



**ROWAN COUNTY COMMISSION AGENDA**  
**April 2, 2018 - 3:00 PM**  
**J. Newton Cohen, Sr. Room**  
**J. Newton Cohen, Sr. Rowan County Administration Building**  
**130 West Innes Street, Salisbury, NC 28144**

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: March 1, 2018 and March 19, 2018

**1 Consider Approval of Consent Agenda**

- A. Permission To Apply To Walmart Foundation For Grant For Shop With A Cop Program
- B. Request To Apply For UNC School of Government Opioid Crisis Grant Opportunity
- C. Purchase Requisition for Dell Computers
- D. Veterans Council Lease Amendment For Space At West End Plaza
- E. Utility Construction Agreement Project I-3802B
- F. Proposal For Rental Space In West End Plaza
- G. Contract for Agricultural Building Roofing Renovation
- H. Declaration of Surplus Personal Property
- I. FY 2019 Health and Wellness Recommendations

**2 Announcements**

A. Lake Corriher Wilderness Park Grand Opening

- 3 Public Comment Period
- 4 Public Hearing For Fire Protection District Transfer: Rowan-Iredell and Scotch Irish
- 5 Consider PE 01-18 Request for Earth Day Jam
- 6 Budget Amendments
- 7 Consider Approval of Board Appointments
- 8 Adjournment

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



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** March 23, 2018  
**SUBJECT:** Consider Approval of the Minutes: March 1, 2018 and March 19, 2018

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
March 1, 2018 Minutes	3/26/2018	Cover Memo
March 19, 2018 Minutes	3/27/2018	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

**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  
ANNUAL PLANNING WORKSESSION**

**MARCH 1, 2018 – 9:00 AM**

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

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**  
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Present: Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey, Member  
Judy Klusman, Member  
Craig Pierce, Member

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

Chairman Edds convened the meeting at 9:10 a.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

**CONSIDER APPROVAL OF THE AGENDA**

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

**1. WELCOME AND AGENDA REVIEW**

Facilitator Julie Brenman of FountainWorks reviewed the agenda and asked the Board members to share what they hoped to accomplish during the work session.

This report, prepared by Ms. Brenman, summarizes the results of the 2018 Rowan County Board of Commissioners Retreat. The purpose of the retreat was to receive updates on various upcoming projects and for the Board to identify priorities for Rowan County for FY 2018-19. Comments were captured as conversation flowed and do not reflect any priority unless otherwise noted.

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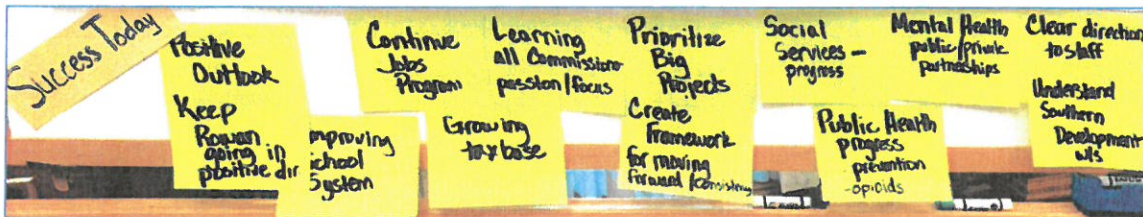


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The subsequent sections of the report summarize the workshop agenda and the participants' input.

The Board began by describing what success would look like at the end of the work session. The following ideas were captured:

- Develop a positive outlook – for all Rowan County residents
- Keep Rowan going in a positive direction
- Growing tax base
- Improving school system
- Continue jobs program
- Learning all commissioners' passions and focus areas
- Prioritize big projects
- Create framework for moving forward/ continuity
- Social service – making progress in timeliness
- Public health program – prevention, opioids
- Mental health – public/private partnerships
- Clear direction to staff
- Understand southern development issues/water and sewer



## **2. REVIEW ACCOMPLISHMENTS FOR FY 2016-17**

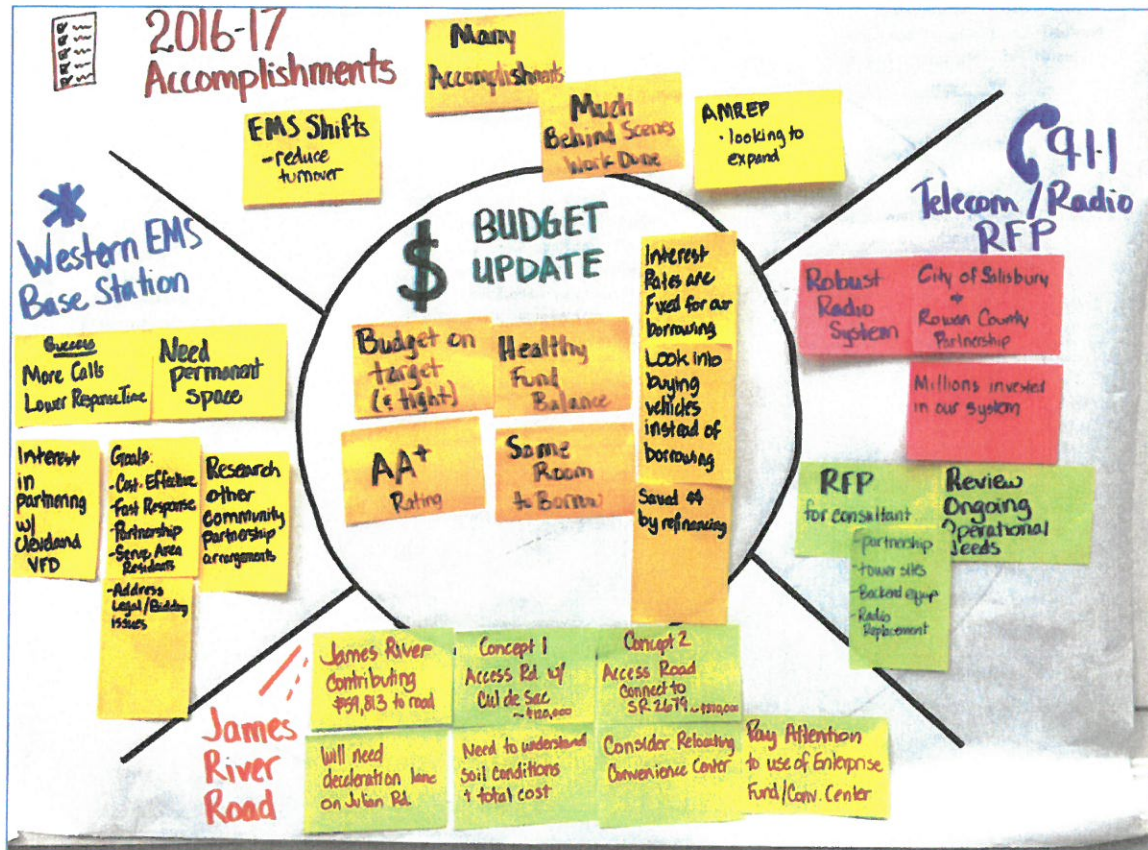
County Manager Aaron Church presented the 2018 Rowan County Annual Report, which included highlights of the accomplishments from 2016-17. Some key points of accomplishment included:

- Many economic development projects
- Education – increased funding
- Airport – completed new hangar
- Many capital improvement projects completed – protecting and preserving what we have, but is sort of invisible (roofs)
- Public Safety, crime reduction unit, video arraignment, opioid forum
- Parks and Rec – grant for new playground
- Spay and Neuter site at animal shelter
- Emergency Services – new EMS outpost in Rockwell – restructured EMS staffing schedules to enhance care



Commissioners asked questions regarding EMS shifts reducing turnover and noted AMREP would be looking to expand more.

Key Takeaways: The County had achieved many accomplishments with much of the work being done behind the scenes and not highly visible.



### 3. BUDGET UPDATE AND OUTLOOK

Leslie Heidrick, Assistant County Manager/Finance Director provided handouts with a fast facts sheet on the budget and a review of current year finances. Some highlights of Ms. Heidrick's presentation included:

- Anticipating 98% tax collection rate.
- 2016 was a revaluation year; usually the projections from the assessor are conservative. The next revaluation will be 2020.
- The County receives a good deal of property tax revenue in July and August because it gives discounts.
- Running 3% above prior year sales tax collections. New sales tax for education and economic development was implemented between 2016 and 2017. The County has not seen a lot of growth so far.
- Current year revenues and expenditures are on track. It is tight because revenues are coming in on target.

- Expenditure side – several capital projects completed in first half of year
- Projection is the County would have to use some fund balance this year to end in balance. About \$500k-\$1m. The County has a healthy fund balance.
- Above 21% fund balance is the goal; aim to be around 24%. The County ended 2017 at slightly more than 24%. Fund balance is healthy.

Commissioners commented or asked questions regarding interest rates for future borrowing. It was noted the County had saved money due to refinancing. Consider looking into buying fleet/equipment outright rather than borrowing.

Key Takeaways: The budget was on target (but tight); Healthy Fund Balance; AA+ bond rating; the County has some room to borrow.

#### **4. WESTERN EMS BASE STATION**

Chris Soliz, Chief of Emergency Services provided a presentation regarding the western EMS Base Station. Highlights of the presentation included:

- Initial approval for a temporary station in 2012. Temporary Station Success: more calls for service with shorter response times
- Goal: Establish permanent presence in western Rowan County and further improve response times.
- Need to find a permanent home – Cleveland VFD proposed sale of portion of the building being designed for the VFD.
  - Option 1 - \$650,000 paid in full; utilities
  - Option 2 - \$85,000 – annual payment for 10 years – include utilities
  - Concern regarding bid laws – do not want the appearance of impropriety – construction needs to be bid
- Other options:
  - Lease rather than purchase
  - Renovate portion of Cleveland Elementary School
  - Identify/acquire other suitable parcel
  - Design new construction separate from proposal
- Worthwhile to partner with Cleveland VFD – strategic partnership

Key Takeaways: temporary station has been a success – responding to more calls for service with a lower response time.

Need to find a permanent space. Goals for the permanent space:

- Interest in partnering with Cleveland VFD
- Cost effective, fast response
- Address legal/bidding issue
- Serve area residents

Research other county/community partnership structures

The Board took a brief recess at 10:45 a.m. and reconvened at 11:05 a.m.



## **6. JAMES RIVER ROAD**

Brian Newman from McGill Associates Engineers and Architects shared a handout and presentation. McGill has been charged with evaluating James River's request to evaluate the road as part of their site development. The existing road is not adequate to support the proposed commercial traffic. Looking at options that will support it along with the existing county facilities. Looking at a cost-share with the developer to relocate the planned county road. Negotiated an MOU with James River to share the cost – James River will contribute \$59,813.31.

### **Key Takeaways:**

- Presented two concepts for access road – one terminating in cul de sac (~\$87,000 plus cul de sac; deceleration lane would be \$120,000 construction cost (plus engineering fee)); one connecting to Corporate Center Drive -SR 2679 (\$250,000 additional cost to concept 1 = \$370,000)
- Relocating convenience center will be additional cost.
- Could build the cul de sac option and then later add the road extension
- Do not know soil conditions – may add additional cost
- Should we consider relocating convenience center away from this area? Perhaps to Corporate Center drive?
- Pay attention to appropriate use of enterprise fund related to convenience center

## **7. 911 TELECOM / RADIOS RFP**

Allen Cress, Director of Telecommunications provided information about the current radio system. Highlights include:

- We have a very robust radio system – partnership with City of Salisbury
- Operational Cost now \$738,555 to run the system – split:
  - Rowan 62.7%
  - City 32.7%
  - Other 4.5%
- Largest user is county fire departments (885), followed by city of Salisbury (740), Rowan County government (427), Municipalities (172), Colleges/Schools (40) and Hospital (24). Over 2200 portable and mobile radios
- *Question now is how to sustain the system*
  - Review partnership – city/county
  - Tower sites – lease vs. own
  - Backend equipment – upgrades, replacements, maintenance
  - Radio replacement schedule and budgeting - \$8 m in inventory; 10 year lifespan

### **Key Takeaways:**

- County would like an independent review of the whole system (RFP for entity to do this review)

- We have millions invested in the system and want to make sure we are cost-effective and set up in the way to be most efficient and beneficial to taxpayers

## **8. COMMISSIONERS GOALS AND DIRECTION**

This agenda item was moved in the order of discussion and held after the Water and Sewer presentations.

## **9. LUNCH**

The Board took a lunch recess at 12:15 p.m. and reconvened at 1:05 p.m. for the afternoon session.

## **10. WATER AND SEWER**

The County invited interested parties to attend an afternoon session to discuss development and water and sewer in Southern Rowan at the new I-85 interchange at the relocated South Beatty Rd. Chairman Greg Edds welcomed those in the audience and thanked the following individuals for coming:

- China Grove Mayor and Staff
- Landis Mayor, Aldermen and Staff
- Rep Carl Ford
- Former Rep Fred Steen
- NCDOT
- Planning Department, Planning Board
- President of Novant
- Salisbury Rowan Utilities (SRU)
- McGill
- Landowners
- Interested Citizens

Doug Chapman from McGill & Associates Engineers presented information on the analysis for water and sewer along the I-85 South Corridor. He provided a handout and presentation on the Master Plan for water and sewer utilities and discussed coordinating utilities with the new interchange. He reviewed the work that has been done to date. He discussed updating the master plan layout and preliminary cost estimates:

- Water: Phase 1 \$4.48 m; Phase 2 \$3.76 m
- Sewer more difficult - \$13m initially
- Total \$17.48 million for Phase 1 – all Phases total \$21.24 million

Next Steps in the process:

- Interlocal agreement negotiations – water and sewer service to area and maintenance
- Financial analysis – how to structure the revenues (from connection fees, user fees, sale of water)
- Survey and preliminary design needs to be completed



- Establish utility with NCDEQ
- Property and easement acquisitions
- Final design
- Permitting of infrastructure
- Determine funding scenario
- Bidding
- Construction

## Comments and Questions from Commissioners:

- Timeframe – 2-3 year window – some can be done in parallel; some need to be one after the other.
- State should be finished with interchange in ~2019ish
- County doesn't have a water or wastewater treatment plan – necessary to have an agreement to go forward. Rowan is putting a system in the north – Duke is paying for the infrastructure. We need many customers to pay for the system in the south because we don't have someone like Duke paying for the infrastructure.
- McGill fees for design through bidding are estimated to be about \$892,000
- Phase 2 would develop based on market activity
- Need to be aware of water pressure needs for fire system, along with industry needs (when some come to the area)
- In the financial analysis step, would look at different funding options – state loans, USDA, Clean Water, revenue, GO bonds, etc. Opportunities will be available for funding. This is a big investment to an undeveloped area. Construction cost is somewhat lower to invest when it is undeveloped. Have better control over what happens – land use controls, will have water/sewer – even though don't have existing customers. County will have to cover the debt upfront, but will have customers tie into system and be guaranteed customers. LGC will also have to approve the financing. Splitting water and sewer for funding – depends on what type of financing you pursue. Would be best to set up a single utility fund – water & sewer together. There are certain types of development where you could do water only – but that limits what you can do out there (requires smaller development and septic). If you want this to be an economic engine that leads job growth, you will want water and sewer both out there. Stormwater would be separate from sewer system. Will need to comply with water supply watershed regulations.

Carolyn Martin, potential developer of land near the interchange shared some comments. She works with a company that is run by a non-profit. They want to create a place with education, outdoor physical activity, everything you need to live; a place where a company would want to locate. They are beginning the planning and design process – and should have something to share in 60-90 days. They envision of a place for the region to come as a destination- mountain bike trails, greenhouses to grow fresh food, education. They anticipate 500,000-1m square feet commercial space, plus 600 residential units – townhomes,



apartments, single-family homes. They will have offices and employment there. They are excited about having a hospital there. She stated that they are ready to go, but need water and sewer- they can't develop this property without it. She offered to help with planning of the bigger area even if they don't own surrounding areas. A new school will be needed out there. Once you put water and sewer, the area will explode.

Responding to questions from the Commissioners, Ms. Martin added the following comments:

- We have 300 acres at the interchange under contract. This property and topography is spectacular.
- Residential portion would be away from the interchange. We want commercial near the interstate.
- Senior living facility. Hospital, physician office.
- No convenience store there. Make this the front door to Rowan County – this is our future, the way we want to develop moving forward.
- Want to take advantage of this as soon as possible while the economy is still favorable.
- We do not typically build spec buildings – we typically have tenants in mind.
- Grocery store, pharmacy, smaller retail. Target the healthcare portion and then jobs coming out of it – ancillary things will present many opportunities. Targeting smaller companies, outdoor living, clean food.
- Would hope the interchange is finished in 2019 and we start vertical construction right away. Would want the water and sewer in place. We could complete construction in 7 years if it all goes according to plan. We will be support for other development to come.

Guess \$500-750 million in added tax base once developed.

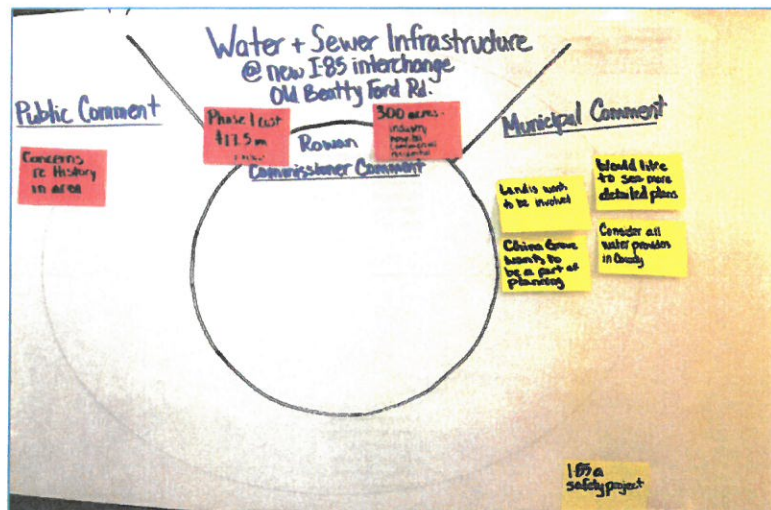
Dari Caldwell, president of Novant health medical center provided comments. Novant is very interested in the project. We have wanted to bring more services to southern Rowan. Envisioning more an ambulatory care center. Our scope and breadth has been waiting to see what else goes there. What complementary health service can go there. Several hundred medical jobs would go there. State has to approve new hospital beds, large equipment and operating rooms – the state has to see demonstrated need.

Members of the public were invited to comment. One person, Rebecca Corriher Daugherty, stated that lies, fiction and secrets happened over years in this area. Everyone down there will get hurt. The whole county is going to pay for the infectious sore created there. Would be putting water and sewer across our farm. Simple way to fix it – Highbridge LLC – just put houses on it – 1 house per 10 acres. Don't need water and sewer. Use wells and septic. Hospital can't get certificate of need.

Mayor Withers – China Grove was pleased to have been invited today, but noted he had been asking to be a part of the discussion with developer for 10 years. Was hoping to see more today – specifically detailed plans. China Grove would like to participate in further planning. They have an economic committee – identified some key property around exit 68 – qualified as Duke Energy site readiness site ~250-310 acre site. Appreciate a partnership with county.

Reid Linn, Landis Town Manager - Landis is excited and wants to be a player and a partner. Keep in mind that there are other water providers in the area. This interchange is a gateway to Landis

Rep. Ford noted this new interchange on I-85 developed originally a safety issue on highway. Getting it widened and a new interchange is a huge safety project. Property was de-annexed from Kannapolis in 2013.



### Key Takeaways:

- Phase 1 costs total about \$17.5 million
- There are 300 acres under option with many ideas for making this a destination/gateway
- The municipalities want to be involved in discussions about the development and extending water and sewer to the area.
- All water providers should be considered for the area.

Chairman Edds called for a recess at 2:23 p.m.

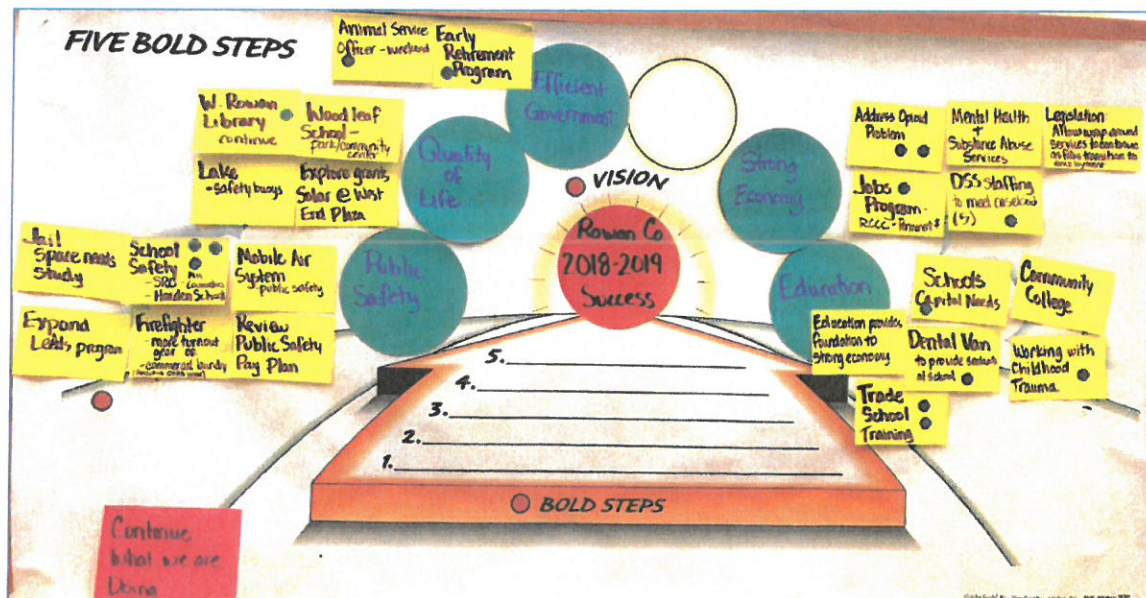
The meeting was reconvened at 2:45 p.m.



## Commissioner Priorities and Direction

The Commissioners concluded the meeting by identifying their priorities for the coming year. The ideas fell into five broad categories. After nominating all of the potential priorities, Commissioners were given dots to vote for what their top priorities are. The dots represent what is most important within the next year but if something doesn't have a dot it doesn't decrease its importance. The dots were intended to help the staff identify what the top priorities are. In addition to the new ideas, it was noted the county needs to continue doing what they are already doing – this will all lead to Rowan County's success for 2018-19.

Public Safety	Quality of Life	Efficient Government	Strong Economy	Education education provides the foundation to a strong economy
<ul style="list-style-type: none"> <li>• School Safety - SROs, Harden Schools, Mental Health Counseling (3 dots)</li> <li>• Jail Space Needs Study</li> <li>• Expand LEADS program</li> <li>• Firefighter - more turnout gear OR commercial laundry facility (addressing OSHA issue)</li> <li>• Mobile Air System - public safety</li> <li>• Review Public Safety Pay Plan</li> </ul>	<ul style="list-style-type: none"> <li>• West Rowan Library - continue (1 dot)</li> <li>• Woodleaf School - park/community center</li> <li>• Lake - safety buoys</li> <li>• Explore grants for solar at West End Plaza</li> </ul>	<ul style="list-style-type: none"> <li>• Animal Service Officer on weekends (1 dot)</li> <li>• Early Retirement Program (1 dot)</li> </ul>	<ul style="list-style-type: none"> <li>• Address Opioid Problem (2 dots)</li> <li>• Jobs Program (2 dots)</li> <li>• DSS Staffing to meet caseloads - 5 (1 dot)</li> <li>• Mental Health and Substance Abuse Services</li> <li>• Legislation to allow wraparound services to continue as folks transition to employment</li> </ul>	<ul style="list-style-type: none"> <li>• Trade School Training (2 dots)</li> <li>• School Capital needs (1 dot)</li> <li>• Dental Van to provide sealants at school (1 dot)</li> <li>• Working with childhood trauma (1 dot)</li> <li>• Community College</li> </ul>



**11. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 3:46 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

***The above summary was prepared by Julie Brenman, Facilitator, of Fountain Works and is hereby adopted as the official minutes of the Board of Commissioners Annual Planning Worksession held on March 1, 2018.***

Respectfully Submitted,

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

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

**DRAFT**

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

March 19, 2018 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING  
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Present: Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey, Member  
Judy Klusman, Member  
Craig Pierce, Member

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

Chairman Edds took a moment to recognize several attendees from the Town of Spencer. Those attending were Mayor Jim Gobbel, along with his wife Marla, Aldermen David Lamanno and Mike Boone.

#### CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds added a Resolution to the agenda regarding Rowan County Opportunity Zones. The issue was added as agenda item #4a
- Commissioner Pierce requested to pull Consent Agenda item N for discussion. The issue was placed on the agenda as item #10a.

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

#### CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

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**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 March 5, 2018 Commission Meeting passed unanimously.

**1. CONSIDER APPROVAL OF CONSENT AGENDA**

Commissioner Pierce 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. Resolution for Detective Carl Dangerfield – Retirement Weapon**

WHEREAS, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award to a retiring member the service handgun of the retiring member; and

WHEREAS, Detective Carl Dangerfield has served as a member of the Rowan County Sheriff's Office since September 25, 2004, and has been a law enforcement officer in the State of NC since January of 1988; and

WHEREAS, Detective Carl Dangerfield is retiring from the Rowan County Sheriff's Office effective April 1, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners to allow Detective Carl Dangerfield to purchase his service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of \$1.

**B. Resolution for Master Deputy Timothy Drew – Retirement Weapon**

WHEREAS, North Carolina General Statute § 20-187.2 provides that the governing body of a local law enforcement agency may, in its discretion, award to a retiring member the service handgun of the retiring member; and

WHEREAS, Master Deputy Timothy Drew has served as a member of the Rowan County Sheriff's Office since August of 1989; and

WHEREAS, Master Deputy Timothy Drew is retiring from the Rowan County Sheriff's Office, effective March 29, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners to allow Master Deputy Timothy Drew to purchase his service sidearm in accordance with the provisions of North Carolina General Statute § 20-187.2 for the purchase price of \$1.

**C. Refunds For Approval**

**D. Proclamation for Motorcycle Safety and Awareness Month**

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of citizens across North Carolina and Rowan County; and

WHEREAS, North Carolina has over 193,000 registered motorcycles and over 400,000 licensed riders [per the NC DMV] who have either a motorcycle endorsement or a motorcycle learner's permit; and

WHEREAS, it is important that the citizens of North Carolina be aware of motorcycles on our roadways and recognize the importance of motorcycle safety through motorcycle awareness programs like those promoted by CBA or programs offered during driver's education classes in area high schools; and

WHEREAS, Motorcycle Safety & Awareness Month is designed to increase public awareness about motorcycles and to encourage their safe and proper use among motorcycle riders and to encourage other motor vehicle operators to be cautious and observe motorcycles, especially during their seasonal return to our streets and highways; and

WHEREAS, the safe operation of a motorcycle is enhanced through a combination of rider training and experience, good judgment, and motorist awareness of motorcycles sharing the roads of Rowan County and North Carolina, the Charlotte CBA, Rowan-Cabarrus CBA, and the Concerned Bikers Association of North Carolina urge motorists in the County of Rowan to "Look Twice and Save a Life" MAY = Motorcycle Awareness & YOU

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners does hereby recognize the month of May, 2018 as Motorcycle Safety & Awareness Month in Rowan County, North Carolina, and urges all citizens to be cautious and to help create an awareness of motorcyclists who share the road.

**E. NC OSHR: Substantial Equivalent Program Monitoring 2018**

**F. Community Health Center Dental Grant**

**G. DSS Contract – Pinnacle Family Services**

**H. HR Agreement – Novant Health**

**I. Resolution for Involuntary Commitment Transport Services**

WHEREAS, pursuant to NCGS §122C-251(a), the County has the duty to provide, through its law enforcement officers, transportation under the involuntary commitment proceedings of Article 5 of Chapter 122C of the North Carolina General Statutes for (i) citizens of Rowan County, and (ii) any person taken into custody within Rowan County limits ("Transportation Services"); and

WHEREAS, Novant Health Rowan Medical Center operates a hospital and health services including emergency departments within Rowan County; and

WHEREAS, Novant Health Rowan Medical Center and emergency department receive mental health patients who are respondents in commitment proceedings pursuant to Article 5 of Chapter 122C of the North Carolina General Statutes and who require Transportation Services from time to time; and

WHEREAS, NCGS §122C-251(g) permits the Board of Commissioners to designate private agency personnel to provide all or parts of the Transportation Services required by involuntary commitment proceedings; provided such designated persons are trained and provided the County's plan assures adequate safety and protection of both the public and the person transported; and it further appearing all requirements of section 251(g) are satisfied; and



WHEREAS, Novant Health Rowan Medical Center was approved to contract with G4S Secure Solutions (USA) Inc., an approved private provider of transportation services in 2011; and

WHEREAS, Novant Health Rowan Medical Center desires to enter into agreements with additional or alternative trained and certified private providers for provision of transportation services to and from Novant Health Rowan Medical Center; and

WHEREAS, the agreements between Novant Health Rowan Medical Center and private providers contracted to provide transportation of involuntary commitment respondents will be consistent with the terms of the Policy and Plan for Transportation of Rowan County Involuntary Mental Commitment Respondents as approved by the Rowan County Board of Commissioners; that provider personnel will receive Crisis Intervention Training; that providers will supply vehicles for the transportation of respondents; that providers will provide liability insurance (general liability coverage in the amount of \$2 million per occurrence/\$5 million in the aggregate per annum and excess/umbrella coverage in the amount of \$2 million per occurrence/\$5 million in the aggregate); that providers will comply with applicable law in the custody and transportation of residents; and that providers agree to indemnify and hold harmless the County of Rowan and the Rowan County Sheriff and his employees or agents; and

WHEREAS, the provision of such Transportation Services from Novant Health Rowan Medical Center by providers will be at no cost to Rowan County; and

WHEREAS, as provided in §122C-251(g) Rowan County may adopt a plan for transportation of involuntary mental commitment respondents and Novant Health Rowan Medical Center desires to contract with private providers consistent with that plan.

NOW, THEREFORE IT IS RESOLVED, that, as permitted by G.S. §122C-251(g), the plan for transportation of respondents in involuntary commitment proceedings from Novant Health Rowan Medical Center is hereby adopted. Novant Health Rowan Medical Center may engage the services of private providers for transportation of respondents in involuntary commitment proceedings from Novant Health Rowan Medical Center consistent with Rowan County's Policy and Plan for Transportation of Rowan County Involuntary Mental Commitment Respondents and comply with the requirements and follow the procedures of Article 5 of Chapter 122C. Neither the adoption of this plan nor the designation of a private provider is, or shall be construed as, creating any agency or other relationship between the County, the Sheriff's Office, and a provider. This designation is intended to serve only as the designation required by G.S. §122C-251(g).

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

WHEREAS, the American Cancer Society Relay For Life movement is the world's largest fundraising event to fight every cancer in every community and unites communities across the globe to celebrate people who have battled cancer, remember loved ones lost, and take action to finish the fight one and for all; and

WHEREAS, funds raised during Relay For Life of Rowan County enable the Society to help people facing the disease today, educate people about how to reduce their risk for cancer of detect it early, and fund cancer research that will help protect future generations; and

WHEREAS Relay For Life events helped fund more than \$390 million in cancer research in the US, and \$15 million in North Carolina, last year.

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



NOW, THEREFORE the Rowan County Board of Commissioners does hereby proclaim April 22–28, 2018 as “PAINT THE COUNTY PURPLE” WEEK” and encourages citizens to participate in the Relay For Life event at the Rowan County Fairgrounds on April 27, 2018.

- K. South Salisbury Fire Department Request for Completion of County Documentation
- L. Request for Qualifications for Professional Engineering Services for Roadway Design and Construction
- M. Contract for Law Enforcement Memorial
- N. Authorize County Manager To Go Out For Bids For Casings (*This item was placed on the regular agenda as item #10a*)

## **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:

- Ronnie Smith said after six (6) years, notice had been received from Washington, D.C. that the final draft proposal was approved to enlarge and enhance the Salisbury National Cemetery Annex in Rowan County. Mr. Smith distributed a postcard, which he asked citizens to mail in support of “making this project a reality.” Secondly, Mr. Smith reported he would be presenting a final proposal for placement of a Rowan County Vietnam Veterans Memorial. Lastly, Mr. Smith said a special campaign was beginning, known as “Friends of Bill Stanback Campaign for the Shelter Guardian Program.”
- Michael Julian talked about the County’s purchase of the West End Plaza (WEP) five (5) years ago and asked when the Board planned to follow through with the commitment to move Rowan County departments to the WEP.

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

## **3. PUBLIC HEARING FOR HLC 01-18**

Karen Lilly-Bowyer, Chair of the Historic Landmarks Commission (HLC), presented a power point as she discussed the information for HLC 01-18. Ms. Lilly-Bowyer reported that on September 9, 2017, the HLC received an application from Charles and Luther Sowers to establish the Griffith-Sowers House (House) as a Rowan County historic landmark. The applicants wish to designate the interior and exterior of the house, along with the surrounding 120 acres of land.

Ms. Lilly-Bowyer said while the HLC did vote to recommend the designation of the exterior of the home and 30 acres, it became apparent after subsequent discussions with Planning Staff (Staff) designation the amount of acreage would

be problematic and therefore landmark status should focus entirely on the house exterior.

Ms. Lilly-Bowyer discussed the significance of the House and also shared the comments from the State Historic Preservation Office (SHPO).

According to Ms. Lilly-Bowyer, the HLC recommended approval of the House as a Rowan County historic landmark. Planning Staff supported the designation of the House exterior as a local Historic Landmark.

Luther Sowers came forward and discussed the photos of the home with regards to what was considered the front and the back of the home. Mr. Sowers shared some memories from the home and also talked about how architecture for homes had evolved since the era of his father's house.

Chairman Edds opened the public hearing to receive citizen input regarding HLC 01-18. With no one wishing to speak, Chairman Edds closed the public hearing.

Commissioner Klusman moved to approve the designation of the Griffith-Sowers House exterior as a local historic landmark. Commissioner Pierce seconded the motion.

Commissioner Pierce said he had the pleasure of knowing Lewis Sowers and had been to the home. Commissioner Pierce described the home as stunning.

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

**AN ORDINANCE DESIGNATING THE GRIFFITH-SOWERS HOUSE  
IN THE JURISDICTION OF ROWAN COUNTY, NORTH CAROLINA  
AS A LOCAL HISTORIC LANDMARK**

WHEREAS, the Rowan County Historic Landmarks Commission has made an investigation and recommends the following property be designated a historic landmark; and

WHEREAS, the North Carolina Department of Cultural Resources has made a determination that the following property is eligible to be designated a historic landmark; and

WHEREAS, on the 19<sup>th</sup> day of March, 2018 a public hearing was held in the J. Newton Cohen, Sr. Room, in the J. Newton Cohen, Sr. Building, Salisbury, NC, by the Rowan County Board of Commissioners to determine whether the *Griffith-Sowers House* should be designated as a local historic landmark; and

WHEREAS, all the prerequisites to the adoption of this ordinance as prescribed in Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes have been met; and

WHEREAS, the *Griffith-Sowers House* is believed to be one of the two significant surviving examples of 1930s country houses in Rowan County; and



WHEREAS, the *Griffith-Sowers House* is a unique example of both Colonial Revival and Classical Revival style architecture; and

WHEREAS, construction of the *Griffith-Sowers House* began circa 1930; and

WHEREAS, on the 9<sup>th</sup> day of September, 2009, the *Griffith-Sowers House* was entered into the National Registry of Historic Places; and

WHEREAS, the *Griffith-Sowers House* is an important historic resource worthy of preservation,

NOW, THEREFORE, BE IT ORDAINED BY THE ROWAN COUNTY BOARD OF COMMISSIONERS THAT:

1. The *Griffith-Sowers House* at 5050 Statesville Blvd. in the County of Rowan is hereby designated as a Local Historic Landmark pursuant to Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes. This property is presently owned by John Luther Sowers and Charles Lewis Sowers and is further identified as part of Rowan County tax parcel 315-003.
2. The significant features of the building's exterior located on said property may not be moved, demolished, materially altered, restored or removed without a Certificate of Appropriateness being issued by the Historic Landmark Commission of Rowan County. Any application for the demolition of this building shall require the waiting period set forth in the Historic Landmarks Ordinance.
3. Nothing in this ordinance shall be construed to prevent the ordinary maintenance or repair of any architectural feature in or on the said building and property that does not involve a change in design, material or outer appearance thereof, nor to prevent the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a Rowan County building inspector or similar official certifies to the Historic Landmarks Commission that such action is required for the public safety because of an unsafe or dangerous condition. Nothing herein shall be construed to prevent the property owner from making any use of this property not prohibited by other statutes, ordinances or regulations.
4. A suitable sign or plaque shall be posted indicating the property has been designated as a local historic landmark and containing any other appropriate information. If the owner consents, the sign or plaque shall be placed upon the building or property. If the owner objects, the sign or plaque shall be placed on nearby public right-of-way.
5. The owner and occupants of the building known as the *Griffith-Sowers House* shall be given notice of this ordinance as required by applicable law and copies of this ordinance shall be filed and indexed in the offices of the Rowan County Register of Deeds, the County's Chief Building Inspector and the Rowan County Tax Supervisor as required by applicable law.
6. Rowan County Ad Valorem Tax Implications: Taxpayer shall be eligible for tax treatment and assessment according to NCGS 105-278 for only that portion of the total property subject of this ordinance and designation as a Historic Landmark.

#### **4. PUBLIC HEARING: 2018-19 HOME ACTION PLAN**

Planning Director Ed Muire explained that as a member of the Cabarrus / Iredell / Rowan HOME Consortium, Rowan County anticipated receiving approximately

\$147,366 in project funds for FY 2018-19. The scope of the FY 2018-19 program would provide housing rehabilitation to at least four (4) owner occupied homes in the County.

Mr. Muire said unlike previous years, Staff anticipated the required match for participation (25% of project funds) would need to be a cash contribution of approximately \$36,842 from Rowan County.

Mr. Muire said there were a couple of recommendations from Staff. The first was to approve the application, the second was to authorize the County Manager to sign the application and the third was to budget the funds in the upcoming budget.

In response to an inquiry from Commissioner Pierce, Mr. Muire confirmed the County's contribution would be 25% of the amount received from the Consortium.

Chairman Edds opened the public hearing to receive citizen input for the HOME application. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Mr. Muire pointed out the only difference in the application before the Board and the application to actually be submitted was on page 5. Mr. Muire said Staff would change the Fair Housing with Salisbury Community Development Corporation from April-June to July-September.

Commissioner Pierce moved to approve the 2018-19 HOME Action Plan for submittal to the City of Concord, to authorize the County Manager to sign the 2018-19 application and to budget the necessary match for HOME activities in fiscal year 2018-19 Rowan County budget. The motion was seconded by Commissioner Caskey and passed unanimously.

## **ADDITION**

### **4a. NC Opportunity Zone Designation for Rowan County**

Chairman Edds explained that H.R. 1 was signed into law on December 22, 2017, which created a new tool for community and economic development, designed to help unlock new capital sources to fund new investments in underserved low-income communities.

The Opportunity Zones Program provides tax incentives for qualified investors to reinvest unrealized capital gains into low-income communities throughout the state, and across the country.

Chairman Edds said North Carolina has 1,000 census tracts that qualify for this national program. The Governor's office and Department of Commerce are currently soliciting input from the counties on which of the 1,000 census tracts will be placed in the program. North Carolina will be allowed to place 251 of the



1,000 into the program. Chairman Edds explained that as private investors come in, there could be tax benefits available to make Rowan County's projects more competitive.

Chairman Edds discussed 5 tracts that had been identified to nominate to be considered as an Opportunity Zone. Each of these would have to either be in an approved "low-income" census tract or be in an approved "contiguous tract" close to a low-income tract:

- Rusher Site – East Spencer (Low Income tract)
- Granite Industrial Park – Granite Quarry (Low Income tract)
- Platinum and Henderson Grove Church Road Sites – Rowan County (Low Income Sites)
- 310-acre I-85 Site in China Grove just accepted into the Duke Site Readiness Program (Low Income Site)
- Old Beatty Ford Road Interchange (considered a Contiguous tract)

Chairman Edds reported the filing date was March 27, 2018.

Chairman Edds said Planning Director Ed Muire had spent a tremendous amount of time pulling together the information before the Board. Chairman Edds said he had spoken with Phil Conrad, Town Manager of Granite Quarry, Mayor Lee Withers of China Grove and Mayor Barbara Mallett of East Spencer to let them know about the program and the County's intention to nominate census tracts within their jurisdictions.

Chairman Edds thanked Ed Muire for compiling the information.

Chairman Edds said Mr. Muire would submit the attachments and he stated there was also a comment section on the website provided by the NC Department of Commerce. Chairman Edds he would reach out to the County's legislative delegation to see what assistance they could offer.

In closing, Chairman Edds said the effort was planning for economic development and giving a nod to those who needed it the most in the community.

Chairman Edds moved to endorse and to give Mr. Muire approval to submit the sites on behalf of Rowan County. The motion was seconded by Commissioner Greene and carried unanimously.

In response to an inquiry from Commissioner Pierce, Chairman Edds said no timeframe was provided for the approval process.

## **5. QUASI-JUDICIAL HEARING FOR CUP 01-18**

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for CUP 01-18 to be in session. Chairman Edds said the hearing would

focus on an application submitted by Laura Goode on behalf of Cellco Partnership to construct a 165' wireless support structure on Tax Parcel 422-179 located at 280 Rimer Road.

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

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B) and provided a power point (Exhibit C) to depict the site and surrounding area.

According to the Staff Report (Exhibit B) on behalf of Cellco Partnership dba Verizon Wireless, Attorney Laura Goode was requesting a conditional use permit to accommodate a 165' wireless support structure (cell tower) at 280 Rimer Road referenced as Tax Parcel 422-179. Verizon Wireless has an identified need to improve coverage and capacity within the Mt. Hope Church Road area southwest of the Town of Faith (Town) they determined could be accomplished by the construction of a new tower at the requested location.

Continuing with the power point (Exhibit C), Mr. Stewart showed a simulation of what the tower would look like when constructed.

Mr. Stewart said the County's telecommunication consultant concluded the application complied with the ordinance and the confirmation was included in the Staff Report (Exhibit B).

The site was located in Area 2 of the Land Use Plan, with no specific recommendations for towers.

Mr. Stewart said there was a lot of information available in the Staff Report (Exhibit B) and he had presented the information in a manner that was visually pleasing and helpful in understanding the application.

Procedurally, Mr. Stewart said the Board must adopt facts supporting the findings of fact and he provided the Board with Example Findings of Fact (Exhibit D). Mr. Stewart said a fourth motion would need to be considered for approval of the request.

There were five potential conditions stated in the Staff Report (Exhibit B), which Mr. Stewart said the applicant was also aware of. Mr. Stewart encouraged the Board to impose the conditions if the Board were to choose to approve the request. The conditions listed were as follows:

1. Subject to compliance with all plans and supporting document packages received from Baker, et.al. dated January 9, 2018 and revised site plans dated February 19, 2018.
2. Subject to compliance with applicable FAA, FCC, State Historic Preservation Office (SHPO), and NCDOT standards.



3. Prior to permitting, applicant shall provide certifications by a North Carolina Professional Engineer the proposed tower would fall within the lease area, comply with ANSI / Tia-222g, and be designed to accommodate a total of five (5) carriers.
4. All current and future feed cable lines shall be installed within the support structure all access ports sealed to prevent wildlife intrusion.
5. If an emergency power backup generator is to be used, the noise level shall not exceed 65 decibels at the nearest property edge. Testing shall be limited to the hours between 9:00 am and 4:00 pm (Monday through Friday).

Commissioner Pierce inquired as to whether the tower was a standard or "typical" tower or if there was anything exceptional about it, such as its height. Mr. Stewart said the tower a monopole tower with a galvanized finish and under 199' tall.

Commissioner Greene asked if the tower was just for cell tower use and Mr. Stewart said yes. Commissioner Greene asked if Verizon would allow co-location and Mr. Stewart said the tower was designed per the standard for a total of 5 carriers.

Commissioner Klusman asked if the tower could be used for signal for broadband and Mr. Stewart said he did not know.

Chairman Edds asked if the applicant would like to speak.

Attorney Laura Goode came forward and said she was with Baker, Donaldson representing Verizon Wireless and its application for the proposed communication tower. Ms. Goode said also present was:

- Jack Allen with Juvo Telecom, who worked for Verizon to look for co-location opportunities and who found the proposed site.
- Sam Patel, RF Engineer with Verizon.
- Michael Berkowitz, Certified Real Estate Appraiser, who prepared Exhibit #13 (real estate impact study).

Ms. Goode entered into the record the application as filed, with exhibits (Exhibit E) #1 through #16, as well as revised Exhibit #6 (Exhibit F). Ms. Goode said Exhibit #6 was submitted to the Planning Department on February 23, 2018 pursuant to comments from Planning Staff. Ms. Goode said she believed the updated version had been included in the Board's agenda packet.

Ms. Goode said Mr. Stewart had done a great job explaining the basics of the site and location and she proceeded by reviewing the background as to the reason for the tower.

According to Ms. Goode, Verizon was proposing a 165' monopole tower and there would be no guy wires or lights in accordance with FAA requirements. Ms. Goode said the tower was the least visibly intrusive tower for this type of facility and it would be designed to accommodate four (4) additional carriers. The tower would have a 50' engineered fall zone.

Ms. Goode said the application contained Exhibits #1 through #16 (Exhibit F) and showed how the ordinance requirements were met. Ms. Goode continued by discussing the three (3) required Findings of Fact and elaborating how the Verizon tower would be in compliance.

Ms. Goode reviewed the evaluation criteria contained in Exhibit F.

With regards to zoning, Ms. Goode said the area was zoned RA and the tower was permitted as a conditional use.

Ms. Goode respectfully asked the Board to approve the permit.

Commissioner Klusman asked Ms. Goode if she could answer her previous question pertaining to whether the tower could be used for signal for broadband. Commissioner Greene also shared that school children in the area had limited service for school-issued laptops, etc. Engineer Sam Patel responded that yes, if needed, the tower could serve a purpose to link/microwave for other coverage (broadband).

Michael Berkowitz, Certified General Appraiser, said he had visited the proposed site and looked at other towers in the area. Mr. Berkowitz said he concluded that the proposed tower as sited would not injure the value of adjacent or abutting properties.

Commissioner Caskey asked Mr. Berkowitz if he found the tower ever actually enhanced property values. Mr. Berkowitz said there was no evidence to support an enhancement to value; however, he felt it was becoming much more of a commodity to have cell coverage just like electrical service or water/sewer service to a home.

In response to Commissioner Caskey, Ms. Goode said the property would be leased and not owned by Verizon.

Commissioner Caskey asked if the tower capacity would help more than just the one area in Faith or if it would help others in the County, as well. Ms. Goode said it would help capacity in the general vicinity. Mr. Patel added there would be four (4) sites offloading. Mr. Patel said the tower would fill some coverage gaps.

Ms. Goode pointed out the map (Exhibit G) showed the general area to be served.



Chairman Edds questioned Mr. Stewart regarding notices of the public hearing and Mr. Stewart reported adjoining property owners were notified within 100'. Mr. Stewart said Staff received a call today from someone calling on behalf of her mother (adjoining property owner). The caller inquired whether the tower location would cross their property.

Chairman Edds asked if anyone else wished to speak regarding the application and Emily Snider came forward to be sworn. Ms. Snider said her property adjoined the proposed tower site. Ms. Snider said she had 20 acres and she did not want to look out her door and see the tower. Ms. Snider named two (2) other sites where towers were located and reiterated she did not want to see a cell tower at the edge of her property.

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

County Attorney Jay Dees said the applicant had submitted proposed Findings of Fact located on pages 10 to 12 of the application. Mr. Dees said Ms. Goode's Findings included the Staff Findings (Exhibit B) - and there were 2 to 3 more that appeared consistent with the testimony. Mr. Dees said it was the applicant's preference for the Board to use the applicant's Findings of Fact.

After further comments, Chairman Edds said he would use the Example Findings of Fact submitted by Staff (Exhibit D).

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

FACT: Based on plans submitted and established conditions of approval, the proposed tower will comply with all applicable Federal, State, and Local regulations.

FACT: In the unlikely event of tower failure, the structure will be certified by a North Carolina Professional Engineer to fall within the lease area prior to the issuance of a zoning permit.

FACT: The proposed tower will provide the means for Verizon Wireless to address documented coverage and capacity deficiencies and co-location opportunities for future telecommunication providers, an industry recognized as a public necessity.

The motion was seconded by Commissioner Pierce and passed unanimously.

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

FACT: State certified general appraiser Michael Berkowitz provided testimony summarizing statements from his impact study which concluded the proposed tower “will not substantially injure the values of adjacent properties and that it is located in an area where it does not substantially detract from the aesthetics and neighborhood character”.

