cents (\$196,720.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

| Description | Amount |
|-------------|--------|
| None | |

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|---|-----------------------|----------------------------|
| Repair Steel Deck with Coating | SF | \$2.50 |
| Replace Damaged or Deteriorated Steel Deck | SF | \$5.50 |
| Repair Void/Deficiencies in Concrete Work | CF | \$25.00 |
| Replace Damaged or Deteriorated Wood Blocking | BF | \$5.50 |
| Provide Steel Plate Over Openings in Deck | SF | \$10.00 |

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |
|---|-------------|
| Contingency Allowance | \$10,000.00 |
| Replace 200 sq. ft. of Steel Deck with Coating | \$500.00 |
| Replace 50 sq. ft. of Damaged or Deteriorated Steel Deck | \$275.00 |
| Replace 50 cub. ft. of Voids/Deficiencies in Concrete Deck | \$1,250.00 |
| Replace 50 bd. ft. of Damaged or Deteriorated Wood Blocking | \$275.00 |
| Provide 100 sq. ft. of Steel Plate Over Openings in Deck | \$1,000.00 |

(Table Deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the contractor if the contractor continues to perform satisfactorily and

any nonconforming work identified in writing prior to that time by the Engineer, engineer or owner has been corrected by the contractor and accepted by the Engineer, engineer or owner. If the owner determines the contractor's performance is unsatisfactory, the owner may reinstate retainage for each subsequent periodic payment application as authorized in this subsection up to the maximum amount of five percent (5%). The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the contract documents, the owner with written consent of the surety shall release to the contractor all retainage on payments held by the owner: (i) the owner receives a certificate of substantial completion for the Engineer in charge of the project; or (ii) the owner receives beneficial occupancy or use of the project. However, the owner may retain sufficient funds to secure completion of the project or corrections on any work. If the owner retains funds, the amount retained shall not exceed two and one half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2** a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007.

(Paragraph Deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ **[X]** Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ **[]** Litigation in a court of competent jurisdiction

☐ **[]** Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

Init.

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User Notes:

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall not bear interest.

(Paragraph Deleted)

§ 8.3 The Owner's representative:
(Name, address and other information)

David Sifford
130 W. Innes Street
Salisbury, North Carolina 28144

§ 8.4 The Contractor's representative:
(Name, address and other information)

Larry Parker
PO Box 1085
Monroe, North Carolina 28111

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

(Paragraph Deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|--------------------------|------------------|-------|
| 00 73 00 | Supplementary Conditions | January 27, 2017 | 6 |

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Refer to Section 00 01 10 - Table of Contents contained in REI Project Manual entitled "402 North Main Street Roof Replacement" dated October 27, 2017.

(Table Deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Refer to Section 00 01 15 - List of Drawings contained in REI Project Manual entitled "402 North Main Street Roof Replacement" dated October 27, 2017.

(Table Deleted)

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|--------|-------------------|--------|
| 1 | December 1, 2017 | 1 page |
| 2 | December 11, 2017 | 1 page |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs Deleted)

(Paragraphs Deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(Paragraph Deleted)

(Table Deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Aaron Church, County Manager
(Printed name and title)



CONTRACTOR (Signature)

Larry Parker, President
(Printed name and title)

Init.

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User Notes:

(3B9ADA09)

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: Cari Price
DATE: 1/26/18
SUBJECT: Request To Apply For The Margaret C. Woodson Foundation Grant

The Rowan County Sheriff's Department would like to apply for the Margaret C. Woodson Foundation Grant. We are seeking \$4,400 of funding to assist in the 2018 Junior Sheriff Academy.

No matching funds are requested.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Application | 1/25/2018 | Cover Memo |
| Project Budget | 1/25/2018 | Cover Memo |
| 2018 Budget | 1/25/2018 | Cover Memo |
| 2017 Budget | 1/25/2018 | Cover Memo |



Application Summary of : Rowan County Sheriff's Office | Price, Cari

Program Name :

Applicant Summary

| | |
|--|---|
| <p>Organization Status Search</p> | |
| <p>Please search for your organization's legal name and current status by following these steps:</p> <ol style="list-style-type: none"> 1. Click on the data entry field that says "Select", and begin typing the organization name in the box that appears. 2. As you type, the list of organizations will narrow, and you can select your organization from the list. <i>Search tip: If your organization's name includes an "and" or "&", try interchanging these if you are having difficulty finding your organization.</i> <ul style="list-style-type: none"> • <u>If your organization is found in the list</u>, please select the name. The current due diligence status will appear - either Due Diligence Complete or Requires Fiscal Sponsor. • <u>If your organization does not appear</u>, please select Organization Not Found from the top of the dropdown list. A status of Due Diligence Required will appear. <i>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.</i> <p>The Foundation will begin required due diligence processes once an application is fully submitted.</p> | |
| <p>*Organization legal name / Status:</p> | <p>Rowan County Sheriff's Department - [232 N. Main St., Salisbury, NC, 28144] Due Diligence Approval Completed</p> |
| <p>Organization Information</p> | |
| <p>Please re-enter the organization's legal name below, and enter the current mailing and contact information.</p> | |

| | |
|--|---------------------------------------|
| *Organization legal name: | Rowan County Government |
| Organization AKA or DBA name: | |
| *Mailing address: | 130 West Innes Street |
| Mailing address line 2 | |
| *Mailing city: | Salisbury |
| *Mailing state: | North Carolina |
| *Mailing county: | Rowan County |
| *Mailing zip: | 28144 |
| *Organization phone: | 704-216-8199 |
| Organization web address: | www.rowancountync.gov |
| Application Contact Information | |
| *Salutation: | Mrs. |
| *Contact first name: | Cari |
| *Contact last name: | Price |
| *Contact title: | Grant Writer |
| *Contact telephone number: | 704-216-8199 |
| *Contact email address: | cari.price@rowancountync.gov |
| *Is the contact person listed above also the executive director of the organization? | No |
| *Salutation: | Mr. |
| *Executive director first name: | Aaron |
| *Executive director last name: | Church |
| Supplemental Information | |
| *EIN: | 56-6000336 |
| *Annual operating budget: | \$149,489,997 |
| Project Request Information | |
| *Project title: (8 word max.) | Rowan County Jr. Sheriff Academy 2018 |
| *Total project budget: | \$12,600 |
| *Grant request amount: | \$4,400 |

Organization Overview

| | |
|------------------------|--|
| Organization Overview | |
| *Organization mission: | Rowan County provides visionary leadership for a |

| | |
|--|---|
| | healthy, safe, vibrant community through economic prosperity and ethical and responsible fiscal decision-making in the least intrusive manner. |
| *Organization core services: (100 word max.) | The Rowan County Government has many core services to provide to our community. Those services include Culture and Recreation, Human Resources, Economic and Physical Development, Environmental Protection, Transportation, Public Safety, and General Government. |
| *Have you received a grant from this particular grant program in the last 3 years? | Yes |
| *Please list year: | 2017 |
| *Please list grant amount: | \$2,500 |
| *Please list project name: | Rowan County Sheriff's Junior Sheriff's Academy |
| *Add another grant? | No |

Project and Results Description

| | |
|--|---|
| *Please choose one investment area that your project will address: | Education-K-12 |
| *Please choose an education - K-12 result area: | An increased number of youth at-risk of dropping out stay in school and achieve |
| *Provide a brief project summary: (50 word max.) | Our academy will provide students in grades 8-10 with a better understanding of what law enforcement officers do during the course of their day. We will do this through classroom lecture and field trips to places like the Emergency Communications Center, the Rowan County Jail and the Rowan County Courthouse. |
| *Describe your proposal in detail, including proposed timeline and specifically how you would use the funds: (500 word max.) | Our academy will operate for one week for eight hours each day. This experience will allow students to be exposed to different duties of law enforcement through classroom lectures on crime scene collection, vehicle stops, and court room procedures. This will be a collaborative effort between many different law enforcement agencies. We are working with the Salisbury City Police Department, the NCSHP, and the ALE. |
| *How many individuals will you serve? | 20 |
| *What is the geographic service area being served, such as neighborhood, county-wide, etc.? (50 word max) | This program is open to all 8th-10th grade students in Rowan County. |
| *What results are you committed to achieving? How will you measure your success? (200 word max.) | We would like to bridge the gap between law enforcement officers and the youth in our community. Also, we would like to show students that a career in law enforcement can be very rewarding. We hope to get students to see that we are people just like them. |
| *Does another organization(s) in your service area conduct a program or project similar to the one for which you are applying? In responding, please | At this time there is not another program in our area that would duplicate our Junior Sheriff Academy. |

address any efforts by your organization to limit duplication and/or overlaps in service? (300 word max.)

Financials and Project Budget

| | |
|--|---|
| Financials | |
| *Please attach your organization's annual budget for the current fiscal year, including income and expenses. | 2018 Budget.pdf |
| *Please attach your organization's annual budget for the previous year, including income and expenses. | 2017 Budget.pdf |
| *Net assets of organization (as reported on 990): | \$71,205,860 |
| *Does your organization conduct an audit? | Yes |
| *What is the most recent audit date? | 6/30/2016 |
| *Please provide the total number of donors for your most recently completed fiscal year. | Not record |
| *Please provide the total amount of dollars raised for your completed fiscal year. | \$90,716 |
| Project Budget | |
| <ul style="list-style-type: none"> Please open and read the Project Budget Instructions before completing the budget template. | |
| <ul style="list-style-type: none"> 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 top of your dashboard page. | |
| *Upload complete project budget | 2018 Project Budget.pdf |

Submittal Page

| | |
|------------------------------------|---|
| Demonstration of Eligibility | |
| *Organization legal name / Status: | Rowan County Sheriff's Department - [232 N. Main St., Salisbury, NC, 28144] |

| | |
|--|---|
| | Due Diligence Approval Completed |
| *Attach a copy of your organization's current Board of Directors list: | Rowan County Board of Commissioners.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? | |
| *Signature of representative requesting grant: | |

| Document Title | Question | Date Uploaded |
|---|---|-----------------------|
| Rowan County Board of Commissioners.pdf | Board of Directors List | 1/25/2018 1:08:05 PM |
| 2017 Budget.pdf | Organizations annual budget for the previous year | 1/25/2018 12:57:06 PM |
| 2018 Budget.pdf | Organizations current annual budget | 1/25/2018 12:57:06 PM |
| 2018 Project Budget.pdf | Project Budget | 1/26/2018 10:32:39 AM |

Project Budget Template
Rowan County Government

Section One: Project Income

| Funding Sources | Amount | Funds Requested or Committed |
|--------------------------------|--------------------|-------------------------------------|
| Margaret C. Woodson Foundation | \$ 4,400.00 | Requested |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| Total Income | \$ 4,400.00 | |

Section Two: Project Expenses

| Expense Item | Amount Funded by Woodson (proposed) | Amount Funded by Other Sources |
|---|--|---------------------------------------|
| Sheriff's Office Personnel (In-Kind) | \$ - | \$ 8,000.00 |
| RC Rescue Squad Building Rental (In-Kind) | \$ - | \$ 200.00 |
| Daily Lunches and Snacks | \$ 800.00 | \$ - |
| Transportation and Fuel | \$ 1,200.00 | \$ - |
| Training and Supplies | \$ 1,850.00 | \$ - |
| Camp Shirts | \$ 550.00 | \$ - |
| | \$ - | \$ - |
| Total | \$ 4,400.00 | \$ 8,200.00 |

Note: The total income (B14) should match the total expenses (D26).

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.

01/25/2018 08:43
HowdenJM

Rowan County - GENERAL FUND
FY 2018 BUDGET - REVENUE

P 1
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FOR 2018 01

| ACCOUNTS FOR: 1010 GENERAL FUND | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------------|--------------------------|--------------------------|--------------|--------------|--------------------|---------------------|-------------|
| 1000 AD VALOREM TAX REVENUE | -80,456,000 | -80,456,000 | -82,645.00 | -82,645.00 | .00 | -80,373,355.00 | 1% |
| 2000 SALES, USE AND OTHER TAX REVE | -25,432,500 | -25,432,500 | -106.50 | -106.50 | .00 | -25,432,393.50 | .0% |
| 3000 OTHER GENERAL REVENUE | -11,244,594 | -11,244,594 | -25,196.04 | -25,196.04 | .00 | -11,219,397.96 | .2% |
| 4112 GENERAL GOVERNMENT | -322,700 | -322,700 | .00 | .00 | .00 | -322,700.00 | .0% |
| 4124 WEST END PLAZA | -490,000 | -490,000 | -35,088.69 | -35,088.69 | .00 | -454,911.31 | 7.2% |
| 4134 FACILITIES MANAGEMENT | -6,500 | -6,500 | .00 | .00 | .00 | -6,500.00 | .0% |
| 4135 COURT FACILITIES | -470,000 | -470,000 | .00 | .00 | .00 | -470,000.00 | .0% |
| 4140 TAX ADMINISTRATION | -354,750 | -354,750 | .00 | .00 | .00 | -354,750.00 | .0% |
| 4160 INFORMATION SYSTEMS | -84,500 | -84,500 | -6,681.01 | -6,681.01 | .00 | -77,818.99 | 7.9% |
| 4170 BOARD OF ELECTIONS | -31,600 | -31,600 | -524.60 | -524.60 | .00 | -31,075.40 | 1.7% |
| 4180 REGISTER OF DEEDS | -695,500 | -695,500 | -40,650.30 | -40,650.30 | .00 | -654,849.70 | 5.8% |
| 4210 TELECOMMUNICATIONS | -79,332 | -79,332 | .00 | .00 | .00 | -79,332.00 | .0% |
| 4250 INSPECTIONS | -627,010 | -627,010 | -85,279.00 | -85,279.00 | .00 | -541,731.00 | 13.6% |
| 4330 EMERGENCY SERVICES | -3,465,000 | -3,465,000 | -225,062.49 | -225,062.49 | .00 | -3,239,937.51 | 6.5% |
| 4400 SHERIFF'S OFFICE | -1,934,808 | -1,963,401 | -56,273.72 | -56,273.72 | .00 | -1,907,126.88 | 2.9% |
| 4425 PRE-TRIAL SERVICES | -44,000 | -44,000 | -910.00 | -910.00 | .00 | -43,090.00 | 2.1% |
| 4500 ROWAN AREA TRANSIT | -1,635,731 | -1,635,731 | .00 | .00 | .00 | -1,635,731.00 | .0% |
| 4820 INDUSTRIAL PARK | -17,080 | -17,080 | -1,423.32 | -1,423.32 | .00 | -15,656.68 | 8.3% |
| 4830 PLANNING | -18,545 | -18,545 | -2,392.34 | -2,392.34 | .00 | -16,152.66 | 12.9% |
| 4950 COOPERATIVE EXTENSION | -6,500 | -6,500 | -1,220.00 | -1,220.00 | .00 | -5,280.00 | 18.8% |
| 5010 SOIL & WATER CONSERVATION | -28,100 | -28,100 | .00 | .00 | .00 | -28,100.00 | .0% |
| 5100 HEALTH DEPARTMENT | -3,697,557 | -3,697,557 | -41,823.93 | -41,823.93 | .00 | -3,655,733.07 | 1.1% |
| 5300 DSS ADMINISTRATION | -14,291,148 | -14,401,026 | -21,305.21 | -21,305.21 | .00 | -14,379,720.79 | .0% |
| 5550 SENIOR SERVICES | -605,171 | -605,171 | -50.00 | -50.00 | .00 | -605,121.00 | .0% |
| 6100 LIBRARY DEPARTMENT | -278,000 | -278,000 | -26,128.82 | -26,128.82 | .00 | -251,871.18 | 9.4% |
| 6200 PARKS AND RECREATION DEPT | -1,380,900 | -1,380,900 | -229,852.88 | -229,852.88 | .00 | -1,151,047.12 | 16.6% |
| 6400 ANIMAL SERVICES | -354,000 | -354,000 | -32,763.50 | -32,763.50 | .00 | -321,236.50 | 9.3% |
| 9100 DEBT SERVICE | -1,300,000 | -1,300,000 | .00 | .00 | .00 | -1,300,000.00 | .0% |
| TOTAL GENERAL FUND | -149,351,526-149,489,997 | -149,351,526-149,489,997 | -915,377.35 | -915,377.35 | .00-148,574,619.25 | .6% | |



ROWAN COUNTY NORTH CAROLINA

01/25/2018 08:44
HowdenJM

Rowan County
ROMAN COUNTY

GENERAL FUND

GENERAL FUND

EXPENDITURES

P 1
g1ytdbud

FOR 2018 01

ACCOUNTS FOR:
1010 GENERAL FUND

| | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------------|--------------------|-------------------|-----------------|-----------------|--------------|---------------------|-------------|
| 4110 GOVERNING BODY | 145,250 | 145,250 | 4,837.25 | 4,837.25 | .00 | 140,412.75 | 3.3% |
| 4112 GENERAL GOVERNMENT | 5,775,796 | 5,775,796 | 37,751.21 | 37,751.21 | .00 | 5,738,044.79 | 3.3% |
| 4120 COUNTY MANAGER | 724,983 | 724,983 | 26,168.58 | 26,168.58 | .00 | 698,814.42 | 3.6% |
| 4124 WEST END PLAZA | 460,237 | 460,237 | 11,508.78 | 11,508.78 | .00 | 446,092.18 | 3.1% |
| 4125 FINANCE | 1,325,939 | 1,325,939 | 37,356.25 | 37,356.25 | 2,636.04 | 1,288,582.75 | 2.8% |
| 4131 HUMAN RESOURCES | 509,351 | 509,351 | 23,422.75 | 23,422.75 | .00 | 485,928.25 | 4.6% |
| 4134 FACILITIES MANAGEMENT | 3,382,103 | 3,382,103 | 153,986.99 | 153,986.99 | 6,320.03 | 3,221,795.98 | 4.7% |
| 4135 COURT FACILITIES | 765,912 | 765,912 | 24,440.40 | 24,440.40 | 35,430.00 | 706,041.60 | 7.8% |
| 4136 GARAGE | 55,000 | 55,000 | 3,037.90 | 3,037.90 | .00 | 51,962.10 | 5.5% |
| 4140 TAX ADMINISTRATION | 2,873,219 | 2,873,219 | 70,552.13 | 70,552.13 | .00 | 2,802,666.87 | 2.5% |
| 4160 INFORMATION SYSTEMS | 2,769,958 | 2,769,958 | 336,835.99 | 336,835.99 | 111,047.84 | 2,322,074.17 | 16.2% |
| 4170 BOARD OF ELECTIONS | 532,597 | 532,597 | 48,714.48 | 48,714.48 | .00 | 483,882.52 | 9.1% |
| 4180 REGISTER OF DEEDS | 660,947 | 660,947 | 36,233.89 | 36,233.89 | .00 | 624,713.11 | 5.5% |
| 4210 TELECOMMUNICATIONS | 2,605,187 | 2,605,187 | 94,451.82 | 94,451.82 | .00 | 2,510,735.18 | 3.6% |
| 4250 INSPECTIONS | 810,845 | 810,845 | 29,749.24 | 29,749.24 | .00 | 781,095.76 | 3.7% |
| 4260 MEDICAL EXAMINER | 180,000 | 180,000 | 8,750.00 | 8,750.00 | .00 | 171,250.00 | 4.9% |
| 4330 EMERGENCY SERVICES | 6,856,721 | 6,856,721 | 259,113.92 | 259,113.92 | 8,328.18 | 6,589,278.90 | 3.9% |
| 4400 SHERIFF'S OFFICE | 16,409,346 | 16,437,939 | 684,228.11 | 684,228.11 | 58,862.42 | 15,694,848.07 | 4.5% |
| 4425 PRE-TRIAL SERVICES | 75,634 | 75,634 | 2,603.38 | 2,603.38 | .00 | 73,030.62 | 3.4% |
| 4500 ROMAN AREA TRANSIT | 1,715,416 | 1,715,416 | 6,979.68 | 6,979.68 | .00 | 1,708,436.32 | .4% |
| 4805 DIV OF ECONOMIC DEVELOPMENT | 1,200,000 | 1,200,000 | .00 | .00 | .00 | 1,200,000.00 | .0% |
| 4810 TOURISM DEVELOPMENT AUTHORITY | 445,500 | 445,500 | .00 | .00 | .00 | 445,500.00 | .0% |
| 4820 INDUSTRIAL PARK | 20,500 | 20,500 | .00 | .00 | .00 | 20,500.00 | .0% |
| 4830 PLANNING | 573,280 | 573,280 | 28,366.67 | 28,366.67 | .00 | 544,913.33 | 4.9% |
| 4950 COOPERATIVE EXTENSION | 286,841 | 286,841 | 2,136.12 | 2,136.12 | .00 | 284,704.88 | 7.7% |
| 5010 SOIL & WATER CONSERVATION | 69,299 | 69,299 | 2,645.26 | 2,645.26 | .00 | 66,653.74 | 3.8% |
| 5090 SPECIAL APPROPRIATIONS-ED | 1,122,336 | 1,122,336 | 108,395.00 | 108,395.00 | .00 | 1,013,941.00 | 9.7% |
| 5100 HEALTH DEPARTMENT | 5,831,435 | 5,831,435 | 395,812.93 | 395,812.93 | 2,100.00 | 5,433,522.07 | 6.8% |
| 5300 DSS ADMINISTRATION | 22,083,522 | 22,193,400 | 1,091,685.29 | 1,091,685.29 | 98,187.00 | 21,003,527.71 | 5.4% |
| 5510 MENTAL HEALTH | 537,000 | 537,000 | .00 | .00 | .00 | 537,000.00 | .0% |
| 5550 SENIOR SERVICES | 986,052 | 986,052 | 19,032.51 | 19,032.51 | .00 | 967,019.49 | 1.9% |
| 5580 VETERAN SERVICES | 159,339 | 159,339 | 6,359.51 | 6,359.51 | .00 | 152,979.49 | 4.0% |
| 6100 LIBRARY DEPARTMENT | 3,074,399 | 3,074,399 | 122,104.14 | 122,104.14 | 23,282.65 | 2,929,012.21 | 4.7% |
| 6200 PARKS AND RECREATION DEPT | 2,306,798 | 2,306,798 | 104,003.04 | 104,003.04 | 9,623.60 | 2,193,171.36 | 4.9% |
| 6400 ANIMAL SERVICES | 1,512,466 | 1,512,466 | 62,717.51 | 62,717.51 | 11,114.79 | 1,438,633.70 | 4.9% |
| 7110 ROMAN-CABARRUS CC | 3,037,498 | 3,037,498 | .00 | .00 | .00 | 3,037,498.00 | .0% |
| 7120 ROMAN-SALISBURY SCHOOLS | 37,943,462 | 37,943,462 | 2,938,364.33 | 2,938,364.33 | .00 | 35,005,097.67 | 7.7% |
| 7130 KANNAPOLIS CITY SCHOOLS | 2,486,609 | 2,486,609 | 187,514.17 | 187,514.17 | .00 | 2,299,094.83 | 7.5% |
| 7140 ROMAN CHARTER SCHOOLS | 541,599 | 541,599 | 41,453.16 | 41,453.16 | .00 | 500,145.84 | 7.7% |
| 9100 DEBT SERVICE | 16,499,150 | 16,499,150 | .00 | .00 | .00 | 16,499,150.00 | .0% |
| TOTAL GENERAL FUND | 149,351,526 | 149,489,997 | 7,011,312.39 | 7,011,312.39 | 366,932.55 | 142,111,751.66 | 4.9% |



ROWAN COUNTY

NORTH CAROLINA

01/25/2018 08:39
HowdenJM

Rowan County - GENERAL FUND
FY 2017 ACTUAL REVENUES

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FOR 2017 13

ACCOUNTS FOR:
GENERAL FUND
1010

| | ORIGINAL APPROP | REVISED BUDGET | YTD ACTUAL | MTD ACTUAL | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------------|--------------------|-------------------|-----------------|---------------|--------------|---------------------|-------------|
| 1000 AD VALOREM TAX REVENUE | -78,660,969 | -78,660,969 | -80,429,549.09 | | .00 | 1,768,580.09 | 102.2% |
| 2000 SALES, USE AND OTHER TAX REVE | -24,002,500 | -24,336,315 | -25,387,297.80 | -4,056,935.56 | .00 | 1,050,982.80 | 104.3% |
| 3000 OTHER GENERAL REVENUE | -11,229,921 | -13,643,660 | -2,747,178.86 | -144,250.04 | .00 | -10,896,481.14 | 20.1% |
| 4112 GENERAL GOVERNMENT | -422,700 | -898,000 | -325,700.00 | | .00 | -572,300.00 | 36.3% |
| 4124 WEST END PLAZA | -550,000 | -550,000 | -555,086.24 | | .00 | 5,086.24 | 100.9% |
| 4134 FACILITIES MANAGEMENT | -6,500 | -6,500 | -6,500.00 | | .00 | .00 | 100.0% |
| 4135 COURT FACILITIES | -480,000 | -480,000 | -482,596.18 | | .00 | 2,596.18 | 100.5% |
| 4140 TAX ADMINISTRATION | -321,750 | -321,750 | -371,644.05 | | .00 | 49,894.05 | 115.5% |
| 4160 INFORMATION SYSTEMS | -84,540 | -84,540 | -85,229.84 | | .00 | 689.84 | 100.8% |
| 4170 BOARD OF ELECTIONS | -300 | -300 | -65.60 | | .00 | -234.40 | 21.9% |
| 4180 REGISTER OF DEEDS | -579,500 | -778,474 | -648,283.20 | | .00 | -130,190.80 | 83.3% |
| 4210 TELECOMMUNICATIONS | -87,427 | -87,427 | .00 | | .00 | -87,427.00 | .0% |
| 4250 INSPECTIONS | -579,270 | -579,270 | -806,939.86 | | .00 | 227,669.86 | 139.3% |
| 4330 EMERGENCY SERVICES | -3,626,000 | -3,640,846 | -3,801,260.31 | | .00 | 160,414.31 | 104.4% |
| 4400 SHERIFF'S OFFICE | -1,590,337 | -2,722,401 | -2,375,846.90 | -64,344.70 | .00 | -346,554.03 | 87.3% |
| 4425 PRE-TRIAL SERVICES | -30,000 | -42,000 | -9,759.24 | | .00 | -32,240.76 | 23.2% |
| 4500 ROMAN AREA TRANSIT | -1,619,253 | -1,671,289 | -1,369,407.75 | -10,355.57 | .00 | -301,881.25 | 81.9% |
| 4805 DIV OF ECONOMIC DEVELOPMENT | 0 | -300,000 | -75,000.00 | | .00 | -225,000.00 | 25.0% |
| 4820 INDUSTRIAL PARK | -17,080 | -17,080 | -116,579.84 | | .00 | 99,499.84 | 682.6% |
| 4830 PLANNING | -38,595 | -38,595 | -48,360.08 | | .00 | 9,765.08 | 125.3% |
| 4950 COOPERATIVE EXTENSION | 0 | -58,624 | -23,681.68 | | .00 | -34,942.32 | 40.4% |
| 5010 SOIL & WATER CONSERVATION | -28,600 | -29,369 | -28,291.99 | | .00 | -1,077.01 | 96.3% |
| 5100 HEALTH DEPARTMENT | -3,579,852 | -3,634,357 | -3,613,031.87 | | .00 | -21,325.13 | 99.4% |
| 5300 DSS ADMINISTRATION | -15,047,374 | -15,572,460 | -14,608,225.47 | -41,339.00 | .00 | -964,234.53 | 93.8% |
| 5550 SENIOR SERVICES | -605,171 | -605,171 | -632,909.62 | -86,778.00 | .00 | 27,738.62 | 104.6% |
| 5580 VETERAN SERVICES | 0 | 0 | -2,130.15 | | .00 | 2,130.15 | 100.0% |
| 6100 LIBRARY DEPARTMENT | -271,000 | -342,910 | -337,248.00 | | .00 | -5,662.00 | 98.3% |
| 6200 PARKS AND RECREATION DEPT | -1,359,909 | -1,724,547 | -1,370,994.16 | | .00 | -353,552.84 | 79.5% |
| 6400 ANIMAL SERVICES | -328,200 | -447,724 | -428,454.96 | | .00 | -19,269.04 | 95.7% |
| 9100 DEBT SERVICE | -1,400,000 | -1,400,000 | -1,400,000.00 | | .00 | .00 | 100.0% |
| TOTAL GENERAL FUND | -146,546,748 | -152,674,578 | -142,087,252.74 | -4,404,002.87 | .00 | -10,587,325.19 | 93.1% |
| TOTAL REVENUES | -146,546,748 | -152,674,578 | -142,087,252.74 | -4,404,002.87 | .00 | -10,587,325.19 | |



01/25/2018 08:40
HowdenJM

Rowan County - GENERAL FUND
FY 2017 ACTUAL EXPENDITURES

P
glytbdud 1

FOR 2017 13

| ACCOUNTS FOR: | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | MTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------------------------|-----------------|----------------|----------------|--------------|--------------|------------------|----------|
| 1010 GENERAL FUND | | | | | | | |
| 4110 GOVERNING BODY | 141,265 | 128,515 | 111,988.98 | .00 | .00 | 16,526.02 | 87.1% |
| 4112 GENERAL GOVERNMENT | 5,815,240 | 7,139,749 | 5,639,339.36 | 1,193,600.64 | .00 | 1,500,409.64 | 79.0% |
| 4120 COUNTY MANAGER | 522,762 | 499,262 | 460,976.31 | .00 | .00 | 38,285.69 | 92.3% |
| 4124 WEST END PLAZA | 528,382 | 546,090 | 403,604.43 | 14,691.59 | .00 | 142,485.57 | 73.9% |
| 4125 FINANCE | 1,330,602 | 1,370,052 | 1,305,312.04 | 6,899.68 | .00 | 64,739.96 | 95.3% |
| 4131 HUMAN RESOURCES | 434,636 | 437,557 | 420,435.54 | .00 | .00 | 17,121.46 | 96.1% |
| 4134 FACILITIES MANAGEMENT | 2,832,221 | 2,946,564 | 2,587,298.95 | 40,095.57 | .00 | 359,265.05 | 87.8% |
| 4135 COURT FACILITIES | 1,219,723 | 1,576,635 | 565,460.02 | 19,551.32 | .00 | 1,011,174.98 | 35.9% |
| 4136 GARAGE | 40,000 | 52,000 | 50,618.64 | .00 | .00 | 1,381.36 | 97.3% |
| 4140 TAX ADMINISTRATION | 3,209,682 | 3,560,482 | 2,796,976.43 | 155.94 | .00 | 763,505.57 | 78.6% |
| 4160 INFORMATION SYSTEMS | 2,260,494 | 2,638,129 | 2,312,035.17 | .00 | .00 | 326,093.83 | 87.6% |
| 4170 BOARD OF ELECTIONS | 513,748 | 560,598 | 512,534.52 | .00 | .00 | 48,063.48 | 91.4% |
| 4180 REGISTER OF DEEDS | 613,921 | 787,795 | 607,147.34 | .00 | .00 | 180,647.66 | 77.1% |
| 4210 TELECOMMUNICATIONS | 2,688,746 | 2,722,846 | 2,438,569.37 | -63,929.06 | .00 | 284,276.63 | 89.6% |
| 4250 INSPECTIONS | 816,920 | 832,170 | 802,933.28 | 3,436.97 | .00 | 29,236.72 | 96.5% |
| 4260 MEDICAL EXAMINER | 140,000 | 160,000 | 158,900.00 | 3,800.00 | .00 | 1,100.00 | 99.3% |
| 4330 EMERGENCY SERVICES | 5,755,212 | 5,964,692 | 5,772,726.25 | 3,205.56 | .00 | 191,965.75 | 96.8% |
| 4400 SHERIFF'S OFFICE | 15,558,583 | 17,102,652 | 16,172,877.13 | 74,111.76 | .00 | 929,774.80 | 94.6% |
| 4425 PRE-TRIAL SERVICES | 62,469 | 71,019 | 62,578.68 | 1,109.38 | .00 | 8,440.32 | 88.1% |
| 4500 ROMAN AREA TRANSIT | 1,671,589 | 1,725,485 | 1,435,464.13 | .00 | .00 | 290,020.87 | 83.2% |
| 4805 DIV OF ECONOMIC DEVELOPMENT | 0 | 850,000 | 223,070.75 | .00 | .00 | 626,929.25 | 26.2% |
| 4810 TOURISM DEVELOPMENT AUTHORITY | 386,100 | 426,100 | 416,011.24 | .00 | .00 | 10,088.76 | 97.6% |
| 4820 INDUSTRIAL PARK | 1,022,000 | 22,000 | 14,097.33 | 2,303.85 | .00 | 7,902.67 | 64.1% |
| 4830 PLANNING | 563,289 | 583,789 | 545,830.99 | 15,037.19 | .00 | 37,958.01 | 93.5% |
| 4950 COOPERATIVE EXTENSION | 254,350 | 312,974 | 252,772.88 | .00 | .00 | 60,201.12 | 80.8% |
| 5010 SOIL & WATER CONSERVATION | 70,495 | 75,064 | 70,274.74 | .00 | .00 | 4,789.26 | 93.6% |
| 5090 SPECIAL APPROPRIATIONS-ED | 1,180,421 | 1,145,421 | 1,143,856.61 | 10,343.64 | .00 | 1,564.39 | 99.9% |
| 5100 HEALTH DEPARTMENT | 6,040,133 | 6,096,988 | 5,508,318.23 | 3,736.79 | .00 | 588,669.77 | 90.3% |
| 5300 DSS ADMINISTRATION | 22,559,942 | 23,215,038 | 21,448,278.57 | 7,470.45 | .00 | 1,766,759.43 | 92.4% |
| 5510 MENTAL HEALTH | 537,000 | 537,000 | 533,658.00 | .00 | .00 | 3,342.00 | 99.4% |
| 5550 SENIOR SERVICES | 1,047,593 | 1,011,093 | 1,019,496.71 | 72,796.10 | .00 | -8,403.71 | 100.8% |
| 5580 VETERAN SERVICES | 157,837 | 156,337 | 148,141.84 | .00 | .00 | 8,195.16 | 94.8% |
| 6100 LIBRARY DEPARTMENT | 3,086,145 | 3,154,135 | 2,946,303.07 | 16,472.78 | .00 | 207,831.93 | 93.4% |
| 6200 PARKS AND RECREATION DEPT | 2,131,145 | 2,597,258 | 2,142,285.45 | 24,433.25 | .00 | 454,972.55 | 82.5% |
| 6400 ANIMAL SERVICES | 1,385,416 | 1,721,165 | 1,519,200.07 | 5,727.86 | .00 | 201,964.93 | 88.3% |
| 7110 ROMAN-CABARRUS CC | 2,809,998 | 2,909,998 | 2,909,998.00 | .00 | .00 | .00 | 100.0% |
| 7120 ROMAN-SALISBURY SCHOOLS | 37,140,270 | 37,345,270 | 37,250,736.59 | 416,473.45 | .00 | 94,533.41 | 98.7% |
| 7130 KANNAPOLIS CITY SCHOOLS | 2,430,319 | 2,445,319 | 2,412,998.18 | 26,962.06 | .00 | 32,320.82 | 100.0% |
| 7140 ROMAN CHARTER SCHOOLS | 435,858 | 509,673 | 509,673.00 | .00 | .00 | .00 | 100.0% |
| 9100 DEBT SERVICE | 17,152,030 | 16,737,664 | 15,487,718.44 | .00 | .00 | 1,249,945.56 | 92.5% |
| TOTAL GENERAL FUND | 146,546,748 | 152,674,578 | 141,120,497.26 | 1,898,486.77 | .00 | 11,554,080.67 | 92.4% |



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Chairman Greg Edds
DATE: January 29, 2018
SUBJECT: Carolina Thread Trail Corridor Realignment

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| Request From Town of Granite Quarry, NC | 1/25/2018 | Cover Memo |



January 5, 2018

Chairman Greg Edds
Rowan County Commission
130 West Innes St
Salisbury, NC 28144

RE: CTT Corridor Realignment

Dear Chairman Edds:

In 2005, an effort to establish a regional system of walking and biking trails was begun. From that effort, the Carolina Thread Trail (CTT) initiative was born with the goal of developing over time, a system of trails that would crisscross a 15-county area, providing recreational opportunities while connecting over 2.5 million people to local attractions and amenities.

In 2013, the CTT organization reached out to local municipalities across the region, including Rowan County, helping them gather public input, identify points of interest, and develop trail corridors for the routes through their communities. In 2014, eleven individual communities from our County adopted CTT corridors and an overall County map showing the connectivity of each individual plan was adopted. The adopted corridor through Granite Quarry comes from the south on Faith Road, turns into the downtown area on Byrd and Peeler Roads, takes a few turns in the downtown area and then follows North Salisbury Ave. (US Highway-52) north to Salisbury. This corridor was selected to connect several of our existing parks to residential subdivisions and the downtown area, and to take advantage of existing sidewalks. Side trails were designated to access The Old Stone House and the County's, Dunn's Mountain Park.

This year, the NCDOT added the long-discussed eastern route of the Highway-52 Bypass around the Town of Granite Quarry to their TIP. While right-of-way acquisition and construction are not slated to start until 2025, detailed planning and public meetings will begin soon. While considering the impacts of this new roadway on our community, we recognized an opportunity to improve our locally chosen CTT corridor. Starting in the downtown area, we could route the primary trail past The Old Stone House, out toward the Dunn's Mountain Park, and then follow the new highway's corridor back to the original Salisbury connection point. In addition to providing direct access to some of our community's most important amenities and allowing us to create a more natural setting for the trail (as opposed to running next to a busy US Highway), this routing would allow us to work with NCDOT to access State and Federal money designated for alternate transportation infrastructure such as the trail.

Town of Granite Quarry
PO Box 351
Granite Quarry, NC 28072
Phone: 704.279.5596 • Fax: 704.279.6648
www.granitequarrync.gov



While the CTT supports communities' efforts to improve on previously established corridor routes, they want to ensure that the new routings are supported by all entities potentially impacted by the revision. The proposed revised corridor runs in our Extraterritorial Jurisdiction (ETJ) but some portion would be outside of our Town Limits.

Due to this change, we would like to ask that Rowan County submit to us a letter *expressing no opposition* to our proposed corridor revision. This letter would not commit the County in any way to supporting the CTT in general or to participating in development of this section of the trail.

I will be happy to answer any questions you, the Commissioners, or your staff might have on this project. If possible, please include this request for approval by your board on your next regularly scheduled meeting.

Sincerely yours,

Phil Conrad
Town Manager

cc: Mr. Aaron Church, Rowan County Manager
Ms. Tanya Word, Granite Quarry Town Clerk

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: January 29, 2018
SUBJECT: Assignment of Hangar Lease - Steve Blanchard to Jones Marine, Inc

ATTACHMENTS:

Description

Lease

Upload Date

1/30/2018

Type

Cover Memo

NORTH CAROLINA
ROWAN COUNTY

ASSIGNMENT OF HANGAR LEASE

This Agreement made the 29th day of January 2018, by and among Steve Blanchard. (hereinafter referred to as the "Tenant"), Rowan County, a body politic (hereinafter referred to as the "Landlord"), and Jones Marine Inc. (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 1st day of June, 2006 Tenant succeeded to the rights, duties and obligations under that certain Lease Agreement (hereinafter referred to as the "Lease") dated the same date, in which, Rowan County as Landlord, and to which Landlord herein succeeded, for premises located in Rowan County, North Carolina, commonly known as Hangar #50 located at the Rowan County Airport, which premises are more particularly described in the Lease which is hereby incorporated by reference as if herein set forth in full.

WHEREAS, Tenant desires to assign, and Assignee desire to acquire Tenant's interest in and to, the Lease; and

WHEREAS, the Lease provides, among other things, that the Lease may not be assigned without the Landlord's prior written consent.

NOW, THEREFORE, in consideration of the sum of Twenty-Nine Thousand, One Hundred Fourteen and no/100 (\$29,114.00) Dollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and of other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Tenant hereby assigns, transfers and conveys to Assignee, as of the 29th day

of January, 2018 all of Tenant's right, title and interest in and to the Lease, together with any and all rights to Personal Property contained therein or thereon.

2. Assignee assumes the Lease as of the same date and agrees to perform and observe all of the covenants and conditions therein contained on Tenant's part to be performed and observed, which shall accrue from and after that date.

3. Landlord consents to the aforesaid assignment of the Lease by Tenant to the Assignee, upon the express condition that no further assignment of the Lease shall hereafter be made without prior consent of the Landlord.

4. Tenant shall remain liable for the performance and observance of the covenants and conditions contained in the Lease on its part to be performed and observed prior to formal approval of Landlord. As between Tenant and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Tenant harmless from all further liability thereunder. In the event of a default by Assignee which is not timely cured as required by the Lease, Tenant shall have the right to cure said default and re-enter and resume possession of the premise.

5. Any and all notices hereunder shall be sent to the respective parties at that address as inscribed on these presents at the signature section, or as otherwise hereinafter directed by one to the other in writing.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns, as the case may be, and may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto.

SIGNATURE PAGE TO FOLLOW

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

Steve Blanchard.

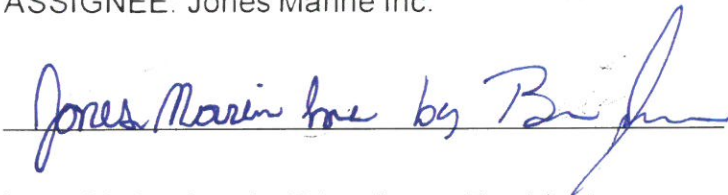


Steve Blanchard.

Mailing Address:

335 Stafford Estates Drive
Salisbury, NC 28146

ASSIGNEE: Jones Marine Inc.



Jones Marine Inc.; by Brian Jones, President

Mailing Address:

10285 Bringle Ferry Rd.
Salisbury, NC 28146

LANDLORD:
ROWAN COUNTY
BY:

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: County Attorney Jay Dees
DATE: January 29, 2018
SUBJECT: Assignment of Hangar Lease - KMD Holdings To Tino Tile & Marble

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------|--------------------|-------------|
| Assignment of Lease | 1/30/2018 | Cover Memo |
| Kyle Davis Lease Agreement | 1/30/2018 | Cover Memo |

NORTH CAROLINA

ASSIGNMENT OF HANGAR LEASE

ROWAN COUNTY

This Agreement made the ____ day of February, 2018, by and among KMD Holdings, LLC, a North Carolina limited liability company (hereinafter referred to as the "Tenant"), Rowan County, a body politic (hereinafter referred to as the "Landlord"), and Tino Tile & Marble Company, Inc., a North Carolina corporation (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, on or about the 19th day of January, 1998, Tenant entered into that certain Lease Agreement (hereinafter referred to as the "Lease") dated the same date, in which, Rowan County as Landlord, for premises located in Rowan County, North Carolina, commonly known as Hangar #9 located at the Rowan County Airport, which premises are more particularly described in the Lease which is hereby incorporated by reference as if herein set forth in full.

WHEREAS, Tenant desires to assign, and Assignee desire to acquire Tenant's interest in and to, the Lease; and

WHEREAS, the Lease provides, among other things, that the Lease may not be assigned without the Landlord's prior written consent.

NOW, THEREFORE, in consideration of the sum of Twenty-five Thousand Five Hundred and no/100 (\$25,000.00) Dollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and of other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Tenant hereby assigns, transfers and conveys to Assignee, as of the date

above all of Tenant's right, title and interest in and to the Lease, together with any and all rights to Personal Property contained therein or thereon.

2. Assignee assumes the Lease as of the same date and agrees to perform and observe all of the covenants and conditions therein contained on Tenant's part to be performed and observed, which shall accrue from and after that date.

3. Landlord consents to the aforesaid assignment of the Lease by Tenant to the Assignee, upon the express condition that no further assignment of the Lease shall hereafter be made without prior consent of the Landlord.

4. Assignee's liability under the Lease shall be primary, and Assignee shall hold Tenant harmless from all further liability thereunder. In the event of a default by Assignee which is not timely cured as required by the Lease, Tenant shall have the right to cure said default and re-enter and resume possession of the premise.

5. Any and all notices hereunder shall be sent to the respective parties at that address as inscribed on these presents at the signature section, or as otherwise hereinafter directed by one to the other in writing.

6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns, as the case may be, and may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto.

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

TENANT: KMD Holdings, LLC
BY:

Its: Manager/Member

Mailing Address: _____

ASSIGNEE: TINO TILE & MARBLE COMPANY, INC.
BY:

Its: _____ President

Mailing Address: _____

LANDLORD: ROWAN COUNTY
BY:

Its: Chairman/Manager

Mailing Address: _____

NORTH CAROLINA

ROWAN COUNTY AIRPORT

October 10, 2008

H
Mr. Thad Rowell:

Dear Sir:

This is to notify Rowan County, per Agreement for Estate of Years and Ground Lease dated January 19, 1998, on Hanger # 9 as described in agreement, between Rowan County (Lessor) and Rick Pegram (Lessee), that on October 10, 2008, I have sold and assigned, my rights and obligations in full covered by this lease agreement

to KYLE DAVIS of KMD HOLDINGS, LLC
1001 W. INNES ST, SALISBURY, NC 28144 704-636-6471

I Rick Pegram, further state that I have delivered to KYLE DAVIS, a copy of the original Lease agreement from Rowan County, with respect to the obligations contained in this agreement.

KMD HOLDINGS, LLC, by purchase of Hanger #9 agrees to these and all obligations as stated in Lease Agreement with Rowan County.

I Rick Pegram, state that all taxes for 2008 and prior years are paid in full, and that the Ground Lease to Rowan County is paid in full and through December 2008.

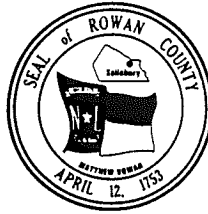
If there are any questions, I can be reached at 704-791-2756, or by mail at 11400 Flowe Store Road, Midland, N.C. 28107.

Sincerely,



Rick Pegram

Need
N#820 D#
SW# 40.893
Year 2007
Mfg =
Diamond
K/C
Model =
DA40



Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144

Jim Neely, Chairman
J. Newton Cohen, Vice-Chairman
Steve Blount
Dave Rowland
Frank T. Tadlock
Tim Russell, Manager
John Holshouser, Jr., Attorney

Telephone (704) 636-0361
FAX (704) 638-3092

RECEIPT

Name Rick Pegrum

Check/Money Order Number: 141

Date: 1-19-98

Purchase Price: \$ 22,500

Hangar Number: 9

Kelly Dickinson

Kelly Dickinson, Clerk
Rowan County Board of Commissioners

Equal Opportunity Employer



recycled paper

NORTH CAROLINA

ROWAN COUNTY

AGREEMENT FOR ESTATE
OF YEARS AND GROUND LEASE

THIS AGREEMENT, made this 19th day of January, 1998, between Rowan County, North Carolina, a body politic, party of the first part, hereinafter called the Lessor, and Pick Pegrum, hereinafter called the Lessee, all of Rowan County, North Carolina.

WITNESSETH:

That the said party of the first part, in consideration of the agreements and covenants hereinafter mentioned to be fulfilled by the said party of the second part, his heirs, and assigns, as personal property that "T-Hangar" designated as:

Hangar No. 9

as shown upon a plat thereof entitled "Rowan County Nested Tee Hangars, T-1, prepared by James F. Morton, P.E., dated April 15, 1997, as filed in the office of the Rowan County Manager, 130 West Innes Street, Salisbury, North Carolina, to have and to hold same with all privileges and appurtenances thereunto belonging to the said Lessee, his heirs and assigns, subject to the following terms and conditions.

1. INTERIOR HANGAR: It is herewith agreed that the Lessee shall have the exclusive and assignable right to the interior enclosed space of the above-described hangar which is herewith conveyed for a period which is determined to be the useful, economic life of the hangar building from and after the date hereof. In consideration for this estate of years, undersigned shall make a one (1) time payment of Twenty-Two Thousand Five Hundred and no/100 Dollars (\$22,500.00), contemporaneously upon the execution of this indenture, the receipt of which is hereby acknowledged.

The term "useful", economic life" shall be defined as follows;

The hangar designated in this Agreement is, in all respects, personal property and based on construction is estimated to have an useful, economic life of forty (40) years. The actual life shall be determined as being the length of time in which the group of ten (10) hangars maintains compliance with North Carolina State Building Code for safe enclosure of aircrafts.

The building representing the ten (10) "T-Hangars" shall be declared out of compliance and uninhabitable when at least four (4) individual hangars are separately determined to be uninhabitable. At such time, the entire building shall be determined to have no further useful, economic life and value.

2. GROUND LEASE:

(a) The land located directly beneath the interior closed hangar space above designated, is herewith leased to the Lessee at an initial rental of Ten and no/100 Dollars (\$10.00) per month. The Lessor, Rowan County, reserves the right to adjust the monthly rental in five (5) year increments with the specific understanding that any increase shall not exceed fifteen percent (15%) of the amount paid being paid on the preceding fifth year anniversary date. The term of the initial lease and all extensions thereof shall also coincide with the useful, economic life of the hangar building as set forth in Article I above.

(b) The first installment of rental shall be due on the 1st day of calendar month following the execution of this Agreement with all future rental payments being due on the first day of each consecutive calendar month thereafter. Any installment or installments of unpaid rent shall be deemed to constitute a lien upon the hangar previously described and collection of the same may be enforced in law or equity. Any subsequent purchaser of the hangar which is the subject of this Agreement, shall be deemed to fully assume all responsibility for unpaid ground lease rents and accept full responsibility for payment of the same.

3. FUTURE RELOCATION: The Lessor retains the right to relocated the T-Hangar building to another location within the Rowan County Airport, however, such relocation shall be done so as to continue to provide access to a ramp and taxi-way and/or other amenities relating to runway access.

4. UTILITIES: The Lessee shall be responsible for all utility services used in connection with that respective hangar to include electricity, which shall be separately metered.

5. INSURANCE: The Lessor shall provide a policy of insurance for fire and extended coverage on the T-Hangar building. Lessor shall not, in any respect, be liable for any damage to Lessee's aircraft, fixtures, equipment or other contents of the individual T-Hangar, regardless of the cause thereof and accordingly, the Lessee, shall, at its own expense, at all times, maintain, enforce a policy of insurance naming the Lessor, Rowan County, as an additional insured against liability for injury to or the death of any person or loss or property damage occurring on or about the demised premises, which insurance shall be in an amount of not less than One Million and no/100 Dollars (\$1,000,000.00), combined, single limit for bodily injury and property damage.

6. MAINTENANCE AND REPAIRS:

(a) By: Lessor, Rowan County, North Carolina; Rowan County shall from time to time provide such maintenance as shall be necessary to keep in a good state of repair, the structural portion of the T-Hangar building, including roof and walls except to the extent that such damage thereto has resulted from a negligent or

willful act by the Lessee, in which event, Rowan County assumes no responsibility to provide such maintenance. The undersigned agrees to pay 1/10th of the costs of any such structural maintenance performed by the Lessor.

(b) By: Lessee; The interior portion of the hangar space which is the subject to this Agreement shall be at all times maintained by the Lessee including the floor space, sliding door and such routine maintenance as may be necessary to keep the hangar facility in a safe, sanitary condition free from debris, trash and related materials. No hazardous or ignitable materials may be stored at any time within the hangar facility, including fuel, with the exception of that fuel which is located within the fuel tank of the aircraft. In the event that damage results from either a negligent or willful act of the Lessor, the Lessee shall promptly and without delay repair such damage at his expense.

7. SIGNAGE AND EXTERIOR APPEARANCE: The Lessee shall be permitted to place his sign upon the exterior portion of the hangar premises, however, the size, manner and installation shall be subject to Lessor's approval. All signage shall be in compliance with any local zoning and/or signage ordinance; however, in no event shall the size of the sign exceed ten (10) square feet.

8. USE OF LEASED PREMISES:

(a) The hangar, which is the subject of this Agreement, shall be used in the manner compatible with other Lessees of adjoining hangars, including excessive noises in non-airport related activities which could disturb an adjacent Lessee's use of his hangar.

(b) Hangars are to be used primarily for aircraft storage including the use for an aircraft related activity, such as repair on an aircraft owned or leased by the undersigned party to this Agreement.

(c) Any Lessee who wishes to conduct or operate any business related activity on the grounds of the Rowan County Airport must first receive prior written permission from Rowan County before engaging in such airport related business. It should be noted that the fixed base operator is currently franchised by Rowan County to engaged in the sale of aircraft, parts and supplies, repairs to other aircraft, fueling as well as the chartering or renting of aircraft.

9. TAXES: The hangar which is the subject to this Agreement is in all respects deemed to be personal property and subject to Rowan County property tax based upon a levy assessed by the office of the Rowan County Tax Assessor. The Lessee shall pay all taxes upon the hangar, as assessed, together with taxes upon all personal property located within the confines of the hangar itself.

10. ALTERATIONS: No alteration, addition or improvement to the hangar which is the subject of this Agreement, shall be made without the express written consent of the lessor. Additionally. No hangar exterior shall be repainted or colors changed without the express written consent of Rowan County.

11. RIGHT OF INSPECTION: Rowan County shall have the unqualified right to make routine inspections of the hangar, interior and/or exterior, in order to insure compliance with this Agreement or to perform maintenance and such repairs as may be required.

12. SALE AND ASSIGNMENT: The Lessee shall have the unqualified right to sell and/or assign the estate for years as set forth in this Agreement to any third party with the further stipulation that Rowan County be notified in writing of such sale/or assignment in order to insure future compliance and enforcement with respect to the obligations contained in this Agreement.

13. EXCULPATORY PROVISIONS: The Lessor shall not be responsible or liable to the Lessee for any injury or damage resulting from acts or omissions of persons occupying the leased property, or hangars adjoining the leased property, or any part of the building of which the leased property is a part.

14. INDEMNITY: The Lessee shall indemnify the Lessor against all liabilities, expenses, including reasonable attorneys' fees, and losses incurred by the Lessor as a result of (a) failure by the Lessee to perform any covenant required to be performed by the Lessee hereunder; (b) any accident, injury, or damage which shall happen in or about the leased property resulting from the condition, interior maintenance, or operation of the leased property; (c) failure to comply with any requirements or any governmental authority; and (d) any mechanic's lien, or security agreement, or any materials used in the construction or alteration of any building or improvements thereon.

15. DEFAULT: Any installment of ground lease rent remaining overdue and unpaid for One Hundred Fifty (150) days, as well as any failure to comply with the terms and conditions of this Agreement, shall constitute a default. Lessor shall give written Notice of Default, and Lessee shall thereafter have thirty (30) days to cure such default. A failure to cure shall render the ground lease null and void and Lessor shall have the right to re-enter and assume possession of the hangar which is the subject of this Agreement. Lessor shall thereupon refund to Lessee the depreciated value as determined by fifteen (15) year straight line depreciation, with a residual value of 1/3 of original purchase price. Lessee shall pay any and all costs related to default, retaking, and removal of hangar contents, including reasonable attorney fees.

16. AUTOMOBILE PARKING: Automobiles/vehicles must be kept either inside the hangar or in designated areas at all times, except during loading and unloading passengers, luggage or freight. Vehicles may not block public ramps, taxiways and other hangars which would impede the traffic of aircraft attempting to use the ramps and taxiways for movement.

17. WARRANTY: The Lessor shall provide a warranty against structural integrity and faulty workmanship for a period of one (1) year from date of Agreement. During this period, the Lessor shall repair and/or replace the following: concrete floor, doors and sliding devices, roof and interior panels.

18. MISCELLANEOUS: It is distinctly understood and agreed that the Lessee may install such fixtures and appliances as may be necessary for the proper use of his hangar facility, which at the expiration of the term may be removed provided that the same are all movable fixtures, but any permanent improvements attached to the building by the Lessee shall immediately become the property of the Lessor and cannot be removed.

If the building herein leased shall be destroyed or rendered unfit for use by fire or other casualty during said term, this lease shall thereupon terminate or in the alternative, ground lease rents shall be suspended during that period when the hangar is under reconstruction.

In testimony whereof, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties.

LESSOR
ROWAN COUNTY

By: Tim Rumer (SEAL)

Kelly Dickinson
Witness

LESSEE

By: Art Ray (SEAL)

SPECIAL WARRANTY: The concrete floor is covered by a three (3) year warranty against additional cracking or appearance of cracking.

Theresa
Ray

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

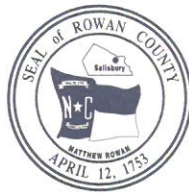
MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice-President of Operations, EDC
DATE: January 30, 2018
SUBJECT: Public Hearing: Project Wheel

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------------|--------------------|-------------|
| Notice of Public Hearing | 1/30/2018 | Cover Memo |
| Executive Summary | 1/30/2018 | Cover Memo |
| Preliminary Plat | 1/30/2018 | Cover Memo |
| Preliminary Site Plan | 1/30/2018 | Cover Memo |
| Purchase Agreement With TKC | 1/30/2018 | 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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Rowan County Board of Commissioners will hold a public hearing in the J. Newton Cohen, Sr. Room on the second floor of the J. Newton Cohen, Sr. Rowan County Administration Building in Salisbury, North Carolina, beginning at 3:00 p.m., or as soon thereafter as may be heard, on Monday, February 5, 2018 on the following:

In accordance with North Carolina General Statutes §158-7.1(c), the purpose of the hearing will be to receive public comments on a proposed sale of real property pursuant to NCGS 158-7.1.