The motion was seconded by Commissioner Klusman and carried unanimously.

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

FACT: As evidenced from the balloon test and photo simulations, the proposed tower would only be visible along portions of Rimer Road and two small sections along Mount Hope Church Road.

FACT: According to the staff report, monopole towers less than 199 feet in height are permitted in 98% of the county zoning jurisdiction subject to a conditional use permit, a process that assumes the use is generally compatible with surrounding properties.

FACT: Wireless towers do not generate significant levels of noise, odor, glare, or dust.

FACT: This request complies with all specific conditional use requirements in section 21-60 (3) of the Zoning Ordinance.

The motion was seconded by Commissioner Klusman and passed unanimously.

Chairman Edds moved to approve CUP 01-18 with the following 5 conditions:

1. Subject to compliance with all plans and supporting document packages received from Baker, Donaldson et.al. dated January 9, 2018 and revised site plans dated February 19, 2018.
2. Subject to compliance with applicable FAA, FCC, State Historic Preservation Office (SHPO), and NCDOT standards.
3. Prior to permitting, applicant shall provide certifications by a North Carolina Professional Engineer the proposed tower would fall within the lease area, comply with ANSI / Tia-222g, and be designed to accommodate a total of five (5) carriers.
4. All current and future feed cable lines shall be installed within the support structure all access ports sealed to prevent wildlife intrusion.
5. If an emergency power backup generator is to be used, the noise level shall not exceed 65 decibels at the nearest property edge. Testing



shall be limited to the hours between 9:00 am and 4:00 pm (Monday through Friday).

Commissioner Pierce seconded and the motion carried unanimously.

**6. QUASI-JUDICIAL HEARING FOR CUP 03-18**

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for CUP 03-18 to be in session. Chairman Edds said the hearing would focus on an application submitted by Charles Lewandoski (Applicant) to accommodate the wholesale trade of used motor vehicle parts on Tax Parcel 239-030 located at 208 Performance Road.

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

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B) and a power point (Exhibit C) as he discussed the application. Mr. Stewart said Charles Lewandoski purchased Lot 7 in Mooresville Motorsports Center, located at 208 Performance Road on January 24, 2018 in anticipation of constructing a new race shop and parts sales. The Industrial (IND) zoning district permits race shops and the wholesale trade of new motor vehicle parts by right while the sale of used motor vehicle parts require a conditional use permit due to the use being categorized with "salvage yards" uses in Standard Industrial Classification (SIC) code (SIC 5015) noted in section 21-113 of the Zoning Ordinance. Mr. Stewart said the operation would not include the tear down of any vehicles.

Using the power point (Exhibit C), Mr. Stewart showed the site plan, which he reported was modified from the site plan in the agenda packet. Mr. Stewart said the septic needs were going to be in the front rather than the back. Therefore, the building was shifted back.

Procedurally, Mr. Stewart said the Board must adopt facts supporting the Evaluation Criteria as outlined in the Staff Report (Exhibit B). Mr. Stewart provided the Board with Example Findings of Fact (Exhibit D).

Mr. Stewart said the request met all standards for Board approval. If approved, Staff encouraged the Board to add the following conditions of approval:

1. All motor vehicle parts must be kept within the building; and
2. No junked motor vehicles may be kept outside the proposed building.

Mr. Stewart said approval of Mr. Lewandoski's application would also require approval of Special Non-Residential Intensity Allocation (SNIA) 02-18.

Commissioner Greene asked if the application was the result SIC Code. Mr. Stewart responded the ordinance might could be changed to allow salvage operations inside of a building.

The applicant, Charles Lewandoski, said the parts were specialized for motor sports. Mr. Lewandoski reiterated that parts come prepackaged or tagged and are put on the shelf and resold. Mr. Lewandoski said his business is a cleaner process because the parts had not been used.

Chairman Edds asked if Mr. Lewandoski was already in business and he responded yes. Mr. Lewandoski said his business was currently home-based in Mooresville. Mr. Lewandoski said business was going well and he wanted to step up. Mr. Lewandoski said the Mooresville Motorsports Center was a majority of race-related businesses.

In response to an inquiry from Chairman Edds, Mr. Lewandoski said examples of items he sells are springs, gauges, etc., which are very small parts. Mr. Lewandoski said his business was a very clean process and he did not do anything motor related.

Mr. Lewandoski said he want to grow his business and that his customers spent millions each year racing. Mr. Lewandoski said he wanted to keep his property up in order to keep the NASCAR-related customer base.

Chairman Edds opened the floor to receive testimony from anyone else that had been sworn. With no one coming forward, Chairman Edds closed the public hearing.

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

FACT: The proposed use as a race shop and wholesale trade operation is similar to other lots within the Mooresville Motorsports Center.

FACT: Established conditions of approval ensure motor vehicle parts and junked motor vehicles could not be kept outside the proposed building.

The motion was seconded by Commissioner Pierce and passed unanimously.

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

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

The motion was seconded by Commissioner Pierce and carried unanimously.



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

FACT: Mooresville Motorsports Center totals 105 acres of IND zoned property comprised of 66 lots surrounded by 232 acres of CBI zoned property, which includes the Mooresville Dragstrip.

FACT: The Land Use Plan for Areas West of I-85 identifies this property within a "Commerce / Industrial" area, recognizing the multiple industrial uses south of Highway 152.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Pierce moved to approve CUP 03-18 with conditions # 1 and # 2 as presented in the Staff Report (Exhibit B). Commissioner Greene seconded and the vote carried unanimously.

## **7. BROADBAND TASK FORCE UPDATE**

Chief Information Officer Randy Cress provided the Board with an update regarding the Broadband Task Force Initiative. Mr. Cress highlighted the suggested Task Force members as follows:

- County Commissioner Leadership – **Judy Klusman**
- County IT Technical Advisory – **Randy Cress**, Rowan County Information Technology, IT Director
- County Public Safety Official – **Chris Soliz**, Rowan County Emergency Services, ES Director
- Rowan-Salisbury School System - IT Technical Advisory – **Candace Salmon-Hosey**, Rowan-Salisbury School System, Chief Technology Officer
- Rural Leadership (Coop-Ext, 4H, Rural Fire) – **Amy-Lynn Albertson**, Rowan County Cooperative Extension, Director
- Citizen Involvement from unserved areas – **W. Lee Simmons**, Citizen in Southeastern Rowan; **Bevin Fink**, Citizen in Western Rowan

Mr. Cress said once the Board approved the membership he would work with the State Broadband Office and coordinate a meeting time for kickoff in April and proceed from there.

Commissioner Pierce said a task force was normally appointed for a limited time and he felt there should be a timeframe for the task force to perform its duties.

Chairman Edds suggested twelve (12) months and Mr. Cress was agreeable. Mr. Cress said an extension could be granted, if needed.

Commissioner Klusman moved to appoint the Task Force as recommended with a 12-month term. The motion was seconded by Commissioner Greene and passed unanimously.

**8. CONSIDERATION OF AN INTER-LOCAL AGREEMENT FOR AN ECONOMIC DEVELOPMENT PARTNERSHIP WITH THE ROWAN TOURISM AUTHORITY ON A TOURISM CAPITAL PROJECT**

James Meacham, Chief Executive Officer, Rowan County Tourism Development Authority (TDA) provided a power point as he explained that the TDA sought to enter into an inter-local agreement with Rowan County for the completion of a tourism capital project in the Central Business District of Salisbury. The project's purpose was to support economic development through new tourism and visitor infrastructure. The TDA purchased the 1920 era Fisher Thompson Hardware Storage Structure on Kerr Street in early 2017 for the purpose of creating a dynamic outdoor venue and improve access to existing and future tourism businesses in the Railwalk Area of Salisbury's Central Business District. The structure was located between Lee Street and Depot Street, next to the Emporium. Current businesses in the area included Morgan Ridge Railwalk Brewery, Lee Street Theater, Emporium and Railwalk Artist Galleries. (The Railwalk area referred to the area between Lee Street and Depot Street\*)

The repurposed structure would provide improved vehicular and pedestrian access in the Railwalk increasing access to current and future businesses in an effort to drive greater sales and expenditures. Additionally, the project would provide for a new dynamic outdoor venue for concerts, markets, performances and events to drive additional visitor spending.

The proposed changes to the structure were approved by the Historic Preservation Commission; plans were submitted to the inspection department for approval and the project had been submitted for bid. As a North Carolina Public Authority, the TDA utilized the same bid process as local government for capital projects. Bid opening would take place on March 20, 2018.

Before the Rowan County occupancy tax law was changed in June 2017 by the NC General Assembly, the Rowan TDA was limited to tourism capital projects in the City limits of Salisbury. (\*\*changes eliminated the Salisbury Tourism Authority, consolidated to a single tax for the entire County and allowed the Rowan Tourism Authority to invest in tourism capital projects county-wide\*\*) The Tourism Authority began the Railwalk project before the tax change was implemented. Upon implementation of the new law, the former Salisbury TDA Board and the City of Salisbury requested the Rowan TDA consider completing the project it started.

Mr. Meacham said Commissioner Pierce had recused himself from voting on the matter as member of the TDA since he knew the issue would also come before the Board of Commissioners.



In addition to repurposing the Fisher Thompson Building the TDA would partner with the City of Salisbury (City) to improve the Railwalk streetscape. The partnership would connect the rail station and the Railwalk, improve access to businesses and include improved lighting and aesthetics to enhance safety and atmosphere. Mr. Meacham said the Railwalk area in the last five (5) years had seen over \$3,000,000 in investment in tourism related organizations, most notably Lee Street Theater and Morgan Ridge Railwalk and Brewery.

Mr. Meacham said the TDA was dedicated to honoring its previous commitments in an expedited manner so it could direct its future focus towards tourism related capital projects across all of Rowan County. The anticipated cost to complete the Fisher Thompson Structure in the Railwalk was \$300,000.

The TDA requested the Board of Commissioners consider entering into an inter-local agreement with the TDA regarding the completion of the project. The TDA requested the Board of Commissioners consider utilizing economic development funds to remit the full cost of the project to the Tourism Authority in Fiscal Year 2017-2018 and the TDA would agree to reimburse the County over a five (5) year period beginning in Fiscal Year 2018-2019 and concluding in Fiscal Year 2022-2023.

In response to an inquiry from Commissioner Greene about why the structure would not just be torn down, Mr. Meacham explained that the demolition was not going to be approved. Mr. Meacham said there would also be a one-year moratorium imposed by the Historic Landmarks Committee for anything related to the project. Mr. Meacham said the TDA felt keeping the façade was a good compromise to protect the community. The completion of the proposed project was estimated to be completed around Labor Day.

Discussion ensued regarding the financing of the project.

Commissioner Caskey questioned when the TDA would actually need the County to provide the funds and whether the funds should come from the County's economic development funds. Mr. Meacham responded using economic development funds had been a suggestion. Mr. Meacham said the construction of the project would crest over two (2) fiscal years, beginning in the spring and conclude in the beginning of fiscal year 2018-19.

County Manager Aaron Church asked if the TDA would only need one-half (\$150,000) of the funds in the current fiscal year. Mr. Meacham said funds would be needed for half the project and the bids were to be opened the next day. Mr. Meacham said the TDA could use occupancy tax revenues (up to \$90,000) if the bids came in higher than the estimated \$350,000.

County Attorney Jay Dees asked Assistant County Manager/Finance Director Leslie Heidrick if the County would use a draw down schedule for construction. Mr. Meacham said the TDA proposed submitting invoices as they are received.

Ms. Heidrick said typically Finance is reacting to invoices rather than a draw down schedule because she had never seen a construction project that had come close to the draw down schedule.

Mr. Meacham proposed from a TDA perspective is to submit invoices to the County as they are received. The County would remit the funds to the TDA and the TDA would begin the repayment schedule as defined by an interlocal agreement.

Commissioner Greene asked whether there had been any bids or if the estimate was from the architect. Mr. Meacham said the estimation was from Ramsay Burgin Smith Architects.

In response to comments from Commissioner Caskey, Ms. Heidrick said she did not see the project as a problem for the County's auditors.

Commissioner Caskey asked if the County was looking to take the money from economic development funds or fund balance. Ms. Heidrick said she, Mr. Meacham and Mr. Church had discussed using economic development funds and right now funds are budgeted in a capital project line carried over from a year ago for signs that were not going to be completed in the current fiscal year. Ms. Heidrick said the proposed project would not require a budget amendment at this time if those capital project funds were used.

Mr. Church said the Board would need to decide which account to pull the funds from.

Chairman Edds shared his preference for not using economic development funds. Chairman Edds said economic development funds were limited and he felt those funds should be available for projects that would create jobs/capital investment in Rowan County. Chairman Edds supported the project but preferred to take the money from fund balance.

Commissioner Greene also preferred taking the money from fund balance.

Commissioner Pierce felt using money from the fund balance was the direction the Board should take.

Commissioner Caskey asked Mr. Meacham if he would come back to the Board for final approval once the bids were received. Mr. Meacham said the TDA would request an inter-local funding of the construction project with the final amount to be determined after bids are opened tomorrow (March 20). Mr.



Meacham said he was comfortable submitting invoices to the County. Mr. Meacham said the inter-local agreement would be tied to the construction amount that would not exceed \$450,000, which was the TDA's capacity for funding of the project. Mr. Meacham said he did not expect the project to come in at \$450,000.

Commissioner Pierce asked who would oversee the project and Mr. Meacham said the architect. Mr. Meacham said the architect was expecting four (4) bids and the bid would be awarded to the lowest qualified bidder.

Chairman Edds said the Board had been considering a request for \$300,000 and he asked for clarification as to whether Mr. Meacham was now asking the Board to approve up to \$450,000. Mr. Meacham said he did not think the amount would be as high as \$450,000 and if so, he would go back to the TDA. Mr. Meacham said if the amount was in excess of \$330,000 to \$350,000, he could come back to the Commissioners for a final presentation.

Chairman Edds said the Commissioners would have to approve a dollar amount.

Mr. Meacham said the easiest mechanism would be an "up to amount" within an inter-local agreement and he suggested up to \$350,000. Mr. Meacham said if the agreement/amount needed to be amended it would be the responsibility of the TDA to bring the matter back to the Commissioners for consideration.

Commissioner Greene said he wanted everyone to understand the County was not getting into the building business in downtown Salisbury. Commissioner Greene said the County was only making a loan for the project.

Mr. Meacham felt the TDA did a good job striking a balance between preservation, economic development, redevelopment and felt the need to go through the process. Mr. Meacham praised the County's Inspection Department for their assistance on the project.

Commissioner Pierce moved to approve up to a \$350,000 loan to the TDA to be repaid over 5 years and to take the money from fund balance. The motion was seconded by Commissioner Caskey and passed unanimously.

## **9. FINANCIAL REPORT**

Assistant County Manager/Finance Director Leslie Heidrick presented several graphs and updated the Board regarding the County's current financial status. The graphs depicted the following:

- Annual cumulative revenue for February 2018 - \$103.8 million
- Expenditures as of February 2018 - \$87,568,842
- Property tax collections as a percentage of budget as of January 2018 – 15.09%

- Monthly sales tax as of November 2018 - \$2,017,165

**10. CONSIDER APPROVAL OF BUDGET AMENDMENTS**

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

- Sheriff - Recognize funds received from federal asset forfeiture revenue and place in proper expense account - \$2,408
- DSS/Finance – Funding authorization received from State reflects the actual amount received and may increase/decrease the original budget estimate - \$1,668
- Social Services – Revised expenditures and/or revenues based on funding authorizations received from the State. Funding authorizations reflect the actual amount received and may increase or decrease the original budget estimate - \$1,493
- Social Services – Revised expenditures and/or revenues based on funding authorizations received from the State. Funding authorizations reflect the actual amount received and may increase or decrease the original budget estimate - \$33,403
- Finance – To budget additional 2017 Emergency Management Performance grant funds awarded - \$3,017
- Finance – To budget an increase in the amount of the NC Science Museums grant award - \$716
- Finance - To increase FY 2018 HCCBG allocations - \$17,886
- Finance – To adjust the Soil and Water grant budget for FY 2018 to the NC Department of Agriculture and Consumer Services notification of funding offer - \$299
- Finance – To budget insurance proceeds and additional property claims expense - \$140,000

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

**ADDITION**

**10a. AUTHORIZE COUNTY MANAGER TO GO OUT FOR BIDS FOR CASINGS**

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

Commissioner Pierce said he had pulled the issue from the Consent Agenda as a matter of housekeeping. Commissioner Pierce said he and the County Manager, Aaron Church, had been in close conversations with the North Carolina Department of Transportation (DOT) to try and determine what was taking so long to get the agreement for the construction of the casings the Board had already approved. Commissioner Pierce said the delay had to do with paperwork; however, word had been received "today" that the DOT was ready to provide an agreed upon contract for the monies the Board had approved.



Commissioner Pierce said he did not want the Board to put the project back out for bid when tomorrow the County would have what was needed all along.

Commissioner Pierce moved that if the contract came in from the DOT this week, within the parameters of what was agreed upon, to have the County Manager execute the contract. Commissioner Pierce continued by saying if the contract was not received by the end of the week, he would like to put the issue back on the Consent Agenda for the next meeting to allow the project to go out to bid.

Chairman Edds said the Board members had received an email from the County Manager stating the bid fell within the numbers the Board had been given. Chairman Edds agreed that if the matter became held up by the DOT the Board could put the issue back on the agenda.

The motion was seconded by Commissioner Klusman and passed unanimously.

#### **11. CLOSED SESSION**

Chairman Edds moved at 8:36 p.m. for the Board to enter Closed Session pursuant to North Carolina General Statute:

- § 143-318.11(a)(3) for attorney-client privileged communication regarding legal counsel for potential opioid litigation; and
- § 143-318.11(a)(2) to prevent the premature disclosure of an honorary award.

The Board returned to Open Session at 8:55 p.m.

Commissioner Klusman moved to adopt a ***Resolution To Take Action To Abate A Public Nuisance***, which she read as follows:

WHEREAS, Rowan County Board of Commissioners has the authority to adopt resolutions with respect to County affairs of Rowan County, North Carolina, pursuant to North Carolina General Statutes 153A-121; and

WHEREAS, the Rowan County Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the residents and citizens of Rowan County; and

WHEREAS, there exists a serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Rowan County; and

WHEREAS, the diversion of legally produced controlled substances into the illicit market causes or contributes to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Rowan County; and

WHEREAS, the opioid crisis unreasonably interferes with rights common to the general public of Rowan County; involves a significant interference with the public health, safety, peace, comfort, and convenience of citizens and residents of Rowan County; includes the delivery of controlled substances in violation of State and Federal law and regulations; and therefore, constitutes a public nuisance; and

WHEREAS, the opioid crisis is having an extended and far reaching impact on the general public, health, and safety of residents and citizens of Rowan County and must be abated; and

WHEREAS, the violation of any laws of the State of North Carolina, or of the United States of America controlling the distribution of a controlled substance in inimical, harmful, and adverse to the public welfare of the residents and citizens of Rowan County constituting a public nuisance; and

WHEREAS, the Rowan County Board of Commissioners has the authority to abate, or cause to be abated, any public nuisance including those acts that unreasonably interfere with rights common to the general public of Rowan County and/or involve a significant interference with the public health, safety, peace, comfort, and convenience of citizens and residents of Rowan County; and

WHEREAS, Rowan County has expended, is expending, and will continue to expend in the future, County funds to respond to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality within Rowan County; and

WHEREAS, the Rowan County Board of Commissioners has received information that indicates that the manufacturers and wholesale distributors of controlled substances have distributed in areas surrounding Rowan County, North Carolina, and may have violated Federal and/or State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

NOW THEREFORE, BE IT RESOLVED, by the Rowan County Board of Commissioners, assembled on this day at which a quorum is present, that based upon the above, the Rowan County Board of Commissioners are declaring the opioid crisis a public nuisance which must be abated for the benefit of Rowan County and its residents and citizens.

The motion to include the Powell Group for a 25% fee and 10% cap on the fee was seconded by Commissioner Pierce.

Commissioner Pierce clarified the fees/costs would only be paid if the case was won.

Upon being put to a vote the motion passed unanimously.

### **ADJOURNMENT**

There being no further business to come before the Board, Commissioner Greene moved to adjourn at 9:04 p.m. The motion was seconded by Commissioner Pierce 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, Grant Writer  
**DATE:** March 23, 2018  
**SUBJECT:** Permission To Apply To Walmart Foundation For Grant For Shop With A Cop Program

---

**ATTACHMENTS:**

**Description**

Confirmation Letter

**Upload Date**

3/23/2018

**Type**

Cover Memo



**Rowan County Office of the Manager**

130 West Innes Street • Salisbury, NC 28144

Telephone 704-216-8180

FAX 704-216-8195

**April 3, 2018**

Walmart Foundation  
Grants Management Support

To Whom It May Concern:

Rowan County Government would like to apply for the Walmart Foundation for funding for the Rowan County Sheriff's Department, "Shop With A Cop Program."

The purpose of this letter is to confirm that Cari Price, Rowan County Grant Writer, has permission to request the grant application.

If you have any questions, or need additional information in order to mail Ms. Price the application, please do not hesitate to contact my office.

Respectfully,

Aaron Church  
Rowan County Manager

Equal Opportunity Employer



*recycled paper*



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



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

**MEMO TO COMMISSIONERS:**

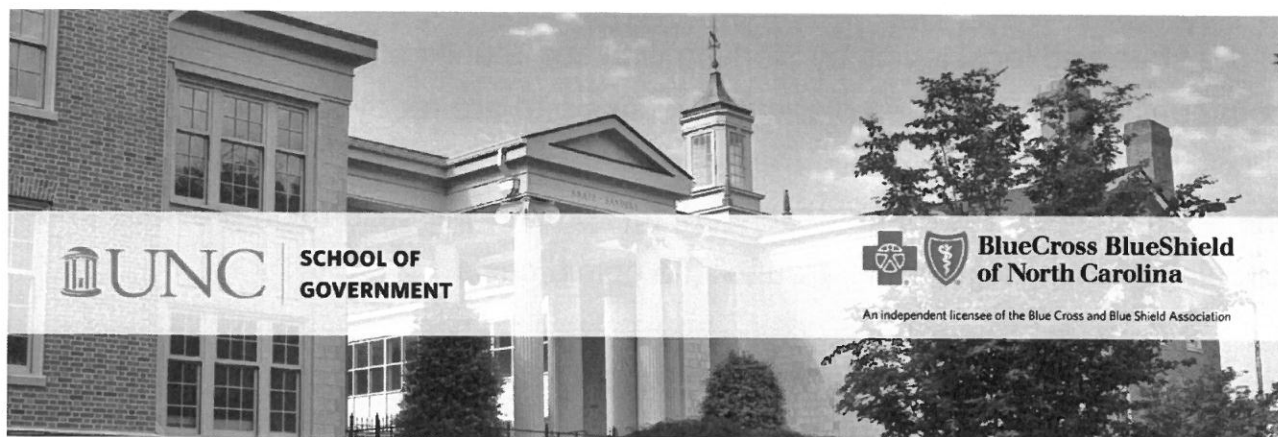
**FROM:** Cari Price, Grant Writer  
**DATE:** 3/23/18  
**SUBJECT:** Request To Apply For UNC School of Government Opioid Crisis Grant Opportunity

---

On behalf of the Rowan County Health Department I am requesting permission to apply for the UNC School of Government Opioid Crisis Program.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Explanation of Grant	3/23/2018	Cover Memo
Program Basics	3/23/2018	Backup Material
Application Process	3/23/2018	Backup Material
Application	3/23/2018	Backup Material
Community Application Answers	3/23/2018	Backup Material
Cardinal Support Letter	3/23/2018	Backup Material
Novant Support Letter	3/23/2018	Backup Material
RC Support Letter	3/23/2018	Backup Material



America's opioid epidemic, recently declared a national public health emergency by the White House, has had a profound impact on our nation, in ways both large and small, emotional and financial. Individuals suffering from opioid use disorders face ongoing health problems such as exposure to the human immunodeficiency virus (HIV), hepatitis C virus (HCV), and life-threatening bacterial infections; high rates of overdose deaths; and a greater risk of homelessness and incarceration. Their families live with the constant stress and heartache of seeing loved ones in pain.

A second level of costs takes the form of social problems affecting the communities in which opioid users live. These include the inability of working-age opioid users to hold employment; increased criminal behavior to support drug habits; higher rates of domestic violence, child neglect, sexual trafficking, and prostitution; greater demands on the health care, social service, and criminal justice systems; declining property values; and the disintegration of community pride, image, and social networks. The costs associated with such problems can be staggering for impacted communities.

**The UNC School of Government is launching an intensive two-year collaborative learning model that will provide direct support to ten North Carolina communities interested in enacting an integrated and innovative policy and practice response to their local opioid crises.** This project – produced in partnership with BlueCross BlueShield of North Carolina, and led



by the School's ncIMPACT initiative – will complement health and policy efforts at the state and local levels by working with communities that have completed a community coalition-based planning process and are ready to implement best practices. Local governments are the front lines of policy implementation. Using the team-oriented approach described, this project will build upon previous and ongoing efforts "to get arms around" the opioid crisis.

By partnering with the School of Government, each participating community will increase connections between its local departments and other internal entities; build collaborative cross-community learning opportunities and partnerships; be prepared to leverage available funding from the federal and state governments; identify, through a needs assessment, the most pressing problems in the community related to the opioid epidemic; and create the plans, strategies, and programs needed to mitigate the problems identified in the needs assessment.

See [sog.unc.edu/resources/microsites/responding-opioid-crisis/](http://sog.unc.edu/resources/microsites/responding-opioid-crisis/) for more information about this project, including applicant eligibility.

For questions about this project or the content of this application, please contact **Kim Nelson** at (919) 962-0427 or [knelson@sog.unc.edu](mailto:knelson@sog.unc.edu). For technical assistance with the application, please contact **David Brown** at (919) 843-2032 or [brown@sog.unc.edu](mailto:brown@sog.unc.edu).

The application deadline is **April 6, 2018**.

If you're ready to apply, please click **Next** below.

Next



UNC  
SCHOOL OF GOVERNMENT

# Responding to the Opioid Crisis

## Program Basics

To achieve the collaborative, multi-faceted approach so crucial to tackling the opioid crisis in North Carolina, the School of Government proposes pairing faculty specialists with teams from ten communities across the state over a two-year period. These teams will be selected through a competitive, application-based process.

Each participating community will engage in five peer-learning forums conducted across the state and coordinated by the School. In these sessions, participants will investigate and develop inter-departmental, intergovernmental, and intersectoral efforts for responding to the opioid crisis in their local communities; learn from the successes and challenges of other jurisdictions; and receive hands-on coaching and technical support from School faculty. In addition to this direct faculty input, the School will produce a publication and a web resource containing model policies and practices to help guide local governments unable to take part in the forums. This multi-pronged effort is in line with other successful efforts to address this public health crisis. For example, the Governing Institute, in its booklet, *Confronting a Crisis: A Practical Guide for Policy Makers to Mitigate the Opioid Epidemic*, which was created with information, feedback, and support from the Blue Cross Blue Shield Association of America, recommends establishing cross-agency partnerships and convening community stakeholder groups on a regular basis.<sup>1</sup>

Once communities are selected to participate, each community team will complete exercises designed to bring members together and to start the process of identifying critical opioid-related issues in their community. These exercises will also provide baseline information to School instructors to better shape the trajectory of the program.

Between forums, each community team will meet, identify policy responses, and take actions to implement those responses. A community project manager (see immediately below) will help convene the team, manage the project, and track progress. Community teams will have access to community implementation funds to help them move from talk to action. School of Government faculty will lead coaching check-ins with each team, providing technical assistance to help the team work through specific issues. The coaching process will have the additional benefit of helping School faculty identify critical issues and refine the creation of the online resource (described below).



## **Engaging in Community-Based Work and Choosing a Community Project Manager**

In addition to participating in the forums, each community team will meet monthly over the course of the program to develop and implement a cogent strategy that (1) leverages existing assets and activities and (2) increases the effectiveness of the local government response to the opioid crisis. Community-based work will be supported by a community project manager and technical assistance from the School of Government.

As part of the program, each community team will hire a community project manager. The School of Government will provide each team \$10,000 to assist with the hiring or funding of the position. The individual selected might be a local government staff person, an employee of a local nonprofit, an independent contractor, or some other professional skilled in project management and facilitation. Ideal candidates will be

- local to the community and familiar with project stakeholders and other community leadership;
- experienced in facilitation and able to provide consultative guidance on the policy and action implementation process;
- able to serve in a project management capacity, e.g., by scheduling meetings and ensuring that tasks are completed on time; and
- respected and trusted by members of the community team.

The community project manager will be called upon to handle a variety of roles, including facilitator, communication coordinator, liaison to the School, and record keeper.

Community project managers will work approximately five to ten hours each week. A project manager's job will involve:

- ensuring that action steps are taken to achieve opiate crisis mitigation goals developed by the community team during the forums,
- convening and facilitating monthly meetings with the community team to support implementation efforts,
- working with the community team and the School of Government project team (see below),
- helping to foster collaboration opportunities with other community teams and connecting the local team to statewide resources and other best practices to advance the team's important work,
- participating in monthly community project manager calls with the School,
- maintaining records for the community team about progress toward goals, and
- working with the community team to identify performance measures for the team's initiatives and collecting data to evaluate those measures over time.

## **Collective Impact: The Crucial Program Component**

The opioid crisis is complicated. Its potential impacts are broad and far-reaching, it has no single root cause, and it is not confined by geographic boundaries or socio-economic classes. To succeed, any attempts to mitigate the damages inflicted by this scourge cannot be made in isolation. Instead, they must be guided by the principle of collective impact, which has been defined as “the commitment of a group of important actors from different sectors to a common agenda for solving a specific social problem.”<sup>2</sup>

There are five elements necessary to achieve collective impact.<sup>3</sup> The first requires that participants working toward a specific goal share a common agenda for change. They do not have to begin their collaboration with a shared understanding of the solution(s) needed to achieve their goal, but they should come into the process knowing that a joint effort is necessary to be successful. Second, to evaluate whether goals are achieved, shared measures must be developed to track progress. Each participant in the collective action will undertake different efforts to reach the shared goals. Third, while each actor’s role is different, their activities should be mutually reinforcing—that is, coordinated with the activities of other participants and aligned with the common agenda and pre-established measures of success. Fourth, throughout the process, continuous communication is essential to building trust and motivating participants. Finally, to keep the process moving forward, there must be a backbone organization, described as “a separate organization dedicated to coordinating the various dimensions and collaborators involved in the initiative.”<sup>4</sup> The backbone organization provides expertise, planning, and coordination to keep the participants on task and offers advice and support during the initiative.

Figure 1. The Five Elements of Collective Impact



The common agenda element of collective impact is the easiest one to achieve. Many collaborative efforts begin with a common agenda but, unfortunately, most do not have the other four key elements for success in place and, therefore, most fall short of their goals. This will not happen with the School of Government’s opioid mitigation program. The School will serve as the backbone organization for participants, ensuring that all of the elements of collective impact are achieved, “distinguish[ing] this work from other types of collaborative efforts.”<sup>5</sup>

To this end, faculty from the School will

1. guide participants’ visions and strategies;
2. support the aligned activities of the community teams and ensure that they are consistent with the shared agenda (i.e., are mutually reinforcing);
3. work with the teams to establish shared measurement practices;



4. build up public goodwill for the project;
5. advance policy developed in collaboration with participants;
6. mobilize funding to achieve established goals; and
7. keep the lines of communications open and flowing among all participants.

## **Forums and Resources**

The School of Government program will feature five forums. Each community team must be prepared to attend all five sessions. At the first forum, which will be held at the School of Government, community team members will begin to develop strategic implementation plans based on a needs assessment. Faculty from the School of Government will facilitate the process of developing the strategic plans and provide expertise on best practices, leadership, collaboration, and the legal implications of policy proposals suggested by the teams. The School will offer assistance to ensure that participating communities engage in data-driven decision-making, which employs careful and rigorous analysis to inform policy choices. With the School's help, each community will tailor its work to the local demographic and geographic parameters of the problem, examining the reach of the opioid challenge and the effectiveness of current responsive efforts.

Four additional forums will be held at different locations across the state (in the western, piedmont, central, and eastern regions). Each of these follow-up forums will include a general session, topical breakouts, and collaborative discussions. Issues that have arisen for multiple teams during the time period between forums will receive special attention. The forums will promote iterative progress, as participating teams seek to accomplish goals in advance of the next forum and obtain new information and strategies in the current session. Outside experts will be brought in to participate in the forums as necessary.

The fifth and final forum will be held over a two-day period. Day one will be open to the public, allowing non-participating communities to learn about the program and to determine how strategies developed by participants could be pursued in their own regions. To accomplish this, faculty from the School of Government will explain the program and members of the community teams will discuss their experiences through interactive panels. Day two will be open only to community teams and will be designed to provide guidance to the community networks created through the program process, so as to sustain program efforts into the future.

Based on research being conducted by the School on best practices around the country, efforts currently underway in North Carolina, and the scope of the problem; input from the participating communities throughout the scope of the project (and perhaps even beyond); and the content of forum discussions; School faculty members will create a draft resource for local governments responding to the opioid crisis. Intended as a guide for communities wishing to implement strategic initiatives similar to those initiated during the program forums, the resource will be updated as the participating teams encounter and ultimately overcome

challenges in their efforts to mitigate the damages caused by opioid use in their communities. This draft will be published as a web resource and will be made widely available to communities not participating in the program.

Ultimately, School faculty will finalize the online resource, incorporating the topics and solutions brought up and developed during the program coaching sessions and forums, as well as any points of interest raised and addressed after the technical end of the program. A hard-copy version will also be produced.

1. The booklet is downloadable, for free, on the Governing Institute's website:  
<http://www.governing.com/papers/Confronting-a-Crisis-A-Practical-Guide-for-Policymakers-to-Mitigate-the-Opioid-Epidemic-81958.html>.
2. See John Kania and Mark Kramer, "Collective Impact," *Stanford Social Innovation Review* (Winter 2011), available online at [https://ssir.org/articles/entry/collective\\_impact#](https://ssir.org/articles/entry/collective_impact#).
3. Ibid.
4. Collaboration for Impact, "The Backbone Organisation," available online at <http://www.collaborationforimpact.com/collectiveimpact/the-backbone-organisation/>.
5. See Shiloh Turner, Kathy Merchant, John Kania, and Ellen Martin, "Understanding the Value of Backbone Organizations in Collective Impact: Part 2," *Stanford Social Innovation Review* (July 18, 2012), available online at [https://ssir.org/articles/entry/understanding\\_the\\_value\\_of\\_backbone\\_organizations\\_in\\_collective\\_impact\\_2](https://ssir.org/articles/entry/understanding_the_value_of_backbone_organizations_in_collective_impact_2).

#### Accessibility



UNC  
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Knapp-Sanders Building  
Campus Box 3330, UNC Chapel Hill  
Chapel Hill, NC 27599-3330  
T: 919 966 5381 | F: 919 962 0654

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# Responding to the Opioid Crisis

## Application Process

Communities wishing to take part in this program must submit an online application, due **April 6, 2018**. Please read all of the information below before you complete an application.

The School of Government/BlueCross BlueShield will provide the following to each participating community:

- five regional forums at which teams will form goals, set plans for implementation, collaborate across fields and jurisdictions, and learn from experts on opioid-related issues;
- School of Government support throughout the process;
- \$10,000 to assist with the costs of hiring a community project manager; and
- \$10,000 in implementation funding for the project.

Each community team will be asked to contribute the following:

- a committed team—representing multiple departments, jurisdictions, and/or organizations addressing opioid issues—that will invest the time, energy, and work needed to achieve team goals; and
- travel funds for some team members (likely 3–5 individuals) to attend the forums.

A panel made up of faculty members from the School will review the applications and select ten communities. The following criteria will guide the selection process:

- diversity of geography, economy, and demography;
- a community's prior experience with opioid mitigation efforts;
- the magnitude of the crisis in the applicant community;
- the applicant's identification of a core team composed of three individuals from different local government(s) and/or organizations within the community; and
- demonstration of community commitment through at least three letters of support.

Communities may apply as individual county teams, municipal-county partnerships, or multi-county collaboratives. Note that in any of these combinations, at least one county must be represented.

## Assembling Community Teams



As part of the application process discussed immediately above, a community interested in participating in the School of Government's opioid mitigation program must identify a core team, which is to be made up of three key individuals representing different local governments and/or organizations within the community.

The core team is charged with identifying members of the full community team. The community team should be a diverse group of local government officials and important community actors, all committed to active participation in the two-year program. As needed, the School will assist communities in building the full team (for example, by use of a stakeholder identification exercise).

Given that each community has different needs and different key stakeholders, composition of the full community teams will vary. Community teams may include, but are not limited to, the following individuals:

- Elected officials
- City and county managers
- Public health officials
- Mental health officials
- Social services employees
- Law enforcement officials
- Emergency Medical Services (EMS) personnel
- Judges and/or magistrates
- Attorneys
- Superintendents of school systems
- Public library representatives
- Community college administrators
- Military representatives
- Staff of nonprofits

#### Accessibility



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Knapp-Sanders Building  
Campus Box 3330, UNC Chapel Hill  
Chapel Hill, NC 27599-3330  
T: 919 966 5381 | F: 919 962 0654

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## Community Profile and Experience with Opioid Crisis

Communities may apply as an individual county team, a municipal-county partnership, or a multi-county collaborative. Note that in any of these combinations, **at least one county** must be represented.

Your community team may also include nonprofits, health care providers, additional government agencies (e.g., military base or VA), or other stakeholders as appropriate to your community. We'll ask about these team members later in the application.

**Please identify the local government(s) on your community team**, including at least one county.

County(s) on your team

Other local governments on your team (if any)

Among the ten community teams we ultimately select, we'd like to be sure we have a mix of different types of communities in different regions across the state.

**Please describe your community.** For example, you could tell us about its demographics; its rural, urban, or suburban character; or its dominant industries. There are no wrong answers here – feel free to include whatever seems important to you.

Please describe the **magnitude of the opioid crisis** in your community.

Please describe your community's **prior or ongoing experiences** with opioid crisis mitigation efforts, if any.

Characters remaining: 999

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## Identifying the Core Team

Through the application process, communities must identify a **core team of three key individuals** representing different local governments, departments, and/or organizations. If your community is selected, this core team will serve as the executive committee for the broader community effort and will identify members of the full community team.

**Please identify your core team below.** If your community's application includes multiple local governments, or multiple departments within a local government, the members of the core team should reflect those different organizations. (Please include name, organization, and job title for each; there is no need to include contact information at this time.)

Core team member #1

Nina Oliver, Rowan County Publi

Core team member #2

Judith Klusman, Rowan County C

Core team member #3

Kevin Auten, Rowan County She

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## Identifying Possible Members of the Full Community Team

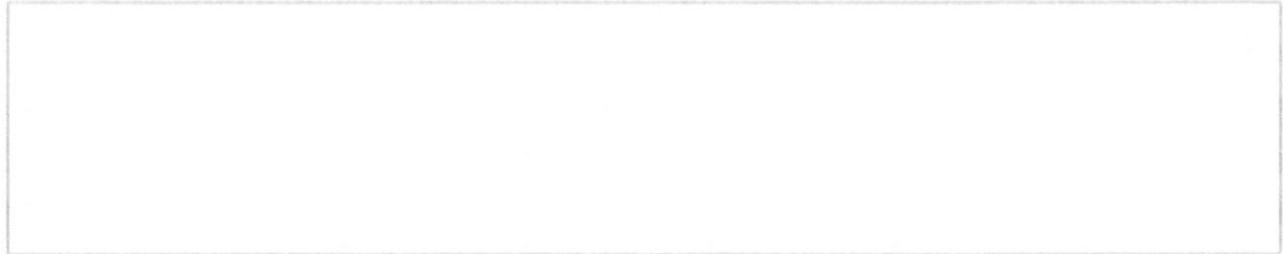
If your community is selected for the program, the core team will then work to identify **the full community team**. The community team will be a diverse group of local government officials and key community actors, all committed to active participation in the two-year program. As needed, the School of Government will assist communities with a stakeholder identification exercise to help build the full team.

Given that each community has different needs and different key stakeholders, composition of the teams will vary (but must include at least one county official). Among others, community teams may include, but are not limited to, the following individuals:

- Elected officials
- City and county managers
- Public health officials
- Mental health officials
- Social services officials
- Law enforcement officials
- Emergency medical services (EMS)
- Judges and/or magistrates
- Attorneys
- Superintendents of school systems
- Public library representatives
- Community college administrators
- Military representatives
- Nonprofits



**Please list preliminary partners or key stakeholders that you would consider asking to join your community team if your application is selected.** Include name, organization, and job title for each person to the extent they are known. (There is no need to include contact information at this time.)

[Back](#)[Next](#)

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## Letters of Support and Point of Contact

Community support will be vital for the success of your community team. Please use the file upload portal below to upload **three letters indicating that relevant leadership supports the organization's participation in this two-year program**. Acceptable file formats include PDFs, Word documents, and common image files.

If your three letters are saved together in one file, you may upload that file in the first portal below. If they are in three separate files, you must use all three portals (only one file per portal).

Cardinal Innovation Healthcare.pdf

**38.6 KB**

application/pdf

Second file upload portal (if needed)

Novant Medical Center.pdf

**0.3 MB**

application/pdf

Third file upload portal (if needed)

RC Manager's Office.pdf

**0.2 MB**

application/pdf

Finally, please identify a **single point of contact** who can answer questions about this application.

Name	Nina Oliver
Organization	Rowan County
Job title	Public Health Director
Daytime phone number	704-216-8871
Email address	Nina.Oliver@rowancc

[Back](#)

[Next](#)

Powered by Qualtrics



March 20, 2018

**Via Email  
Followed by First Class Mail**

Nina Oliver  
Public Health Director  
Rowan County  
1811 East Innes Street  
Salisbury, North Carolina

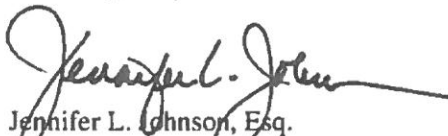
Re: Letter of Support

Dear Ms. Oliver:

Cardinal Innovations Healthcare is pleased to offer this letter of support for the application by Rowan County for the UNC School of Government/Blue Cross Blue Shield of NC Opioid Grant ("the Grant"). Cardinal Innovations is a managed care organization covering 1.4 million individuals in North Carolina, managing Medicaid, state and most local funding for mental health, intellectual and developmental disability, and substance use/addiction services in our covered areas. The Grant will provide much needed support for the implementation of best policy and practice in Rowan County to address the opioid crisis.

We know that Rowan County has been deeply affected by the opioid crisis. Data shows that it has one of the highest rates of unintentional overdose deaths in North Carolina, with a rate of 20.5 as compared to a regional and state rate of 12.1 and 12.2, respectively. Cardinal Innovations has partnered with Rowan County on this front since 2017, serving on its Opioid Planning Committee, which hosted Rowan County's first opioid forum in August 2017 and which will do so again in May 2018. We are proud of our partnership with Rowan County and the work we are doing together. Cardinal Innovations is happy to support Rowan County's application for the Grant.

Sincerely,



Jennifer L. Johnson, Esq.  
Compliance Manager, Network Management  
Cardinal Innovations Healthcare  
Office: 980-938-4079  
Email: [Jennifer.Johnson@cardinalinnovations.org](mailto:Jennifer.Johnson@cardinalinnovations.org)

\*\*\* *This Letter of Support does not serve to guarantee future or additional contracting with any entity or health care provider.*





Rowan Medical Center

612 Mocksville Avenue  
Salisbury, NC 28144

March 14<sup>th</sup>, 2018

Dear UNC School of Government,

Rowan County is the home to many things like a strong local news paper, Cheer Wine, Food Lion, the Salisbury VA, and numerous tourist attractions. Salisbury, the county seat of Rowan County, is a beautiful place, but has truly been affected by the opioid epidemic in recent years. The epidemic's effects have now reached the majority of Rowan's citizens, young and old. The abusive use of prescription pain killers and opioids have negatively impacted multiple facets of our community.

The extremity of this crisis is easily visible in multiple statistics. According to the NC Injury and Violence Prevention Branch, Rowan County's rate of hospitalizations associated with drug withdrawal syndrome in newborns per 1000 live births from 2012-2016 is 13.6, where as region 4 and the state have hospitalization rates of 6.7 and 9.0. In Rowan, the rate of outpatient opioid pills dispensed for 2016 was 86.1, compared to region 4 at 58.9 and the state at 66.5. Novant Health Rowan Medical Center's medical providers are actively working to combat this devastating statistic by complying with the NC Strengthen Opioid Misuse Prevention (STOP) Act – House Bill 243. Novant providers have limited first-time prescriptions of targeted controlled substances for acute pain to nothing more than five days.

To address the opioid crisis in the county, Rowan County Health Department and my organization, Novant Health Rowan Medical Center (NHRMC), have worked together to help the community. Novant has donated CPR barrier masks and disposable medical gloves for each Narcan kit supplied at Rowan County Health Department. NHRMC also has a medication drop box on its campus due to collaboration with RCHD's Health Education department. Any individual can properly dispose of un-used medications and drugs that are then picked up and incinerated by the Rowan County Sheriff's Department.

My organization commits to responding to the opioid crisis in Rowan County. We support the Rowan County Health Department and other community agencies in providing resources and time to reduce the effects of addicting drugs on the citizens of Rowan County and the state of North Carolina. We would gladly participate in a core team of participants. Please feel free to contact me for more information.

Kind Regards,

A handwritten signature in cursive script that reads 'Darise D Caldwell'.

Darise D Caldwell, RN, PhD, FACHE  
President, Novant Health Rowan Medical Center





March 21, 2018

Dear UNC School of Government,

Rowan County, like many communities across the nation, is in the midst of an opioid crisis with overdoses occurring frequently. The opioid and heroin epidemic of Rowan County has claimed loved ones, shattered lives, and broken families. This is a major public health crisis that requires immediate attention as Rowan County has one of the highest overdose death rates in North Carolina. Rowan is a very family oriented location that offers urban and rural fun for memories that can last a lifetime. Dan Nicholas Park, Patterson Farm, Lazy 5 Ranch, and the NC Transportation Museum are just few of the many places that our community embraces. However, Rowan is suffering with addiction and causing many implications within our community that affect not only the health, but also the daily lives of Rowan residents.

Calls to police and emergency rooms for heroin and opioid overdoses in Rowan County have more increased. EMS crews routinely respond to overdose calls and sometimes to the same location multiple times. The North Carolina Injury and Violence Prevention Branch found that the number of hospitalizations associated with drug withdrawal syndrome in newborns per 1,000 births in Rowan County is 13.6 compared to the entire state of North Carolina's rate of 9.0. The opioid crisis not only impacts individuals alone, but it also impacts children and families of our community.

To address the opioid crisis in the county, Rowan County Health Department and the county administration have worked together to help the community's opioid crisis. The county has supported and promoted the first opioid forum with a commissioner lead "Meeting in a Box" and supported a drug take-back event resulting in disposing of over 200 pounds of pills. The county is also supporting and promoting the second opioid forum by contributing to costs and hosting the forum in the West End Plaza, taking place in mid-May. Also, the county has promoted the medication drop boxes around Rowan County and helped provide resources for Narcan Kits to be distributed from the Health Department.

Rowan County Administration commits to responding to the opioid crisis in Rowan County. We support the Rowan County Health Department and other community agencies in providing resources and time to reduce the effects of addicting drugs on the citizens of Rowan County and the state of North Carolina. We would gladly participate in a core team of participants. Please feel free to contact me for more information.

Sincerely,



Digitally signed by Aaron Church  
DN: cn=Aaron Church, o=Rowan  
County, ou=County Manager,  
email=aaron.church@rowancountyn  
c.gov, c=US  
Date: 2018.03.21 09:35:24 -04'00'

Aaron Church  
County Manager





**Please identify the local government(s) on your community team:**

Rowan County and City of Salisbury

**Please describe your community:**

Rowan County's picturesque country settings and agricultural lifestyle is home to over 138,000 people. Although drug deaths are rising in all fifty states, according to the CDC, significant increases are seen in the most recent census for the Northeast and South areas of our country, which includes North Carolina. A report released by the North Carolina Department of Health and Human Services in June 2017 confirmed that North Carolina is struggling with an opioid epidemic. This report stated that unintentional opioid overdose has claimed more than 12,000 lives in NC since 1999. Governor Cooper stated "North Carolina is losing lives to opioid." By June 2017, Rowan County Emergency Medical Services had reported administering Naloxone 284 times. Recently, there has been conversation related to the opioid crisis and what communities and individuals can do to fight this difficult issue across the county and state. We are taking the next step in this process.