The sale would be to TKC CXVII, LLC, for the purchase +/- 8.217 acres of county-owned property, specifically a portion of Parcel 402C 003 for the offered price of \$20,000 per acre. The proposed project is expected to (1) create investment in real estate improvements, approximately \$11 million dollars, and (2) will create 94 jobs at the site. Rowan County will recover any costs associated with the project, and the public will benefit through future property, business taxes, stimulation of the economy, promotion of business, and the creation of jobs in the County.

All persons are invited to attend this public hearing and present their views.

This the 19th day of January 2018.

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



November 9, 2017



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC
IMPACT
SUMMARY

SUMMARY OF PROPOSED EXPANSION OF PROJECT
WHEEL IN ROWAN COUNTY



Submitted by:
The Rowan EDC

November 9, 2017

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

Re: Summary of Proposed Expansion of Project Wheel in Rowan County, NC

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Commission, please allow me to present to you this summary of the proposed expansion of Project Wheel in Rowan County.

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

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

- David Hartigan, President, Hartigan Management, Inc.
- Melanie O'Connell Underwood, Regional Industry Manager, Economic Development Partnership of NC
- Mary Johnson, OneNC Program Manager – North Carolina Department of Commerce

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

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

Sincerely,



Scott Shelton
Vice President of Operations

Contents

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

1. Project Description

About The Company

The Company behind Project Wheel has been a valued manufacturing employer in Rowan County for several decades. Its parent company is a recognized industry leader in its field with facilities in over two dozen countries. The Company's current facility in Rowan County employs over 25 people.

Proposed Project

Project Wheel is a reorganization of some of the parent company's current operations. The parent company says that it hopes to "gain synergies through the combination of similar processes at one location." The parent company also hopes that the reorganization will improve proximity to its customer base and enable them to "fully utilize the cost advantages of gathering shared resources at a common site."

Project Wheel's facility in Rowan County is under consideration for this reorganization, along with facilities in Kentucky and Indiana.

If our community were chosen for this reorganization, 94 full-time jobs would be transferred from one of the parent company's midwestern locations to Rowan County. As a result, the company would have to build a new 100,000 square foot facility in Rowan County to handle the increase in total employment and workload.

If Rowan County were chosen for this project, the Company would add these 94 new jobs by the end of 2019. These new jobs would pay an average annual salary of \$33,334, with benefits.

The Company would also invest approximately \$11 million dollars in improvements to its chosen location through the construction of the new facility, placement of new equipment and other improvements as part of the proposed project. These improvements are estimated to take a year to complete.

It is also important to note that if we are not selected for this project, the Company will likely move the 25+ existing Rowan County jobs out of our community to the chosen location.

2. Regulatory Approval Process

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

3. Requested Assistance

This project would retain current employment levels in Rowan County, as well as add 94 new full time jobs that would pay an average salary of \$33,334. Construction of the Company's new facility and placement of new equipment will increase the County tax base by approximately \$11 million dollars and provide approximately \$728,750 in increased tax revenue for Rowan County over a ten-year period.

This project is competitive in nature. Facilities owned by Project Wheel's parent company in Kentucky and Indiana are also being considered for the project.

Under Rowan County's adopted Investment Grant Program, companies may apply for a five-year grant, supporting their investment in Rowan County. Grants are calculated on a percentage of the actual property taxes paid to the County. Agreements are contractual in form and the recipient company must continue to meet all criteria set forth in order to continue receiving the grant.

The program sets forth three grant levels based on the minimum total project investment:

- Level 1 grant category - \$ 5 million
- Level 2 grant category - \$ 50 million
- Level 3 grant category - \$100 million

It is estimated that approximately \$11 million of new investment will register as increases to the tax base of Rowan County. This proposal meets the investment criteria for a "Level 1 Grant."

According to the adopted "Rowan County Investment Grant Program", a Level 1 grant is defined as follows:

"Level 1 grant – a grant award based upon the project's estimated tax revenue generation value, to be calculated to equate to approximately 75% of the value of real and personal property tax revenue value anticipated to be generated by the project. The value for real and personal property investments shall be calculated based on a period of five (5) consecutive years in determining value for grant calculation purposes. The beginning date for grant calculations is to be the date of useful occupancy and/or production startup."

The Company is requesting assistance under this program for the amount and duration adopted in the policy. Approval of this request would also be consistent with the County's longstanding goal of providing assistance to existing industry. We respectfully request that the Board of Commissioners consider approving this request based on the project's potential impact on our community.

Draft Relocation and Expansion Assistance Agreement

At the time of preparation of this summary, the Company had not requested any special modification to the County's standard grant agreement, and a "Draft" copy is attached.

4. Model of County Revenue – 10-Year Horizon

Revenue Calculations

In order to illustrate the revenue impact of this potential project on our community, we have projected revenue returns for a 10-year study period through 2027.

The Company expects that the majority of construction, equipment installation, and infrastructure improvements will be complete by December 31, 2018.

Summary of Findings

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

- The County tax rate is fixed at the current rate of .6625
- \$11 million of new equipment and construction occurs prior to December 31, 2018
- The project is complete by December 31, 2018

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

Incorporating the above framework, the following outcomes are projected:

- During each year of the proposed 5-year incentive agreement, the proposed facility would generate \$72,875 of new revenue annually for Rowan County. The County would provide an incentive grant of approximately \$54,656. Rowan County would retain approximately \$18,219.
- During the five incentivized years, Rowan County would collect \$364,375 in revenue and provide incentive grants totaling \$273,281. The County would retain \$91,094 of revenue during the incentive term.
- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated \$728,750, disburse a \$273,281 grant and retain an estimated \$455,469 of new revenue.

Proposed Project:

| <i>(Construction Completed by December 31, 2018)</i> | | Time Period | FY 19-20 | FY 20-21 | FY 21-22 | FY 22-23 | FY 23-24 |
|--|--|---------------|--------------|--------------|--------------|--------------|--------------|
| | | Calendar Year | 2018 | 2019 | 2020 | 2021 | 2022 |
| Total Capital Investment | Total planned amount of Expansion project | | \$11,000,000 | \$11,000,000 | \$11,000,000 | \$11,000,000 | \$11,000,000 |
| County Tax Rate | 0.6625% | | 0.6625% | 0.6625% | 0.6625% | 0.6625% | 0.6625% |
| County Tax Revenue | Local Taxable Capital Investment times County Tax Rate | | \$72,875 | \$72,875 | \$72,875 | \$72,875 | \$72,875 |
| Expansion Grant % | 75% for 5 years. Paid in FY 2018-2021 | | 75% | 75% | 75% | 75% | 75% |
| Expansion Grant % | County Tax Revenue times Expansion Grant | | \$54,656 | \$54,656 | \$54,656 | \$54,656 | \$54,656 |
| | | | | | | | |
| County Net Revenue | County Tax Revenue minus Expansion Grant | | \$18,219 | \$18,219 | \$18,219 | \$18,219 | \$18,219 |

| FY 24-25 | FY 25-26 | FY 26-27 | FY 27-28 | FY 28-29 | 10 Year Sum. |
|--------------|--------------|--------------|--------------|--------------|--------------|
| 2023 | 2024 | 2025 | 2026 | 2027 | |
| \$11,000,000 | \$11,000,000 | \$11,000,000 | \$11,000,000 | \$11,000,000 | \$11,000,000 |
| 0.6625% | 0.6625% | 0.6625% | 0.6625% | 0.6625% | 0.6625% |
| \$72,875 | \$72,875 | \$72,875 | \$72,875 | \$72,875 | \$728,750 |
| | | | | | |
| \$0 | \$0 | \$0 | \$0 | \$0 | \$273,281 |
| | | | | | |
| \$72,875 | \$72,875 | \$72,875 | \$72,875 | \$72,875 | \$455,469 |

5. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Wheel would retain current employment levels as well as create 94 new full time positions.

The Company plans to invest approximately \$11 million dollars in taxable improvements as part of the proposed expansion. Rowan County should retain \$455,469 in new tax revenue generated by this expansion over a ten-year period. By assisting this local company with its proposed expansion, we are confident that the existing, mutually beneficial relationship will grow and prosper.

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

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

6. Draft Incentive Agreement

NOTES

THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY.

#4 REBAR AT ALL CORNERS UNLESS OTHERWISE NOTED.

AREAS COMPUTED BY COORDINATE METHOD.

UNADJUSTED RATIO OF PRECISION: 1: 68.073

SUBJECT TRACT ADDRESS: 115 SUMMIT PARK DRIVE

SUBJECT TRACT DEED REFERENCE: DB 1124 PG 120, DB 231 PG 7, PB 9995 PG 6467

SUBJECT TAX PARCEL: 402C003, 402C007

SUBJECT TRACT ZONED: CBI (COMMERCIAL, BUSINESS, INDUSTRIAL)

ZONING REQUIREMENTS:
PER MB 9995 PG 6467
MINIMUM SETBACK FRONT=60' OR 10% OF THE LOT DEPTH, BUT NO MORE THAN 100'
MINIMUM SETBACK SIDE STREET=50'
MINIMUM SETBACK SITE=40'
MINIMUM SETBACK REAR=40'

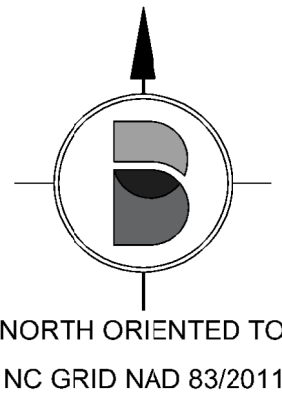
THE NCGS COORDINATES WERE ESTABLISHED BY USING A LEICA MODEL GS14 (GNSS) AND THE NORTH CAROLINA GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REAL TIME NETWORK (RTN) UTILIZING THE NORTH CAROLINA CONTINUOUSLY OPERATING REFERENCE STATION (CORS)

BURTON ENGINEERING ASSOCIATES HAS NO KNOWLEDGE OF FIELD DELINEATED WETLANDS ON SUBJECT TRACT

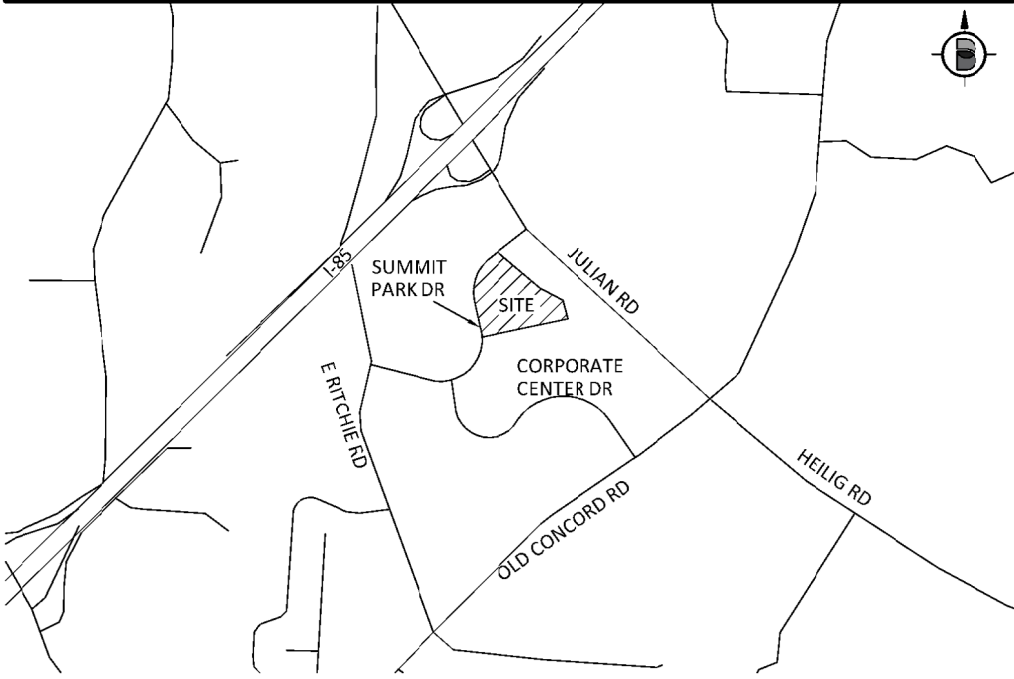
THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

THE PURPOSE OF THIS MAP IS TO RECOMBINE TAX PARCEL 402C007 (TRACT 12 AS SHOWN ON MAP BOOK 9995 PAGE 6467) WITH A PORTION OF TAX PARCEL 402C003

| LEGEND | |
|---------------------------------------|-------------------------------|
| R/W = RIGHT-OF-WAY | |
| DB = DEED BOOK | |
| MB = MAP BOOK | |
| PG = PAGE | |
| NCGS = NORTH CAROLINA GEODETIC SURVEY | |
| NAVD = NORTH AMERICAN VERTICAL DATUM | |
| CF = COMBINED GRID FACTOR | |
| R/W | = RIGHT OF WAY LINE |
| SSE | = SANITARY/SEWER EASEMENT |
| PDE | = PERMANENT DRAINAGE EASEMENT |
| ● | = IRON (SEE DESCRIPTION) |



VICINITY MAP NOT TO SCALE



I, CARY H. WATTS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK ---, PAGE ---, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK ---, PAGE ---; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1: ---; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS --- DAY OF ---, A.D., 2018.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4202

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT FOR RECORDATION IS AN EXCEPTION TO THE SUBDIVISION ORDINANCE OF ROWAN COUNTY, NORTH CAROLINA AS DEFINED IN SECTION 22-6.

SUBDIVISION ADMINISTRATOR
ROWAN COUNTY, NORTH CAROLINA

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I(WE) HEREBY CERTIFY THAT I(WE) ARE THE OWNER(S) OF THE PROPERTY SHOWN HEREON, WHICH IS LOCATED IN THE JURISDICTION OF ROWAN COUNTY AND THAT I(WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM LOT SIZE AND BUILDING SETBACK LINE AS NOTED.

OWNER(S)

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I(WE) HEREBY CERTIFY THAT I(WE) ARE THE OWNER(S) OF THE PROPERTY SHOWN HEREON, WHICH IS LOCATED IN THE JURISDICTION OF ROWAN COUNTY AND THAT I(WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM LOT SIZE AND BUILDING SETBACK LINE AS NOTED.

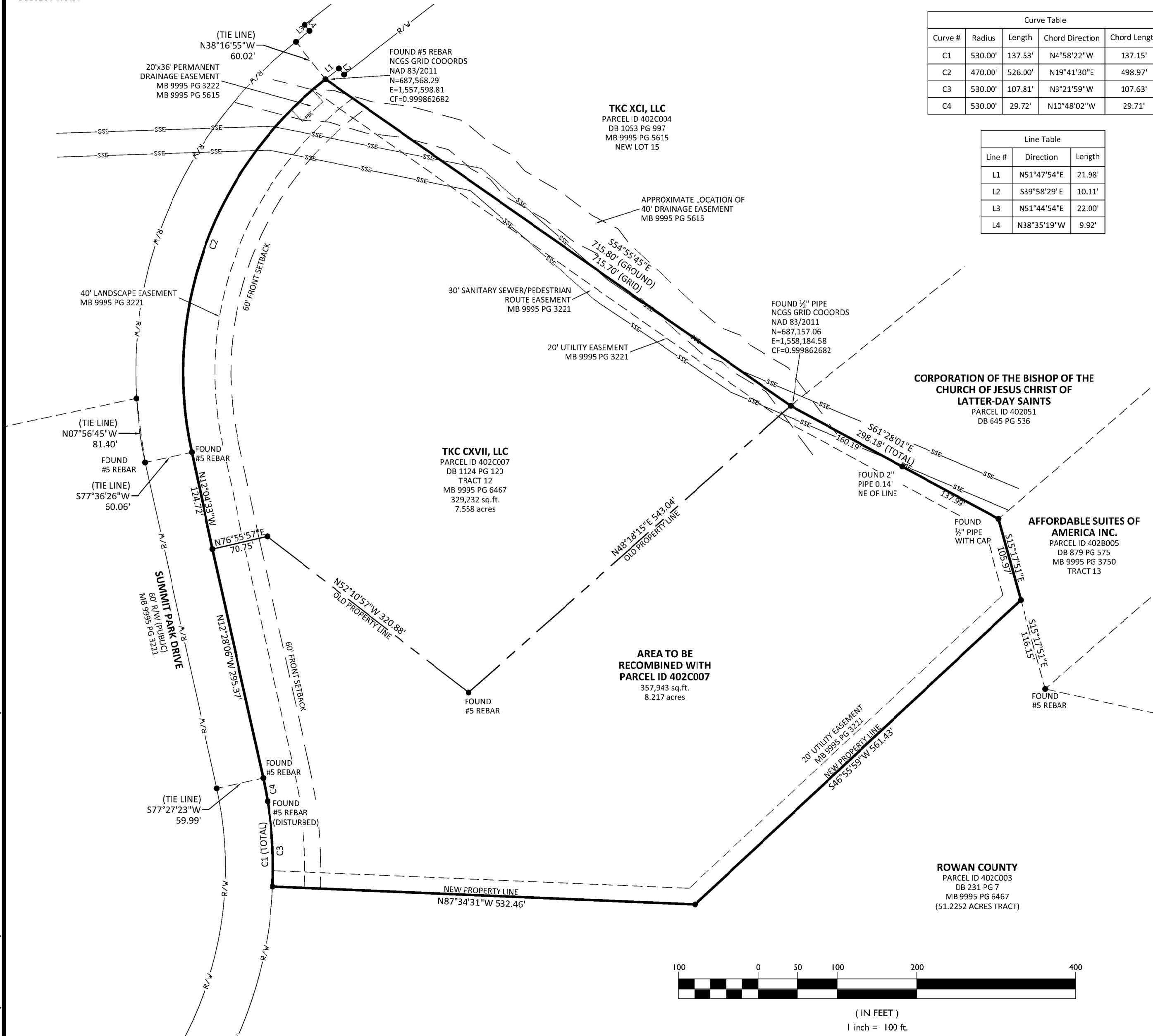
OWNER(S)

REVIEW OFFICER CERTIFICATION
STATE OF NORTH CAROLINA
ROWAN COUNTY

I, ---, REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

S:\PROJECTS\17554.027 PROJECT INFINITY\4. SURVEY\DRAWINGS\017554.027 PROJECT INFINITY.DWG RM 1/15/2018 2:44:39 PM HP02-FS-OCECTB TCURTIS



PRELIMINARY PLAT
NOT FOR RECORDATION,
SALES, OR CONVEYANCE.



5950 FAIRVIEW RD STE 100
CHARLOTTE NC 28210
(T) 704.553.8881
burtonengineering.com
FIRM #C-1157



PROJECT INFINITY
RECOMBINATION SURVEY

OWNER: TKC CXVII, LLC
LITAKER TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA
CLIENT: THE KEITH CORPORATION
4500 CAMERON VALLEY PARKWAY, SUITE 400, CHARLOTTE, NC 28211

PTC
DRAWN BY
CHW
CHECK BY
1/10/2018
DATE
12/19/17 - 1/09/18
SURVEY DATE

REVISIONS

THIS DRAWING IS THE PROPERTY OF BURTON ENGINEERING ASSOCIATES AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

PROJECT NUMBER
017.554.027

Sheet 1 of 1

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE (the “Contract”) is made and entered into this ____ day of _____, 2018 (the “Effective Date”) by and between **ROWAN COUNTY**, a body corporate and politic (“Seller”), and **TKC CXVII, LLC**, a North Carolina limited liability company (“Buyer”). For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, Buyer and Seller hereby agree as follows:

SECTION 1. Description of Property. Seller is the owner of that certain tract of land located in Rowan County, North Carolina and consisting of approximately 8.22 acres, as such land is identified and shown as “Area to be Recombined with Parcel ID 402C007” on the site plan attached hereto and incorporated herein as Exhibit A (the “Property”).

SECTION 2. Sale of Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property. The purchase price to be paid by Buyer for the Property (the “Purchase Price”) shall be the product of (a) Twenty Thousand and No/100 Dollars (\$20,000.00) multiplied by (b) the number of net acres within the portion of the Property being purchased (rounded to the nearest 1/1000th of an acre) (the number of “net” acres being the total number of acres less any portion within a public right-of-way or a 100-year flood plain area) as reflected on the Survey (as hereinafter defined). The Purchase Price shall be paid in full at Closing.

SECTION 3. Initial Deposit; Inspection Period.

(a) Within 3 days after the Effective Date, Buyer shall pay a deposit to Investors Title Insurance Company, 5925 Carnegie Boulevard, Suite 550, Charlotte, NC 28209 (the “Escrow Agent” and “Title Company”) in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the “Initial Deposit”).

(b) As used herein, the term “Inspection Period” shall mean the period commencing on the Effective Date and ending at 5:00 p.m. on the day that is one hundred and twenty (120) days after the Effective Date; provided, however, that if such day is not a Business Day (as hereinafter defined), then the Inspection Period shall end on the next business day. At any time prior to the end of the Inspection Period (as hereinafter defined), Buyer may elect to terminate this Contract, for any reason or for no reason at all, by giving written notice of such decision to Seller. In the event such notice of termination is given at any time prior to the expiration of the Inspection Period, then the entire amount of the Deposit (as hereinafter defined) shall be returned to Buyer, and upon any such termination, neither party hereto shall have any obligation or liability to the other.

SECTION 4. Tests and Other Investigations.

(a) Prior to the date of Closing, Buyer and its agents and representatives shall have the right to go onto the Property for the purpose of conducting surveys, soil tests, environmental investigations and other inspections. Buyer agrees to indemnify and hold Seller harmless from all liabilities, claims, damages, liens, costs and expenses (including reasonable attorneys’ fees) in connection with its inspection of the Property. Buyer is authorized to conduct customary environmental inspections of the Property (including soil borings), and notwithstanding anything set forth herein to the contrary, in the event of a release or similar occurrence resulting in liability to Buyer under any environmental law, rule or regulation, Seller agrees to indemnify and hold Buyer harmless from all liabilities, claims, demands, liens, costs and expenses (including reasonable attorneys’ fees) in connection therewith. Notwithstanding anything set forth herein to the contrary, Buyer shall in no event be liable to Seller or any other party for any reduction in the value of the Property caused by Buyer’s discovery of any condition or state of facts affecting the Property, such as the existence of any hazardous substances or materials on the Property.

(b) On or before the date that is five (5) business days after the Effective Date, and thereafter immediately upon Buyer's request, Seller shall provide Buyer copies of all title and other information regarding the Property in Seller's possession or reasonably available to Seller, including, but not limited to, title insurance policies, attorneys' opinions on title, copies of all documents relating to all title exceptions, surveys, site plans, deeds, deeds of trust, promissory notes, loan agreements relating to the Property, environmental reports, engineering and soil tests and studies, inspection reports, property condition reports, plans, specifications, drawings, studies, zoning letters, certificates or other information.

SECTION 5. Survey; Title to the Property.

(a) Prior to the date of Closing, Buyer, at Buyer's sole cost and expense, shall obtain a physical and boundary survey of the Property (the "Survey"). The Survey shall be certified to both Buyer and Seller and must reflect (i) a metes and bounds description of the Property and (ii) the total number of "net" acres within the Property.

(b) At the Closing, Seller shall deliver, or cause to be delivered, to Buyer a special warranty deed in form and content reasonably satisfactory to Buyer's counsel with documentary or other required stamps to be affixed thereto at Seller's expense, conveying to Buyer good, indefeasible, fee simple, marketable and insurable title to the Property, such title to be insurable both as to fee and marketability at regular rates by the Title Company, subject only to the Permitted Exceptions (as defined below).

(c) The Property shall be conveyed by Seller to Buyer free and clear of all liens, encumbrances, claims, rights-of-way, easements, leases, restrictions and restrictive covenants, except for the Permitted Exceptions. Seller may not encumber the Property in any way after the date hereof unless Seller obtains Buyer's prior written consent. For purposes of this Section, the term "Title Exceptions" shall mean any defects in, interests in, exceptions to, or conditions, liens, encumbrances or other matters of record relating to the title to the Property, whether evidenced by written instrument, disclosed on a survey or otherwise evidenced; any encroachments upon or by the Property; any boundary disputes regarding the boundaries of the Property; and the terms, provisions and conditions set forth in any instruments evidencing or referring to any such defects, exceptions, conditions, liens, encumbrances, overlaps, encroachments or boundary disputes or other matters. During the Inspection Period, Buyer shall have the right to study and investigate the title to the Property (including the Survey) to the extent it deems necessary. Buyer shall have the right to make objections to any Title Exception (collectively, the "Objections") on or prior to the end of the Inspection Period. In the event Buyer notifies Seller of any Objections, then Seller shall have fifteen (15) days after the receipt of such notice within which to notify Buyer as to whether Seller will cure any or all of the Objections. If Seller does not respond within such fifteen (15) day period, then Seller shall be deemed to have elected not to cure any of Buyer's Objections. In the event Seller elects to cure any of the Objections, then Seller, at Seller's sole cost and expense, shall do so within thirty (30) days after receipt of the Objections as a covenant of Seller hereunder. In the event Seller elects not to cure any of the Objections or is unable to cure any of the Objections in the time period provided, then Buyer shall have the right (exercisable within ten (10) days after receipt of notice of Seller's election or the lapse of the fifteen (15) day period specified above) to either (i) terminate this Contract and receive a refund of the entire Deposit, (ii) waive the uncured Objections and close under the terms of this Contract or (iii) waive the uncured Objections and extend the Closing Date for a reasonable period of time to enable Seller to cure any Objections that Seller is attempting to cure. In the event Buyer elects its option in clause (ii) or (iii) above and any Objection can be cured by a monetary payment, Buyer has the right of making such payment and reducing by a like amount the cash due to Seller at Closing. Those Title Exceptions to which Buyer has not objected or which Buyer accepts in writing shall herein collectively be referred to as the "Permitted Exceptions". Notwithstanding anything set forth herein to the contrary, in no event shall Buyer have any obligation to object to any judgment, mechanic's lien, materialman's lien, mortgage or deed of trust lien or any Title Exception arising on or after the Effective Date and unless specifically consented to in writing by Buyer, such items shall in no event be Permitted Exceptions.

SECTION 6. Closing. The Closing shall take place on the date that is thirty (30) days after the expiration of the Inspection Period (the "Closing Deadline") or on such earlier day as is specified by Buyer, and if such day is not a Business Day, then on the next succeeding Business Day, or such earlier Business Day as is specified by Buyer. The term "Business Day" as used herein shall mean any day (excluding Saturday and Sunday) on which national banks in Charlotte, North Carolina are open for business. The date on which the Closing of the Property actually occurs as determined and provided pursuant to the terms of this Section 6 is herein referred to as the "Closing Date". The Closing shall take place not later than 5:00 p.m. on the Closing Date at the offices of the Title Company or at such other location as may be selected by Buyer.

SECTION 7. Closing Costs. Seller shall pay for the cost of the deed stamps to be affixed to the deed, if applicable, and the cost of discharging any mortgage, lien or title encumbrance. Buyer shall be responsible for the cost of recording and preparing the deed and any instruments to be recorded under the terms of this Contract with respect to the Property. Buyer shall pay for the cost of any title insurance Buyer elects to purchase. Each party shall pay its own attorneys' fees.

SECTION 8. Tax Proration. Taxes will not be prorated at Closing because the Property is not currently subject to taxation.

SECTION 9. Brokerage Commission. Buyer and Seller each represent and warrant to the other that other than The Keith Corporation, it has not dealt with any agent, realtor or broker in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against any and all other claims, demands or the cost and expense thereof, including reasonable attorneys' fees, arising out of any other brokerage commission, fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Contract based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. Seller is not obligated to pay any brokerage commission to The Keith Corporation in connection with this Agreement.

SECTION 10. Eminent Domain. If, prior to Closing, all or any part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

SECTION 11. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer:

(a) The execution, delivery and performance of this Contract and the closing documents by Seller and the execution, delivery and performance by each individual and/or entity signing this Contract on behalf of Seller has been duly authorized and approved by all requisite action on the part of Seller.

(b) To the best of Seller's knowledge, the Property now is, and at Closing will be, in full compliance with applicable zoning and land use laws and other local, state and federal laws and regulations; and Seller does not have knowledge of any proposed change in any such code, law or regulation that would interfere with the intended use of the Property.

(c) There is no pending or, to the best of Seller's knowledge, threatened or contemplated condemnation or similar proceeding affecting the Property or any portion thereof and there are no uncured notices that have been served by any governmental authority of violations of law, rules or regulations that would affect the Property or any portion thereof or its proposed development.

(d) Seller currently owns marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions and free and clear from all liens and other monetary encumbrances. No other person, firm or entity has any rights to acquire or to lease all or any portion of the Property and there are no outstanding options, rights of first refusal or negotiation or rights of first offer relating to the Property.