**Please describe the magnitude of the opioid crisis in your community:**

In Rowan County, 29 individuals died from an opioid-related overdose in 2015. When comparing the 2015 number of opioid-related deaths in RC to surrounding counties, data shows that more fatal cases occurred in RC than Cabarrus, Davidson, Davie, and Iredell counties. In August 2017, the Rowan County Sheriff's Department stated that they had already responded to 73 drug overdose cases, some being fatal. In the first six months of 2017, Rowan County Emergency Medical Services reported administering Naloxone (also known as Narcan), a medication used to counter the effects of opioid overdose, 284 times. All of this combined, lands RC as one of the top ten counties in NC having the biggest issue with opioid addiction.

**Please describe your community's prior or ongoing experiences with opioid crisis mitigation efforts:**

We have provided medication take-back boxes. Since July 2016 we have collected over 3,200 pounds of medication. We have created Narcan Rescue Kits to educate citizens. There are 180 kits available. Distribution of Narcan is offered to the public free of charge. We have distributed 17 kits.

Kits contain: a description of what is Narcan/Naloxone, how to properly store it, CPR Barrier Shield, pair of surgical gloves, copy of the NC Good Samaritan Law, Quick Start Guide on how to use Narcan Nasal Spray (English and Spanish), Quick Start Guide of how to use Evzio Intramuscular Injection, Daymark Recovery Services brochure, 24-Hour Access/Crisis Line brochure from Cardinal Innovations Healthcare, After an Emotional Crisis Brochure from Cardinal Innovations Healthcare.

August 30, 2017 was our first Rowan County Leadership Forum on Opioids.

May 15 is our 2nd Opioid Forum.

We have established an Opioid Planning Committee.

**3-5 Core Team Members:**

Core Team Member 1: Nina Oliver, Rowan County Public Health Director

Core Team Member 2: Judith Klusman, Rowan County Commissioner

Core Team Member 3: Sheriff Kevin Auten, Rowan County Sheriff

**Full Community Team:**

Judy Klusman, Rowan County Commissioner

Aaron Church, Rowan County, County Manager

Lane Bailey, City of Salisbury, City Manager

Nina Oliver, Rowan County Health Department, Public Health Director

Reid Thornburg, Cardinal Health

Donna Fayko, Rowan County, DSS Director

Sheriff Kevin Auten, Rowan County, Sheriff

Chief Jerry Stokes, Salisbury Police Department

Chris Soliz, Rowan County Emergency Services, Director

Jeff Morris, Attorney at Law

Carol Ann Houpe, Rowan Salisbury Schools, Director of Student Services

Jeff Hall, Rowan County, Library Services Director

Representative from the VA Clinic

Alyssa Smith, Healthy Rowan

Jessica Ijames, Novant Health

Miriam Ramirez, Capstone Recovery

Toi Degree, Smart Start Rowan

Mary Ponds, Former Granite Quarry Mayor

Al Heggins, City of Salisbury, Mayor

**Letters of Support:**

1- Cardinal Health

2- Novant Health

3- Rowan County Manager's Office

**Contact Person:**

Nina Oliver

704-216-8871

Nina.Oliver@rowancountync.gov

March 20, 2018

Via Email  
Followed by First Class Mail

Nina Oliver  
Public Health Director  
Rowan County  
1811 East Innes Street  
Salisbury, North Carolina

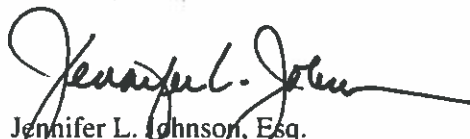
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Jennifer L. Johnson, Esq.  
Compliance Manager, Network Management  
Cardinal Innovations Healthcare  
Office: 980-938-4079  
Email: [Jennifer.Johnson@cardinalinnovations.org](mailto:Jennifer.Johnson@cardinalinnovations.org)

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Sincerely,

Aaron Church  
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:** Finance Department  
**DATE:** 3/23/18  
**SUBJECT:** Purchase Requisition for Dell Computers

---

Please see the attached purchase requisition.

Please approve the attached purchase requisition for the purchase of 51 Dell Laptops, 11 docking stations and 29 Dell Desktop Computers.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Purchase Requisition for Dell Computers	3/23/2018	Cover Memo





Bill To  
ROWAN CO INFORMATION SYSTEMS  
SUITE 310  
130 W. INNES STREET  
SALISBURY, NC  
28144  
IS-SupportRenewals@rowancountync.gov

Requisition 00000628-00 FY 2018

Acct No:  
1154160-576920  
Review:  
Buyer:

Status: Released

Page 1

Vendor  
DELL COMPUTER CORPORATION  
DELL MARKETING LP  
PO BOX 534118  
ATLANTA, GA 30353-4118

Ship To  
ROWAN CO INFORMATION SYSTEMS  
SUITE 310  
130 W. INNES STREET  
SALISBURY, NC 28144  
IS-SupportRenewals@rowancountync.gov

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/15/18	005934				INFORMATION SYSTEMS
LN	Description / Account	Qty	Unit Price	Net Price	
001	Dell Latitude 5480	51.00 EACH	899.00000	45849.00	
1	1154160-576920		45849.00		
	Ship To ROWAN CO INFORMATION SYSTEMS SUITE 310 130 W. INNES STREET SALISBURY, NC 28144				
002	Dell Business Dock - WD15 with 180w adapter	11.00 EACH	179.00000	1969.00	
1	1154160-561095		1969.00		
	Ship To ROWAN CO INFORMATION SYSTEMS SUITE 310 130 W. INNES STREET SALISBURY, NC 28144				
003	Dell OptiPlex 3050	29.00 EACH	510.00000	14790.00	
1	1154160-576920		14790.00		





Bill To  
ROWAN CO INFORMATION SYSTEMS  
SUITE 310  
130 W. INNES STREET  
SALISBURY, NC  
28144  
IS-SupportRenewals@rowancountync.gov

Requisition 00000628-00 FY 2018

Acct No:  
1154160-576920  
Review:  
Buyer:

Status: Released

Page 2

Vendor  
DELL COMPUTER CORPORATION  
DELL MARKETING LP  
PO BOX 534118  
  
ATLANTA, GA 30353-4118

Ship To  
ROWAN CO INFORMATION SYSTEMS  
SUITE 310  
130 W. INNES STREET  
SALISBURY, NC 28144  
IS-SupportRenewals@rowancountync.gov

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/15/18	005934				INFORMATION SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

Ship To  
ROWAN CO INFORMATION SYSTEMS  
SUITE 310  
130 W. INNES STREET  
SALISBURY, NC 28144

## Requisition Link

Requisition Total

62608.00

### \*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
1154160-561095	1969.00	16911.49
INFORMATION SYSTEMS EXPENSES		
1154160-576920	60639.00	36841.15
INFORMATION SYSTEMS EXPENSES		
NON FA - TECHNOLOGY		

### \*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
Approved	03/21/18	Randy J. Cress	
Queued	03/21/18	Teresa F. Sharpless	Hold for BOC Approval
Queued	03/21/18	David Sifford	Hold for BOC Approval
Pending		Jane H Moore	Hold for BOC Approval

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

Signature

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



## Sifford, David

---

**From:** Moore, Jane H  
**Sent:** Thursday, March 22, 2018 2:57 PM  
**To:** Sifford, David  
**Cc:** Sharpless, Teresa F.; Cress, Randy J.; Crabtree, Justin D.  
**Subject:** Dell Purchase

**Importance:** High

David

Please add the purchase for Purchase Requisition # 628 for Dell in the amount of \$62,608.00 to the agenda for the next Board of Commissioners meeting. Thanks for your help.



NORTH CAROLINA

*Be an original.*

Jane Moore | Administrative Secretary  
**Rowan County Information Technology**  
130 West Innes Street, Salisbury, NC 28144  
[p] 704.216.8120  
[www.rowancountync.gov](http://www.rowancountync.gov)



Reg # 628.

Sales rep: Trish Unzicker | 3000023012040.1



## A quote for your consideration!

Total: \$51,165.24

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b> 3000023012040.1	<b>Quote date:</b> Mar. 9, 2018	<b>Quote expiration:</b> Apr. 8, 2018	<b>Deal ID:</b> 13114531
<b>Company name:</b> ROWAN COUNTY	<b>Customer number:</b> 12381243	<b>Phone:</b> (704) 216-8114	
<b>Sales rep information:</b> Trish Unzicker Trish_Unzicker@DellTeam.com (800) 456-3355 Ext: 80000	<b>Billing Information:</b> ROWAN COUNTY 130 W INNES ST SALISBURY NC 28144-4375 US (704) 216-8114		

## Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Latitude 5480	51	\$899.00	\$45,849.00
Dell Business Dock - WD15 with 180W adapter	11	\$179.00	\$1,969.00
		<b>Subtotal:</b>	<b>\$47,818.00</b>
		<b>Shipping:</b>	<b>\$0.00</b>
		<b>Environmental Fees:</b>	<b>\$0.00</b>
		<b>Non-Taxable Amount:</b>	<b>\$0.00</b>
		<b>Taxable Amount:</b>	<b>\$47,818.00</b>
		<b>Estimated Tax:</b>	<b>\$3,347.24</b>
		<b>Total:</b>	<b>\$51,165.24</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

**Dear Customer,**

Your Quote Is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

























































Trish Unzicker

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

**Shipping Group 1**

<b>Shipping Contact:</b>	<b>Shipping phone:</b>	<b>Shipping via:</b>	<b>Shipping Address:</b>
RANDY CRESS	(704) 216-8114	Standard Ground	130 W INNES ST SALISBURY NC 28144-4375 US

SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 5480	51	\$899.00	\$45,849.00
	Estimated delivery date: Mar. 29, 2018			
	Contract No: 54AHJ			
	Customer Agreement No: 204A-ITS-400203			
210-AKKH	Dell Latitude 5480 XCTO	51	-	
379-BCFX	6th Generation Intel Core i5-6300U (Dual Core, 2.4GHz, 3MB cache)	51	-	
605-BBMN	Ubuntu Linux 16.04	51	-	
630-AAPK	No Productivity Software	51	-	
338-BLSF	6th Generation Intel Core i5-6300U Processor Base, Integrated Intel HD Graphics 520	51	-	
551-BBBJ	No Intel Responsive	51	-	
631-ABEG	Intel Vpro Technology Enable	51	-	
370-ADHZ	4GB, 1x4GB, 2400MHz DDR4 Memory	51	-	
400-AOQO	128GB M.2 2280 SSD	51	-	
575-BBKU	M.2 SSD SATA Hard Drive Bracket	51	-	
340-ADBJ	No Additional Hard Drive	51	-	
320-BCEL	Non-Touch FHD LCD WWAN Cover	51	-	
325-BCFN	Non-Touch bezel with camera	51	-	

391-BCZU	35.6cm (14.0") Non-Touch Anti-Glare FHD (1920 x 1080)	51		
583-BDNW	Internal US-English Qwerty Dual Pointing Backlit Keyboard	51		
570-AADK	No Mouse	51		
555-BDFW	Intel Dual-Band Wireless-AC 8265 Driver	51		
555-BDGD	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2	51		
362-BBBB	No Wireless WWAN Card	51		
451-BBXV	Primary 4-cell 68W/HR Battery	51		
492-BBXF	65W AC Adapter, 3-pin	51		
346-BCEH	Dual Pointing Palmrest No Security	51		
817-BBBB	No FGA	51		
450-AAEJ	US Power Cord	51		
340-ACQQ	No Option Included	51		
332-1286	US Order	51		
430-XXYG	No Resource DVD / USB	51		
460-BBEX	No Carrying Case	51		
340-AASE	No Setup and Features Guide	51		
387-BBLZ	Energy Star 6.1	51		
575-BBCH	No Stand included	51		
800-BBGT	BTO Standard Shipment (\$)	51		
620-AAOH	No Media	51		
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	51		
658-BDKD	System Shipment, Latitude 5480	51		
452-BBSE	No Docking Station	51		
389-BCGW	No UPC Label	51		
340-AAPP	Direct ship Info Mod	51		
340-BKFW	Mix Model Packaging DAO	51		
389-BEYY	Regulatory Label included	51		
389-BHHB	Intel Core i5 vPRO Processor Label	51		

650-AAAM	No Anti-Virus Software	51	-	-
429-AA70	No Removable CD/DVD Drive	51	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	51	-	-
997-8317	Dell Limited Hardware Warranty	51	-	-
997-8366	ProSupport Plus: Next Business Day Onsite, 1 Year	51	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	51	-	-
997-8380	ProSupport Plus: 7x24 Technical Support, 3 Years	51	-	-
997-8381	ProSupport Plus: Next Business Day Onsite, 2 Year Extended	51	-	-
997-8382	ProSupport Plus: Keep Your Hard Drive, 3 Years	51	-	-
997-8383	ProSupport Plus: Accidental Damage Service, 3 Years	51	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Business Dock - WD15 with 180W adapter	11	\$179.00	\$1,969.00
	Estimated delivery date: Mar. 22, 2018			
	Contract No: 54AHJ			
	Customer Agreement No: 204A-ITS-400203			
450-AEU0	Customer Kit, Dell Dock Type C - 180W	11	-	-
			<b>Subtotal:</b>	<b>\$47,818.00</b>
			<b>Shipping:</b>	<b>\$0.00</b>
			<b>Environmental Fees:</b>	<b>\$0.00</b>
			<b>Estimated Tax:</b>	<b>\$3,347.24</b>
			<b>Total:</b>	<b>\$51,165.24</b>



Unless you have a separate written agreement that specifically applies to this order, your order is subject to Dell's Terms of Sale (for consumers the terms include a binding arbitration provision). Please see the legal disclaimers below for further information.

## Important Notes

### Terms of Sale

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If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P.

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Reg # 628

Sales rep: Trish Unzicker | 3000023365081.1



## A quote for your consideration!

Total: \$15,825.28

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Quote number:</b> 3000023365061.1	<b>Quote date:</b> Mar. 21, 2018	<b>Quote expiration:</b> Apr. 20, 2018	<b>Deal ID:</b> 13114531
<b>Company name:</b> ROWAN COUNTY	<b>Customer number:</b> 12381243	<b>Phone:</b> (704) 216-8114	
<b>Sales rep information:</b> Trish Unzicker Trish_Unzicker@DellTeam.com (800) 456-3355 Ext: 80000	<b>Billing Information:</b> ROWAN COUNTY 130 W INNES ST SALISBURY NC 28144-4375 US (704) 216-8114		

## Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 3050 SFF	29	\$510.00	\$14,790.00
		<b>Subtotal:</b>	\$14,790.00
		<b>Shipping:</b>	\$0.00
		<b>Environmental Fees:</b>	\$0.00
		<b>Non-Taxable Amount:</b>	\$0.00
		<b>Taxable Amount:</b>	\$14,790.00
		<b>Estimated Tax:</b>	\$1,035.28
		<b>Total:</b>	\$15,825.28

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Trish Unzicker

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

<b>Shipping Contact:</b>	<b>Shipping phone:</b>	<b>Shipping via:</b>	<b>Shipping Address:</b>
RANDY CRESS	(704) 216-8114	DELL Standard Delivery	130 W INNES ST SALISBURY NC 28144-4375 US

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 3050 SFF	29	\$510.00	\$14,790.00
	Estimated delivery date: Apr. 6, 2018			
	Contract No: 54AHJ			
	Customer Agreement No: 204A-ITS-400203			
210-AKHR	OptiPlex 3050 Small Form Factor XCTO	29	-	-
338-BHUF	Intel Core i5-6500 (QC/6MB/4T/3.2GHz/65W); supports Windows 7/8.1/10/Linux	29	-	-
605-BBMN	Ubuntu Linux 16.04	29	-	-
630-AAPK	No Productivity Software	29	-	-
370-ADJU	8GB 1x8GB 2400MHz DDR4 Memory	29	-	-
400-ANPL	3.5" 500GB 7200rpm SATA HDD	29	-	-
401-AANH	2nd Hard Drive: not included	29	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	29	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	29	-	-
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	29	-	-
385-BBCR	No Media Card Reader	29	-	-
555-BBFO	No Wireless LAN Card	29	-	-
555-BBFO	No Wireless LAN Card	29	-	-

382-BBBZ	No Add On Card	29	-	-
321-BCJW	OptiPlex 3050 SFF with 180W Standard Power Supply (APFC)	29	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	29	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	29	-	-
470-AAJL	NO ADAPTER	29	-	-
817-BBBC	Not selected in this configuration	29	-	-
640-BBJD	Info Sku OS Software Linux/ Embedded	29	-	-
620-AALW	OS-Windows Media Not Included	29	-	-
387-BBCG	No ESTAR	29	-	-
817-BBBB	No FGA	29	-	-
461-AAEE	Chassis Intrusion Switch SFF	29	-	-
575-BBIX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	29	-	-
332-1286	US Order	29	-	-
340-ABJI	No Diagnostic/Recovery CD media	29	-	-
340-ABKW	No Quick Reference Guide	29	-	-
631-ABFE	No Out-of-Band Systems Management	29	-	-
551-BBBJ	No Intel Responsive	29	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	29	-	-
329-BBJL	TPM Enabled	29	-	-
389-BCGW	No UPC Label	29	-	-
340-BKFK	Ship Material for Opti 5050 SFF	29	-	-
389-BBUU	Shipping Label for DAO	29	-	-
632-BBBJ	CMS Software not included	29	-	-
389-BHIB	Intel(R) Core(TM) i5 Label	29	-	-
461-AABF	No CompuTrace	29	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	29	-	-
389-BRLH	MOD,LBL,REG,SFF,JSD2,3050,APFC	29	-	-
800-BBIO	Desktop BTO Standard shipment	29	-	-



803-8583	Dell Limited Hardware Warranty Plus Service	29	*	-
803-8590	Onsite Service After Remote Diagnosis 3 Years	29	*	-
Subtotal:				\$14,790.00
Shipping:				\$0.00
Environmental Fees:				\$0.00
Estimated Tax:				\$1,035.28
Total:				\$15,825.28

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For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** March 27, 2018  
**SUBJECT:** Veterans Council Lease Amendment For Space At West End Plaza

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Current Lease- Unit B-9	3/27/2018	Cover Memo
Proposed Lease Amendment	3/27/2018	Cover Memo

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF ROWAN

THIS LEASE AGREEMENT is made this the <sup>44</sup>5<sup>th</sup> day of July, 2016, by and between Rowan County, a body politic, hereinafter called Landlord, and the Rowan County Veterans Honor Guard, a North Carolina non-profit corporation, hereinafter called Tenant:

WITNESSETH:

Subject to the terms and conditions and mutual promises hereinafter set forth, the Landlord hereby demises and lets and the Tenant hereby rents from said Landlord the following described premises located in Salisbury, Rowan County, North Carolina:

WEST END PLAZA – Approximately 2700 square feet known as Unit B-9; together with public access to and from the Premises.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise pertaining to the said Tenant and to be used by Tenant for the specific purpose of operating a Public Purpose Veterans Services office, and for such purposes as are usual and customary in the conduct of such business and for no other purpose or purposes for the term of five (5) years (plus the fractional portion, if any, of the month during which the lease commences).

FURTHERMORE, it is understood that this Lease is for a public purpose and the Tenant's existence is a public purpose. Tenant operates on a small budget of funds raised from fundraisers and individual donations, and the financial obligations of Tenant herein are intended to be minimal as to maintenance and utility expenses.

1. Commencement Date. The lease term hereof shall begin and rent shall commence to accrue July 5, 2016, and this Lease Agreement shall be effective through July 4, 2021 unless earlier terminated as provided herein, specifically Paragraphs 9, 23 and 27.

2. Rental:

(a) Minimum Rent. Tenant agrees to pay to Landlord the sum of ONE (\$1.00) Dollar per month, payable annually on or before the first day of each annual term.

(b) Late Payments and Interest. If Tenant shall fail to pay, when the same is payable, any charges or payments required to be paid by Tenant hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 18% per annum (but no less than \$50.00, to cover Landlord's administrative



expenses), and Tenant shall reimburse Landlord for reasonable attorney's fees, if any, incurred by Landlord by reason of default by Tenant.

3. Taxes and Licenses. The Tenant shall obtain its' annual business license from the City of Salisbury, and file an annual business personal property tax listing with the Rowan County Tax Office.

4. Care of Premises. The Tenant shall take good care of the premises hereby leased or demised and the appurtenances thereof, and at the end or other expiration of the term of this lease shall deliver up said premises in good order and condition, ordinary wear and tear excepted. If Tenant should fail to deliver up said premises in good order and condition, Landlord may have necessary work performed to render the premises in good order and condition, and Tenant agrees to compensate Landlord for such service.

5. Alterations and Additions. The Tenant shall not make any alterations, additions or improvements, including major electrical wiring changes, to the premises hereby leased and demised without first obtaining from the Landlord its written consent, and all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of this lease shall inure to the benefit of and be the property of the Landlord upon the termination and end of this lease and shall be surrendered with the premises when the same are surrendered by the Tenant to the Landlord. With regard to any alterations, additions or improvements made without Landlord's consent, Landlord shall have the option upon the termination and end of this lease to accept such alterations, additions or improvements or to require Tenant to restore the premises to their condition prior to said alterations, additions or improvements.

6. Compliance with Laws, Rules and Regulations. The Tenant, at its own cost and expense, shall comply with all rules, regulations and requirements of the State and City Government or of the Government of the United States, or any of the departments or bureaus thereof, applicable to the leased or demised premises for the prevention or abatement of nuisances or other matters arising out of the manner of the occupancy of said premises during the said term, and the said Tenant shall moreover comply with all reasonable rules and regulations of the Landlord with respect to the management and use of said premises. As may be necessary from time to time, Landlord may provide written rules and regulations regarding parking.

7. Inspection. The Tenant agrees that the Landlord and its agents or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

8. Common Expenses & Facilities. Landlord shall at all times during the term of

this lease maintain in good condition and repair the parking areas, driveways and footwalks in the Plaza. These and other common areas, facilities and improvements for the benefit of the Plaza shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of the common facilities, to restrict parking by tenants and their employees to employee parking areas, and to make all rules and regulations and do such other things from time to time as in Landlord's discretion may be necessary regarding said facilities.

9. Continuation of Public Purpose Covenant. In the event that Tenant should discontinue its public purpose of providing United States military veterans services in the demised premises for more than thirty days, unless said discontinuance is pursuant to Tenant's bona fide program of remodeling or other improvement of the premises for continuing its business therein, then Landlord shall have the absolute right to terminate this Lease Agreement effective immediately upon the thirtieth day (30<sup>th</sup>) of such discontinuance of Tenant's public purpose.

10. Glass Breakage. It is specifically understood and agreed that Tenant shall be responsible for all glass breakage except such breakage as may be covered under the fire and extended coverage insurance policy or policies carried by Landlord.

11. Indemnity. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the demised premises, including loading and unloading and sidewalk areas, except that Tenant shall not be liable for damage resulting from Landlord's gross negligence or willful misconduct. A party's obligation under this paragraph shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the other party.

12. Insurance. Tenant at its cost shall maintain public liability and property damage insurance with liability limits of not less than \$500,000 per person and \$1,000,000 per occurrence, and property damage limits of not less than \$100,000 per occurrence, with an aggregate coverage of \$200,000 insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 11. Tenant agrees that, at least every two years, it will review the amount of its public liability and property damage insurance coverage and that it will make appropriate increases in the foregoing required coverage as appropriate to assure reasonable and adequate coverage limits. Tenant shall at all times maintain insurance coverage on its merchandise, inventory and all business personal property in the amount of at least Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars.

If during the term of this Lease the demised premises are used by the Tenant for any purpose or in any manner that causes an increase in the rates of Landlord's all risk and/or public liability insurance, the Tenant will pay the additional premium caused thereby. Tenant will provide and pay for all insurance on its own contents, improvements, alterations, and fixtures in the demised premises. This shall be payable on a monthly basis as specified in Article 8.

13. Waiver of Subrogation. The parties release each other and their respective authorized representatives from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

14. Other Insurance Matters. All the insurance required of Tenant under this lease shall contain an endorsement requiring thirty days' written notice from the insurance company to both parties and Landlord's lender, if any, before cancellation or change in the coverage, scope or amount of any policy. All such insurance shall name Landlord as an additional insured. A certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement of the term, and on renewal of the policy not less than five days before expiration of the term of the policy.

15. Destruction by Fire or Casualty. If, during the term, the premises or the building and other improvements in which the premises are located are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building and other improvements in which the premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within 180 working days after the date of the destruction; provided, however, Landlord shall not be obligated to restore Tenant's fixtures, personal property, or improvements or alterations made by Tenant. Such destruction shall not terminate this lease.