(e) To the best of Seller's knowledge, no portion of the Property consists of filled land and the Property does not contain any heating oil tanks, hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, and in any amendments thereto, or in any regulations promulgated pursuant thereto, or in any applicable state or local law, regulation or ordinance.

(f) There is not now, nor has there ever been, on or in the Property, or any portion thereof, underground storage tanks, any asbestos-containing materials or any polychlorinated biphenyls, including those used in hydraulic oils, electric transformers, or other equipment.

SECTION 12. Conditions to Buyer's Obligations. In addition to the other conditions set forth herein, the obligations and liabilities of Buyer hereunder shall in all respects be conditioned upon the satisfaction of each of the following conditions precedent prior to or simultaneously with the Closing, any of which may be waived by written notice from Buyer to Seller:

(a) Seller has complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Contract and Seller is not in default of its obligations and covenants under this Contract.

(b) There has been no change to the title to the Property that has not been cured since the effective date of the title commitment obtained by Buyer and the Title Company has issued an owner's title insurance commitment on the Property in form and substance acceptable to Buyer.

(c) A final recombination plat shall have been recorded in the Rowan County Register of Deeds Office, which plat combines the Property with the existing adjacent property owned by Buyer consisting of approximately 7.558 acres.

(d) All representations and warranties of Seller as set forth in this Contract shall be in all respects true and correct as of the date of Closing.

In the event of a failure of any of the conditions precedent set forth above, Buyer shall be entitled to terminate this Contract and receive a full refund of the Deposit (as hereinafter defined) or shall be entitled to extend the Closing Deadline for a reasonable period until such conditions can be satisfied.

SECTION 13. Closing Documents. At Closing, Seller shall deliver the following to Buyer:

(a) Special warranty deed in recordable form conveying good fee simple and marketable title to the Property, subject only to the Permitted Exceptions. As part of the deed, Seller shall convey to Buyer any access or utility easements reasonably necessary for Buyer's development of the Property.

(b) a standard owner's affidavit required by the Title Company to remove any exception for unfiled mechanics, materialmen's or similar liens, broker liens and fees, parties in possession and such other customary standard exceptions that are typically removed from title policies in the state where the Property is located;

- (c) A standard 1099 and FIRPTA affidavit.
- (d) A certificate from Seller stating that all of the representations and warranties of Seller set forth herein are true and correct as of the Closing Date;
- (e) Such other documents as Buyer's counsel or the Title Company may reasonably request to evidence Seller's authority to execute and perform under this Contract and to execute and deliver all documents conveying the Property to Buyer.
- (f) Possession of the Property free of the rights and claims of others.

SECTION 14. Escrow of Deposit. Escrow Agent shall hold all amounts paid by Buyer to Escrow Agent (together with the Initial Deposit, collectively, the "Deposit") in escrow. Escrow Agent shall invest the Deposit in an interest-bearing account until payment or disbursement. At Closing, the full amount of the Deposit shall be delivered by Escrow Agent to Buyer or shall be applied to the Purchase Price. In the event of default by Seller, in the event of a failure of a Buyer's condition precedent, or upon any other refund of the Deposit to Buyer under the terms hereof, Buyer shall be entitled to the entire Deposit (including interest). If Escrow Agent shall be unable to determine at any time to whom the Deposit should be paid or if a dispute should develop between Buyer and Seller concerning to whom the Deposit should be paid, then in any such event, Escrow Agent shall pay the same in accordance with the joint written instructions of Buyer and Seller. Buyer and Seller hereby agree and acknowledge that Escrow Agent assumes no liability in connection with the holding or investment of the Deposit except in the event of willful misconduct.

SECTION 15. Assignment; Memorandum. This Contract shall not be assigned by Seller. This Contract shall be assignable by Buyer, without the consent of Seller, provided that the assignee shall be liable for the performance of Buyer's obligations hereunder. At the request of Buyer, Seller shall execute a Memorandum of this Contract in recordable form and such Memorandum may be recorded in the real property records of the County where the real property is located.

SECTION 16. Default and Remedies.

(a) In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations and warranties contained herein are not true and correct as of the Effective Date and as of the date of Closing, Buyer shall have the right to pursue any remedy available to Buyer at law or in equity, including the right to enforce an action in equity for specific performance, or terminate this Contract by giving written notice to Seller and receive an immediate refund of the entire Deposit. In any such action by Buyer, Buyer shall be entitled to recover its reasonable attorneys' fees and court costs. The rights and remedies of Buyer under this Contract are cumulative.

(b) In the event of a default or breach by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's sole and exclusive remedy shall be to give written notice thereof to Buyer and to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages.

SECTION 17. Notices. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when deposited in Federal Express (or any other national "next day" delivery service) or in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or sent by telecopier (with a copy sent by one of the other methods specified herein) and addressed as follows:

BUYER: TKC CXVII, LLC
c/o The Keith Corporation
5935 Carnegie Boulevard, Suite 200
Charlotte, North Carolina 28209
Attention: Greg Keith and Kenneth R. Beuley
Fax No. (704) 365-0733

With a copy to: Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202
Attention: Jeffrey W. Glenney, Esq.
Fax No. (704) 378-2016

SELLER: Rowan County
130 West Innes Street
Salisbury, North Carolina 28144
Fax No. _____

With a copy to: Office of the County Attorney
130 West Innes Street
Salisbury, North Carolina 28144
Attention: John W. Dees, II, Esq.
Fax No. _____

Either party may, from time to time, by notice as herein provided, designate a different address to which notices shall be sent.

SECTION 18. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach or default in connection with any of the provisions of the Contract, the prevailing party or parties shall be entitled to recover reasonable paralegal and attorneys' fees and other costs incurred in that action or proceeding, including those related to appeals, in addition to any other relief to which it or they may be entitled.

SECTION 19. Counterparts. This Contract may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties.

SECTION 20. Survival of Provisions. All the warranties, representations and indemnities set forth herein shall, as applicable, survive the Closing and the delivery of the deed and other documents.

SECTION 21. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the state in which the Property is located.

SECTION 22. Entire Agreement. This Contract and the Exhibit(s) hereto contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein excluding that certain Access Agreement dated as of December 21, 2017, by and between Buyer and Seller, which Access Agreement shall continue in full force and effect, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

SECTION 23. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

SECTION 24. Severability. If any term or provision, or any portion thereof, of this Contract, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

SECTION 25. Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only and the words set forth herein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date.

SELLER:

Duly adopted by the Board of Commissions of the
County of Rowan, North Carolina, this the ____ day
of _____, 2018

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Title: Clerk

BUYER:

TKC CXVII, LLC,
a North Carolina limited liability company

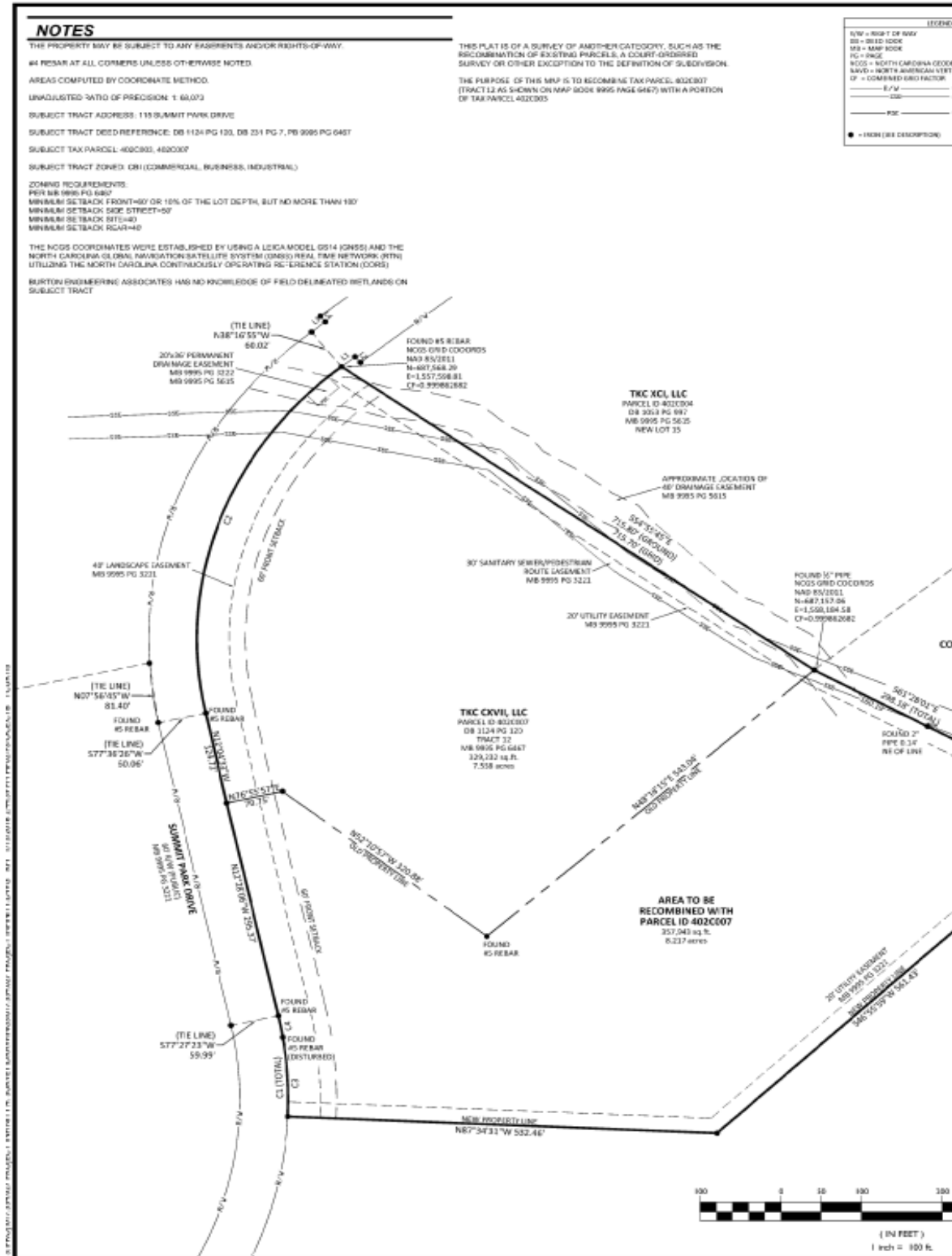
By: _____
Name: Kenneth R. Beuley
Title: Authorized Member

Exhibit A

Depiction of the Property

ATTACHED

EXHIBIT A (Page 1 of 2)



LEGEND

E/W = RIGHT OF WAY
 BS = BUILT SIDE
 MS = MAP SIDE
 PG = PAGE
 NODS = NORTH CAROLINA GEODETIC SURVEY
 NAVD83 = NORTH AMERICAN VERTICAL DATUM 83
 OF = COMBINED GRID FACTOR

E/W → RIGHT OF WAY LINE
 BS → BUILT SIDE
 MS → MAP SIDE
 PG → PAGE
 NODS → NORTH CAROLINA GEODETIC SURVEY
 NAVD83 → NORTH AMERICAN VERTICAL DATUM 83
 OF → COMBINED GRID FACTOR

• = INCH (SEE DESCRIPTION)

VICINITY MAP NOT TO SCALE

BURTON ENGINEERING

5950 FAIRVIEW RD STE 100
CHARLOTTE NC 28210
(770) 553-8881
burtonengineering.com
FIRM #C-1157

Curve Table

| Curve # | Radius | Length | Chord Direction | Chord Length |
|---------|---------|---------|-----------------|--------------|
| C1 | 530.00' | 127.52' | N67°58'22"W | 127.52' |
| C2 | 470.00' | 526.00' | N39°41'38"E | 498.97' |
| C3 | 550.00' | 507.81' | N67°23'39"W | 187.85' |
| C4 | 530.00' | 28.72' | N137°48'02"W | 29.71' |

Line Table

| Line # | Direction | Length |
|--------|-------------|--------|
| L1 | N61°07'54"E | 25.86' |
| L2 | S39°38'29"E | 30.11' |
| L3 | N01°44'54"E | 22.80' |
| L4 | N08°35'32"W | 9.92' |

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4202

CARY H. WATTS

I, **CARY H. WATTS**, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____, ETC.) (OTHER: _____) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____, THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1" = _____ FEET, THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL, THIS _____ DAY OF _____, A.D., 2018.

ROWAN COUNTY
PARCEL ID 402003
DB 08 PG 538

CORPORATION OF THE BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

AFFORDABLE SUITES OF AMERICA INC.
PARCEL ID 0838065
DB 07 PG 575
MD 5985 PG 3750
TRACT 11

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4202

CARY H. WATTS

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAN FOR RECORDATION IS AN EXCEPTION TO THE SURVEYING ORDINANCE OF ROWAN COUNTY, NORTH CAROLINA AS DERIVED IN SECTION 22-6.

SUBDIVISION ADMINISTRATION _____ DATE _____

ROWAN COUNTY, NORTH CAROLINA

CERTIFICATE OF OWNERSHIP AND DEDICATION

(WE) HEREBY CERTIFY THAT (WE) ARE THE OWNER(S) OF THE PROPERTY SHOWN HEREON, WHICH IS LOCATED IN THE JURISDICTION OF ROWAN COUNTY AND THAT (WE) HEREBY ACCEPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM LOT SIZE AND BUILDING SETBACK LINE AS NOTED.

OWNER(S) _____ DATE _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

(WE) HEREBY CERTIFY THAT (WE) ARE THE OWNER(S) OF THE PROPERTY SHOWN HEREON, WHICH IS LOCATED IN THE JURISDICTION OF ROWAN COUNTY AND THAT (WE) HEREBY ACCEPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM LOT SIZE AND BUILDING SETBACK LINE AS NOTED.

OWNER(S) _____ DATE _____

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
ROWAN COUNTY

I, _____ REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

ROWAN COUNTY
PARCEL ID 402003
DB 251 PG 7
NR 9959 PG 6487
(51.2252 ACRES TRACT)

PROJECT INFINITY RECOMBINATION SURVEY

OWNER: **TKC CXVIL LLC**

LITAKER TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA

CLIENT: THE KEITH CORPORATION

4500 CAMERON VALLEY PARKWAY, SUITE 400, CHARLOTTE, NC 28211

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|-----------|---------------------|
| 1 | 1/10/2018 | INITIAL SURVEY DATE |

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PARCEL ID 402003
DB 251 PG 7
NR 9959 PG 6487
(51.2252 ACRES TRACT)

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REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|-----------|---------------------|
| 1 | 1/10/2018 | INITIAL SURVEY DATE |

ROWAN COUNTY
PARCEL ID 402003
DB 251 PG 7

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Bob Pendergrass
DATE: 01/24/2018
SUBJECT: Public Hearing To Consider Text Amendments To Chapter 5 (Animals) Of The Rowan County Code of Ordinances

Recent changes in state law concerning protocol for domestic animals potentially exposed to rabies offer an opportunity to improve our protocol for these situations in a manner beneficial to the public. Also, staff, working in partnership with local advocate groups want to add some new language to better allow us to address animal welfare concerns. During the revision process we also reviewed language with our health department director and made some adjustments that needed to be made based on the new department divisions that had not yet been updated. Several attachments are provided for detail. Exhibit A is a red lined copy of current animal ordinances with the proposed changes. Exhibit B is a table explaining the changes made in state law and how they will affect a variety of situations relative to the current law. You will note that a financial assessment is included. This is because a driving factor in making the changes was to make it more reasonable for a pet owner to be able to more affordably choose not to euthanize and animal and still provide public health safety. Exhibit C is a flow chart showing options based on the three possible circumstances a pet owner may face. Exhibit D is a full text report of the proposed changes and supporting information from the rabies compendium. Again, note that this has been integrated into NC state law at this point. A copy of the states Senate Bill 74 is provided as Exhibit E. This has been signed into law by Governor Cooper and became effective at the state level October 1st of 2017.

Staff recommendations have been made in a red line Word document submitted with this agenda request.

Staff recommendations are red lined in document Exhibit A

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-----------------|
| Exhibit A Staff Recommended Changes | 1/24/2018 | Ordinance |
| Exhibit B Fiscal Impact of Rabies Changes | 1/24/2018 | Backup Material |
| Exhibit C Rabies Changes Flow chart | 1/24/2018 | Backup Material |
| Exhibit D Compendium Recommendations Full Text | 1/24/2018 | Backup Material |

Chapter 5 - ANIMALS^[1]

Footnotes:

--- (1) ---

Editor's note—An ordinance adopted June 7, 1995, amended ch. 5 in its entirety, in effect repealing and reenacting said chapter to read as herein set out. The former ch. 5, §§ 5-26—5-39 and 5-51—5-59, pertained to similar subject matter and derived from §§ I—XIII and XV of an ordinance adopted Nov. 6, 1989.

Cross reference— Licenses, Ch. 10; noise, Ch. 14; insect and rodent control at mass gatherings, § 12-79; animals at large in parks, § 16-35; disposal of animals in solid waste containers, § 19-29(g)(7); streets, sidewalks and other public places, Ch. 19.5.

State Law reference— Authority of county to levy taxes to provide animal protection and control programs, G.S. 153A-149(c)(6); animal license tax, G.S. 153A-153; animal shelters, G.S. 153A-442; dogs, G.S. Ch. 67; power of county to regulate, restrict or prohibit the possession or harboring of dangerous animals, G.S. 153A-131; wildlife resources commission, G.S. 143-237 et seq.; rabies, G.S. 130A-184 et seq.; protection of animals, G.S. Ch. 19A.

ARTICLE I. - IN GENERAL

Secs. 5-1—5-25. - Reserved.

ARTICLE II. - ANIMAL CONTROL

DIVISION 1. - GENERALLY

Sec. 5-26. - Authorization.

Rowan County Animal Services, is authorized under the provisions of G.S. Ch. 130A-39 to adopt appropriate rules for the protection of the public health regarding animal control concerns in the county.

(Ord. of 6-7-95, § I(A); Ord. of 11-6-00, § I(A))

Sec. 5-27. - Purpose.

It is the purpose of these rules to supplement the state laws by providing a procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by state law.

(Ord. of 6-7-95, § I(B); Ord. of 11-6-00, § I(B))

Sec. 5-28. - Policy.

Consistent with the responsibility to protect and advance the public health, it is declared to be the policy of the board that all dogs and cats are to be immunized against rabies; and unless provided otherwise herein, that all domesticated animals and all exotic animals are to be restrained in order to prevent a public nuisance, danger to humans, injury or disease; and, that all animals are to be treated in a humane manner.

(Ord. of 6-7-95, § I(C); Ord. of 11-6-00, § I(C); Ord. of 9-8-15)

Sec. 5-29. - Scope.

No person shall own or keep a dog, cat or other animal in the county contrary to the provisions of these rules. Previously adopted rules, procedures and requirements of the county health department are rescinded.

(Ord. of 6-7-95, § I(D); Ord. of 11-6-00, § I(D))

Sec. 5-30. - Conflict with other laws and regulations.

The provisions of any federal, state, or municipal law or regulation establishing standards affording greater protection to the public welfare, safety and health shall prevail within the jurisdiction of such agency over standards established by these rules.

(Ord. of 6-7-95, § I(E); Ord. of 11-6-00, § I(E))

Sec. 5-31. - Right of entry.

The Animal Services director, through his/her authorized designee, shall have the right of entry upon the premises of any place where entry is necessary to carry out the provisions of these rules. If consent for entry is not obtained, an administrative search and inspection warrant shall be obtained pursuant to G.S. 15-27.2. However, if an imminent hazard exists, no warrant is required for entry upon the premises.

(Ord. of 6-7-95, § I(F); Ord. of 11-6-00, § I(F))

Sec. 5-32. - Interference with enforcement.

It shall be unlawful for any person to interfere with, hinder or molest the employees of the health department in their enforcement of these rules, or to seek to release any animal in the custody of such person, except as otherwise specifically provided.

(Ord. of 6-7-95, § I(G); Ord. of 11-6-00, § I(G))

Sec. 5-33. - Appeals.

Any person aggrieved by any action of an animal control officer with regard to these rules shall first confer with the health director, who may affirm or reverse the original decision of the representative. If the person is dissatisfied with the health director's decision, he/she shall give written notice of appeal, setting forth the grievances, to the health director within thirty (30) days after the conference with the health director. Upon receiving this notice the health director shall, within five (5) working days, transmit to the chairman of the board the notice and all other pertinent papers. The board shall hold a hearing within fifteen (15) days after it receives notice of appeal. The board shall give the appellant no less than ten (10) days notice of the date, time and place of the hearing. Any party may appear in person or by agent or

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attorney. No person shall take any action prohibited by the health department until there is a final resolution of the grievance. On appeal, the board shall have the authority to affirm, modify or reverse the challenged action. The board shall issue a concise written decision setting forth its reasons with all deliberate speed after the hearing.

(Ord. of 6-7-95, § I(H); Ord. of 11-6-00, § I(H))

Sec. 5-34. - Agency responsibility and authority.

- (a) Authority is hereby granted to Rowan County to establish and maintain an animal control program. The Animal Services department shall employ animal control officers and such other employees as shall be determined necessary, and approved by the county board of commissioners. The Animal Services director, through his/her authorized designee, shall:
- (1) Have responsibility, along with law enforcement agencies, to enforce the laws of North Carolina and the rules of the board pertaining to animal control and shall cooperate fully with all law enforcement officers within the county in support of these laws/rules.
 - (2) Enforce and carry out the laws of North Carolina and the rules of the board pertaining to rabies control, except those areas assigned to another agency.
 - (3) Be responsible for the investigation of all reported animal bites of humans, for the quarantine of any dog or cat involved and suspected of having rabies for a period of not less than ten (10) days and reporting to the health director as soon as practicable the occurrence of any such animal bite and the condition of any quarantined animal.
 - (4) Make such canvasses of the county as necessary for the purpose of ascertaining compliance with these rules and state laws pertaining to animal control.
 - (5) Be responsible for the operation of the county animal shelter.
 - (6) Keep or cause to keep, accurate and detailed records of:
 - a. Bite cases, violations and complaints and investigation of these cases.
 - b. Seizure, impoundment and disposition of all animals coming into the custody of the animal control program.
 - c. All monies belonging to the county derived from fees, penalties, or other sources and to deposit all funds so collected daily.
 - d. Any other matters required by the state law or directed by the health director.
 - (7) Issue notices of violations of these rules in such form as the board may prescribe.
 - (8) Investigate cruelty to and abuse of animals.
 - (9) Be responsible for the seizure and impoundment, where deemed necessary, of any dog or cat or other animal in the county involved in a violation of these rules or state law pertaining to animal control.
 - (10) It shall be unlawful for any person to interfere with, hinder, or molest the employees of the animal services department, in their enforcement of these rules, or to seek to release any animal in the custody of such person, except as otherwise specifically provided.
- (b) Penalty for interference with enforcement. Failure to comply with the requirements in subsection (10) shall result in a fine for each offense. Fee: One hundred dollars (\$100.00).

(Ord. of 6-7-95, § II; Ord. of 11-6-00, § II)

Sec. 5-35. - Definitions.

The following words and phrases shall, for the purpose of these rules, have the meaning assigned herein unless the contents clearly indicate another meaning.

Adequate Food: The provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean and in which agents injurious to health have been removed or destroyed to a practical minimum.

Adequate shelter means - that shelter which will keep a nonaquatic animal dry, out of the direct path of winds and out of the direct sun, at a temperature level that is healthful for the animal. For dogs and other non-feline small animals, the shelter shall be a ~~windproof and moisture-proof~~ structure of suitable size to accommodate the animal and allow retention of body heat. It shall ~~include walls, a roof and four walls that provide protection from all directions from the wind and moisture~~ roof and a solid floor raised up off of the ground, with an opening entrance large enough to allow access to the animal, but placed in such a way as to keep the animal out of the direct path of winds. Metal barrels ~~and three sided boxes~~ do not provide adequate shelter for a dog, cat or other small animal and are prohibited for that purpose. The structure shall be provided with a sufficient quantity of suitable bedding material consisting of hay, straw, cedar shaving, or the equivalent. The shelter shall be placed where it will be adequately shaded from excessive heat from direct sun. For all animals the containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris, and a suitable method of draining shall be provided to eliminate rapidly excess water or moisture. Does not apply to cats and the following domesticated livestock: cattle, oxen, bison, sheep, swine, goats, horses, ponies, mules, donkeys, ~~donkeys~~, hinnies, llamas, alpacas, lagomorphs, ratities, and poultry (except within municipal corporate limits the term "poultry" applies only to poultry flocks greater than 20 birds).

Adequate Water: A constant access to a supply of clean, fresh water provided in a sanitary manner. In near or below freezing temperatures the water must be changed frequently to prevent freezing.

Aggressive means forceful, hostile, injurious or destructive behavior.

Animal means every live vertebrate other than human beings.

Animal enforcement officer means a Rowan County employee designated by the animal services director to enforce the Rowan County Animal Control Rules, county ordinances and state laws pertaining to animal control.

Animal enforcement manager means the animal control officer responsible for supervision of the animal enforcement section of the county animal services department.

Animal Services department means the Rowan County department that includes the Animal Enforcement, Animal Shelter, and Nature Center facilities and staff.

Animal services director means the Rowan County Employee responsible for the management of the Animal Services department

Animal shelter means any premises designated by the animal services director for the purpose of impounding and caring for animals.

Animal trap means a humane live trap.

At large. An animal shall be deemed to be at large when it is off the property of its owner or keeper, and not under the physical restraint of a competent person.

Board of health means the policy-making, rule-making and adjudicatory body for the county health department and is appointed by the county commissioners.

Cat means a domesticated carnivorous mammal of the genus *Felis*.

Competent person means a person of legal age and discretion to keep an animal under sufficient restraint and control in order to prevent harm to people, the animal and to other animals including, but not limited to, domesticated animals.

Cruelty and cruel treatment means every act, omission, or act of neglect whereby unjustifiable pain, suffering or death is caused, or permitted against animals, as well as acts or attempted acts of teasing, molesting, baiting or trapping of animals unlawfully.

Dangerous exotic animal means any exotic animal or hybrid thereof which is a carnivore; a member of the bear family; a non-human primate; a species of herbivore with a history of aggression toward humans; a venomous reptile; a member of the crocodile family; or a member of the boa and python family in excess of ten (10) feet in length. This definition excludes birds and ferrets.

Dangerous/potentially dangerous dog. See section 5-39.

Dog means a domesticated carnivorous mammal of the genus *Canis*.

Domesticated means tame, controllable, closely associated with and compatible with humans.

Environmental health supervisor means the supervisor of the environmental health division of the county health department.

Exotic animal means any living animal other than domestic dogs, domestic cats, and animals normally kept as livestock, or such other animals as may hereafter be designated by the health director.

Health department means the Rowan County Health Department.

Health director means the director of the Rowan County Health Department or a duly authorized representative.

Imminent hazard means a situation which is likely to cause an immediate threat to human life or animals, an immediate threat of serious physical injury, an immediate threat of serious adverse health effects, or a serious risk of irreparable damage to the environment if no immediate action is taken.

Impoundment means the confinement or restraint of any animal by a person or animal control employee duly authorized by the health director.

Injury means the wounding of an animal.

Keeper means a person or group having custody of an animal or who keeps or harbors an animal or who knowingly permits an animal to remain on or about any premises occupied or monitored by such person.

Owner means a person having a possessory property right in an animal.

Owner's or keeper's real property means any real property owned or leased by the owner of the animal.

Person means any individual, family, group of individuals, corporation, partnership, organization or institution commonly recognized by law as an entity.

Pet means an animal kept for pleasure rather than utility.

Public nuisance. See section 5-38.

Registered feral feline colony shall be a group of cats that are under the general control of a 501(c)3 non-profit authorized to operate within the county by the animal control director in compliance with the community cat section 5-112 herein.

Restraint means restriction or control of an animal's movement.

Severe injury means any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

Stray means any domestic or exotic animal not under restraint and found off the property of its owner or keeper.

Strict Owner's Control means an animal that is for the duration of an observation period under the owner's strict supervision and control. They are to be either leash walked, kept in a fenced yard, with no travel or boarding unless approved in advance by the local health director, no outings at parks or activities that allows contact with other animals or people until the animal has been released from its observation period by the health department director.

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Suspected of having rabies means any mammal, wild, exotic or domestic, that has bitten a human or another animal.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, and expressly including bicycles.

Veterinary hospital means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Wild means living in a state of nature, not domesticated, untamed, not under the control of man.

(Ord. of 6-7-95, § III; Ord. of 11-6-00, § III; Ord. of 9-8-15)

Sec. 5-36. - Restraint of non-vicious animals.