If the restoration cannot be made in the time stated above, then within fifteen days after the Landlord notifies Tenant that the restoration cannot be made in the said stated time, Tenant may terminate this lease immediately by giving written notice to Landlord. If Tenant fails to terminate this lease and if restoration is permitted under the existing laws, Landlord, at its election, may either terminate this lease or restore the premises or the building and other improvements in which the premises are located within a reasonable time and this lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party may terminate this lease immediately by giving notice to the other party.

16. Utilities and Equipment. Landlord shall maintain the premises and pay for all electrical utilities. Tenant shall pay for its fuel, water, and any other utilities and all other services for the demised premises. It is specifically agreed that the doors, all air conditioning, heating, plumbing, electrical and lighting equipment now or hereafter placed on the leased premises during the term of this lease shall become a part of the leased premises and shall be the property of Landlord, and Tenant shall have no claim whatsoever against said fixtures and equipment.

17. HVAC. Landlord shall be responsible for maintenance, repair and replacement of the HVAC units servicing the demised premises.

18. Delivery and Receiving. Tenant agrees that the receiving and unloading of merchandise shall be conducted in the receiving areas at the rear of the leased premises and that receiving and unloading shall not be handled at the front of the building after 9:00 a.m. except in cases of emergency. Tenant agrees to keep said delivery area clean and free from trash and rubbish at all times.

19. Signs and Exterior Space. Tenant agrees that no signs or other advertising matter shall be painted or attached to the outside walls of the leased premises or otherwise placed on the outside of the leased premises without the written consent of the Landlord. It is specifically agreed that all outside signs and decorations of every kind and nature must first be approved by Landlord before being placed on the leased premises. Use of space outside of the store building, whether under the canopy or elsewhere, shall only be by and with the written consent of the Landlord. No signs shall be attached or posted to the front windows without prior written consent of Landlord. No vending machines shall be permitted outside the store building without prior written consent of Landlord.



20. Trade Fixtures. It is understood and agreed that Tenant may install such fixtures and appliances as may be necessary for the proper conduct of its business and at the expiration of this lease may remove any and all such removable fixtures with the exception of automatic doors, air conditioning, heating, plumbing, electrical and lighting equipment or fixtures, provided that Tenant shall repair any damage caused by such removal.

21. Repairs. During the term of this lease Tenant and Landlord shall work together to determine which party is responsible for certain repairs. Generally, Landlord shall be responsible for all repairs, including replacement of light bulbs; provided, however, Landlord shall not be responsible for damages and repairs necessitated by Tenant's use and/or negligence. It shall be the duty of Landlord to make any necessary repairs to the outside walls, roof and structural portions of the leased premises except for any such repairs made necessary by the fault, act or negligence of Tenant or its servants, employees, agents, customers or invitees in which case Tenant shall be responsible for said repairs.

22. Quiet Enjoyment. The Landlord hereby agrees that the Tenant, upon paying the rent as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold and enjoy said premises during said term, free from the adverse claims of any person, firm or corporation, and the Landlord will pay all taxes and assessments that shall be lawfully levied upon the same except such taxes as those for which the Tenant shall be primarily liable.

23. Default. If Tenant shall continue in default in payment of any rental or other sum of money becoming due hereunder for a period of ten days after the due date therefor; or, if Tenant shall default in the performance of any other covenant of this Lease, specifically Paragraph 9 above, and does not remedy such default within thirty days after written notice thereof or does not within such thirty day period commence such act or acts as shall be necessary to remedy such default, and complete such act or acts promptly; or, if Tenant shall become insolvent or be adjudicated bankrupt, or file in any court a petition in bankruptcy or other debtor proceedings, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant; or, if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the benefit of creditors; or, if Tenant shall vacate or abandon the demised premises or any substantial part thereof, or suffer the lease to be taken or encumbered under any legal process and such taking or encumbrance is not dissolved within twenty days; then, in any such event, Landlord shall have the right and option to terminate this Lease and shall have the immediate right of re-entry to remove all persons and property from the demised premises and dispose of or store such property as it sees fit, all without resort to legal process and without being deemed guilty of trespass.

Landlord may relet the premise or a portion of the premises for any reasonable use, and Landlord shall be entitled to recover from Tenant an amount equal to the amount of all rents reserved under this Lease, less the net rent, if any, collected by the Landlord on reletting the demised premises. Net rent collected on reletting by the Landlord shall be computed by deducting from the gross rent collected all expenses incurred by the Landlord in connection with the reletting of the premises, including broker's commissions and the cost of repairing, renovating or remodeling said premises. In the event of termination upon Tenant's default, the monthly rent to be paid by the Tenant shall (for the purposes of this section) be deemed to be a sum equal to the average total rent for the immediate preceding six months.

24. Remedies Cumulative - Nonwaiver. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto.

25. Eminent Domain. If the nature, location or extent of any proposed taking by eminent domain affecting the shopping center is such that the Landlord elects in good faith to demolish all or substantially all of the buildings in the shopping center, then the Landlord may terminate this lease by giving at least six (6) months written notice of termination to the Tenant at any time after such condemnation, and this lease shall terminate on the date specified in such notice. Tenant hereby expressly waives all rights to an award resulting from an eminent domain action affecting the shopping center, except the right to receive compensation or damages for its loss of business and its fixtures or personal property.

26. Subordination. Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord; and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination, provided however, as a condition to this subordination provision, the Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on his part to be kept and performed under the terms of this lease, his tenancy shall not be disturbed, nor shall this lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any

such mortgage, the rights of Tenant hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect, provided however, that Tenant fully performs all of its obligations hereunder.

27. Early Termination by Landlord. Landlord shall have the unqualified right to terminate this Lease Agreement for any reason or no reason with at least thirty (30) days prior written notice to Tenant.

28. Confidentiality. Tenant will not divulge, or allow its employees or representatives to divulge, any of the terms or conditions of this lease agreement.

29. Assignment or Sublease. Except as expressly set forth herein, the Tenant shall not assign this agreement nor relet the premises or any part thereof.

Tenant shall not occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or extra-hazardous on account of fire. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this lease.

30. Notices. Whenever notice shall be given by either party to the other, notice shall be in writing addressed to the address of the party being notified at the address set forth in this agreement or to such other address as a party may from time to time designate by notice to the other party. Notice may be given by hand delivery, express service, electronic means, or by postage paid certified or registered mail with return receipt requested. Notice given by hand delivery, express service or electronic means shall be deemed to have been given upon receipt by the party being notified. Notice given by certified or registered mail shall be deemed to have been given at the time of receipt or rejection or three (3) days after such notice is first unclaimed.

Lessor: Rowan County  
ATTN: County Manager  
130 West Innes Street  
Salisbury, NC 28144

Lessee: Rowan County Veterans Honor Guard  
ATTN: Charles W. Cauble, President/Commander  
5620 Stokes Ferry Road  
Salisbury, NC 28146

31. Estoppel Certificate. Within ten days after request therefor by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the demised

premises, or if, upon any sale, assignment or other transfer of the demised premises by Landlord, an estoppel certificate shall be required from Tenant, Tenant shall deliver in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant.

32. Waiver. The waiver by Landlord of any covenant or agreement set forth in this Lease shall not be deemed to be a waiver of any subsequent breach or any other covenant or agreement of this Lease. Acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant (except Tenant's failure to pay the particular rent so accepted), regardless of Landlord's knowledge of such a preceding breach at the time the rent is accepted.

33. Singular and Plural. When required by the context of this lease, the singular shall include the plural.

34. Joint and Several Obligations. If more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

35. Paragraph Titles. The paragraph titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way modify, amend or affect the provisions thereof.

36. Complete Agreement and Effect. This written lease contains the complete agreement of the parties with reference to the leasing of the demised premises. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties. It is understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective heirs, successors and permitted assigns.

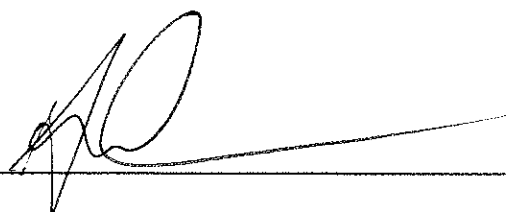
37. Applicable Law. This lease is executed pursuant to the law of North Carolina, and all interpretations shall be under and pursuant to the laws of North Carolina.

{Signature Page Follows}

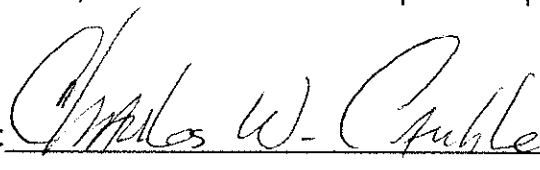


IN TESTIMONY WHEREOF, each of the said parties has caused these presents to be duly signed and executed the day and year set forth herein, this contract being executed in duplicate originals, one of which is retained by each of the parties.

LANDLORD: ROWAN COUNTY

By:  (Seal)  
Its: Manager/Chairman

TENANT: ROWAN COUNTY VETERANS HONOR  
GUARD, a North Carolina non-profit corporation

By:  (Seal)  
Its: \_\_\_ Commander

NORTH CAROLINA

ROWAN COUNTY

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the \_\_\_\_ day of April, 2018, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and the Rowan County Veterans Honor Guard, a North Carolina non-profit corporation ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 5<sup>th</sup> day of July, 2016 ("Lease") for an approximately 2700 square feet area located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County, with a Primary Term of five (5) years upon the terms and conditions contained therein; and

WHEREAS, said Lease shall expire on the 30<sup>th</sup> day of June, 2022; and

WHEREAS, it has become necessary to relocate the Tenant from Unit B-9 into Unit E-6 at the request of Landlord and with the consent of Tenant; and

WHEREAS, Landlord and Tenant now desire to amend said Lease to provide for a new Leased Area and also to extend the Lease Term upon terms and conditions as amended hereinbelow.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. All notices as required in Paragraph 30 are hereby waived by Landlord.
2. Paragraph 1 shall be amended as follows: "The Term shall commence and become effective July 1, 2018, shall be for a term of five (5) years, and shall extend through June 30, 2023."
3. The preamble shall be amended to change Unit B-9 to Unit E-6, so that Unit E-6 shall become the "New Leased Area" for Tenant.
4. As an inducement for Tenant to relocate, Landlord shall make the following improvements to the New Leased Area: install new carpet, install or replace ceiling tiles, and repair and paint interior walls.
5. Both Landlord and Tenant warrant that each has reviewed and approved this First Amendment and such has been approved by their respective groups according to required procedures, notices, meetings, bylaws, operating agreements, or operation of law as may apply.
6. Except as expressly modified and amended by this First Amendment, the Lease remains in full force and effect according to its terms.

{Signature Page Follows}

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed and delivered this First Amendment to the Lease on the date set forth above.

LANDLORD: ROWAN COUNTY,

a Body Politic

BY:

---

Its: Manager/Chairman

TENANT: TENANT: ROWAN COUNTY  
VETERANS HONOR GUARD,  
a North Carolina non-profit corporation

By: \_\_\_\_\_(Seal)

Its: \_\_\_\_Commander

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** March 26, 2018  
**SUBJECT:** Utility Construction Agreement Project I-3802B

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Utility Construction Agreement	3/26/2018	Cover Memo



NORTH CAROLINA  
ROWAN COUNTY

**UTILITY CONSTRUCTION AGREEMENT (UCA)**

DATE: 3/23/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Project: I--3802B

AND

WBS Elements: 36780.3.GV2

ROWAN COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Rowan County, hereinafter referred to as the "County";

**WITNESSETH:**

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project I--3802B, said plans consists of adding additional lanes on I-85; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the County for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project I--3802B in Rowan County, for the contractor to adjust and relocate sewer encasment pipes. Said work shall be accomplished in accordance with Project plans attached as Exhibit "A" and the fixed amount cost attached as Exhibit "B".
2. The County shall be responsible for the sewer encasement pipes shown on the attached Exhibit "A" and the fixed amount cost to the County of \$891,769 as shown on the attached Exhibit "B". It is understood by both parties that this is a lump sum and not subject to change. The County shall reimburse the Department for said costs as follows:

- A. Upon completion of the highway work, the Department will invoice the County.  
Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice. If the County does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
- B. Any cost incurred due to additional utility work requested by the County after award of the construction contract, shall be solely the responsibility of the County. The County shall reimburse the Department 100% of the additional utility cost.
- 3. In the event the County fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the County's share of funds allocated to said County by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
- 4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the County shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the County shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the County shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the County upon completion of construction of the project and its acceptance by the Department from its contractor unless the County notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
- 5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
  - A. The County obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
  - B. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the County's expense, the County binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to

conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.

6. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST:

ROWAN COUNTY

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

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

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

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

Approved by Rowan County as attested to by the signature of \_\_\_\_\_

Clerk of the \_\_\_\_\_ (governing body) on \_\_\_\_\_

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Rowan County

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

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

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (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:** County Manager Aaron Church  
**DATE:** March 27, 2018  
**SUBJECT:** Proposal For Rental Space In West End Plaza

---

GQ Menswear is currently located in Unit A -3,4,5 at the West End Plaza and wishes to also lease unit (A-6,7,8) as warehouse space. The proposal is for either \$500/month on a short-term basis or \$300/month long-term.

1. Authorize County Attorney to draft a month-to-month lease for the warehouse space, as requested, in the amount of \$500/month; and
2. Authorize County Manager to execute the lease.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proposal For Rental Space In West End Plaza	3/27/2018	Cover Memo



## **Barger, Carolyn M**

---

**From:** Church, Aaron  
**Sent:** Monday, March 26, 2018 9:56 PM  
**To:** Barger, Carolyn M; Dees, Jay  
**Subject:** Agenda Item Proposal for rental space in West End Plaza

FYI.

Aaron Church  
Rowan County Manager  
130 West Innes Street  
Salisbury, North Carolina 28144  
Phone: 704-216-8180  
Cell: 704-213-8369  
Fax: 704-216-8195

\*\*\*\*\*

Emails to and from this account are subject to the North Carolina Public Record Laws.

\*\*\*\*\*

Begin forwarded message:

**From:** malti l <[maaltil@gmail.com](mailto:maaltil@gmail.com)>  
**Date:** March 26, 2018 at 9:46:26 PM EDT  
**To:** <[aaron.church@rowancountync.gov](mailto:aaron.church@rowancountync.gov)>  
**Subject:** **Proposal for rental space in West End Plaza**

Dear sir,

I apologize for not sending you this proposal earlier. My husband and I have been thinking about the space next to GQ Menswear, which we use as a warehouse to accommodate our customers with suits that we do not have space for in the store. Because our store has brought and continues to bring many patrons into the West End Plaza, we would like to propose that we pay \$500 for a month-to-month lease until we find another space that is suitable for our needs or \$300 per month for a more long-term lease that would likely extend until GQ Menswear remains in business at the West End Plaza. Please do not hesitate to call me at (704) 267-8962 if you would like to discuss this further. I appreciate your patience and willingness to work with us.

Thank you,  
Geetu Lalchandani

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** March 27, 2018  
**SUBJECT:** Contract for Agricultural Building Roofing Renovation

---

Please see attached memo.

Please approve the Agricultural Building roofing renovation contract.

**ATTACHMENTS:**

**Description**

Memorandum

**Upload Date**

3/27/2018

**Type**

Backup Material

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



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

### MEMORANDUM

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

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

**RE:** Approval of Contract for Agricultural Building Roofing Renovation

**DATE:** March 21, 2018

---

After due advertisement, proposals to renovate the roofing system on the Rowan County Agricultural Building located at 2727 Old Concord Road in Salisbury, NC were received and opened by REI Engineers and David Sifford, Purchasing Agent.

Bids were received from four roofing contractors: TeamCraft Roofing, Johnson's Roofing Service, Interstate Roofing Company and Tecta America Carolinas. TeamCraft Roofing submitted the lowest bid in the amount of \$41,700.

The certified bid tabulation and contract award recommendation from REI Engineers are attached. The complete bid packages are on file in the Purchasing Office.

**Staff's Recommendation:** It is the recommendation of REI Engineers, the Facilities Management Department and the Finance Department that a contract be awarded to TeamCraft Roofing to renovate the roofing system on the Rowan County Agricultural Building located at 2727 Old Concord Road at a cost not to exceed \$41,700. The cost is within the approved fiscal year 2018 budget.

Equal Opportunity Employer



recycled paper

<b>BID TABULATION</b>
-----------------------

**Owner Name:** Rowan County  
**Project Name:** Agriculture Center Roof Replacement  
**Bid Due Date:** February 28, 2018  
**Bid Due Time:** 10:00 AM

Bidders	Base Bid	Unit Prices		Roof Manu. Ack. Form
		No. 1	No. 2	
Interstate Roofing Co., Inc.	\$46,500.00	\$3.00	\$6.00	Yes
Johnson's Roofing Service, Inc	\$49,400.00	\$2.50	\$3.00	Yes
TeamCraft Roofing, Inc.	\$41,700.00	\$2.75	\$5.00	Yes
Tecta America Carolinas	\$59,193.00	\$4.00	\$4.50	Yes

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



2/28/2018

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

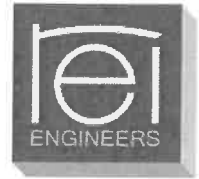
Date



# REI ENGINEERS

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

---



February 28, 2018

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

Attention: Mr. David Sifford  
Purchasing Agent

Reference: Contract Award Recommendation  
Agricultural Center Roof Replacement  
REI Project No. 018CLT-010

Dear Mr. Sifford:

Bids were opened at 10:00 AM on February 28, 2018 for the above referenced project. Four (4) responsive bids were received. TeamCraft Roofing, Inc. submitted the lowest total base bid in the amount of \$41,700.00. REI's estimated construction cost was \$48,000.00; therefore, REI recommends this project be awarded to **TeamCraft Roofing, Inc.** in the amount of **\$41,700.00.**

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

Sincerely,

*REI Engineers*

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

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

Enc: Certified Bid Tabulation  
TeamCraft Roofing, Inc. Bid Form and Enclosures

ROOFING, WATERPROOFING AND BUILDING ENVELOPE ENGINEERS AND CONSULTANTS

[www.reiengineers.com](http://www.reiengineers.com)

AN EMPLOYEE-OWNED COMPANY



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** March 27, 2018  
**SUBJECT:** Declaration of Surplus Personal Property

---

Please see attached memo.

Please approve personal property as surplus.

**ATTACHMENTS:**

**Description**

Memorandum

**Upload Date**

3/27/2018

**Type**

Backup Material

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



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

### Memorandum

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

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

**Re:** Declaration of Surplus Personal Property

**Date:** March 22, 2018

---

In accordance with G.S. 160-270(b), the Finance Department is requesting Board approval to declare unused personal property currently located at the Facilities Management warehouse to be surplus property and allow the Purchasing Agent to work with Glenn Hester Auctions to sell the property by live auction. Glenn Hester Auctions is under contract with the County to perform surplus property auctions. The items are from multiple County Departments and include various office, recreation and maintenance furniture and equipment, including such items as old chairs, file cabinets, tables, desks, appliances, paddle boats, a John Deere Gator, a Ford tractor, a John Deere lawn mower, a postage machine, a folding machine, generators and dog boxes. Pictures of the items are attached and the items are available for inspection. If declared as surplus property, notices will be published in the Salisbury Post, on Glenn Hester Auctions' website and on the County's website.

**Staff's Recommendation:** It is the recommendation of the Finance Department and the Facilities Management Department that the personal property listed above and stored at the Facilities Management warehouse be declared surplus property and the Purchasing Agent be authorized to work with Glenn Hester Auctions to sell the items by live auction.



















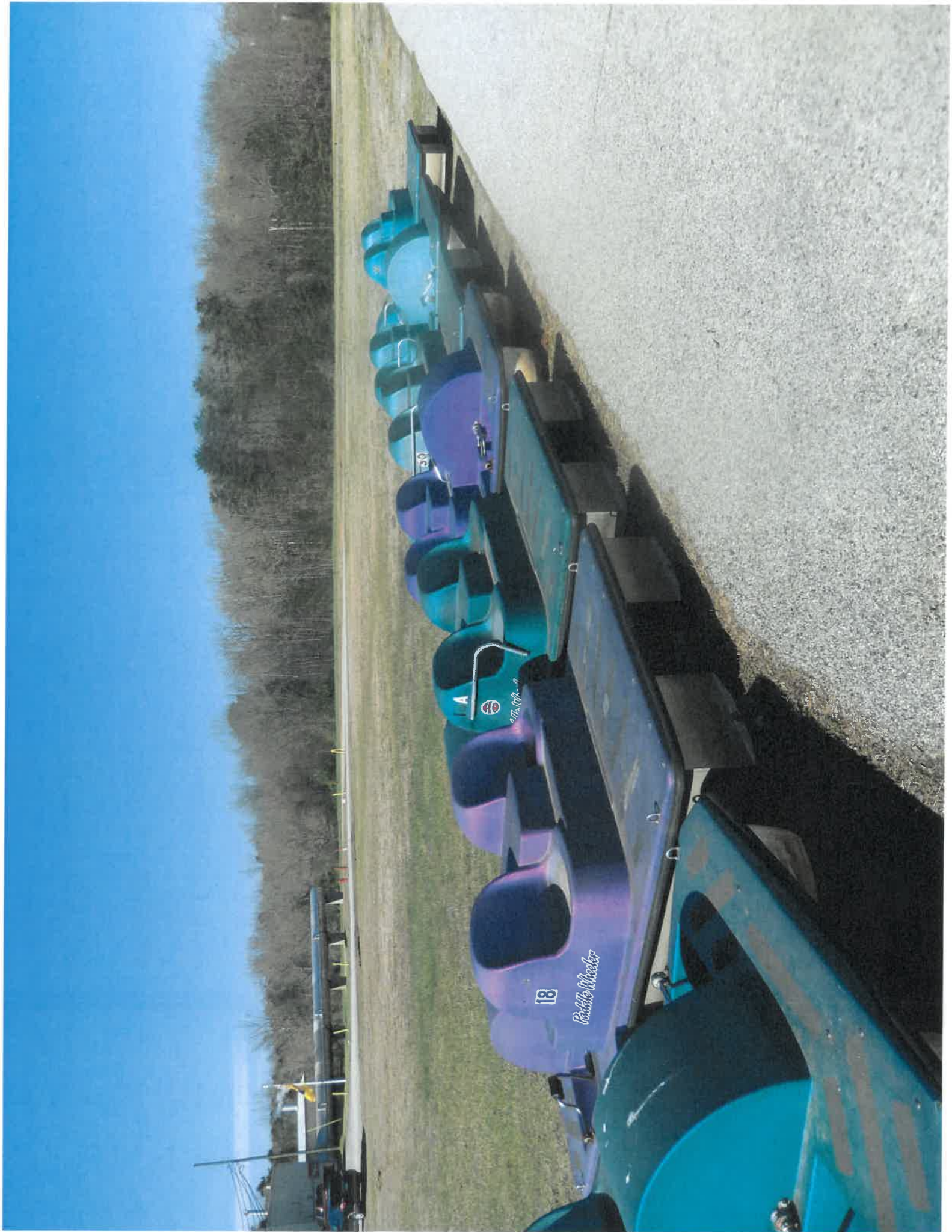








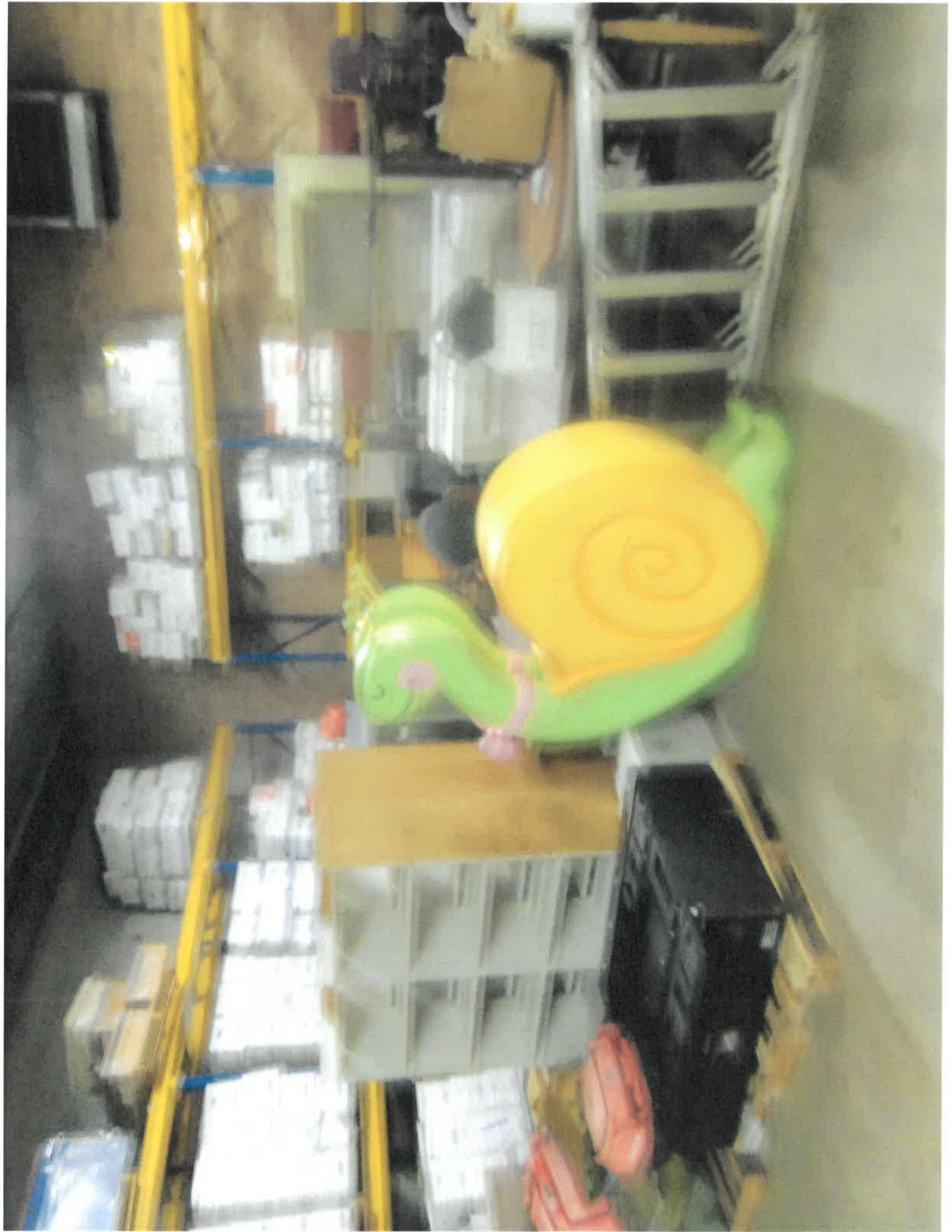


















6640

FORD

ROWAN  
SWAIN



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** March 27, 2018  
**SUBJECT:** FY 2019 Health and Wellness Recommendations

---

Please see attached memo.