- (a) Sufficient restraint shall include, but is not be limited to, restraint by a leash, harness, or similar effective or humane device that is capable of restraining an animal, or confinement indoors or within a cage suitable for the animal, fence, ~~or vehicle~~ or similar secure enclosure or in a vehicle during transport. Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper.
- (b) It shall be unlawful for any person to keep any animal unless it is restrained, whether on or off the owner or keeper's property.
- (c) Preferable containment of a dog is by keeping it ~~indoors within an occupied dwelling~~ or confined within a fence or a kennel with the required minimum dimensions of 10 feet by 10 feet per dog. If kept on an outside restraint, all restraints must be designed and placed so as to prevent choking or strangulation, and be of such design as to restrain the animal during its utmost physical attempts to free itself.

Dogs over 6 months old may be tethered to a restraint system outdoors. A restraint system can be an overhead pulley trolley system, a retractable cable system, or a swivel cable anchored into the ground. All of these must allow the dog a minimum of 10 feet of travel perpendicular to the anchor point. For a pulley system, the stationary cable that the pulley runs on must be at least 10 feet in length and anchored on each end to a stationary object. The line attached to the pulley must allow the dog to move perpendicularly at least 10 feet from the stationary cable. The restraint line must be attached to the dog with a buckle type collar or body harness and the line can weigh no more than 10 percent of the animal's body weight. A swivel to prevent entanglement should be on at least one end of the restraint line attached to the animal. In cases where deemed necessary for public safety, written exemptions may be made by the Animal Services Director's discretion for other restraint methods but only after opportunities to verify those methods are needed and that they serve the purpose and intent of this section. Each animal should have access to shade and adequate shelter as defined in ordinance Sec. 5-35.

Sporting and working dogs intended for the protection of livestock are exempt from these specific restraint requirements. To qualify for a sporting dog exemption, the dog must be a sporting breed

and the owner will be required to maintain and provide for inspection upon request a current hunting license or supporting documents that the owner is licensed to train sporting dogs.

Each animal should have access to shade and adequate shelter as defined in ordinance Sec. 5-35.

(Moved for clarification).

- (d) Nothing contained in these rules is intended to be in conflict with the laws of the State of North Carolina regarding dogs while being used in hunting. Nor are these rules intended to interfere with legal sporting events or exhibitions involving dogs, cats, or other animals. However, while engaged in such activities, the owner or keeper of such animals shall be strictly liable for damages done by those animals to the person, possessions or property of others.
- (e) All female dogs and cats in heat (estrus) must be confined. The owner or keeper of any female dog or cat in heat must confine the animal in a building or enclosure in such manner that it will not be in contact with another dog or cat. Restraining the animal in an open area with a chain or leash to a fixed object does not constitute confinement, and is a violation of these rules. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner or keeper of an animal involved in the breeding process.
- (f) An owner or keeper of any animal shall be held strictly liable for any damages done by the animal while on or off the owner's or keeper's real property.
- (g) ~~Animals may not remain on uninhabited property such as a vacant lot or a lot without an occupied domicile. Only working dogs kept for the protection of business property or livestock may be kept on a property without an occupied domicile and are subject to the adequate shelter standards herein above as defined in ordinance Sec. 5-35.~~

..

(h) Penalty.

Fee for failure to restrain non-vicious animals, subsection (b): Twenty-five dollars (\$25.00).

Fee for failure to properly confine females in heat, subsection (e): Fifty dollars (\$50.00).

(Ord. of 6-7-95, § V; Ord. of 11-6-00, § V)

Sec. 5-37. - Keeping stray animals; requirements, failure to surrender.

- (a) Dogs, cats and livestock. It shall be unlawful for any person in the county to knowingly and intentionally harbor, feed, keep in possession by confinement, or otherwise, any stray animal which does not belong to that person, unless that person has, within twenty-four (24) hours from the time such animal came into his/her possession, notified an animal control officer of his/her intentions to either surrender the stray animal to the animal control officer or advertise such stray animal in the local newspaper for three (3) consecutive days. If the individual holding the stray animal elects to advertise the animal in the local newspaper and the prior owner does not respond by the tenth day from the last day of publication of the notice, the individual who has advertised shall be deemed the legal owner. If the advertisement has not appeared within seventy-two (72) hours, the animal shall be surrendered to the animal control officer. It shall be unlawful for any person to refuse to surrender any such animal to the animal control officer upon demand.
- (b) Dangerous exotic animals. Any person finding or capturing an exotic or dangerous exotic animal shall immediately notify animal enforcement of the same, and shall surrender the exotic animal to the animal services director or his designee upon request.
- (c) Penalty. Failure to comply with the requirements in subsections (a) and (b) shall result in a fine of twenty-five dollars (\$25.00) for each offense.

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- (d) Registered feral feline colonies under the community cat program in section 5-112 shall be exempt from this section for the purposes herein.

(Ord. of 6-7-95, § VII; Ord. of 11-6-00, § VII; Ord. of 9-8-15)

Sec. 5-38. - Public nuisances prohibited.

- (a) If an animal has bitten a human or another animal, it shall be declared a public health nuisance and the owner or keeper shall be fined as provided for in subsection (f).
- (b) An animal may be determined by the animal services director, or his designee, to be a public nuisance when it commits any of the following acts two (2) or more times or any combination of two (2) or more of the following acts one (1) or more times.
 - (1) Chases, snaps at, or otherwise molests pedestrians, bicyclists, motor vehicles, farm stock or domestic animals; or
 - (2) Turns over garbage pails; or
 - (3) Damages gardens, lawns, or other foliage or other real or personal property.
- (c) Upon determining that an animal is a public nuisance, the animal control officer shall make a good faith attempt to notify the owner in writing of such determination and of such requirements as may be necessary to prevent the continuation of the nuisance condition.
- (d) It shall be unlawful for the owner or keeper of an animal, which has been determined to be a public nuisance in accordance with this section or G.S. 130A-200, to allow the nuisance to continue if the owner or keeper has received notice and a reasonable time to correct the nuisance.
- (e) Any owner or keeper shall be held strictly liable for any damages to any person or another person's possessions or property done by any of the owner or keeper's animals while such animals are running at large or declared a nuisance.
- (f) Failure to comply with the requirements in subsections (a)—(e) shall result in a fine for each of the following offenses.
 - (1) First violation of public nuisances: Twenty-five dollars (\$25.00).
 - (2) Second violation of public nuisances: Fifty dollars (\$50.00).
 - (3) Third violation of public nuisances: Seventy-five dollars (\$75.00).
 - (4) Fourth violation or more: Two hundred dollars (\$200.00).

(Ord. of 6-7-95, § VIII; Ord. of 11-6-00, § VIII)

Sec. 5-39. - Dangerous dogs or potentially dangerous dogs: definitions and procedures.

- (a) The purpose of the dangerous dog rule is to protect persons and animals from unprovoked attacks from a dog or dogs that are dangerous or potentially dangerous.
- (b) As used in this section, unless the context clearly requires otherwise, and except as modified in subsection (b) of this section, the term:
 - (1) "Dangerous dog" means a dog that:
 - a. Without provocation has killed or inflicted severe injury on a person; or
 - b. Is determined by the responsible authority designated by the board to be potentially dangerous because the dog has engaged in one (1) or more of the behaviors listed in subsection (2) of this subsection.

- c. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.
- (2) "Potentially dangerous dog" means a dog that the responsible authority designated by the board determines to have:
 - a. Inflicted severe injury on a person; or
 - b. Killed or inflicted severe injury upon a domestic animal when not on the owner's or keeper's real property; or
 - c. Approached a person when not on the owner's or keeper's property in a vicious or terrorizing manner in an apparent attitude of attack.
- (c) The provisions of this section do not apply to:
 - (1) A dog being used by a law enforcement officer to carry out law enforcement duties;
 - (2) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog; or
 - (3) A dog where the injury inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort, was tormenting, abusing, assaulting the dog, had tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.
- (d) For the purpose of enforcing the dangerous or potentially dangerous dog rule, the board designates the health director, the environmental health supervisor or the animal services director each as the responsible authority for declaring a dog to be a potentially dangerous dog or a dangerous dog. The board shall also designate a subcommittee of the board to hear any appeals. The animal services director shall have the authority to gather evidence and request hearings before the appellate board concerning dangerous or potentially dangerous dogs. The person making the determination that a dog is a potentially dangerous dog or a dangerous dog must notify the owner or keeper in writing, giving the reasons for the determination before the dog may be considered potentially dangerous or dangerous under this section. The owner or keeper may appeal the determination by filing written objections with the appellate board within three (3) days. The appellate board shall schedule a hearing within twenty (20) days of the filing of the objections. Any appeal from the final decision of such appellate board shall be taken to the superior court by filing notice of appeal and a petition for review within ten (10) days of the final decision of the appellate board. Appeals from rulings of the appellate board shall be heard de novo before a superior court judge sitting in Rowan County.
- (e) Any animal declared a dangerous dog or potentially dangerous dog is required to remain confined at the county animal shelter until such time as the owner constructs or makes available confinement facilities which are adjudged by county animal control officials to be secured and in keeping with all requirements.
- (f) Redemption fees and daily boarding fees at a rate established by the board shall continue to accrue each day the animal remains confined at the county animal shelter. All charges and fees are required to be satisfied before the animal can be released to its owner.
- (g) Minimum cage requirements for any animal declared as a dangerous dog or potentially dangerous dog are as follows:
 - (1) Ten (10) feet × ten (10) feet × six (6) feet heavy gauge chain link fence.
 - (2) Four-inch concrete slab.
 - (3) Roof suitable to contain the dog.
 - (4) Double pad lock.
 - (5) "Beware of dog" signs posted on the lot.

- (h) Once the animal owner is notified that any animal has been declared to be a dangerous or potentially dangerous dog, the owner will have three (3) weeks to construct the dog lot and have it approved by the county animal services director.
- (i) The dog must stay caged in accordance with the county animal control rules until all appeals are exhausted.
- (j) Precautions required against attacks by dangerous dogs or potentially dangerous dogs.
 - (1) It is unlawful for an owner or keeper to:
 - a. Leave a dangerous dog or potentially dangerous dog unattended on the owner's or keeper's real property unless the dog is confined in a securely enclosed and padlocked chain link pen, with a concrete bottom and a secure top, along with the posting of the premises with four (4) clearly visible warning signs adequate to inform the public, including children, of the presence of a dangerous dog, and strategically placed on the property as designated by the health director or his designee.
 - b. Permit a dangerous dog to go beyond the owner's or keeper's real property unless the dog is leashed and muzzled or is otherwise securely restrained and muzzled.
 - c. Even in the presence of an owner or keeper or others, permit a dangerous or potentially dangerous dog on the owner's or keeper's property, not confined in a secured enclosure, to be without a muzzle.
 - (2) If the owner or keeper of the dangerous dog transfers ownership or possession of the dog to another person as identified in G.S. 12-2(6), the owner or keeper shall provide written notice to:
 - a. The authority that made the determination under this section stating the name and address of the new owner or possessor of the dog; and
 - b. The person taking ownership or possession of the dog, specifying the dog's dangerous behavior and the authority's determination.
 - (3) Violation of this section is a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for not more than thirty (30) days or both.
- (k) The owner or keeper of a dangerous dog shall be strictly liable in civil damages for any injuries or property damage the dog inflicts upon a person, his/her property, or another animal.
- (l) Penalties.
 - (1) The owner or keeper of a dangerous dog that attacks a person and causes physical injuries requiring medical treatment in excess of one hundred dollars (\$100.00) shall be guilty of a misdemeanor punishable by a fine of up to five thousand dollars (\$5,000.00), imprisonment up to two (2) years, or both.
 - (2) The fee for failure to comply with this section 5-39 is five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IX; Ord. of 11-6-00, § IX)

Sec. 5-40. - Registration of exotic and dangerous exotic animals.

- (a) *Exotic and dangerous animals constitute a potential risk to public health and safety.* Fully effective rabies vaccines are not available at this time for exotic mammals. In order to more adequately protect the public from rabies, animal control officers must be aware of the location of these animals. Exotic and dangerous exotic animals constitute a potential risk to public health and safety due to the possibility of human injury or death resulting from attacks by such animals.
- (b) *Dangerous exotic animal; registration.* Owners or keepers of exotic and/or dangerous exotic animals as property or pets shall register each animal with the animal services director or his designee. No fee shall be charged for this registration. Any person who brings a dangerous exotic animal into this

county for a period exceeding twenty-four (24) hours shall register the animal within one (1) business day.

(c) *Dangerous exotic animal; federal and state permits required.* Every owner of an exotic and/or dangerous exotic animal shall be subject to the following requirements:

- (1) *Permits required.* No owner or keeper may possess a dangerous exotic animal in the county without first obtaining all permits required by the federal government, the state and the registration requirements by the board.
- (2) *Application.* An owner of a dangerous exotic animal must complete a registration application, which shall be supplied by the board. The application, once completed, shall contain the following information:
 - a. Name, address and telephone number of the applicant.
 - b. A description of the animal, including species, sex and body weight.
 - c. The address of the premises where the animal will be kept.
 - d. Proof of the applicant's ability to respond in damages for bodily injury or death of any person or for damages to property owned by another person ~~which~~who may result from the ownership, keeping or maintenance of such animal. Proof of ability to respond in damages shall be given by filing with the ~~health director~~animal services director a certificate of insurance from an insurance company authorized to do business in the state, stating that the applicant is insured by a policy with a minimum coverage of one million dollars (\$1,000,000.00) per claim to compensate persons for personal injury and property damage. In lieu of insurance the owner may post with the ~~health director~~animal services director a surety bond in the same amounts conditioned upon payment of such damages. Such certificate of insurance or bond shall provide that no cancellation of the insurance or bond will be made unless ten (10) days' written notice is first given to the health director.
 - e. Copies of all federal and state permits and licenses required for such animal.
- (3) *Penalty.* The fee for failure to register exotic or dangerous exotic animal(s) with county animal shelter is twenty-five dollars (\$25.00) per animal.

(Ord. of 6-7-95, § X; Ord. of 11-6-00, § X)

Sec. 5-41. - Cruelty to animals/animal abandonment.

- (a) All animals shall be kept and treated under sanitary and humane conditions and failure of the owner or keeper of the animal to abide by the following provisions shall be subject to the penalties described in subsection (c) listed below:
- (1) All animals in the possession of any person shall be provided proper and adequate food and water. All animals, unless otherwise indicated in this chapter, shall be given at suitable intervals, not to exceed twenty-four (24) hours, a quantity of wholesome food suitable for the species and age, sufficient to maintain a healthful level of nutrition. All animals shall have access to a supply of clean, fresh water.
 - (2) All animals shall be kept in a clean area and provided adequate shelter as described by definition on Section 5-35. The enclosure shall be ventilated and must have sufficient room for the animal(s) to move around freely and to lie down comfortably. The following shall not constitute adequate shelter:
 - a. Underneath outside steps, decks and stoops;
 - b. Inside vehicles during the summer;
 - c. Inside metal barrels placed in direct sunlight during the summer;

d. Inside cardboard boxes.

- (3) All owners or keepers of animals shall provide proper medical attention for sick, diseased, or injured animals. A sick animal shall go no longer than twenty-four (24) hours without veterinary care.
- (b) No person shall beat, torment, overload, overwork, tease, molest or bait an animal as defined in section 5-41. No person shall shoot a dog, either on or off the owner's property, unless the dog is in the act of attacking a human being, livestock or poultry. No person shall trap a dog or cat that they are not the legal owner of without the permission of the county animal services director. By way of example and not limitation, the following acts or conditions shall constitute prima facie evidence of animal cruelty:
- (1) Animals that have not been fed or watered adequately;
 - (2) Allowing animals to live in unsanitary and crowded conditions, and allowing animals to be exposed to extreme damp, hot or cold weather without shelter;
 - (3) Failure or refusal of an owner to obtain medical treatment for an animal when in an animal control officer's opinion such treatment is needed;
 - (4) A collar, rope or chain embedded in or causing injury to an animal's neck;
 - (5) Causing, permitting or instigating any dog fight, cock fight, bull fight or other illegal contest or combat between animals or animals and humans;
 - (6) Exposing any known poisonous substance or mix a poisonous substance with food so that it will likely be eaten by any animal. This does not include acts or attempts of persons to rid their own property of rats or any other acts permitted by the state wildlife department;
 - (7) Anyone leaving an animal in a closed car, truck or other vehicle for such duration or at temperatures as an animal control officer in his/her sole discretion, deems harmful or potentially harmful to the animal. No person shall carry or cause to be carried in or upon any vehicle or other conveyance any animal in a cruel or inhumane manner;
 - (8) Turning loose or discarding any animal with the intent of abandoning such animal.
- (c) Penalty. Failure to comply with section 5-41 will result in a fine for cruelty to animals.
- Per event per animal\$100.00
- Abandonment of animal75.00

(Ord. of 6-7-95, § XI; Ord. of 11-6-00, § XI; Ord. of 9-8-15)

Sec. 5-42. - Luring, enticing, seizing, molesting, or teasing an animal.

- (a) It shall be unlawful to seize any animal by luring or enticing that animal off its owner's or keeper's property.
- (b) It shall be unlawful to seize, molest or tease any animal belonging to another person or which is legally held or controlled by another person or while the animal is on the property of its owner or keeper.
- (c) An animal control officer of the county may not set an animal trap within fifty (50) yards of the animal owner's property without first notifying the owner that his/her animal has been in violation.
- (d) Any animal that follows an animal control officer off the owner's property may not be impounded without first notifying the owner that the animal is in violation.

- (e) Nothing in this section shall prevent authorized animal control personnel or other designated and approved groups / agencies registered under section 5-112 from humanely trapping animals for the purpose of enforcing these rules.
- (f) Anyone caught luring, enticing, seizing, molesting or teasing an animal illegally will be fined fifty dollars (\$50.00) per event per animal.

(Ord. of 6-7-95, § XII(1); Ord. of 11-6-00, § XII(1); Ord. of 9-8-15)

Sec. 5-43. - Destruction of wounded, diseased, or unweaned animals.

Any animal seized or impounded by a county animal control officer(s), which is badly wounded, diseased, not weaned, is not a rabies suspect and has no identification, may be euthanized immediately in a humane manner. If the animal has identification, the animal control officer shall attempt to notify the owner or keeper before disposing of the animal. If the owner or keeper cannot be reached readily and the animal is suffering, the animal services director or his designee may destroy the animal at his/her discretion in a humane manner. Badly wounded or diseased animals brought in by their owners will be euthanized at the owner's request and with a signed release form.

(Ord. of 6-7-95, § XII(2); Ord. of 11-6-00, § XII(2))

Sec. 5-44. - Destruction of animals which cannot be seized by reasonable means.

- (a) The health director, animal services director, or their designee is authorized to destroy animals which cannot be seized by reasonable means, under the following conditions:
 - (1) A dangerous dog, a rabid animal, an animal suspected of having rabies, an animal biting humans or other animals, or seriously threatening humans or animals, or killing or injuring livestock, may be considered a serious and immediate threat by the health director.
 - (2) An animal at large which constitutes a serious and immediate threat to the public or other domesticated animals and cannot be captured by reasonable means may be destroyed by order of the health director in a reasonable and safe manner.

(Ord. of 6-7-95, § XII(3); Ord. of 11-6-00, § XII(3))

Sec. 5-45. - Injuring or killing of animals, notice required.

- (a) At large animals are often involved in animal biting humans cases. It is necessary to observe these animals for ten (10) days, in confinement, in order to determine if they have rabies, for the protection of the victim and the public. The injured or killed animal may be the one sought after in a bite case and never be located if it is killed or injured and no report is made.
- (b) Any person injuring or killing a dog, cat or dangerous exotic animal, accidentally or intentionally, shall immediately notify the owner or keeper of the animal or the animal shelter.
- (c) Any person that intentionally kills or injures an animal will be fined fifty dollars (\$50.00) per animal per event.

(Ord. of 6-7-95, § XII(4); Ord. of 11-6-00, § XII(4))

Sec. 5-46. - Miscellaneous concerns.

- (a) All keepers or owners of animals that die, from any cause, shall bury the dead animal to a depth of at least three (3) feet beneath the surface of the ground on his leased or owned property. No animal shall be buried within three hundred (300) feet of any flowing stream or public body of water. In the alternative, the animal shall be disposed of in a manner approved by the health director or the animal services director. In any event, all dead animals shall be disposed of within twenty-four (24) hours after knowledge of the death.
- (b) All persons who injure or kill a domesticated animal by running over, into or otherwise coming in contact with such an animal with an automobile, motorcycle, bicycle or other vehicle shall notify the owner of the animal immediately. If the owner is not known the person who injured or killed the animal shall immediately notify the animal services director or the police department if the injury or death occurred in the city. If the injury or death occurred in the county, the owner should notify the sheriff's office. An owner or lessee of real property who finds an injured or suffering domesticated animal on his property shall report the same to animal control as soon as the animal is discovered on the real property.
- (c) No live animal shall be given away, raffled or offered as a prize, premium of advertising device for or at an inducement to enter any contest, game or other competition involving skill or chance.
- (d) Animal control shall have the authority to inspect public exhibits of animals which are part of fairs, carnivals, festivals, fundraising events, petting zoos and any other activity or function carried on in the county. Animal control shall have the authority to close down any exhibit, function or activity if it is determined that the animals are being cruelly treated or animals run the risk of causing injury or harm to the public or to themselves.

(Ord. of 6-7-95, § XII(4); Ord. of 11-6-00, § XII(4); Ord. of 9-8-15)

Sec. 5-47. - Citations and penalties for violations.

- (a) The health director, animal services director, or his designee is hereby empowered to issue civil citations to any person if there is probable cause to believe that such person has violated any of the provisions of these rules.
 - (1) Citations so issued may be served in person upon the violator by the health director or his designee, or the citation may be mailed by registered or certified mail, return receipt requested or by other means reasonably calculated to give actual notice.
 - (2) Any citation so served or mailed shall describe the violation with reasonable particularity and shall state the time period within which the alleged violator shall make payment of the fine and shall specifically warn that failure to pay such fine shall result in an additional civil action as hereinafter set forth.
 - (3) If payment is not received within the time limits specified in the citation or if other equitable settlement has not otherwise been made, the health director, animal services director, or his designee may thereupon institute a civil action in the appropriate division of the general courts of justice for recovery of the penalties prescribed by these rules. Such civil action must be filed within three (3) years of the date that the civil citation was served on the violator.
 - (4) All citation forms shall be serially numbered in triplicate, and all records with respect to the citation forms and the disposition of the same shall be maintained so that all such forms shall be capable of an immediate accounting.
- (b) Any person who shall violate the provisions of these rules as adopted by the board shall be guilty of a Class 1 misdemeanor as set forth in G.S. 130A-25.

(Ord. of 6-7-95, § XIII; Ord. of 11-6-00, § XIII)

Secs. 5-48—5-70. - Reserved.

DIVISION 2. - COMPLIANCE WITH STATE RABIES LAWS

Sec. 5-71. - Supplemental to state laws.

- (a) It shall be unlawful for any animal owner, keeper or other person to fail to comply with all applicable state laws pertaining to the control of rabies.
- (b) It is the purpose of these rules to supplement the state laws by providing a procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by state law.

(Ord. of 6-7-95, § IV; Ord. of 11-6-00, § IV; Ord. of 9-8-15)

Sec. 5-72. - Vaccination of dogs and cats.

- (a) It shall be unlawful for an owner or keeper to fail to provide a current vaccination against rabies (hydrophobia) for any dog or cat four (4) months of age or older. Should it be deemed necessary, by the animal services director or health director, that other domestic animals be vaccinated in order to prevent or control a threatened epizootic or epidemic or to control an existing epizootic, it shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies for any such animal.
- (b) A rabies vaccination shall be deemed current if administered according to the most recent state department of health and human services recommendations, and an approved rabies vaccine must be utilized.
- (c) All rabies vaccines shall be administered by a person authorized to do so in accordance with state law.
- (d) The health director or animals services director can authorize a canvass of the county to determine if there are any dogs or cats not wearing the required vaccination tag. If a dog or cat is found not wearing the required rabies vaccination tag, the animal control officer shall check to see if the owner's or keeper's identification can be found on the animal. If the animal control officer does not know who the owner or keeper is, the animal control officer may impound the animal.
- (e) Rabies vaccinations are not approved for exotic animals, except as authorized by the state public health veterinarian.
- (f) Penalty. Failure to comply with the requirements in subsection (a) shall result in a fine of one hundred dollars (\$100.00) for each offense.

(Ord. of 6-7-95, § IV(1); Ord. of 11-6-00, § IV(1))

Sec. 5-73. - Vaccination tag and certificate.

- (a) Upon compliance with the provisions of division 2 of this article, the owner or keeper of the vaccinated dog or cat shall be issued a rabies tag, containing the words "North Carolina" or the initials "N.C." and stamped with a number and the year for which issued, and a rabies vaccination certificate.
- (b) It shall be unlawful for any dog or cat owner or keeper to fail to provide the dog or cat with a collar or harness to which a current rabies tag issued under this section is securely attached or an implanted microchip that allows for animal control to determine the vaccination is current. The collar or harness,

with attached tag or an implanted microchip that allows for animal control to determine that the vaccination is current must be present at all times.

- (c) In addition to all other penalties as prescribed by law, a dog or cat is subject to impoundment in accordance with the provisions of these rules if the dog or cat is found not to be wearing a currently valid rabies tag.
- (d) It shall be unlawful for any person to use, for any animal, a rabies vaccination tag issued for another animal.
- (e) Failure to comply with the requirements in subsection (b) shall result in a fine of twenty-five dollars (\$25.00) for each offense.

(Ord. of 6-7-95, § IV(2); Ord. of 11-6-00, § IV(2); Ord. of 9-8-15)

Sec. 5-74. - Notice to health director when person bitten; confinement of animal.

- (a) When a person has been bitten by an animal having rabies or suspected of having rabies, it shall be the duty of such person, or his/her parent or guardian if such person is a minor, and the person owning such animal or having the same in his/her possession or under his/her control, to notify the health director or the animal shelter immediately and give their names and addresses; and the owner or the keeper or person having such animal in his/her possession or under his/her control shall immediately and securely confine it for ten (10) days at the expense of the owner in such place as may be designated by the health director. Exotic animals shall be confined for a period to be determined by the state public health veterinarian or surrendered for rabies examination if required by the state public health veterinarian. It shall be the duty of every physician, after his/her professional attendance upon a person bitten by any animal having rabies, or suspected of having rabies to report to the health director the name, age, and sex of the person so bitten, and the precise location of the bite wound, within twenty-four (24) hours after having first knowledge that the person was bitten.
- (b) If the owner of, or a person who has in his/her possession or under his/her control, an animal having rabies or suspected of having rabies refuses to confine the animal as required by these rules and G.S. 130A-197, the health director may order seizure of the animal and its confinement for ten (10) days in such a place as the health director shall designate.
- (c) Law enforcement agencies investigating animal bites shall report such bites immediately to the health director and give the names and addresses of person bitten and of the owner or keeper of such animal.
- (d) Animals confined, pursuant to this section, shall not be released from confinement except by permission of the health director.
- (e) Animals confined, pursuant to this section, shall be confined at the expense of the owner or keeper.
- (f) In the case of an animal whose owner or keeper is not known, the animal shall be kept at the animal shelter for the supervised confinement period required by these rules. Exotic animals shall be kept at a secure location not accessible to the public. Confinement arrangements shall be approved by the health director or his designee. Staff access to the animal shall be limited to the minimum number reasonably required to provide adequate care.
- (g) Badly wounded, diseased, or suffering animals which, are suspected of having rabies, may be humanely destroyed immediately and the head forwarded to the state department of health and human services for examination.
- (h) Any dog or cat confined for observation of rabies shall be confined in a secure enclosure which shall be: A padlocked pen of sufficient strength to contain the animal, with a concrete bottom and a secured top, or a locked home or locked outbuilding with a concrete bottom and secure windows or

no windows. Any requests for home confinements shall be approved at the discretion of the health director, or animal services director.

(i) Penalties.

- (1) Failure to report a bite when a person is bitten by an animal (subsection (a)) shall result in a fine of fifty dollars (\$50.00).
- (2) Failure to confine or give up for confinement an animal that has bitten (subsection (b)) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(3); Ord. of 11-6-00, § IV(3))

Sec. 5-75. - Destruction or confinement of animal bitten by a known rabid animal.

(a) Required. Pursuant to N.C. General Statute 130A-197, a~~Animals not that have never been~~
vaccinated against rabies and that are bitten by a known rabid animal or an animal suspected of
having rabies that is not available for diagnosis, shall be immediately destroyed for testing
purposes unless the owner or keeper agrees to strict isolation of the animal at a veterinary
hospital for the period of ~~six (6) four (4)~~ months at the owner's expense and the animal also
receives immediate veterinary care with a rabies vaccination within 96 hours of the bite . If the
exposed animal is overdue for it's booster and has documentation of at least one prior rabies
vaccination, it must receive veterinary care with a rabies booster within 96 hours of exposure and
may be home quarantined for 45 days under "strict owner observation as defined". If the animal
has a current rabies vaccination, it shall be re-vaccinated at the expense of the owner or keeper
and returned to the owner or keeper.

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(b) *Area-wide emergency quarantine.*

- (1) When reports indicate a positive diagnosis of rabies to the extent the lives of persons and animals are endangered, the health director may declare an area-wide quarantine for such a period as he/she deems necessary. Upon invoking of such emergency quarantine, no dog or cat may be taken or shipped from the county without written permission of the health director. During such quarantine, the health director and law enforcement officers may seize and impound at large dogs and cats in the county. During the quarantine, the health director shall be empowered to provide for a program of mass immunization for rabies by the establishment of temporary emergency rabies vaccination facilities. No animal that has been impounded as a stray, unclaimed by its owner or keeper, shall be allowed to be adopted during the period of emergency.
- (2) In the event there are additional positive cases of rabies occurring during the period of quarantine, the quarantine may be extended at the discretion of the health director.

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(c) *Post mortem diagnosis.*

- (1) If an animal dies while under observation for rabies, the head of such animal shall be submitted to the health department for shipment to the laboratory section of the state department of health and human services for rabies diagnosis.
- (2) The carcass of any animal suspected of dying of rabies shall be processed in the same manner as an animal that died under observation.

(d) *Penalties.*

- (1) Failure to comply with destruction or confinement of animal bitten by a known rabid animal (subsection (a)) shall result in a fine of five hundred dollars (\$500.00).
- (2) Failure to comply with wide area emergency quarantine (subsection (b)(1)) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(4); Ord. of 11-6-00, § IV(4))

Sec. 5-76. - Unlawful killing or releasing of certain animals.

- (a) It shall be unlawful for any person to kill or release any animal under observation for rabies, or any animal under observation for biting a human or another animal, or to remove such animal from the county without written permission from the health director. The health director may authorize any animal to be euthanized for rabies diagnosis.
- (b) Failure to comply with subsection (a) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(5); Ord. of 11-6-00, § IV(5))

Sec. 5-77. - Failure to surrender animal for confinement or destruction.

- (a) It shall be unlawful for any person to refuse to surrender any animal for confinement or destruction as required by these rules, when required by the health director or animal services director.
- (b) Failure to comply with subsection (a) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(6); Ord. of 11-6-00, § IV(6))

Secs. 5-78—5-100. - Reserved.

DIVISION 3. - IMPOUNDMENT

Sec. 5-101. - Authorized; duration; records required.

- (a) Any dog/cat/animal which appears to be lost, stray or unwanted, or not wearing a currently valid rabies vaccination tag, as required by state law and these rules, or not under restraint in violation of these rules, may be seized, impounded, and confined in a humane manner in an animal shelter.
- (b) The duration of the impoundment of these dogs/cats/animals may be established by the ~~health director~~ animal services director or his/her designee, but the duration of the impoundment shall not be less than seventy-two (72) hours. During the impoundment period, an animal control officer shall make a reasonable effort to locate the owner or keeper of the dog/cat/animal. If the dog/cat/animal is not reclaimed by its owner or keeper during the impoundment period, the animal shall be disposed of in the following manner:
 - (1) Returned to the owner or keeper;
 - (2) Adopted as a pet by a new owner;
 - (3) Or euthanized by a procedure approved by the American Veterinary Medical Association, the Humane Society of the United States or the American Humane Association.
- (c) The animal shelter shall maintain a record of all dogs/cats/animals impounded under this section; which shall include the date of impoundment, the length of impoundment, the method of disposal of the dog/cat/animal and the name of the person or institution to whom any dog/cat/animal has been released.
- (d) Impoundment of such dogs/cats/animals shall not relieve the owner or keeper thereof from any penalty; which may be imposed for violations of these rules.

(Ord. of 6-7-95, § VI; Ord. of 11-6-00, § VI)

Sec. 5-102. - Notice to owner or keeper of dogs or cats.

Upon impoundment of a dog or cat, notice of such impoundment shall be posted at the animal shelter until the dog or cat shall be disposed of as hereinafter provided, which shall be a minimum of seventy-two (72) hours, beginning with the time the animal enters the animal shelter. Reasonable effort shall be made to identify the owner or keeper and to inform him/her of the requirements for redeeming the dog or cat. Notice may be by telephone or by written notice mailed by regular mail to the owner or keeper when the identity and address are known or obtained. The seventy-two-hour holding period will not include Saturdays, Sundays or holidays.

(Ord. of 6-7-95, § VI(1); Ord. of 11-6-00, § VI(1))

Sec. 5-103. - Redemption by owner or keeper of dogs and cats.

- (a) The owner or keeper of an animal impounded under these rules, except those animals suspected of being rabid, may redeem the animal within three (3) days following the impoundment date. If the owner is known and notified and does not redeem the animal within three (3) days, not including Saturdays, Sundays, and holidays, the animal may be processed under these rules. All applicable fees concerning redemption shall be paid as a condition of redemption by the owner or keeper.
- (b) No owner or keeper may be permitted to adopt his/her own animal under these rules. Such owner or keeper must comply with section 5-104 in order to redeem an animal that has been impounded pursuant to state law and these rules.
- (c) The rules of this section shall have no application with respect to animals surrendered by the owner or keeper to the health-animal services department for immediate adoption or destruction as provided for in section 5-106(a).

(Ord. of 6-7-95, § VI(2); Ord. of 11-6-00, § VI(2))

Sec. 5-104. - Procedure with respect to redemption or adoption of dogs or cats.

- (a) All dogs or cats adopted from or redeemed from the animal shelter must have a rabies vaccination, unless written proof of a current rabies vaccination can be furnished. Every person who adopts or redeems a dog or cat must make a deposit at the animal shelter toward the cost of a rabies vaccination. Upon making the deposit, the person will be given a receipt for the deposited amount. The person may then take the dog or cat to any veterinarian in the county, have the dog or cat vaccinated and present the receipt to the veterinarian. The amount deposited and shown on the receipt shall be counted toward the cost of the vaccination. The person must then supply the animal shelter with written proof of vaccination from the veterinarian. The time limit for dogs and cats over four (4) months of age will be three (3) days, excluding Saturdays, Sundays and holidays. For those animals under the age of four (4) months, the time limit will vary according to their age.
- (b) All dogs and cats, which are to be adopted from the animal shelter, must be spayed or neutered. Any person wishing to adopt a dog or cat is subjected to these rules and shall sign all necessary documents concerning the adoption. The applicant shall agree not to hold the county or the animal shelter responsible for any claims related to or resulting from the adoption of an animal and shall:
 - (1) Pay a deposit established by the ~~health department and~~ county for the veterinarian who performs the spay/neuter within the time frame spelled out in subsection (3) listed below.
 - (2) Take the dog or cat to any veterinarian in the county for the spay/neuter treatment.

- (3) The time limit to complete spay/neuter for dogs or cats over four (4) months of age shall be thirty (30) days or at the discretion of the veterinarian.
- (4) Any adoption of a dog or cat that dies of natural causes within thirty (30) days of the adoption date may be replaced for any dog or cat chosen by the adopter that is the property of the animal shelter and deemed suitable for adoption. If the adopter requests, the original adoption/neuter/vaccination fee will be refunded.
- (5) An adopted dog or cat may be exempt from this provision if the owner furnishes a statement from a licensed veterinarian that the animal, due to health reasons, could not withstand spay/neuter surgery.
- (6) A dog or cat known to have bitten a human or known to have killed livestock shall not be offered for adoption unless the animals services director rules that a bite was in self defense and the adoption is made by a rescue organization and with full disclosure of the animals history nor shall a known fighting dog be offered for adoption (7) Sick or injured dogs or cats shall not be offered for adoption except by rescue organizations deemed by the animal services director qualified to address these issues.
- (8) Aggressive dogs or cats shall not be offered for adoption.
- (c) Adoption of dangerous exotic animals is restricted to persons licensed to keep such animals by the United States Department of Agriculture, Animal and Plant Health Inspection Service (USDA-APHIS). The dangerous exotic classification of an animal shall be disclosed in writing to a prospective adopter prior to adoption of such animal.

(Ord. of 6-7-95, § VI(3); Ord. of 11-6-00, § VI(3))

Sec. 5-105. - Destruction or adoption of unredeemed dog or cat.

- (a) If an impounded dog or cat is not redeemed by the owner or keeper within the period prescribed in section 5-103(a), it may be destroyed in a humane manner or shall become the property of the county animal shelter and offered for adoption under the requirements of section 5-104.
- (b) No animal which has been impounded by reason of its being a stray, unclaimed by its owner or keeper, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine.

(Ord. of 6-7-95, § VI(4); Ord. of 11-6-00, § VI(4))

Sec. 5-106. - Immediate placement for adoption or destruction of owner surrendered dogs or cats.

- (a) Any dog or cat surrendered by its owner or keeper to an animal control officer may be immediately placed for adoption or humanely euthanized by a procedure approved by the American Veterinary Medical Association, the Humane Society of the United States or of the American Humane Association when:
 - (1) The owner or keeper directs in writing that the dog or cat be placed for adoption or humanely destroyed; and
 - (2) The owner or keeper affirmatively represents in writing that he/she is in fact the legal owner or keeper of the dog or cat; and that the dog or cat has not bitten a person within the past ten (10) days or, in the case of exotic animals, a period to be determined by the state public health veterinarian; and
 - (3) The owner or keeper agrees that he/she will indemnify and hold the county, ~~including the health department~~, harmless from any loss or damage it may sustain, including attorney's fees, by reason of destruction or placement for adoption of the dog or cat; and

- (4) The owner or keeper transfers ownership or custody of the dog or cat to the health department and releases the health department from any future claims with respect to the dog or cat.
- (b) Upon receiving said assurances, the animal services department may rely on the same and place the dog or cat for adoption, or euthanize the dog or cat by accepted standards. The waiting period provided in section 5-102 shall not apply to this section.

(Ord. of 6-7-95, § VI(5); Ord. of 11-6-00, § VI(5))

Sec. 5-107. - Notice to owner or keeper of other animals and exotic animals.

Upon impoundment of an other animal(s), notice of such impoundment shall be posted at the animal shelter until the other animal(s) shall be disposed of as hereinafter provided, which shall be a minimum of seventy-two (72) hours, beginning with the time the animal enters the animal shelter. Reasonable effort shall be made to identify the owner or keeper and to inform him/her of the requirements for redeeming the other animal(s). Notice may be by telephone or by written notice mailed by regular mail to the owner or keeper when the identity and address are known or obtained. The seventy-two-hour holding period will not include Saturdays, Sundays or holidays.

(Ord. of 6-7-95, § VI(6); Ord. of 11-6-00, § VI(6))

Sec. 5-108. - Redemption by owner or keeper of other animals and exotic animals.

- (a) The owner or keeper of any other animals impounded under these rules, except those animals suspected of being rabid, may redeem the animal within three (3) days following the impoundment date. If the owner is known and is notified in writing or by telephone and does not redeem the animal within three (3) days, not including Saturdays, Sundays, and holidays, the animal may be processed under these rules. All applicable fees concerning redemption shall be paid as a condition of redemption by the owner or keeper.
- (b) No owner or keeper may be permitted to adopt his/her own animal under these rules. Such owner or keeper must comply with section 5-109 in order to redeem an animal that has been impounded pursuant to state law and these rules.
- (c) The rules of this section shall have no application with respect to animals surrendered by the owner or keeper to the animal services department for immediate adoption or destruction as provided for in section 5-111(a).

(Ord. of 6-7-95, § VI(7); Ord. of 11-6-00, § VI(7))

Sec. 5-109. - Procedure with respect to redemption or adoption of other animals and exotic animals.

- (a) Any person wishing to adopt another animal is subjected to these rules and shall sign all necessary documents concerning the adoption. The applicant shall agree not to hold the county or the animal shelter responsible for any claims related to or resulting from the adoption of an animal and shall:
 - (1) Pay the appropriate administrative fee for adoption.
 - (2) Any adopted animal that dies of natural causes within thirty (30) days of the adoption date may be replaced by a similar animal if available or any dog or cat chosen by the adopter that is the property of the animal shelter and deemed suitable for adoption. The appropriate vaccination and spay/neuter fees will have to be paid prior to the adoption of a dog or cat. If the adopter requests, the original adoption/neuter/vaccination fee will be refunded.

- (3) An adopted animal or dog or cat may be exempt from this provision if the owner/adopter furnishes a statement from a licensed veterinarian that the animal, due to health reasons, could not withstand spay/neuter surgery.
- (4) An animal known to have bitten a human or known to have killed livestock shall not be offered for adoption, nor shall a known fighting cock be offered for adoption.
- (5) Sick or injured animals shall not be offered for adoption.
- (6) Aggressive animals shall not be offered for adoption.
- (b) Adoption or redemption of exotic or dangerous exotic animals is restricted to persons licensed to keep such animals by the United States Department of Agriculture or the Animal and Plant Health Inspection Service (USDA-APHIS).

(Ord. of 6-7-95, § VI(8); Ord. of 11-6-00, § VI(8))

Sec. 5-110. - Destruction or adoption of unredeemed other animals or exotic animals.

- (a) If an impounded animal is not redeemed by the owner or keeper within the period prescribed in section 5-108(a), it may be destroyed in a humane manner or shall become the property of the county animal shelter and offered for adoption under the requirements of section 5-109(a).
- (b) No animal which has been impounded by reason of its being a stray or unclaimed by its owner or keeper, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine.

(Ord. of 6-7-95, § VI(9); Ord. of 11-6-00, § VI(9))

Sec. 5-111. - Immediate placement for adoption or destruction of owner surrendered other animals or exotic animals.

- (a) Any animal surrendered by its owner or keeper to an animal control officer may be immediately placed for adoption (exception exotic or dangerous exotics) or humanely euthanized by accepted standards when:
 - (1) The owner or keeper directs in writing that the animal be placed for adoption or humanely destroyed; and
 - (2) The owner or keeper affirmatively represents in writing that he/she is in fact the legal owner or keeper of the animal; and that the animal has not bitten a person within the past ten (10) days or, in the case of exotic animals, a period to be determined by the state public health veterinarian; and
 - (3) The owner or keeper agrees that he/she will indemnify and hold the county, including the animal services department, harmless from any loss or damage it may sustain, including attorney's fees, by reason of destruction or placement for adoption of the animal; and
 - (4) The owner or keeper transfers ownership or custody of the animal to the health department and releases the animal services department from any future claims with respect to the animal.
- (b) Upon receiving said assurances, the animal services department may rely on the same and place the animal for adoption, or destroy the animal, as it sees fit. The waiting period provided in section 5-102 shall not apply to this section.

(Ord. of 6-7-95, § VI(10); Ord. of 11-6-00, § VI(10))

Sec. 5-112. - Community cats.

- (a) Organizations or individuals that engage in trap-neuter-return are required to register through a sponsoring organization approved by the animal control director. Organizations performing or supporting trap-neuter-return in Rowan County shall identify and nominate a community cat sponsoring organization, which shall be recognized by the Rowan County Animal Control Director.
- (b) The community cat sponsoring program shall make available to the public information about the trap-neuter-return and feral cats, shall attempt to notify the appropriate community cat caregiver when notified by the animal control director about an impounded eartipped cat, and shall provide a single point of contact to the animal control director for the coordination of trap-neuter-return, calls about large cats, and calls about complaints related to community cats.
- (c) Responsibilities of the community cat caregiver:
 - 1. Cats must be trapped using humane trapping techniques.
 - 2. Cats must be assessed by a veterinarian and deemed healthy at the time of spay/neuter surgery.
 - 3. Cats must be spayed or neutered.
 - 4. Cats must be vaccinated for rabies and FVRCP (Feline Viral Rhinotracheitis Calicivirus, and Panleukopenia).
 - 5. Cats must be eartipped and microchipped.
 - 6. Cat bites must be reported to Rowan County Animal Control.
- (d) Responsibilities of Rowan County Animal Control:
 - 1. Persons that contact Rowan County Animal Control about stray or community cats shall be provided information about trap-neuter-return and referred to the community cat sponsoring organization.
 - 2. When a person contacts Rowan County Animal Control with a complaint about an eartipped community cat, county staff will contact the community cat sponsoring organization for assistance in resolving the complaint.

(Ord. of 9-8-15)

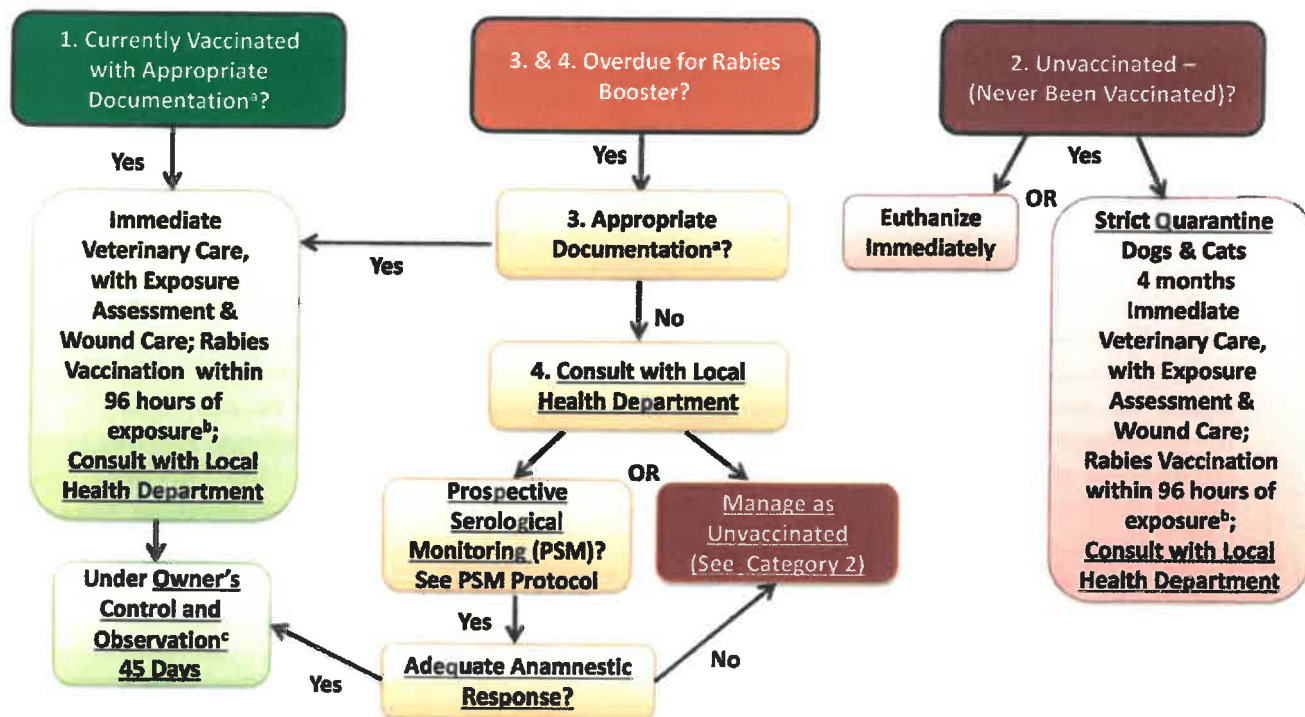
Table 1. 2016 Rabies Compendium Changes for Postexposure Management of Dogs and Cats by Vaccination Status: A Comparison to § 130A-197 and Projected Fiscal Impact to Pet Owners

| Rabies Vaccination Status of Dog or Cat | Current G.S. 130A-197 Control measures | 2016 Compendium Control measures | 2016 Compendium Financial Impact |
|---|--|--|---|
| 1. <u>Currently Vaccinated</u> | Provide booster dose of rabies vaccine within five days of exposure (\$25.00) | Immediate veterinary care with rabies booster dose within 96 hours of exposure (\$25.00+). Owner observation 45 days. | Equal to existing standard |
| 2. <u>Unvaccinated</u> (Has never been vaccinated against rabies) | A.) Euthanasia (\$150.00) or B.) Immediate vaccination against rabies and place in six month quarantine (\$25.00 + \$3600.00) | A.) Euthanasia (\$150.00) or B.) Immediate veterinary care with rabies vaccination within 96 hours of exposure and place in four month quarantine (\$25.00+ \$2400.00) | A.) Equal to existing standard B.) \$1200.00 less expensive |
| 3. <u>Overdue with Appropriate Documentation</u> of prior rabies vaccination (at least one prior valid rabies vaccination certificate) | A.) Euthanasia (\$150.00), or B.) Immediate rabies vaccination and place in six month quarantine (\$25.00 + \$3600.00) | A.) NA B.) Immediate veterinary care with rabies booster dose within 96 hours of exposure, keep under owner observation for 45 days (\$25.00+) | A.) ~ \$125.00 less expensive than existing standard (does not include emotional cost of pet loss). B.) \$3600.00 less expensive |
| 4. <u>Overdue with NO Documentation</u> of prior rabies vaccination | A.) Euthanasia (\$150.00), or B.) Immediate vaccination against rabies and place in six month quarantine (\$25.00 + \$3600.00) | A.) Euthanasia (\$150.00), or B.) Immediate veterinary care with rabies vaccination within 96 hours of exposure and place in four month quarantine (\$25.00+ \$2400.00), or C.) Immediate veterinary care and Prospective serologic monitoring (\$420.00) 1) IF evidence of prior vaccination then keep under owner observation for 45 days 2) IF NO evidence of prior vaccination then manage as unvaccinated (category 2. euthanize or 4 month quarantine) | A.) Equal to existing standard B.) \$1200.00 less expensive C.) \$554.00 more expensive includes additional cost for strict quarantine until lab evidence finalized. Note this may obviate the need for either A or B above and, while a new expense, is considerably less expensive than either A or B above |

Note: All costs are approximate. Table is not meant to be all inclusive of all recommendations and costs but addresses the common situations with the most fiscal impact.

*Consult Communicable Disease Branch (919-733-3419) for specific guidance. Recommendations may be subject to change.

2016 NASPHV Rabies Compendium Postexposure Management Control Measures For Dogs and Cats by Rabies Vaccination Status Category



a. Appropriate documentation: A rabies certificate or official veterinary record validating that the animal has received a USDA-licensed rabies vaccine at least once previously, and if a single vaccination, the animal was vaccinated at least 28 days prior to the exposure date (NCGS 130A-185 and 130A-197).

b. If rabies booster or vaccination is delayed, LHD may consider increasing observation period (case-by-case) or quarantine period (from 4 to 6 months), considering severity of exposure, length of delay in vaccination, current health status, & number of prior rabies vaccines and lapses

c. Owner Observation: Under the owner's strict supervision and control (leash walk, fenced yard, no travel or boarding unless approved by the LHD, no outings at doggie park or other parks, etc.). There should be no contact with animals or people other than the caretaker(s) until the local health director has released the animal from the 45 day observation period.

October 14, 2016

Public Veterinary Medicine: Public Health

Compendium of Animal Rabies Prevention and Control, 2016

National Association of State Public Health Veterinarians Compendium of Animal Rabies Prevention and Control Committee

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Rabies is a fatal viral zoonosis and serious public health problem.¹ All mammals are believed to be susceptible to the disease, and for the purposes of this document, use of the term animal refers to mammals. The disease is an acute, progressive encephalitis caused by viruses in the genus *Lyssavirus*.² Rabies virus is the most important lyssavirus globally. In the United States, multiple rabies virus variants are maintained in wild mammalian reservoir populations such as raccoons, skunks, foxes, and bats. Although the United States has been declared free from transmission of canine rabies virus variants, there is always a risk of reintroduction of these variants.³⁻⁷

The rabies virus is usually transmitted from animal to animal through bites. The incubation period is highly variable. In domestic animals, it is generally 3 to 12 weeks, but can range from several days to months, rarely exceeding 6 months.⁸ Rabies is communicable during the period of salivary shedding of rabies virus. Experimental and historic evidence documents that dogs, cats, and ferrets shed the virus for a few days prior to the onset of clinical signs and during illness. Clinical signs of rabies are variable and include inap-

petance, dysphagia, cranial nerve deficits, abnormal behavior, ataxia, paralysis, altered vocalization, and seizures. Progression to death is rapid. There are currently no known effective rabies antiviral drugs.

The recommendations in this compendium serve as a basis for animal rabies prevention and control programs throughout the United States and facilitate standardization of procedures among jurisdictions, thereby contributing to an effective national rabies control program. The compendium is reviewed and revised as necessary, with the most current version replacing all previous versions. These recommendations do not supersede state and local laws or requirements. Principles of rabies prevention and control are detailed in Part I, and recommendations for parenteral vaccination procedures are presented in Part II. All animal rabies vaccines licensed by the USDA and marketed in the United States are listed and described in Appendix 1, and contact information for manufacturers of these vaccines is provided in Appendix 2.

Modifications of note in this updated version of the compendium, compared with the previous version,⁹ include clarification of language, explicit en-

couragement of an interdisciplinary approach to rabies control, a recommendation to collect and report at the national level additional data elements on rabid domestic animals, changes to the recommended management of dogs and cats exposed to rabies that are either unvaccinated or overdue for booster vaccination, reduction of the recommended 6-month quarantine period for certain species, and updates to the list of marketed animal rabies vaccines.

Part I. Rabies Prevention and Control

A. Principles of rabies prevention and control

1. **Case definition.** An animal is determined to be rabid after diagnosis by a qualified laboratory as specified (*see* Part I.A. 10. Rabies diagnosis). The national case definition for animal rabies requires laboratory confirmation on the basis of either a positive result for the direct fluorescent antibody test (preferably performed on CNS tissue) or isolation of rabies virus in cell culture or a laboratory animal.¹⁰

2. **Rabies virus exposure.** Rabies is transmitted when the virus is introduced into bite wounds, into open cuts in skin, or onto mucous membranes from saliva or other potentially infectious material such as neural tissue.¹¹ Questions regarding possible exposures should be directed promptly to state or local public health authorities.

3. **Interdisciplinary approach.** Clear and consistent communication and coordination among relevant animal and human health partners across and within all jurisdictions (including international, national, state, and local) is necessary to most effectively prevent and control rabies. As is the case for the prevention of many zoonotic and emerging infections, rabies prevention requires the cooperation of animal control, law enforcement, and natural resource personnel; veterinarians; diagnosticians; public health professionals; physicians; animal and pet owners; and others. An integrated program must include provisions to promptly respond to situations; humanely restrain, capture, and euthanize animals; administer quarantine, confinement, and observation periods; and prepare samples for submission to a testing laboratory.

4. **Awareness and education.** Essential components of rabies prevention and control include ongoing public education, responsible pet ownership, routine veterinary care and vaccination, and professional continuing education. Most animal and human exposures to rabies can be prevented by raising awareness concerning rabies transmission routes, the importance of avoiding contact with wildlife, and the need for appropriate veterinary care. Prompt recognition and reporting

of possible exposures to medical and veterinary professionals and local public health authorities are critical.

5. **Human rabies prevention.** Rabies in humans can be prevented by eliminating exposures to rabid animals or by providing exposed persons prompt postexposure prophylaxis consisting of local treatment of wounds in combination with appropriate administration of human rabies immune globulin and vaccine. An exposure assessment should occur before rabies postexposure prophylaxis is initiated and should include discussion between medical providers and public health officials. The rationale for recommending preexposure prophylaxis and details of both preexposure and postexposure prophylaxis administration can be found in the current recommendations of the Advisory Committee on Immunization Practices.^{11,12} These recommendations, along with information concerning the current local and regional epidemiology of animal rabies and the availability of human rabies biologics, are available from state health departments.

6. **Domestic animal vaccination.** Multiple vaccines are licensed for use in domestic animal species. Vaccines available include inactivated and modified-live virus vectored products, products for IM and SC administration, products with durations of immunity for periods of 1 to 3 years, and products with various minimum ages of vaccination. Recommended vaccination procedures are specified in Part II of this compendium; animal rabies vaccines licensed by the USDA and marketed in the United States are specified in Appendix 1. Local governments should initiate and maintain effective programs to ensure vaccination of all dogs, cats, and ferrets and to remove stray and unwanted animals. Such procedures have reduced laboratory-confirmed cases of rabies among dogs in the United States from 6,949 cases in 1947 to 89 cases in 2013.³ Because more rabies cases are reported annually involving cats (247 in 2013) than dogs, vaccination of cats should be required.³ Animal shelters and animal control authorities should establish policies to ensure that adopted animals are vaccinated against rabies.