Please approve the proposed Diabetes Management and Fitbit Walking Programs for fiscal year 2019.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memorandum	3/27/2018	Cover Memo

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



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

### Memorandum

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

**From:** Leslie E. Heidrick, Assistant County Manager/Finance Director *LEH*  
Aldrea Speight, Human Resources Analyst I *AS*

**Re:** Fiscal Year 2019 Health and Wellness Recommendations

**Date:** March 23, 2018

---

Over the past six months, members of the Health Insurance Committee have met with several Departments, Committees and Mark III, the County's Health Benefits Broker, to discuss innovative health and wellness strategies for the 2019 fiscal year. The goals are to increase enthusiasm for fitness, improve the health of County employees and their families, and reduce future health insurance costs. The Committee would like to propose two new Programs.

The first proposed strategy is a Diabetes Management Program called HealthMapRX. Based upon past claims history, diabetes poses a significant risk for County employees. HealthMapRX matches experienced pharmacists with pre-diabetic and diabetic participants. The Program takes an individualized approach to diabetes management by engaging participants in activities designed to help achieve higher levels of control over their disease and decrease the risk of complications associated with these diseases. Incentives for participation include semi-annual \$60 cash incentives and co-pay waivers for medications and diabetes supplies if program requirements are met.

The Committee also recommends a Fitbit Program. We feel this Program will enhance a culture of wellness by assisting employees in meeting physical activity, weight management and lifestyle goals and by providing daily motivation to stay moving and to make healthy choices. Program details have not been finalized, but incentives not to exceed \$120 per employee through the use of group and individual challenges have been discussed.

**Staff's Recommendation:** It is the recommendation of the Health Insurance Committee that the proposed Diabetes Management and Fitbit Walking Programs be approved for fiscal year 2019 to support improved chronic disease management and fitness levels of employees and to better manage high claim risk costs.



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** March 20, 2018  
**SUBJECT:** Lake Corriher Wilderness Park Grand Opening

---

There will be a Grand Opening and Ribbon Cutting for Lake Corriher Wilderness Park on April 7, 2018 from 9:00 a.m.-2:00 p.m. The event will be held at 265 Tranquil Lake Drive, China Grove, NC. This is a great opportunity to support a neighboring town!

Please see the attached flyer for more details.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Grand Opening Flyer	3/20/2018	Cover Memo



# GRAND OPENING & RIBBON CUTTING

**April 7, 2018 9am - 2pm**

**265 Tranquil Lake Drive China Grove, NC 28023**

## **5K Trail Run & Kids Fun Run**

**Early Registration - \$25 5K Fun Run  
\$10 Kids Fun Run**

**Day of Race Registration - \$30 5K Run  
\$10 Kids Fun Run**

**Registration- Starts @ 9:00am**

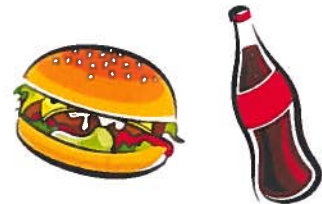
**Kids Fun Run @ 10:00am**

**Trail Run 5K - Starts @ 10:30am**

**To Register Online - [Sportsoften.com](http://Sportsoften.com) - Lake Corriher Trail Run**

**For More Info - Call 704-857-2411 or Email: [andrew@townoflandis.com](mailto:andrew@townoflandis.com)**

### **Following 5K:**



**Food & Drinks  
11am - 2pm**



**Ice Cream  
12pm - 2pm**





*Be an original.*

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

To: Aaron Church, County Manager  
From: Chris Soliz, Emergency Services Chief  
Subject: Fire Protection District Transfer Request  
Date: February 12, 2018

I respectfully ask for this matter to be added to the agenda for the Board of Commissioners. The proposed change is targeted for an effective date of July 1, 2018.

As the County's liaison to the Rowan-Iredell and Scotch-Irish Fire Districts, I am presenting their petition to transfer assignment of several parcels. The attached documents provide detail of this request that was cooperatively initiated by the Fire Districts.

Attachments:  
Fire Division Summary  
Letters of Concurrence  
Property Owner Petitions  
Parcel Map



*Be an original.*

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

### **MEMORANDUM**

**To:** Chris Soliz – Chief of Emergency Services  
**From:** Deborah K. Horne – Fire Division Chief  
**Subject:** Report on Fire Protection Services Transfer Request  
**Date:** February 1, 2018

In a petition dated September 27, 2017 a greater than two-thirds majority of the property owners in the area of Montgomery Rd and South River Church Rd requested consideration by Rowan County to a transfer of fire protection districts from Scotch-Irish Fire District to Rowan-Iredell Fire District. The request and petition are in accordance with North Carolina General Statute (NC G.S.) 69-25-11. The submitted petition signatures were verified as the recognized property owners utilizing Rowan County tax records and was subsequently confirmed to be valid for consideration.

In order to comply with NC G.S. 69-25-11 (4), once a petition is received by the county, a favorable recommendation signed by the Fire District Tax Commissioners and the Board of Directors from each affected fire district must also be received before final consideration by the County's Board of Commissioners.

**Included within are:**

Letters of concurrence, signed by the President of the Board of Directors and the Fire Commissioners of Rowan-Iredell Fire District and Scotch-Irish Fire District.

Petition with over 2/3 signatures from property owners of the area concerning the transfer.

**History:**

From at least 2005-2012 these parcels were inside the Rowan-Iredell Fire District and paid taxes to said district. In 2013 with the implementation of GIS mapping, the area was changed to Scotch-Irish Fire District and paid taxes to them. The property owners came to me in late 2016 asking for the change and I supplied them with the General Statute and what would be needed for the change to come before the Board of Commissioners. The needed materials complying with NC G.S. 69-25-11 (4) have been submitted.

**A public hearing is required with a notice in the newspaper for two weeks. The change would not take affect until July 1, 2018.**

September 27, 2017

Dear Rowan County Commissioners,

We, the undersigned owners of the following parcels, hereby petition to transfer our property from Scotch-Irish VFD to the Rowan-Iredell VFD fire protection district, thus relocating the boundary lines between the Scotch-Irish and Rowan-Iredell districts.

- 1- 712 028 Todd & Gail Sharpe
- 2- 712 033 Sharpe Family LLC
- 3- 712 004 Concord Presbyt. Church
- 4- 712 034 Old Providence Presbyt. Church
- 5- 711 015 Mark Campbell
- 6- 711 019 Richard Adams
- 7- 711 011 Richard Adams
- 8- 711 002 Ross Turner Heirs
- 9- 711 001002 Kat Fraley White Heirs

  
712 028 – Todd & Gail Sharpe

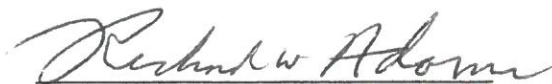
  
712 033 – Sharpe Family, LLC

  
712 004 Concord Presbyt. Church

  
712 034 Old Providence Presbyt. Church

  
711 015 Mark Campbell

  
711 019 Richard Adams

  
711 011 Richard Adams

  
711 002 Ross Turner Heirs

  
711 001002 Kat Fraley White Heirs

November 13, 2017

Dear Rowan County Commissioners,


We, the Rowan-Iredell VFD Fire Tax Commissioners, recommend that the following nine parcels be transferred from Scotch-Irish VFD to the Rowan-Iredell VFD fire protection district, thus relocating the boundary lines between the Scotch-Irish and Rowan-Iredell districts.

- 1- 712 028 Todd & Gail Sharpe
- 2- 712 033 Sharpe Family LLC
- 3- 712 004 Concord Presbyt. Church
- 4- 712 034 Old Providence Presbyt. Church
- 5- 711 015 Mark Campbell
- 6- 711 019 Richard Adams
- 7- 711 011 Richard Adams
- 8- 711 002 Ross Turner Heirs
- 9- 711 001002 Kat Fraley White Heirs

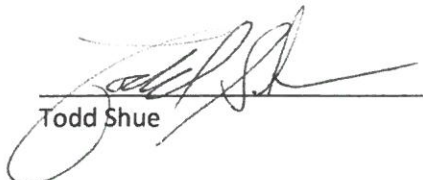
With the transfer of these parcels, Montgomery Road will become the dividing line between the two districts. All property on Montgomery Road will be in Rowan-Iredell's district.

Sincerely,

Rowan-Iredell VFD Fire Tax Commissioners

  
John Livengood

  
Chris Hutchison

  
Todd Shue





Rowan Iredell Volunteer Fire Department, Inc.  
5757 Chenault Road, Cleveland, NC 27013  
(704) 278-0036



Jody Steele, Fire Chief  
Sheila Hutchison, Secretary

Jered Webb, President  
Tracy Steele, Treasurer

December 4<sup>th</sup>, 2017

Dear Rowan County Commissioners,

The Rowan-Iredell Volunteer Fire Department Board of Directors has agreed on December 4<sup>th</sup>, 2017, by majority vote, to accept the following parcels from Scotch-Irish Volunteer Fire Department to become part of the Rowan-Iredell fire protection district.

- 1- 712 028 Todd & Gail Sharpe
- 2- 712 033 Sharpe Family LLC
- 3- 712 004 Concord Presbyt. Church
- 4- 712 034 Old Providence Presbyt. Church
- 5- 711 015 Mark Campbell
- 6- 711 019 Richard Adams
- 7- 711 011 Richard Adams
- 8- 711 002 Ross Turner Heirs
- 9- 711 001002 Kat Fraley White Heirs

With acceptance of these parcels, Montgomery Road will become the dividing line between the two districts. All property on Montgomery Road will be in Rowan-Iredell's district.

Sincerely,

Jered M. Webb

President - Board of Directors for Rowan-Iredell Volunteer Fire Department

Scotch Irish Fire Department  
3020 Needmore Rd  
Woodleaf, NC 27054

Date: October 2, 2017

The Board of Scotch Irish Fire Department would like to relinquish 9 parcels to Rowan-Iredell Fire Department effective October 2, 2017. Here are the following parcel numbers:

712028, 712033, 712004, 712034, 711015, 711019, 711011, 711002, 7110010000002

  
\_\_\_\_\_  
President of the Board

  
\_\_\_\_\_  
Chief of Scotch Irish Fire Department

Ellen Thompson  
Cipre Johnson

G. M. M.

Wesley Steele

Michael Thompson -

Phil L. S.

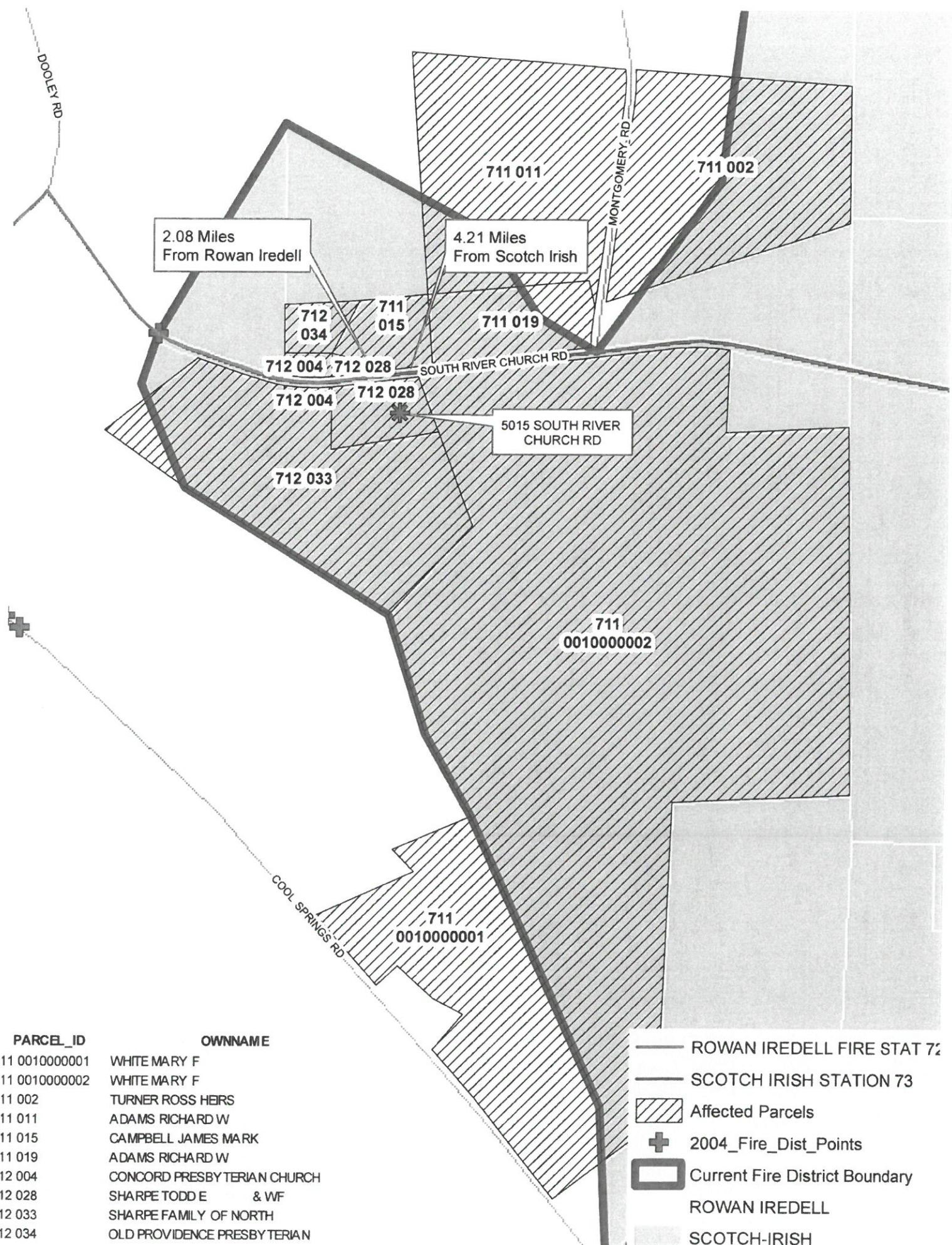
C. M. R.

William S. Rorris

Levy Denton -

Robert H. H. -





PARCEL_ID	OWNNAME
11 0010000001	WHITE MARY F
11 0010000002	WHITE MARY F
11 002	TURNER ROSS HEIRS
11 011	ADAMS RICHARD W
11 015	CAMPBELL JAMES MARK
11 019	ADAMS RICHARD W
12 004	CONCORD PRESBYTERIAN CHURCH
12 028	SHARPE TODD E & WF
12 033	SHARPE FAMILY OF NORTH
12 034	OLD PROVIDENCE PRESBYTERIAN

- ROWAN IREDELL FIRE STAT 72
- SCOTCH IRISH STATION 73
- Affected Parcels
- 2004\_Fire\_Dist\_Points
- Current Fire District Boundary
- ROWAN IREDELL
- SCOTCH-IRISH



**§ 69-25.11. Changes in area of district.**

After a fire protection district has been established under the provisions of this Article and fire protection commissioners have been appointed, changes in the area may be made as follows:

- (1) The area of any fire protection district may be increased by including within the boundaries of the district any adjoining territory upon the application of the owner, or a two-thirds majority of the owners, of the territory to be included, the unanimous recommendation in writing of the fire protection commissioners of said district, the approval of a majority of the members of the board of directors of the corporation furnishing fire protection to the district, and the approval of the board or boards of county commissioners in the county or counties in which said fire protection district is located. However, before said fire protection district change is approved by the county commissioners, notice shall be given once a week for two successive calendar weeks in a newspaper having general circulation in said district, and notice shall be posted at the courthouse door in each county affected, and at three public places in the area to be included, said notices inviting interested citizens to appear at a designated meeting of said county commissioners, said notice to be published the first time and posted not less than fifteen days prior to the date fixed for hearing before the county commissioners.
- (2) The area of any fire protection district may be decreased by removing therefrom any territory, upon the application of the owner or owners of the territory to be removed, the unanimous recommendation in writing of the fire protection commissioners of said district, the approval of a majority of the members of the board of directors of the corporation furnishing fire protection to the district, and the approval of the board or boards of county commissioners of the county or counties in which the district is located.
- (3) In the case of adjoining fire districts having in effect the same rate of tax for fire protection, the board of county commissioners, upon petition of the fire protection commissioners and the boards of directors of the corporations furnishing fire protection in the districts affected, shall have the authority to relocate the boundary lines between such fire districts in accordance with the petition or in such other manner as to the board may seem proper. Upon receipt of such petition, the board of county commissioners shall set a date and time for a public hearing on the petition, and notice of such hearing shall be published in some newspaper having general circulation within the districts to be affected once a week for two weeks preceding the time of the hearing. Such hearings may be adjourned from time to time and no further notice is required of such adjourned hearings. In the event any boundaries of fire districts are altered or relocated under this section, the same shall take effect at the beginning of the next succeeding fiscal year after such action is taken.
- (4) In the case of adjoining fire districts having in effect a different rate of tax for fire protection, the board of county commissioners, upon petition of two thirds of the owners of the territory involved and after receiving a favorable recommendation of the fire protection commissioners and the boards of directors of the corporations furnishing fire protection in the districts affected, may transfer such territory from one district to another and therefore relocate the boundary lines between such fire districts in accordance with the petition or in such other manner as the board may deem proper. Upon receipt of such petition, the board of county commissioners shall set a date and time for a public hearing on the petition, and notice of such hearing shall be published in some newspaper having general circulation within



the districts to be affected once a week for two weeks preceding the time of the hearing. Such hearings may be adjourned from time to time and no further notice is required of such adjourned hearings. In the event any boundaries of fire districts are relocated under this section, the same shall take effect at the beginning of the next succeeding fiscal year after such action is taken.

- (5) The area of any fire protection district may be increased by including within the boundaries of the district any adjoining territory lying within the corporate limits of the city if the territory is not already included within a fire protection district, provided both the city governing body and the county commissioners of the county or counties in which the fire protection district is located all agree by resolution to such inclusion. (1955, c. 1270; 1959, c. 805, s. 5; 1965, cc. 625, 1101; 1987, c. 711, s. 2.)

**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:** Aaron Poplin, Planner  
**DATE:** 3/23/2018  
**SUBJECT:** Consider PE 01-18 Request for Earth Day Jam

---

Happy Roots is requesting a permit to exceed for their 5th annual Earth Day Jam fundraiser event on April 28th, 2018 at Dark Before Dawn Farm 2100 7th St. Salisbury 28144. Amplified sound is proposed to end at 11:00 PM. The applicant expects around 1500 attendees

1. Receive Staff Report
2. Allow public comment regarding application
3. Discuss request
4. Approve/ Deny / Table PE 01-18

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	3/23/2018	Cover Memo
Application	3/23/2018	Cover Memo
GIS Map	3/23/2018	Cover Memo
Site Plan	3/23/2018	Cover Memo
Letter from applicant	3/23/2018	Cover Memo
Email from Sheriff	3/23/2018	Cover Memo



## Rowan County Planning and Development Department

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

Main: 704-216-8588 Fax: 704-216-7986

### MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners  
FROM: Aaron Poplin, Planner  
DATE: March 23, 2018  
RE: **PE 01-18**

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

- ☐ Receive staff report    ☐ Receive public comments  
☐ Discuss request    ☐ Approve / Deny / Table **PE 01-18**

#### **REQUEST**

Happy Roots is proposing their 5<sup>th</sup> Annual Earth Day Jam fundraiser event on April 28<sup>th</sup> at the Dark Before Dawn Farm located at 2100 7<sup>th</sup> Street Salisbury. The event has been on hiatus for the last two years as the founders focused on creating 501c3 non profit Happy Roots 501c3 whose mission is to provide nature-based therapeutic and educational services to enhance the wellness of the community and environment. Earth Day Jam last took place in April of 2015 at Dark Before Dawn Farm while all the previous Earth Day Jams took place at Saving Grace Farm 565 Trexler Loop. The event is scheduled to start at 12:00 PM, and amplified sound is proposed to conclude at 11:00 PM. In addition to the featured attraction of live music, the event will also offer local foods, kid's entertainment, and educational displays. While this property is located in the extraterritorial jurisdiction of the Town of Spencer, the county's noise ordinance "governs unreasonable amplified sound" for all areas of the county outside municipal limits.

According to Section 14-10 of the Noise Ordinance, *"It shall be unlawful for any person, group, event or business to play, use or otherwise operate any sound amplification equipment (to include radio, tape player, stereos, etc.) emitting sound that is unreasonable, frequent and continued with such volume at any time on any given day of the week, in a manner which may annoy or disturb the quiet, comfort or repose of the general public. This provision is applicable when the source of the noise is plainly audible to the responding law enforcement officer at a distance of one hundred (100)*

feet.”

However, Section 14-12 provides an opportunity to exceed the amplified sound standards in the form of a “permit to exceed” when the event is open to the public.

<b>APPLICATION REVIEW</b>
-------------------------------

As provided in Section 14-12 (c) of the Rowan County Noise Ordinance, the following criteria shall be considered in issuing or denying an application for a permit to exceed:

1. The timeliness of the application  
*Finding:* Planning Staff received this application on March 8<sup>th</sup> well in advance for consideration on April 2<sup>nd</sup>.
2. The nature of the requested activity  
*Finding:* This event will feature a variety of activities for families, educational opportunities, and live music to benefit the Happy Roots goals of providing nature based educational services to enhance the wellness of the community.
3. Previous experience with the applicant.  
*Finding:* This is Happy Roots first time applying, but the people who organize Earth Day Jam have are now a part of Happy Roots. The Sheriff’s Department stated that they have not had any problems with Earth Day Jam in the past.
4. The time of the event.  
*Finding:* The event will begin at 12:00 PM on Saturday April 28<sup>th</sup>, and amplified sound will end at 11:00 PM.
5. Other activities in the vicinity of the proposed event.  
*Finding:* None to knowledge.
6. Frequency of the event.  
*Finding:* Annually.
7. Cultural or social benefits of the proposed event.  
*Finding:* This event anticipates 1500 attendees with the education and social benefits previously mentioned.
8. The effect of the activity on any adjacent residential area.  
*Finding:* In communications with the applicant, Happy Roots plans to send out notice of the event one month in advance of the event to adjoining property owners. The one month notice along with amplified noise ceasing at 11:00 PM may assist in making this event more palatable to surrounding neighbors. The applicant indicated that there



were no issues with any of the neighbors or guest at the previous Earth Day Jam at this site.