An important tool to optimize public and animal health and enhance domestic animal rabies control is routine or emergency implementation of low-cost or free clinics for rabies vaccination. To facilitate implementation, jurisdictions should work with veterinary medical licensing boards, veterinary associations, the local veterinary community, animal control officials, and animal welfare organizations.

7. **Rabies in vaccinated animals.** Rabies is rare in vaccinated animals.¹³⁻¹⁵ If rabies is suspected in a vaccinated animal, it should be reported to public health officials, the vaccine manufacturer, and the USDA APHIS Center for Veterinary Biologics

(www.aphis.usda.gov; search for "adverse event reporting"). The laboratory diagnosis should be confirmed and the virus variant characterized by the CDC's rabies reference laboratory. A thorough epidemiologic investigation including documentation of the animal's vaccination history and potential rabies exposures should be conducted.

8. Rabies in wildlife. It is difficult to control rabies among wildlife reservoir species.¹⁶ Vaccination of free-ranging wildlife or point infection control is useful in some situations,¹⁷ but the success of such procedures depends on the circumstances surrounding each rabies outbreak (See Part I. C. Prevention and control methods related to wildlife). Because of the risk of rabies in wild animals (especially raccoons, skunks, coyotes, foxes, and bats), the AVMA, American Public Health Association, Council of State and Territorial Epidemiologists, National Animal Care and Control Association, and National Association of State Public Health Veterinarians strongly recommend the enactment and enforcement of state laws prohibiting the importation, distribution, translocation, and private ownership of wild animals.

9. Rabies surveillance. Laboratory-based rabies surveillance and variant typing are essential components of rabies prevention and control programs. A comprehensive surveillance program should not be limited to testing only those animals that have potentially exposed people or domestic animals to rabies. Accurate and timely information and reporting are necessary to guide decisions regarding postexposure prophylaxis in potentially exposed humans, determine appropriate management of potentially exposed animals, aid in the discovery of emerging variants, describe the epidemiology of the disease, and assess the effectiveness of vaccination programs for domestic animals and wildlife. Every animal submitted for rabies testing should be reported to the CDC to evaluate surveillance trends. Public health authorities should implement electronic laboratory reporting and notification systems.¹⁸ Information reported on every animal submitted for rabies testing should include species, point location, vaccination status, rabies virus variant (if rabid), and human or domestic animal exposures. To enhance the ability to make evidence-based recommendations from national surveillance data, additional data should be collected and reported on all rabid domestic animals. In this regard, essential data elements include age, sex, neuter status, ownership status, quarantine dates (if any), date of onset of any clinical signs, and complete vaccination history. Rabid animals with a history of importation into the United States within the past 60 days are immediately notifiable by state health departments to the CDC; for all indigenous cases, standard notification protocols should be followed.¹⁹

10. Rabies diagnosis.

a) The direct fluorescent antibody test is the gold standard for rabies diagnosis. The test should be performed in accordance with the established national standardized protocol (www.cdc.gov/rabies/pdf/rabiesdfaspv2.pdf) by a qualified laboratory that has been designated by the local or state health department.^{20,21} Animals submitted for rabies testing should be euthanized^{22,23} in such a way as to maintain the integrity of the brain so that the laboratory can recognize anatomic structures. Except in the case of very small animals, such as bats, only the head or entire brain (including brainstem) should be submitted to the laboratory. To facilitate prompt laboratory testing, submitted specimens should be stored and shipped under refrigeration without delay. The need to thaw frozen specimens will delay testing. Chemical fixation of tissues should be avoided to prevent significant testing delays and because such fixation might preclude reliable testing. Questions about testing of fixed tissues should be directed to the local rabies laboratory or public health department.

b) Rabies testing should be available outside of normal business hours at the discretion of public health officials to expedite exposure management decisions.²⁰ When confirmatory testing is needed by state health departments (eg, in the event of inconclusive results, unusual species, or mass exposures), the CDC rabies laboratory can provide additional testing and results within 24 hours of sample receipt.²⁴

c) Professional associations such as the Association of Public Health Laboratories should advocate for, distribute, and promote the development of guidelines for routinely assessing testing practices within rabies laboratories to ensure maintenance of quality and safety.

d) A direct rapid immunohistochemical test (referred to as dRIT) is being used by trained field personnel in surveillance programs for specimens not involved in human or domestic animal exposures.²⁵⁻²⁸ All positive direct rapid immunohistochemical test results need to be confirmed by means of direct fluorescent antibody testing at a qualified laboratory.

e) Currently, there are no commercially available, USDA-licensed rapid test kits for rabies diagnosis. Unlicensed tests should not be used owing to the following concerns: sensitivity and specificity of these tests are not known, the tests have not been validated against current standard methods, the excretion of virus in the saliva is intermittent and the amount varies over time, any unlicensed test result would

need to be confirmed by validated methods such as direct fluorescent antibody testing on brain tissue, and the interpretation of results from unlicensed tests may place exposed animals and persons at risk.

11. Rabies serology. Some jurisdictions require evidence of vaccination and rabies virus antibodies for animal importation purposes. Rabies virus antibody titers are indicative of a response to vaccine or infection. Titers do not directly correlate with protection because other immunologic factors also play a role in preventing rabies and our abilities to measure and interpret those other factors are not well-developed. Therefore, evidence of circulating rabies virus antibodies in animals should not be used as a substitute for current vaccination in managing rabies exposures or determining the need for booster vaccination.²⁹⁻³²

12. Rabies research. Information derived from well-designed studies is essential for the development of evidence-based recommendations. Data are needed in several areas, including viral shedding periods for domestic livestock and lagomorphs, potential shedding of virus in milk, the earliest age at which rabies vaccination is effective, protective effect of maternal antibody, duration of immunity, postexposure prophylaxis protocols for domestic animals, models for treatment of clinical rabies, extralabel vaccine use in domestic animals and wildlife rabies reservoir species, host-pathogen adaptations and dynamics, and the ecology of wildlife rabies reservoir species, especially in relation to the use of oral rabies vaccines.

B. Prevention and control methods in domestic and confined animals

1. Preexposure vaccination and management. Adherence to a regular rabies vaccination schedule is critical to protect animals against recognized and unrecognized rabies exposures. Parenteral animal rabies vaccines should be administered only by or under the direct supervision of a licensed veterinarian on premises. Rabies vaccines may be administered under the supervision of a licensed veterinarian to animals held in animal shelters before release.^{33,34} The veterinarian signing a rabies vaccination certificate must ensure that the person who administered the vaccine is identified on the certificate and has been appropriately trained in vaccine storage, handling, and administration and in the management of adverse events. This ensures that a qualified and responsible person can be held accountable for properly vaccinating the animal.

Within 28 days after initial vaccination, a peak rabies virus antibody titer is expected, and the animal can be considered immunized.^{31,35-37} Regardless of the age of the animal at initial vaccination, a booster vaccination should be administered 1 year later (see Part II and Appendix 1). An animal is currently vaccinated and is consid-

ered immunized immediately after any booster vaccination.^{38,39}

a) **Booster vaccination.** Following the initial vaccination, booster vaccinations should be given in a manner consistent with the manufacturer's label. If a previously vaccinated animal is overdue for any booster vaccination, including the first booster vaccination due 1 year after initial vaccination, it should be given a booster vaccination. Immediately after this booster vaccination, the animal is considered currently vaccinated and should be placed on a booster vaccination schedule consistent with the label of the vaccine used. There are no laboratory or epidemiological data to support the annual or biennial administration of 3-year vaccines after completion of the initial vaccine series (ie, the initial vaccination and 1-year booster vaccination).

b) **Dogs, cats, and ferrets.** All dogs, cats, and ferrets should be vaccinated against rabies and revaccinated in accordance with recommendations in this compendium (Appendix 1).

c) **Livestock.** All horses should be vaccinated against rabies.⁴⁰ Livestock, including species for which licensed vaccines are not available, that have frequent contact with humans (eg, in petting zoos, fairs, and other public exhibitions) should be vaccinated against rabies.^{41,42} Consideration should also be given to vaccinating livestock that are particularly valuable.

d) **Captive wild animals and wild animal hybrids** (the offspring of wild animals crossbred to domestic animals).

(1) Wild animals and wild animal hybrids should not be kept as pets.^{43,44} No parenteral rabies vaccines are licensed for use in wild animals or wild animal hybrids.⁴⁵

(2) Animals that are farmed (eg, for food, fur, or fiber) or maintained in exhibits or zoological parks and that are not completely excluded from all contact with rabies vectors can become infected.⁴⁶ Moreover, wild animals might be incubating rabies when initially captured. Therefore, wild-caught animals susceptible to rabies should be quarantined for a minimum of 6 months.

(3) Employees who work with animals in exhibits or zoological parks should receive preexposure rabies vaccination. The use of preexposure or postexposure rabies vaccination for handlers who work with animals at such facilities might reduce the need for euthanasia of captive animals that expose handlers. Carnivores and bats should be housed in a manner

that precludes direct contact with the public.^{41,42} Consideration may be given to vaccinating animals that are particularly valuable (*see* Part II. D. Vaccination of wildlife and wild animal hybrids).

2. Stray animals. Stray dogs, cats, and ferrets should be removed from the community, and mechanisms should be put in place to facilitate voluntary surrender of animals to prevent abandonment. Local health departments and animal control officials can enforce the removal of strays more effectively if owned animals are required to have identification and be confined or kept on leash. Strays should be impounded for at least 3 business days to determine whether human exposure has occurred and to give owners sufficient time to reclaim animals.

Stray and feral cats serve as a significant source of rabies exposure risk.⁴⁷ If communities allow maintenance of feral cat colonies despite this risk, they should safeguard the health of the cats and the communities in which they reside by requiring that cats receive initial rabies vaccinations and appropriately scheduled booster vaccinations.

3. Importation and interstate movement of animals.

a) Areas with dog-to-dog rabies transmission. Canine rabies virus variants have been eliminated from the United States^{3,7}; however, rabid dogs and a rabid cat have been introduced into the continental United States from areas with dog-to-dog rabies transmission.^{4-6,48,49} The movement of dogs for the purposes of adoption or sale from areas with dog-to-dog rabies transmission increases the risk of introducing canine-transmitted rabies to areas where it does not currently exist, and this practice should be prohibited.

b) International importation. Current federal regulations are insufficient to prevent the introduction of rabid animals into the United States and must be strengthened and appropriately enforced.^{4-6,48,49} The CDC and USDA APHIS have regulatory authority over the importation of dogs and cats into the United States.⁶ Importers of dogs must comply with rabies vaccination requirements.^{50,51} These regulations require that dogs from rabies-endemic countries be currently vaccinated against rabies prior to importation. The appropriate health official of the state of destination should be notified by the appropriate federal authorities within 72 hours of the arrival of any unvaccinated imported dog required to be placed in confinement (as defined by the CDC⁵²) under these regulations. Failure of the owner to comply with these confinement requirements should be promptly reported to the CDC's Division of Global Migration and Quarantine (CDCAnimalImports@cdc.gov).

All imported dogs and cats are also subject to state and local laws governing rabies and

should be currently vaccinated against rabies with USDA-licensed products in accordance with this compendium. Failure of the owner to comply with state or local requirements should be referred to the appropriate state or local official.

c) Interstate movement (including commonwealths and territories). Before interstate movement occurs, dogs, cats, ferrets, and horses should be currently vaccinated against rabies in accordance with this compendium. Animals in transit should be accompanied by a current, valid rabies vaccination certificate such as Form 51 from the National Association of State Public Health Veterinarians.⁵³ When an interstate health certificate or certificate of veterinary inspection is required, it should contain the same rabies vaccination information as Form 51.

4. Adjunct procedures. Methods or procedures that enhance rabies control include the following⁵⁴:

a) Identification. Dogs, cats, and ferrets should be identified (eg, metal or plastic tags or microchips) to allow for verification of rabies vaccination status.

b) Licensure. Registration or licensure of all dogs, cats, and ferrets is an integral component of an effective rabies control program. A fee is frequently charged for such licensure, and revenues collected are used to maintain rabies or animal control activities. Evidence of current vaccination should be an essential prerequisite to licensure.

c) Canvassing. House-to-house canvassing by animal control officials facilitates enforcement of vaccination and licensure requirements.

d) Citations. Citations are legal summonses issued to owners for violations, including the failure to vaccinate or license their animals. The authority for officers to issue citations should be an integral part of animal control programs.

e) Animal control. All local jurisdictions should incorporate training and continuing education of personnel regarding stray-animal control, leash laws, animal bite prevention, and rabies prevention and control into their programs.

f) Public education. All local jurisdictions should incorporate education covering responsible pet ownership, bite prevention, and appropriate veterinary care into their programs.

5. Postexposure management. This section refers to any animal exposed (*see* Part I.A. 2. Rabies virus exposure) to a confirmed or suspected rabid animal. Wild mammalian carnivores, skunks, and bats that are not available or suitable for testing should be regarded as rabid. The rationale for

observation, confinement, or strict quarantine periods of exposed animals despite previous vaccination is based in part on the potential for overwhelming viral challenge, incomplete vaccine efficacy, improper vaccine administration, variable host immunocompetence, and immune-mediated death (ie, early death phenomenon).^{13,55-57}

a) Dogs, cats, and ferrets. Any illness in an exposed animal should be reported immediately to the local health department. If signs suggestive of rabies develop (eg, paralysis or seizures), the animal should be euthanized, and the head or entire brain (including brainstem) should be submitted for testing (see Part I.A. 10. Rabies diagnosis).

(1) Dogs, cats, and ferrets that are current on rabies vaccination should immediately receive veterinary medical care for assessment, wound cleansing, and booster vaccination. The animal should be kept under the owner's control and observed for 45 days.

(2) Dogs, cats, and ferrets that have never been vaccinated should be euthanized immediately. There are currently no USDA-licensed biologics for postexposure prophylaxis of previously unvaccinated domestic animals, and there is evidence that the use of vaccine alone will not reliably prevent the disease in these animals.⁵⁸ If the owner is unwilling to have the animal euthanized, the animal should be placed in strict quarantine for 4 (dogs and cats) or 6 (ferrets) months. Strict quarantine in this context refers to confinement in an enclosure that precludes direct contact with people and other animals. A rabies vaccine should be administered at the time of entry into quarantine to bring the animal up to current rabies vaccination status. Administration of vaccine should be done as soon as possible. It is recommended that the period from exposure to vaccination not exceed 96 hours.^{59,60} If vaccination is delayed, public health officials may consider increasing the quarantine period for dogs and cats from 4 to 6 months, taking into consideration factors such as the severity of exposure, the length of delay in vaccination, current health status, and local rabies epidemiology.

(3) Dogs and cats that are overdue for a booster vaccination and that have appropriate documentation of having received a USDA-licensed rabies vaccine at least once previously should immediately receive veterinary medical care for assessment, wound cleansing, and booster vaccination. The animal should be kept under the own-

er's control and observed for 45 days.³⁹ If booster vaccination is delayed, public health officials may consider increasing the observation period for the animal, taking into consideration factors such as the severity of exposure, the length of delay in booster vaccination, current health status, and local rabies epidemiology.

(4) Dogs and cats that are overdue for a booster vaccination and without appropriate documentation of having received a USDA-licensed rabies vaccine at least once previously should immediately receive veterinary medical care for assessment, wound cleansing, and consultation with local public health authorities.

(a) The animal can be treated as unvaccinated, immediately given a booster vaccination, and placed in strict quarantine (see Part I. B. 5. a) (2)).

(b) Alternatively, prior to booster vaccination, the attending veterinarian may request guidance from the local public health authorities in the possible use of prospective serologic monitoring. Such monitoring would entail collecting paired blood samples to document prior vaccination by providing evidence of an anamnestic response to booster vaccination. If an adequate anamnestic response is documented, the animal can be considered to be overdue for booster vaccination (see Part I. B. 5. a) (3)) and observed for 45 days.³⁹ If there is inadequate evidence of an anamnestic response, the animal is considered to have never been vaccinated and should be placed in strict quarantine (see Part I. B. 5. a) (2)).

(5) Ferrets that are overdue for a booster vaccination should be evaluated on a case-by-case basis, taking into consideration factors such as the severity of exposure, time elapsed since last vaccination, number of previous vaccinations, current health status, and local rabies epidemiology, to determine need for euthanasia or immediate booster vaccination followed by observation or strict quarantine.

b) Livestock. All species of livestock are susceptible to rabies; cattle and horses are the most frequently reported infected species.³ Any illness in an exposed animal should be reported immediately to the local health department and animal health officials. If signs suggestive of rabies develop, the animal should be euthanized, and the head or entire brain

(including brainstem) should be submitted for testing (*see* Part I.A. 10. Rabies diagnosis).

(1) Livestock that have never been vaccinated should be euthanized immediately. Animals that are not euthanized should be confined and observed on a case-by-case basis for 6 months.

(2) Livestock that are current on rabies vaccination with a USDA-licensed vaccine approved for that species should be given a booster vaccination immediately and observed for 45 days.

(3) Livestock overdue for a booster vaccination should be evaluated on a case-by-case basis, taking into consideration factors such as severity of exposure, time elapsed since last vaccination, number of previous vaccinations, current health status, and local rabies epidemiology, to determine need for euthanasia or immediate booster vaccination followed by observation or strict quarantine.

(4) Multiple rabid animals in a herd and herbivore-to-herbivore transmission of rabies are uncommon.⁶¹ Therefore, restricting the rest of the herd if a single animal has been exposed to or infected with rabies is usually not necessary.

(5) Rabies virus is widely distributed in the tissues of rabid animals.⁶²⁻⁶⁴ Tissues and products from a rabid animal should not be used for human or animal consumption^{65,66} or transplantation.⁶⁷ However, pasteurization and cooking will inactivate rabies virus.⁶⁸ Therefore, inadvertently drinking pasteurized milk or eating thoroughly cooked animal products does not constitute a rabies exposure.

(6) Handling and consumption of uncooked tissues from exposed animals might carry a risk for rabies transmission.⁶⁹ Persons handling exposed animals, carcasses, and tissues should use appropriate barrier precautions.^{69,70} State and local public health authorities, state meat inspectors, and the USDA Food Safety and Inspection Service should be notified if exposures occur in animals intended for commercial use. Animals should not be presented for slaughter in a USDA-regulated establishment if such animals originate from a quarantine area and have not been approved for release by the proper authority. If an exposed animal is to be custom slaughtered or home slaughtered for consumption, it should be slaughtered immediately after exposure, and all tissues should be cooked thoroughly.

c) Other animals. Other mammals exposed to a rabid animal should be euthanized

immediately. Animals maintained in USDA-licensed research facilities or accredited zoological parks should be evaluated on a case-by-case basis in consultation with public health authorities. Management options may include quarantine, observation, or administration of rabies biologics.

6. Management of animals that bite humans.

a) Dogs, cats, and ferrets. Rabies virus is excreted in the saliva of infected dogs, cats, and ferrets during illness and for only a few days before the onset of clinical signs or death.⁷¹⁻⁷³ Regardless of rabies vaccination status, a healthy dog, cat, or ferret that exposes a person should be confined and observed daily for 10 days from the time of the exposure⁷⁴; administration of rabies vaccine to the animal is not recommended during the observation period to avoid confusing signs of rabies with rare adverse vaccine reactions.¹⁵ Any illness in the animal should be reported immediately to the local health department. Such animals should be evaluated by a veterinarian at the first sign of illness during confinement. If signs suggestive of rabies develop, the animal should be euthanized, and the head or entire brain (including brainstem) should be submitted for testing (*see* Part I.A. 10. Rabies diagnosis). Any stray or unwanted dog, cat, or ferret that exposes a person may be euthanized immediately, and the head or entire brain (including brainstem) should be submitted for testing (*see* Part I.A. 10. Rabies diagnosis).

b) Other animals. Other animals that might have exposed a person to rabies should be reported immediately to the local health department. Management of animals other than dogs, cats, and ferrets depends on the species, the circumstances of the exposure, the epidemiology of rabies in the area, the exposing animal's history and current health status, and the animal's potential for exposure to rabies. The shedding period for rabies virus is undetermined for most species. Previous vaccination of these animals might not preclude the necessity for euthanasia and testing.

7. Outbreak prevention and control. The emergence of new rabies virus variants or the introduction of nonindigenous viruses poses a significant risk to humans, domestic animals, and wildlife.⁷⁵⁻⁸² A rapid and comprehensive response involves coordination of multiple agencies (*see* Part I.A. 3. Interdisciplinary approach) to accomplish the following outcomes⁸³:

- Characterize the virus at the national reference laboratory.
- Identify and control the source of the introduction.

- Enhance laboratory-based surveillance in wild and domestic animals.
- Increase animal rabies vaccination rates.
- Restrict the movement of animals.
- Evaluate the need for wildlife intervention activities (eg, point infection control, trap-vaccinate-release programs, and oral rabies vaccination programs).
- Provide public and professional outreach and education.

8. Disaster response. Animals might be displaced during and after man-made or natural disasters and require emergency sheltering.⁸⁴⁻⁸⁶ Animal rabies vaccination and exposure histories are often not available for displaced animals, and disaster response can create situations where animal caretakers might lack appropriate training or preexposure vaccination. In such situations, it is critical to implement and coordinate rabies prevention and control measures to reduce the risk of rabies transmission and the need for human postexposure prophylaxis. Such measures include the following actions:

- Coordinate relief efforts of individuals and organizations with the local emergency operations center before deployment.
- Examine each animal at a triage site for possible bite injuries or signs of rabies.
- Isolate animals exhibiting signs of rabies pending evaluation by a veterinarian.
- Ensure that all animals have a unique identifier.
- Administer a rabies vaccine to all dogs, cats, and ferrets unless reliable proof of current vaccination exists.
- Adopt minimum standards for animal caretakers as feasible, including use of personal protective equipment, completion of the preexposure rabies vaccination series prior to deployment, and provision of appropriate training.⁸⁷
- Maintain documentation of animal disposition and location (eg, returned to owner, died or euthanized, adopted, or relocated to another shelter with address of new location).
- Provide facilities to confine and observe animals involved in exposures (*see* Part I. B. 6. Management of animals that bite humans).
- Report human exposures to appropriate public health authorities (*see* Part I. A. 2. Rabies virus exposure).

C. Prevention and control methods related to wildlife

The public should be warned not to handle or feed wild mammals. Wild mammals and wild animal hybrids that expose persons, pets, or livestock should be considered for euthanasia and rabies testing. A person exposed by any wild mammal should immediately wash the wound thoroughly and report the incident to a health-care provider who, in consultation with public health authorities, can evaluate the need for postexposure prophylaxis.^{11,12}

Translocating infected wildlife has contributed to the spread of rabies,^{75-80,88} and animals that appear healthy can still be rabid. Therefore, translocation (ie, moving live animals from their point of capture and releasing them) of known rabies reservoir species should be prohibited.⁸⁹ Whereas state-regulated wildlife rehabilitators and nuisance-wildlife control operators should play a role in a comprehensive rabies control program, minimum standards for these persons who handle wild mammals should include rabies pre-exposure vaccination, specific rabies prevention and control training, and ongoing continuing education.

1. Carnivores. The use of oral rabies vaccines for mass vaccination of free-ranging wildlife should be considered in selected situations, with the approval of appropriate state and local agencies.^{16,90} There have been documented successes using oral rabies vaccines to control rabies in wildlife in North America.⁹⁰⁻⁹³ The currently licensed vaccinia-vectored oral rabies vaccine is labeled for use in raccoons and coyotes. Research to improve existing oral rabies vaccine and baits and to develop and test novel products to determine safety and efficacy must be encouraged. The distribution of oral rabies vaccines should be based on scientific assessments of the target species and followed by timely and appropriate analysis of surveillance data, with results provided to all stakeholders. In addition, parenteral vaccination (trap-vaccinate-release) of wildlife rabies reservoir species may be integrated into coordinated oral rabies vaccine programs to enhance their effectiveness. Continuous and persistent programs for trapping or poisoning wildlife are not effective in reducing populations of wildlife rabies reservoir species on a statewide basis. However, limited population control in high-contact areas (eg, picnic grounds, camps, and suburban areas) might be indicated for the removal of selected high-risk species of wildlife. State agriculture, public health, and wildlife agencies should be consulted for planning, coordination, and evaluation of vaccination or point infection control programs.¹⁶

2. Bats. From the 1950s to today, indigenous rabid bats have been reported from every state except Hawaii and have caused rabies in at least 54 humans in the United States.⁹⁴⁻¹⁰³ Bats should be excluded, using appropriate methods, from houses, public buildings, and adjacent structures to prevent direct association with humans.^{104,105} Such structures should then be made bat-proof by sealing entrances used by bats. Controlling rabies in bats through programs designed to reduce bat populations is neither feasible nor desirable.

Part II. Recommendations for Parenteral Rabies Vaccination Procedures

A. Vaccine administration

All animal rabies vaccines should be restricted to use by or under the direct supervision of a veterinarian.

ian,¹⁰⁶ except as recommended otherwise (see Part I. B. 1. Preexposure vaccination and management).

B. Vaccine selection

All vaccines licensed by the USDA and marketed in the United States at the time of publication of this compendium are listed (Appendix 1). Newly approved vaccines and changes in label specifications made subsequent to publication should be considered as part of this list. Any of the listed vaccines can be used for revaccination, even if the product is not the same as the one previously administered. Vaccines used in state and local rabies control programs should have at least a 3-year duration of immunity. This constitutes the most effective method of increasing the proportion of immunized dogs and cats in any population.¹⁰⁷

C. Adverse events

Currently, no epidemiological association exists between any particular licensed vaccine product and adverse events.^{15,34,108–110} Although rare, adverse events such as vomiting, injection site swelling, lethargy, hypersensitivity, and the occurrence of rabies despite previous vaccination of an animal have been reported. Adverse events should be reported to the vaccine manufacturer and to USDA APHIS's Center for Veterinary Biologics (www.aphis.usda.gov; search for "adverse event reporting"). Although ill animals may not have a full immunologic response to vaccination, there is no evidence to suggest that adverse events are more likely to occur with rabies vaccination of ill than healthy animals. A veterinarian choosing to temporarily delay vaccinating an animal with an acute illness or condition should ensure that the animal is vaccinated as soon as possible. Animals with a previous history of anaphylaxis can be medically managed and observed after vaccination.⁵⁶ Severe adverse events related to rabies vaccination are extremely rare in animals. Decisions concerning rabies vaccination of animals with well-documented severe adverse events to rabies vaccine must be made within the context of a valid veterinarian-client-patient relationship. Due consideration should be given to the attendant risks and benefits of not vaccinating, including regulatory noncompliance. Animals not currently vaccinated that experience a rabies exposure are at greater risk for infection and death and also put their owners and the community at risk.

D. Vaccination of wildlife and wild animal hybrids

The safety and efficacy of parenteral rabies vaccines in wildlife and wild animal hybrids have not been established, and no rabies vaccines are currently licensed for use in these animals. Thus, any use of rabies vaccines in these animals is considered extralabel use. Zoos or research institutions may establish vaccination programs in an attempt to protect valuable animals, but these should not replace appropriate public health activities that protect humans (see Part I. B. 1. d) (3)).

E. Accidental human exposure to rabies vaccines

Human exposure to parenteral animal rabies vaccines listed in Appendix 1 does not constitute a risk for rabies virus infection. Human exposure to vaccinia-vectored oral rabies vaccines should be reported to state health officials.^{111,112}

F. Rabies certificates

All agencies and veterinarians should use Form 51, the rabies vaccination certificate recommended by the National Association of State Public Health Veterinarians,⁵³ or should use an equivalent. The form must be completed in full and signed by the administering or supervising veterinarian. Computer-generated forms containing the same information are also acceptable.

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Appendix 1

Rabies vaccines licensed and marketed in the United States, 2016.

| Product name | Produced by | Marketed by | For use in | Dose | Age at primary vaccination* | Booster vaccination | Route of inoculation |
|---|---|--|--|----------------------|-----------------------------|--|----------------------------------|
| Monovalent (inactivated) RABVAC 1 RABVAC 3 | Boehringer Ingelheim Vermedica Inc License No. 124 Boehringer Ingelheim Vermedica Inc License No. 124 | Boehringer Ingelheim Vermedica Inc Boehringer Ingelheim Vermedica Inc | Dogs and cats Dogs and cats | 1 mL 2 mL | 3 mo 3 mo | Annually 1 year later and triennially | IM or SC IM or SC |
| EQUIL-RAB with Havogen DEFENSOR 1 | Merck Animal Health License No. 165A Zoetis License No. 190 | Merck Animal Health Zoetis | Horses Horses | 1 mL 1 mL | 4 mo 3 mo | Annually Annually | IM IM |
| DEFENSOR 3 | Zoetis License No. 190 | Zoetis | Dogs Cats | 1 mL 1 mL | 3 mo 3 mo | Annually 1 year later and triennially | IM or SC IM or SC |
| NOBIVAC 1-Rabies | Zoetis License No. 190 | Merck Animal Health | Sheep and cattle Dogs | 2 mL 1 mL | 3 mo 3 mo | Annually Annually | IM IM or SC |
| NOBIVAC 3-Rabies and 3-Rabies CA | Zoetis License No. 190 | Merck Animal Health | Cats Dogs | 1 mL 1 mL | 3 mo 3 mo | Annually 1 year later and triennially | SC IM or SC |
| IMRAB 1 IMRAB 1 TF IMRAB 3 | Merck Animal Health License No. 298 Merck Animal Health License No. 298 Merck Animal Health License No. 298 | Merck Animal Health Merck Animal Health Merck Animal Health | Sheep and cattle Dogs and cats Dogs and cats | 2 mL 1 mL 1 mL | 3 mo 3 mo 3 mo | Annually Annually 1 year later and triennially | IM SC SC |
| IMRAB 3 TF | Merck Animal Health License No. 298 | Merck Animal Health | Sheep | 2 mL | 3 mo | Annually | IM |
| IMRAB Large Animal | Merck Animal Health License No. 298 | Merck Animal Health | Cattle and horses Ferrets | 2 mL 1 mL | 3 mo 3 mo | Annually Annually | IM or SC IM or SC |
| Monovalent (rabies glycoprotein; live canary pox vector) PUREVAX Feline Rabies PUREVAX Feline Rabies 3 YR | Merck Animal Health License No. 298 Merck Animal Health License No. 298 Merck Animal Health License No. 298 | Merck Animal Health Merck Animal Health Merck Animal Health | Dogs and cats Dogs and cats Dogs and cats | 1 mL 1 mL 1 mL | 3 mo 3 mo 3 mo | Annually Annually 1 year later and triennially | IM or SC IM or SC IM or SC |
| Combination (inactivated) Equine POTOMAVAC + IMRAB | Merck Animal Health License No. 298 | Merck Animal Health | Sheep | 2 mL | 3 mo | Annually | IM or SC |
| Combination (rabies glycoprotein; live canary pox vector) PUREVAX Feline 3/Rabies | Merck Animal Health License No. 298 | Merck Animal Health | Cattle and horses Ferrets | 2 mL 1 mL | 3 mo 3 mo | Annually Annually | IM or SC IM or SC |
| PUREVAX Feline 4/Rabies | Merck Animal Health License No. 298 | Merck Animal Health | Dogs and cats Cattle and horses | 1 mL 2 mL | 3 mo 3 mo | Annually Annually | IM or SC IM or SC |
| Oral (rabies glycoprotein; live vaccinia vector)† RABORAL V-RG | Merck Animal Health License No. 298 | Merck Animal Health | Sheep | 2 mL | 3 mo | Annually | IM or SC |

*One month = 28 days. †Oral rabies vaccines are restricted for use in federal and state rabies control programs.

NA = Not applicable.
Information is provided by the vaccine manufacturers and USDA APHIS's Center for Veterinary Biologics and is subject to change.

Appendix 2

Rabies vaccine manufacturer contact information

| Manufacturer | Phone No. | URL |
|------------------------------------|--------------|--|
| Boehringer Ingelheim Vetmedica Inc | 800-638-2226 | www.bi-vetmedica.com |
| Merck Animal Health Inc | 800-521-5767 | www.merck-animal-health-usa.com |
| Merial Inc | 888-637-4251 | us.merial.com |
| Zoetis | 800-366-5288 | www.zoetis.com |

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017

SESSION LAW 2017-106
SENATE BILL 74

AN ACT IMPLEMENTING THE RECOMMENDATIONS AND GUIDELINES OF THE
NATIONAL ASSOCIATION OF STATE PUBLIC HEALTH VETERINARIANS
REGARDING THE MANAGEMENT OF DOGS, CATS, AND FERRETS EXPOSED TO
RABIES.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 130A-197 reads as rewritten:

"§ 130A-197. ~~Infected animals to be destroyed; protection of vaccinated animals.~~ Management of dogs, cats, and ferrets exposed to rabies.

When the local health director reasonably suspects that an animal required to be vaccinated under this Part has been exposed to the saliva or nervous tissue of a proven rabid animal or animal reasonably suspected of having rabies that is not available for laboratory diagnosis, the animal shall be considered to have been exposed to rabies. ~~An animal exposed to rabies shall be destroyed immediately by its owner, the county Animal Control Officer or a peace officer unless the animal has been vaccinated against rabies in accordance with this Part and the rules of the Commission more than 28 days prior to being exposed, and is given a booster dose of rabies vaccine within five days of the exposure. As an alternative to destruction, the animal may be quarantined at a facility approved by the local health director for a period up to six months, and under reasonable conditions imposed by the local health director.~~ The recommendations and guidelines for rabies post-exposure management specified by the National Association of State Public Health Veterinarians in the most current edition of the Compendium of Animal Rabies Prevention and Control shall be the required control measures."

SECTION 2. This act becomes effective October 1, 2017.

In the General Assembly read three times and ratified this the 26th day of June, 2017.

s/ Daniel J. Forest
President of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 1:56 p.m. this 12th day of July, 2017



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: James Meacham, TDA, Chief Executive Officer
DATE:
SUBJECT: Consider Partnership with City of Salisbury and TDA In Support of a WWI and WW II Memorial

General Information:

The Rowan County Tourism Development Authority approved \$10,000 in capital funds to support the construction of a World I and World War II Memorial at the Patriots Flags Concourse at the City of Salisbury's Park located at the corner of West Miller Street and North Jackson Street in Salisbury, NC. The current City owned park is the location of the former Salisbury Armory and now houses the Patriots Flag Concourse and recreational assets.

The Tourism Authority requests the Rowan County Board of Commissioners consider matching the Authority's funding with \$10,000 from Rowan County. The combined funds from the Tourism Authority and County would strictly go towards the construction of the Memorial, which will be managed by the City of Salisbury, who will also maintain the Memorial for the community and visitors.

Through private funding, the remaining funds, care of the Salisbury Rotary are to be raised for the project. Currently the City of Salisbury has furnished drawings, renderings, design services and will provide labor support for the Memorial's construction, in addition to long term maintenance.

The Tourism Authority has unanimously approved the funds, but will not disburse any funds for the project until confirmation that remaining funds needed to complete the project have been secured. Upon the remaining funds being secured and verified the Tourism Authority would remit its project funds to the City of Salisbury for the construction of the Memorial. The Tourism Authority requests that if County support funds are approved for the Memorial, a similar structure, as the one employed by the Tourism Authority, is considered for County funds, too.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------------|-------------|------|
| No Attachments Available | | |

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: February 1, 2018
SUBJECT: Consider Approval of New Rowan County Roadside Litter Program

Please find attached two (2) proposals from Caleb Sinclair, Environmental Management Director, for a program to improve roadside litter in Rowan County.

The program would provide county funding to supervise community service workers while picking up litter off the side of the road.

The upfront capital cost would be approximately \$45K and the annual operational cost would be approximately \$39K.

The Board could approve and implement the program on February 5, 2018 and the effectiveness of the program could be revisited during the budget process.

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------------------------------|--------------------|-------------|
| Litter Program With Van Option | 2/1/2018 | Cover Memo |
| Litter Program With Crew Cab Option | 2/1/2018 | Cover Memo |

Proposal: Program Expansion/Roadside Litter Mitigation

Overview

The prevalence of illegal dumping and roadside litter has become an increasing problem throughout our County and our State. Due in part to diminished *North Carolina Department of Transportation* (NCDOT) resources, litter removal initiatives within NCDOT jurisdiction (“Right-of-Way”) have become increasingly underserved. In an effort to supplement the county’s existing litter remediation resources, Rowan County proposes to offer roadside litter remediation services through its Department of Environmental Management division. The Rowan County Department of Environmental Management currently partners with the Rowan County Sheriff’s Office for the deployment of inmate work crews to remove litter from county roadways. The Sheriff’s Office inmate crews are restricted due to stringent guidelines regarding inmate supervision, officer/inmate ratios and rely on Special Deputy volunteers to mobilize and deploy for litter clean-up efforts. In an effort to bolster our County’s ability to address the problem of litter along our roadways, the Rowan County Department of Environmental Management aims to provide services in addition to our current program.

The Objective

The Rowan County Department of Environmental Management is pleased to submit this proposal for the expansion of county services to include and incorporate a dedicated full-time staff member, budget and equipment in an effort to more fully address litter clean-up along Rowan County roadways.

The Opportunity

By establishing dedicated staff and equipment Rowan County will be able to:

- Deploy litter crews at a regular frequency
- Have ability to address all primary and secondary roads throughout the County
- Expedite the removal of illegally dumped bulky waste items
- Improve response times
- Contribute to the beautification of our county roadways
- Serve as a model program for addressing illegal roadside litter for our State.

Proposal

The Rowan County Department of Environmental Management is requesting one full-time benefited position, one service vehicle, one trailer, and budget for the associated repair/maintenance, fuel and equipment necessary to maintain an effective litter mitigation program.

This newly created position will provide Rowan County with a staff member who will:

- Supervise community service personnel
- Provide Safety Training
- Facilitate instruction regarding operational procedures
- Transport community service personnel to and from deployment zones
- Maintain deployment schedule, tonnage data and community service records
- Order supplies
- Ensure OSHA compliance and departmental policies
- Field complaints and investigate reports from citizens pertaining to roadside litter
- Remove litter from the roadsides of primary and secondary roads within Rowan County

Execution Strategy

Our newly appointed staff member (*Litter Mitigation Supervisor*) will commit to a forty hour work week and will utilize the North Carolina Department of Public Safety (NCDPS) *Community Service Worker Program* to assist with the removal of litter from Rowan County roadways. This new staff member will be trained in accordance with NCDOT roadside litter collection process safety procedures and will receive additional training and maintain certifications as recommended by the Rowan County Risk Manager. Community Service workers will report to the Rowan County Recycling Processing Center located at 1102 North Long Street Extension in East Spencer at the direction of the *North Carolina Department of Public Safety (NCDPS)*. The *Litter Mitigation Supervisor* will have the option of recruiting community service workers assigned to solid waste & recycling convenience centers in the absence of roadside litter assignees. This staff member will train, supervise and assist these volunteers within deployment zones throughout the county to address litter concerns. The crew will be utilized for the purpose of removing both litter and bulky waste items from along the roadside. All solid waste collected will be recycled or properly disposed of at the Rowan County Landfill or Recycling Processing Center. The *Litter Mitigation Supervisor* will maintain records and provide reports to the Rowan County Department of Environmental Management. The *Litter Mitigation Services Supervisor* will work closely with the Rowan County Code Enforcement Officer who will relay solid waste complaints pertaining to roadside litter. Costs associated with this program expansion will be paid from the landfill enterprise fund thus will not impact the taxpayer.

Cost Analysis

| Initial Expense | Description | Cost Estimate |
|----------------------------------|---|--------------------|
| Ford F-250 Crew/Utility | <i>Figure-A</i> | \$29,390.56 |
| Material Collection Trailer | <i>Figure-B</i> | \$8,100.00 |
| Signage & Safety Equipment | OSHA Compliance/Signage/Small Equipment | \$2,500.00 |
| | | |
| Est. Program Startup Cost | | \$39,990.56 |
| Annual Expense | | |
| FT Employee | Benefits contribution not included | \$35,000.00 |
| Fuel | | \$2,200.00 |
| R&M Equipment | R&M will be addressed within existing landfill Equipment R&M budget | |
| Small Equipment/Supplies | | \$2,000.00 |
| | | |
| Est. Annual Cost | | \$39,200.00 |



Figure-A



Figure-B

Conclusion

This program expansion if implemented will underscore Rowan County's commitment to preserving our environment and will contribute to the beautification of our rural communities. By working in concert with the Rowan County Sheriff's Office, Code Enforcement, NCDOT *Office of Beautification* and non-profit groups like the *North Carolina Solid Waste Enforcement Officers Association*, Rowan County can begin to develop comprehensive and lasting solutions for targeting and mitigating illegal dumping and litter generation throughout our County and perhaps our State.

It is the hope of *Rowan County Department of Environmental Management* that by taking this step to locally address roadside litter within our County, we will improve the condition of our roadsides. This program will also improve our ability to respond to the litter concerns of our citizens, improve environmental quality and increase our County's desirability thus promoting economic development.

The removal of roadside litter throughout our State has traditionally been facilitated by the NCDOT Roadside Environmental Unit, Office of Beautification and volunteer groups such as churches and civic organizations.

By allocating dedicated resources such as described in this proposal, Rowan County will be taking an original approach to addressing the roadside litter epidemic that plagues our State, thus keeping us true to our Rowan County slogan "Be an Original". This program expansion should prove to be a valuable mechanism through which our County may make a significant contribution to the mitigation of roadside litter and will be a tangible benefit to Rowan County citizens.

Caleb Sinclair, Director
Rowan County Government
Department of Environmental Management

Proposal: Program Expansion/Roadside Litter Mitigation

Overview

The prevalence of illegal dumping and roadside litter has become an increasing problem throughout our County and our State. Due in part to diminished *North Carolina Department of Transportation* (NCDOT) resources, litter removal initiatives within NCDOT jurisdiction (“Right-of-Way”) have become increasingly underserved. In an effort to supplement the county’s existing litter remediation resources, Rowan County proposes to offer roadside litter remediation services through its Department of Environmental Management division. The Rowan County Department of Environmental Management currently partners with the Rowan County Sheriff’s Office for the deployment of inmate work crews to remove litter from county roadways. The Sheriff’s Office inmate crews are restricted due to stringent guidelines regarding inmate supervision, officer/inmate ratios and rely on Special Deputy volunteers to mobilize and deploy for litter clean-up efforts. In an effort to bolster our County’s ability to address the problem of litter along our roadways, the Rowan County Department of Environmental Management aims to provide services in addition to our current program.

The Objective

The Rowan County Department of Environmental Management is pleased to submit this proposal for the expansion of county services to include and incorporate a dedicated full-time staff member, budget and equipment in an effort to more fully address litter clean-up along Rowan County roadways.

The Opportunity

By establishing dedicated staff and equipment Rowan County will be able to:

- Deploy litter crews at a regular frequency
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- Expedite the removal of illegally dumped bulky waste items
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Proposal

The Rowan County Department of Environmental Management is requesting one full-time benefited position, one service vehicle, one trailer, and budget for the associated repair/maintenance, fuel and equipment necessary to maintain an effective litter mitigation program.

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Cost Analysis

| Initial Expense | Description | Cost Estimate |
|----------------------------------|---|--------------------|
| Ford F-250 Crew/Utility | <i>Figure-A</i> | \$33,453.41 |
| Material Collection Trailer | <i>Figure-B</i> | \$8,100.00 |
| Signage & Safety Equipment | OSHA Compliance/Signage/Small Equipment | \$2,500.00 |
| | | |
| Est. Program Startup Cost | | \$44,053.41 |
| Annual Expense | | |
| FT Employee | Benefits contribution not included | \$35,000.00 |
| Fuel | | \$2,200.00 |
| R&M Equipment | R&M will be addressed within existing landfill Equipment R&M budget | |
| Small Equipment/Supplies | | \$2,000.00 |
| | | |
| Est. Annual Cost | | \$39,200.00 |



Figure-A



Figure-B

Conclusion

This program expansion if implemented will underscore Rowan County's commitment to preserving our environment and will contribute to the beautification of our rural communities. By working in concert with the Rowan County Sheriff's Office, Code Enforcement, NCDOT *Office of Beautification* and non-profit groups like the *North Carolina Solid Waste Enforcement Officers Association*, Rowan County can begin to develop comprehensive and lasting solutions for targeting and mitigating illegal dumping and litter generation throughout our County and perhaps our State.

It is the hope of *Rowan County Department of Environmental Management* that by taking this step to locally address roadside litter within our County, we will improve the condition of our roadsides. This program will also improve our ability to respond to the litter concerns of our citizens, improve environmental quality and increase our County's desirability thus promoting economic development.

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By allocating dedicated resources such as described in this proposal, Rowan County will be taking an original approach to addressing the roadside litter epidemic that plagues our State, thus keeping us true to our Rowan County slogan "Be an Original". This program expansion should prove to be a valuable mechanism through which our County may make a significant contribution to the mitigation of roadside litter and will be a tangible benefit to Rowan County citizens.

Caleb Sinclair, Director
Rowan County Government
Department of Environmental Management

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: January 30, 2018
SUBJECT: Rescheduling of Planning Worksession

The Board is asked to discuss its preferences for rescheduling the Annual Planning Worksession for possibly sometime in early March.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: 01/29/2018
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description

Budget Amendment

Upload Date

1/29/2018

Type

Budget Amendment

PH

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To allocate funds for the purchase of a truck for Animal Services, which replaces a similar vehicle that was totaled

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

| ACCOUNT TITLE | | ACCOUNT # | INCREASE | DECREASE |
|---------------------------|---|--------------------|-------------------------|----------|
| C/A - Vehicles | E | 1156420-575035 | 29,995 | |
| Local Incentives | E | 1154112-584001 | | 29,995 |
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| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY | |
| Approved: _____✓_____ | | Approved: _____ | Budget Revision # _____ | |
| Disapproved: _____ | | Disapproved: _____ | Date Posted: _____ | |
| Amended: _____ | | Amended: _____ | Group Number: _____ | |
| Date: _____11/16/18_____ | | Date: _____ | Posted by: _____ | |
| Signature: P. Hardwick | | Signature: | Approved by: _____ | |



Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina, 288062201
Office: 828-253-2731
Fax: 828-258-6012

Customer Proposal

Prepared for:

David Sifford
Rowan County

Prepared by:

Jeffrey Williams
Office: 828-279-4933
Email: jwilliams@ashevilleford.com

Date: 01/05/2018

Vehicle: 2018 F-150 XL

4x4 SuperCab Styleside 6.5' box 145" WB

Quote ID: 0104201802



Animal Control Truck

\$ 28,119.60 Truck
1,080.00 Dog Box
468.00 Lights
325.00 Decals/
striping

\$ 29,993 Total

29,993.00 x
0.03 =
899.79 *
29,993.00 +
899.79 +
6.00 +
30,898.79 *

Rowan County
130 W INNES ST
SALISBURY, NC 28144-4345



159700318

Insurer: Erie Insurance Company

Enclosures: No

Policy Number: Q085607466

Claim Number: A00000180942

Date of Loss: 03-10-2017

Check Number: 0000427748

Transaction Number: 0000427748

Check Amount: \$16,250.00

For: Property Damage, full t/loss settlement for 12 for f-150

5146010-489030

Erie Insurance offers home, auto, business and life insurance.
Call your local ERIE Agent to learn what is available in your area.

C-486 09/15



Member Company
Erie Insurance Company
100 Erie Insurance Place • Erie, PA 16530

CLAIM NO.: A00000180942
DATE OF LOSS: 03-10-2017
TRANSACTION NO.: 0000427748

PNC Bank, N.A. 001 60 - 162 / 433

CHECK NO.: 0000427748
DATE ISSUED: 05-26-2017

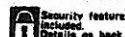
PAY **SIXTEEN THOUSAND TWO HUNDRED FIFTY AND 00/100**

PAY TO Rowan County

FOR Property Damage, full t/loss settlement for 12 for f-150

\$\$\$\$\$16,250.00

Erie Insurance Company
AUTHORIZED SIGNATURE



⑈0000427748⑈ ⑆043301627⑆ 1029009767⑈

| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY |
|-------------------------------|--------------------|---------------------------------|---------------------|
| Approved: <u>X</u> | Approved: _____ | Budget Revision # <u>07-011</u> | |
| Disapproved: _____ | Disapproved: _____ | Date Posted: _____ | |
| Amended: _____ | Amended: _____ | Group Number: _____ | |
| Date: <u>12-19-12</u> | Date: _____ | Posted by: _____ | |
| Signature: <u>[Signature]</u> | Signature: _____ | Approved by: _____ | |

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To allocate funds for the purchase of a patrol vehicle for the Sheriff's Office, which replaces a similar vehicle that was totaled. Insurance proceeds of \$25,776.50 have been received.

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

[illegible]

Here is a break down of replacing vehicle # 1723 (Dodge Charger) that was a total loss from the accident.

Vehicle:

- 2018 Dodge Charger Police Package with console = **\$ 24,736.00**

Equipment that couldn't be reused or needed for new vehicle: We were able to salvage 90% of the equipment to reuse in a new vehicle.

- Panorama Antenna Kit = \$300.40
- Havis Shield console face plate = \$32.27
- Havis Shield console face plate = \$43.47
- D&R Battery protector = \$55.30
- SoundOff Rear Alternating flasher = \$36.63
- Two LED Lights at rear tag area = \$84.66 ea = \$169.32
- Two Magnetic mic holders = \$33.75 ea. = \$67.50

Total Equipment = \$ 704.89
(Sales tax not included)

Installation of equipment = \$ 1,694.52 (Sales tax not included)

Totals =

| | |
|-----------|-------------------|
| Vehicle | \$24,736.00 |
| Equipment | \$704.89 |
| Install | <u>\$1,694.52</u> |

TOTAL = \$27,135.41

Quotes are attached

If you have any questions please contact Captain Sam Towne
(704) 216-8697.



Claim No.: 5700034
Check No.: 0001525886 Date Issued: 12/18/2017
Check Amount: \$25,776.50
Date of Loss: 10/25/2017
Policy No.: 06.837020.00
Insured: TYLER MCGHEE
Tax ID No.:
Adjuster: JIM PARSON
Adjuster Ph.: (614) 232-1718

ROWAN COUNTY
130 W INNES ST
SALISBURY, NC 28144

For: FOR PROPERTY DAMAGE LOSS ON
ABOVE DATE

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE
CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD
RESULT IN THE CHECK BEING RETURNED FROM THE BANK.

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



Member of Motorists Insurance Group

Policy No.: 06.837020.00

Insured: TYLER MCGHEE

PNC Bank, N.A 070
Ashland, Ohio

56-389
412

Claim No.: 5700034

For: FOR PROPERTY DAMAGE LOSS ON
ABOVE DATE

Check No. 0001525886

Date of Loss: 10/25/2017

Date Issued: 12/18/2017



Pay ☒ TWENTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS AND FIFTY CENTS *****

To The
Order
Of
ROWAN COUNTY

*\$25,776.50

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$25,776.50

David L. Kauf
Chi

⑈0001525886⑈ ⑆041203895⑆ 4239698269⑈

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To allocate additional funds for inmate healthcare, particularly Rowan County citizens held in the State System

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

| ACCOUNT TITLE | | ACCOUNT # | INCREASE | DECREASE |
|----------------------------|---|--------------------|-------------------------|----------|
| Fund Balance Restricted | R | 1144420-495010 | 70,000 | |
| Inmate Healthcare | E | 1154420-533039 | 40,000 | |
| Medical/Safekeeper Fees | E | 1154420-534025 | 152,000 | |
| Juvenile Detention | E | 1154420-584004 | | 22,000 |
| Local Incentives | E | 1154112-584001 | | 100,000 |
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| | | | | |
| DEPARTMENT HEAD | | COUNTY MANAGER | ACCOUNTING USE ONLY | |
| Approved: _____ ✓ | | Approved: _____ | Budget Revision # _____ | |
| Disapproved: _____ | | Disapproved: _____ | Date Posted: _____ | |
| Amended: _____ | | Amended: _____ | Group Number: _____ | |
| Date: 1/17/18 | | Date: _____ | Posted by: _____ | |
| Signature: P. Hernandez | | Signature: | Approved by: _____ | |

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget grant funds received by Environmental Management

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

[illegible]

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget for increase in fuel sales

To budget for fuel tank cleaning and sealing, if necessary, replacement equipment (main gate, commercial grade lawn mower, AC unit) and other items still to be purchased (conference room furniture, etc.)

Requested by:

Date: _____

BUDGET INFORMATION:

Reviewed:

[illegible]

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: January 29, 2018
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description

February Board Appointments

Upload Date

1/25/2018

Type

Cover Memo

MONTHLY BOARD APPOINTMENTS

February 5, 2018

COMMISSION MEETING

CENTRALINA ECONOMIC DEVELOPMENT COMMITTEE

Chairman Greg Edds serves as the Public Service Sector member and his current term will expire February 28, 2018. He would like to be reappointed for another 3-year term.

The term would be effective from March 1, 2018 through February 28, 2021.

JUVENILE CRIME PREVENTION COUNCIL

Myles Cannon has applied to fill the Youth Under the Age of 18 vacancy. If appointed Mr. Cannon would serve two (2) years beginning February 1, 2018 through June 30, 2020.

The Board is asked to appoint Toni Wingler as the County Manager's designee. The term would be effective February 5, 2018 with no term ending date.

NURSING HOME ADVISORY COMMITTEE

Joann Diggs has applied for reappointment. Her term ending date was October 31, 2017.

The Clerk to the Board spoke with Patricia Cowan, Ombudsman, and she confirmed Ms. Diggs has continued her service and remained active. For consistency with term dates, the Board is asked to approve the reappointment with a three-year term date, effective November 1, 2017 through October 31, 2020.

Current and/or Upcoming Vacancies

ABC Board (1 vacancy – City of Kannapolis Appointment)
Adult Care Home Advisory Committee At Large – 10 vacancies
Board of Public Health – 2 vacancies (Veterinarian and Pharmacist)
City of Salisbury Zoning - ETJ At Large - 1 vacancy
City of Salisbury Zoning - ETJ Alternate - 2 vacancies
Dangerous Dog Appeals Board – 1 vacancy
Historic Landmarks Commission At Large – 2 vacancies
Home and Community Care Block Grant Advisory Committee Members of Region F
Advisory Committee - 1 vacancy
Industrial Facilities and Pollution Control Finance Authority At Large – 3 vacancies
Juvenile Crime Prevention Council – 3 vacancies
Nursing Home Advisory Committee At Large – 5 vacancies
Region F Aging Advisory Committee At Large – 1 vacancy
Town of Faith Planning Board – ETJ (1 Alternate and 2 At Large)
Town of Spencer Planning and Zoning – ETJ Alternate – 1 vacancy



NORTH CAROLINA

Be an original.

ADVISORY BOARD APPLICATION

****THIS APPLICATION IS A PUBLIC RECORD
AND MUST BE FULLY COMPLETED TO BE CONSIDERED****

If You Choose To Print And Mail The Application Please Return To:
Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144
*Fax: 704-216-8195 * Phone: 704-216-8180

The Rowan County Board of Commissioners appreciates your interest in serving on a Board or Commission. This application will provide general information to the Board when it considers appointments based on your individual interests to serve. Questions are asked regarding gender, occupation, and education in order to meet the County's statutory reporting requirements to the State of North Carolina.

Applicant Name: Myles Sage Cannon Date of Application: 1/25/18

Home Address: 425 Maypin Avenue, Salisbury, NC, 28144
Street Address, City, Zip Code

Home Phone: 704-608-8830 Business Phone: N/A

Cell Phone: 704-608-8830 Fax Number: N/A

Email Address: mylescannon01@gmail.com Gender: Male ☒ Female ☐

Education: Rowan County Early College

Current Employer: N/A Occupation: N/A

I am interested in the following Board/Commissions (If listing more than one board, please list in the priority of your interest: Juvenile Crime Prevention Council

Business/Civic Experience and why you feel you are qualified for this appointment:
I've met with the Parks and Recreation Board over the construction of a skate park as well as the planning of skate events.

Do you reside within the boundaries of Rowan County: Yes ☒ No ☐

Have you ever been convicted of a felony? Yes ☐ No ☒ If the answer is yes, please explain: _____


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



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

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

****This application is a public record and must be fully completed to be considered****

| | | |
|--|--|---|
| NAME: Joann P. Diggs | | DATE: January 24, 2018 |
| ADDRESS: 111 Hemlock Drive | | HOME AND/OR CELL PHONE: 704 631-3783 |
| CITY, STATE, ZIP: Salisbury, NC 28147 | | COUNTY OF RESIDENCE: Rowan |
| EMAIL ADDRESS: mytimejed74@gmail.com | | WORK PHONE: — |
| EDUCATION: B.S. Business Education | | |
| CURRENT EMPLOYER: Retired | OCCUPATION: Volunteer / Human Service programs | |
| I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION: Rowan County Nursing Home Community Advisory Committee | | |
| RECENT COMMUNITY ACTIVITIES: Volunteer: Rowan Core Church one child - Board member Zeta Phi Beta Sorority, Inc., Financial Secretary Faith Temple Outreach Committee Chair | | |
| WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT? (ATTACH ADDITIONAL SHEETS IF NEEDED) Already served on this Committee for 3 years | | |
| HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | | |
| IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY): | | |
| I have reviewed the information contained in this application, and by signing below certify that the information is true and correct. | | |
|  Applicant Signature | | |