9. Previous violations, if any, by the applicant.

*Finding:* None.

10. Adjoining property owners surrounding the location are notified by the Planning Department or applicant at least seventy-two (72) hours prior to consideration by the Board of Commissioners.

*Finding:* The Planning Department provided mailed notice to property owners within 100 feet of the event and posted a sign on March 21<sup>st</sup> regarding this application (13 days notice before the BOC meeting and six weeks before the event).

<b>STAFF COMMENTS</b>
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Based on the above 10 standards, this application meets all necessary criteria for approval.



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

Case # PE-01-18  
Date Filed 3-8-18  
Received By B. Bast  
Amount Paid 50.00 CK# 1014

Office Use Only

**PERMIT TO EXCEED NOISE ORDINANCE APPLICATION**

**OWNERSHIP INFORMATION:**

Name: Juan Cloninger  
Signature: Juan Cloninger  
Phone: 704-433-9214 Email: selon1@aol.com  
Address: 2100 Seventh Street Extension  
Salisbury NC 28144

**APPLICANT / AGENT INFORMATION:**

Name: Stacey Carter  
Signature: Stacey Carter  
Phone: 704-213-4743 Email: happyrootsstacey@gmail.com  
Address: 1026 S. Fulton St.  
Salisbury NC 28144

**PROPERTY DETAILS:**

Tax Parcel: 323 044 Size (sq.ft. or acres): 16 acres  
Location of Event: 2100 7th Street, Salisbury  
Current Land Use: horse farm Zoning District: \_\_\_\_\_

**PURPOSE:**

**State Purpose of Request:**

Earth Day Jam, a music and educational  
event to raise money for the non-profit Happy Roots

Date(s) of event: April 28, 2018 Begin Time: 12pm End Time: 12am 4/29/18

Anticipated Number of Attendees: 1500


**SITE PLAN:**

Applicant must attach a site plan depicting property lines, location of loudspeakers or other sound producing devices, driveway(s), parking areas, restroom facilities, and any other information necessary to evaluate the request.

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**OFFICIAL USE ONLY**

1. Signature of Coordinator:  2. Board of Commissioners Meeting: 4 / 2 / 18 3. Notifications Mailed: 3 / 21 / 18 4. Property Posted: 3 / 21 / 18 5. Board of Commissioners Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Date Applicant Notified: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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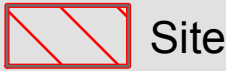
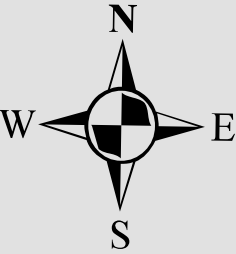


PE-01-18  
Site Map

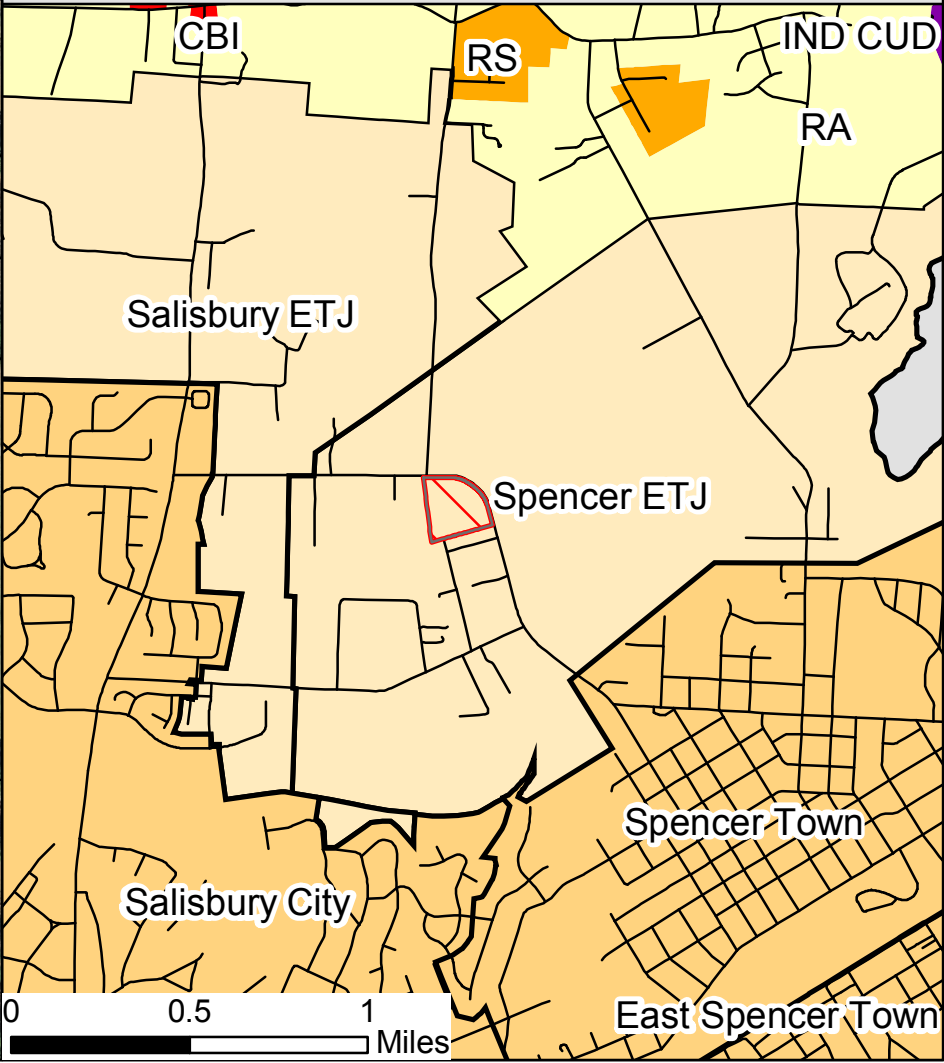


NORTH CAROLINA

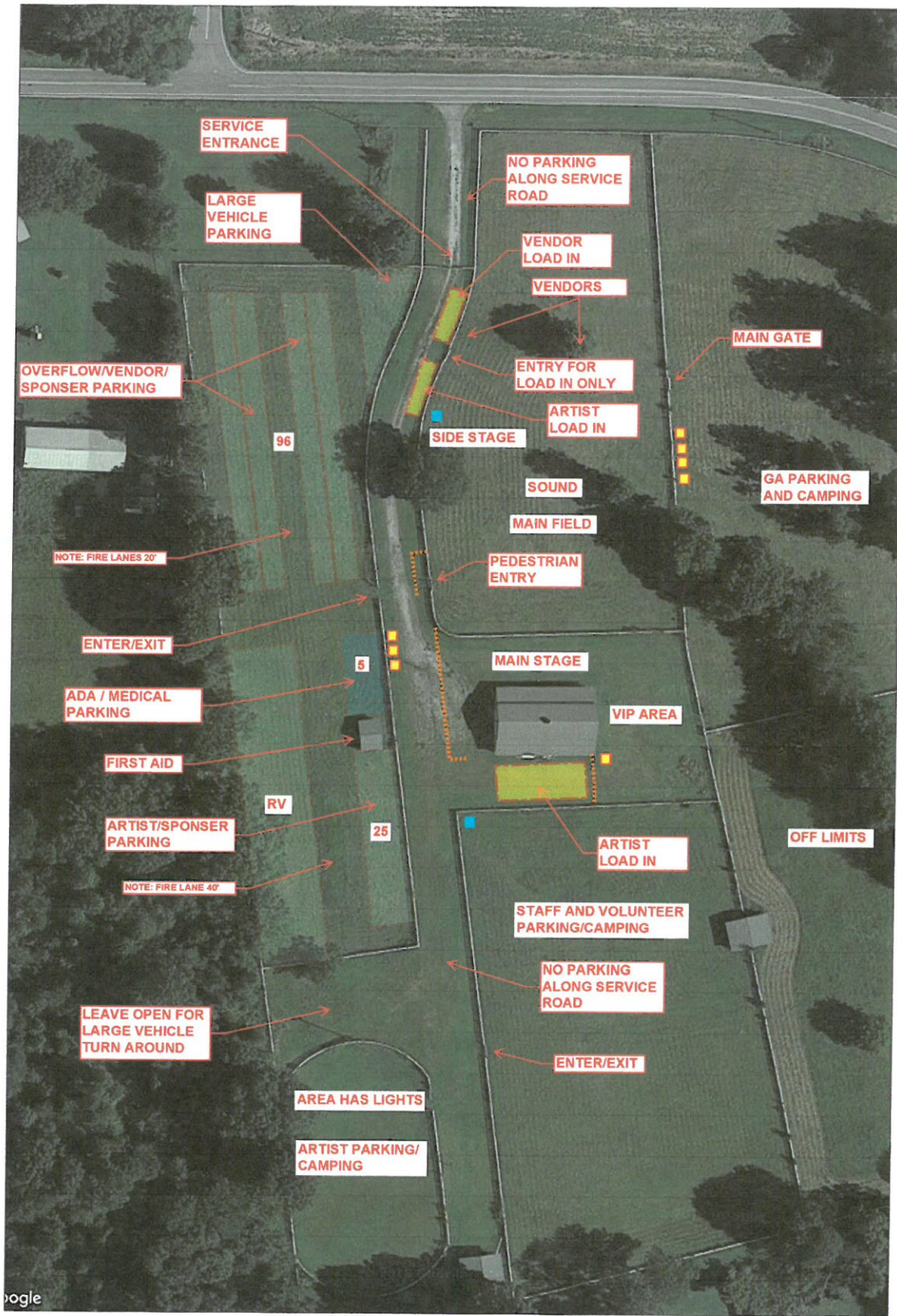
*Be an original.*



Site





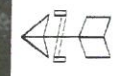


Earth Day Jam Main Site  
3/4/18

TEMP FENCE .....  
LIGHT TOWER ■  
PORTA POTTY ■  
LOADING ZONE ■







GA PARKING SPACES = 148  
 ADA/MOTORCYCLE = 15  
 CAR CAMPING = 35  
 TOTAL ESTIMATED SPACES = 198

ADDITIONAL 96 SPACES IN OVERFLOW LOT  
 (OLD PARKING AREA)

TEMP FENCE  
 LIGHT TOWER  
 PORTA POTTY

Earth Day Jam GA Parking Area  
 3/4/2018



1026 S. Fulton Street  
Salisbury, NC 28144  
[www.happyrootsnc.org](http://www.happyrootsnc.org)

Happy Roots is requesting a permit to exceed the noise ordinance for Earth Day Jam, a music and educational festival that will be held on April 28 at Dark Before Dawn at 2100 7<sup>th</sup> Street in Salisbury. EDJ has a history that began in 2012 at Saving Grace Farm on Trexler Loop. In it's first year, EDJ was a small gathering of local musicians and vendors that came together to celebrate Earth Day and raise money for environmental conservation. Funds raised were donated to the Land Trust for Central NC, who then partnered with the founders of EDJ to grow the festival into a 3-day event in 2015 that drew approximately 2,000 people to Dark Before Dawn Farm and included national touring bands including headliner Tim Reynolds Trio. Over the following two years, EDJ took a hiatus as its founders focused their efforts on the creation of Happy Roots, 501c3 nonprofit with a mission to provide nature-based therapeutic and educational services to enhance the wellness of the community and the environment.

This year, EDJ will benefit Happy Roots and its efforts to provide services including therapeutic services for at-risk youth, health and wellness classes for the community, and community gardens to provide low income neighborhoods with access to fresh produce. All proceeds from this event will go towards sustaining and expanding Happy Roots' services.

Earth Day Jam is a public, ticketed event. The festival begins at noon and will end at midnight, with amplified sound shut down at 11p.m. Festival goers are welcome to camp on-site to discourage drinking and driving, and Happy Roots staff will be present to monitor noise levels and discourage disruptive behavior. In 2015 this event included overnight camping, and we had no issues with any of our guests or with neighbors. Happy Roots will contact neighbors of Dark Before Dawn to let them know about the event prior to April 28.

Thank you,

**Stacey Carter**  
Executive Director  
Happy Roots

## Poplin, Aaron M

---

**From:** Auten, Kevin  
**Sent:** Tuesday, March 20, 2018 4:03 PM  
**To:** Poplin, Aaron M  
**Subject:** RE: Earth Day Jam

Thank you for reaching out. We have not had any problems with this event in the past. Just the normal a little noise and traffic increase.

Kevin

---

**From:** Poplin, Aaron M  
**Sent:** Tuesday, March 20, 2018 3:58 PM  
**To:** Auten, Kevin  
**Subject:** Earth Day Jam

Kevin,

This is Aaron from the Planning Department. Happy Roots is proposing to bring back their annual Earth Day Jam, which will be at the Dark Before Dawn Farm on 7<sup>th</sup> street outside of spencer. This is the same venue they used back in 2015. Were there any problems from this event a few years ago?

Thanks for your help,  
Aaron

Aaron Poplin  
Planner| Rowan County Planning & Development  
402 North Main Street | Suite 204 | Salisbury, NC 28144  
704-216-8600



**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:** 03/27/2018  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Budget Amendment	3/27/2018	Cover Memo

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]



January 22, 2018

North Carolina State University/Rowan County 4-H Shooting Sports  
Amy Lynn Albertson  
2727 A Old Concord Road  
Salisbury, NC 28146

Project: Rowan County 4-H Shooting Sports  
Grant Number: 18NCW102

Dear Mr. Matthew McClellan:

Congratulations! The NRA Foundation Board of Trustees has approved the State Fund Committee's recommendations for support of your program. Enclosed is a check in the amount of \$800.00.

Please note that grant awards by the Foundation shall be used **ONLY** for the purposes set forth in the application and according to the Recommendations of the State Fund Committee. No funds shall be used for fundraising raffles.

You may use this check to purchase only the approved items based on the request for funding submitted with your application. Approved items may be found through the Foundation claim site.

***Login to view approved items at: <http://claims.nrafoundation.org/#/login>***  
***Grant Number: 18NCW102***  
***Claim Code: 55071***

Unused funds must be returned to The NRA Foundation, Attn: Grant Dept., 11250 Waples Mill Rd., Fairfax, VA 22030. Please note your grant reference number on the check.

Final reports can be completed using your account at [www.nrafoundation.org/finalreport](http://www.nrafoundation.org/finalreport). Be sure to complete your online final report by:

**November 1, 2018**

Please note that the check is void 90 days from the date of issue. Be sure to deposit it as soon as possible.

If you have any questions, please contact us at [grantprogram@nrahq.org](mailto:grantprogram@nrahq.org).

Sincerely,  
The NRA Foundation Grant Program

Vend ID:23671

North Carolina State University

The NRA Foundation, Inc.

01/18/2018

Ref Nbr	Invoice Nbr	Inv Date	Invoice Amount	Amount Paid	Disc Taken	Net Check Amt
207709	18NCW102	01/11/18	800.00	800.00		800.00

Check # 079840

Wells Fargo Bank, N.A.  
San Francisco, CA 9410.

11-24/1210  
Check # 079840

**The NRA Foundation, Inc.**

11250 Waples Mill Road  
Fairfax, VA 22030-9400

Check Date

01/18/2018

Check Amount

\*\*\*\*\*\$800.00

\*\* Void after 90 days \*\*

Eight Hundred and 00/100----- US Dollar

**PAY TO THE** North Carolina State University  
**ORDER OF** Attn: Finance  
Rowan County 4-H Shooting Sports  
2727-A Old Concord Road  
Salisbury, NC 28146




Authorized Signatures

⑈079840⑈ ⑆12⑆000248⑆205000023072⑆⑈



[illegible]

[illegible]

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO BUDGET FOR TOURISM RAILWALK CAPITAL PROJECT.  
FUNDS WILL BE REPAID BY THE TDA OVER A FIVE  
YEAR PERIOD.

Date: 3/27/2018

700,000

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
C/A - TDA RAILWALK PROJECT	E	1154112-574002	350,000	
APPROPRIATED FB - UNRESTRICTED	R	1144112-495000	350,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____		Approved: _____	Period - Journal #	<u>09-716</u>
Disapproved: _____		Disapproved: _____	Keyed By:	<u>JMH</u>
Amended: _____		Amended: _____	Date Keyed:	<u>3/27/2018</u>
Date: _____		Date: _____	Posted By:	_____
Signature: _____		Signature: _____	Date Posted:	_____

**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:**  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

**Description**

Monthly Board Appointments

**Upload Date**

3/26/2018

**Type**

Cover Memo



**MONTHLY BOARD APPOINTMENTS**  
**April 2, 2018**  
**COMMISSION MEETING**

---

**HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE**

- Margaret (Peggy) Price has applied to fill the At-Large appointment on the Home and Community Care Block Grant Committee.

If appointed, Mrs. Price's 2-year term date would begin April 2, 2018 and expire on March 31, 2020.

**JUVENILE CRIME PREVENTION COUNCIL**

- There is one vacancy for a Member of the Public, and the following applications have been received:
  - Detavius Mason
  - Giovanni Spillman

The appointment would be for a 2-year term date beginning April 2, 2018 and expiring on June 30, 2020.

- Carol Houpe has applied to replace Sharon Gardner as the Rowan-Salisbury School System Superintendent Designee. If approved, Ms. Houpe will serve the remainder of Ms. Gardner's term expiring on June 30, 2018 after which she will be eligible for the appointment of (2) 2-year terms.

**SALISBURY-ROWAN COMMUNITY ACTION AGENCY**

- Amy Archer Brown has applied to fill the vacancy on the Salisbury-Rowan Community Action Agency Board.

The Board is asked to consider the approval of Ms. Brown's appointment for a 2-year term date beginning April 2, 2018 and expiring June 30, 2020.

**CURRENT AND/OR UPCOMING VACANCIES**

- ABC Board- 1 vacancy (City of Kannapolis Appointment)
- Adult Care Home Advisory Board- 10 vacancies (At Large Appointments)
- Board of Public Health- 2 vacancies (1 Veterinarian, and 1 Pharmacist Appointment)
- City of Salisbury Planning ETJ- 2 vacancies (At Large Appointments)
- City of Salisbury Zoning ETJ- 3 vacancies (1 At Large, and 2 Alternate Appointments.)
- Dangerous Dog Appeals Board-1 vacancy (At Large Appointment)
- Historic Landmarks Commission- 2 vacancies (At Large Appointments)
- Home and Community Care Block Grant Advisory Committee- 1 vacancy (1 Member of the Region F Advisory Committee Appointment.)
- Industrial Facilities and Pollution Control Finance Authority- 3 vacancies (At Large Appointments)
- Nursing Home Advisory Committee- 5 vacancies (At Large Appointments)
- Region F Aging Advisory Committee- 1 vacancy (At Large Appointment)
- Town of Faith Planning ETJ- 2 vacancies (1 Alternate, and 1 At Large Appointment)

- Town of Faith Zoning ETJ- 1 vacancy (At Large Appointment)
- Town of Spencer Planning and Zoning Board Adjustment ETJ- 1 vacancy (Alternate Appointment)
- Zoning Board of Adjustment- 2 vacancies (At Large Appointments)



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

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

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

<b><u>Name:</u></b> Margaret (Peggy) C. Price	<b><u>Date:</u></b> 03/21/2018
<b><u>Address:</u></b> 101 Carriage Lane	<b><u>Home Phone:</u></b> 704-639-5090
<b><u>City, State, Zip:</u></b> Salisbury, North Carolina 28146	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> priceg12@yahoo.com	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> Pfeiffer College, BA in Christian Education	
<b><u>Current Employer:</u></b> Retired	<b><u>Occupation:</u></b>
<b><u>I am interested in the following Board / Commission:</u></b> Home and Community Care Block Grant Committee (HCCBG)	
<b><u>Recent Community Activities:</u></b> Very active in church, serving on Trustees and Staff Parish Relations Committees, and as a Sunday School teacher.	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I was on the staff of the Senior Services Department of Rowan County prior to the department being downsized. I worked closely with the HCCBG Committee while working at Senior Services and know what is involved with the funding. I am interested in serving the seniors of Rowan County by utilizing community resources to assist in their daily living.	
<b><u>Have you ever been convicted of a felony:</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	

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

Initial: MCP





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**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

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

<b><u>Name:</u></b> Detavius Mason	<b><u>Date:</u></b> 02/28/2018
<b><u>Address:</u></b> 5210 Grandeur Dr	<b><u>Home Phone:</u></b> 336-209-1065
<b><u>City, State, Zip:</u></b> Salisbury, NC 28146	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> Detavius.Mason@gmail.com	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> MPH - (Community Health)  B.S. Exercise Physiology	
<b><u>Current Employer:</u></b> Salisbury VA	<b><u>Occupation:</u></b> Health Administration
<b><u>I am interested in the following Board / Commission:</u></b> Juvenile Crime Prevention Council	
<b><u>Recent Community Activities:</u></b> Extensive volunteer history with organizations such as Omicron Delta Kappa, Alpha Phi Omega, and NAACP as well as in personal time	
<b><u>Why do you feel you are qualified for this appointment:</u></b> Background in Public Health (community health)  Extensive volunteer history  The desire to help	

Have you ever been convicted of a felony:

No

If the answer is yes above, please explain:

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

Initial: DTM



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**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

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

<b><u>Name:</u></b> Giovanni Vincent Spillman	<b><u>Date:</u></b> 03/22/2018
<b><u>Address:</u></b> 5355 Wildwood Dr	<b><u>Home Phone:</u></b> 704-603-4577
<b><u>City, State, Zip:</u></b> Salisbury, NC 28146	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> gvspillman@gmail.com	<b><u>Work Phone:</u></b> 704-495-2766
<b><u>Education:</u></b> I earned a bachelors degree in Criminal Justice/ Homeland Security at Liberty University.  I am currently working towards my Masters in Public Policy, which I expect to finish later this year.	
<b><u>Current Employer:</u></b> Clean Right Commercial Cleaning (Family)'	<b><u>Occupation:</u></b> Office Worker
<b><u>I am interested in the following Board / Commission:</u></b> Juvenile Crime Prevention Council	
<b><u>Recent Community Activities:</u></b> - Charitable events for my church  - Youth advisor at church	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I feel as if my education follows me, and I am a twenty-year-old who is about to finish my Master's	

degree. I also think that with as young as I am, I can relate and connect with youth. I have had a lot of my friends who were in high school with me, turn out to end up in jail all of the time, or prison. I want to help the youth, and make sure they do not go down the wrong path. The youth of this country is the future of it.

**Have you ever been convicted of a felony:**

No

**If the answer is yes above, please explain:**

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

Initial: GS





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: Carol Ann Houpe Date of Application: 03 / 23 / 2918

Home Address: 240 Castle Keep Road, Salisbury, NC 28146

*Street Address, City, Zip Code*

Home Phone: 704-603-4443 Business Phone: 704-630-6033

Cell Phone: 704-213-9614 Fax Number: NA

Email Address: houpecs@rss.k12.nc.us Gender: Male ☐ Female ☒

Education: Health Education

Current Employer: Rowan-Salisbury School System Occupation: Director of Student Services

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:**

Over 25 years of experience working with children, youth, and families to address community issues. I have worked for the following organizations in Rowan County: Health Department, Adolescent & Family Enrichment Council, and Rowan-Salisbury School System.

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: CD



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**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

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

<b><u>Name:</u></b> Amy Archer Brown	<b><u>Date:</u></b> 03/21/2018
<b><u>Address:</u></b> 1415 Miller Road	<b><u>Home Phone:</u></b> 704-239-1351
<b><u>City, State, Zip:</u></b> China Grove, NC 28023	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> abrown@smartstartrowan.org	<b><u>Work Phone:</u></b> 704-630-9085
<b><u>Education:</u></b> Bachelor of Business Administration from Catawba College	
<b><u>Current Employer:</u></b> Smart Start Rowan	<b><u>Occupation:</u></b> Executive Director
<b><u>I am interested in the following Board / Commission:</u></b> Salisbury-Rowan Community Action Agency	
<b><u>Recent Community Activities:</u></b> Member of Healthy Rowan Coaliton, Rowan County Child Protection Team Member, Member of Rowan County United Way Needs Assessment Advisory Committee, Member of Rowan Reads to Newborns Coalition, Member of Ready, Set, Read Rowan Coalition (Chair of Kindergarten Readiness Committee)	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I have been Smart Start Rowan's Executive Director for 4 years, and have been employed by the agency in various roles for 14 years. I have a long standing history of working in the realm of early childhood education, including Head Start, a program that is overseen by SRCAA. I am committed to community involvement and collaboration, to better serve children and families.	
<b><u>Have you ever been convicted of a felony:</u></b> No	

If the answer is yes above, please explain:

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

Initial: AAB