



ROWAN COUNTY COMMISSION AGENDA
June 18, 2018 - 6:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: June 4, 2018

1 Consider Approval of Consent Agenda

- A. Resolution for Sidearm for Retiring Sgt. C. D. Stewart
- B. Tax Refunds for Approval
- C. Piedmont Pharmaceutical Care Agreement - Diabetes Management Program
- D. Juvenile Crime Prevention Council Funding Plan
- E. FY 2018 Vehicles Financing Proposals
- F. Proclamation Honoring and Celebrating The 100th Birthday of Rosella "Aunt Rose" Caldwell
- G. Request funding for Rural Broadband Task Force Survey Tax Bill Mailing Insert

2 Public Comment Period

- 3 Public Hearing & Executive Summary Presentation - Project Frozen
- 4 Public Hearing for Z 04-18
- 5 Public Hearing for Z 03-18
- 6 Consider PE 02-18 Request for Dragon Boat Festival
- 7 Financial Report
- 8 Selection of Voting Delegate for NCACC Conference
- 9 Budget Amendments
- 10 Closed Session
 - Approval of Closed Session Minutes
 - For Attorney-Client Privileged Communication
 - Personnel
- 11 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: June 11, 2018
SUBJECT: Consider Approval of the Minutes: June 4, 2018

ATTACHMENTS:

Description

June 4, 2018 Minutes

Upload Date

6/11/2018

Type

Cover Memo

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



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

DRAFT

Rowan County Board of Commissioners

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

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

June 4, 2018 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

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

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

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

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

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds pulled Consent Agenda item D (No Tobacco Product Use on Rowan County Parks Ground and Buildings) from the Consent Agenda and placed it on the regular agenda as item #5a.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Caskey seconded and the vote to approve the minutes of the May 21, 2018 Commission Meeting passed unanimously.

Equal Opportunity Employer



recycled paper

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Permission To Submit Grant Request to Uwharrie District of the United Methodist Church
- B. Schedule Public Hearing for Z 04-18 for June 18, 2018
- C. Schedule Public Hearing for Z 03-18 for June 18, 2018
- D. No Tobacco Product Use on Rowan County Parks Ground and Buildings (placed on the agenda as item #5a for discussion)
- E. Request to Schedule a Public Hearing for June 18th for "Project Frozen"
- F. Hickory Sand Company – CO #2
- G. West Branch Library – Grant Applications
- H. Second Reading for ZTA 01-18
- I. Home & Community Care Block Grant Funding Plan For FY 2018-19
- J. Airport Sign

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period and with no one wishing to address the Board, Chairman Edds closed the Public Comment Period.

3. PRESENTATION BY HOLLY WALLACE FOR NCACC YOUTH VOICE SUMMIT

Chairman Edds announced that Holly Wallace was selected by NC 4-H to represent Rowan County at the Youth Voice Summit (Summit) in conjunction with the North Carolina Association of County Commissioners Annual Conference in August.

Ms. Wallace talked about her 4-H experiences as part of her eligibility process for participation in the leadership opportunity for the Summit.

In closing, the Commissioners granted Ms. Wallace's request to allow her the opportunity to have a photo made with the Board.

A round of applause followed the presentation.

4. QUASI-JUDICIAL HEARING: CUP 04-18

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for CUP 04-18 to be in session. Chairman Edds said the hearing would focus on an application submitted by Steve and Vicki Southerland to construct a residential storage facility on Tax Parcel 606 047 located on lot 6 of Bay Ridge Estates.

The Clerk swore in those wishing to testify in the case.

Aaron Poplin, Planner for Rowan County, presented the Staff Report (Exhibit B), as well as a power point (Exhibit C) as he discussed the application.

Mr. Poplin explained that the Southerlands were requesting a conditional use permit (CUP) to accommodate a 1,200 square foot residential storage facility on Tax Parcel 606 047. The proposed structure would be located on the parcel in which they plan to construct their house at a later date, and used to store personal items and equipment during the construction of their home. According to Mr. Poplin, the applicants had worked with the homeowners association of Bay Ridge Estates to amend the covenants of the neighborhood to allow the placement of the proposed residential storage facility.

Mr. Poplin highlighted the conditional use and evaluation criteria outlined in the Staff Report (Exhibit B).

Procedurally, Mr. Poplin said the Board must adopt facts supporting the findings of fact based on the six evaluation criteria. Mr. Poplin provided the Board with Example Findings of Fact (Exhibit D).

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

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

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

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

The motion was seconded by Commissioner Caskey and passed unanimously.

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

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

Commissioner Caskey seconded and the motion carried unanimously.

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

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

The motion was seconded by Commissioner Caskey and passed unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve CUP 04-18 passed unanimously.

5. DISCUSSION ON TASK ORDER FOR MCGILL ASSOCIATES REGARDING LOCATION OF THE NEW RECYCLING CENTER

Commissioner Pierce discussed the funding component for the construction of the new Recycling Center (Center), which was being funded from the Enterprise Fund. Commissioner Pierce continued by saying the County had purchased property on Julian Road with funds from the Enterprise Fund.

Commissioner Pierce said since the property had been purchased, the Board had discussed an alternate location for the Center. If the alternate location was chosen, Commissioner Pierce reminded the Board the County would have to reimburse the Enterprise Fund from the Fund Balance, if the alternate location was chosen.

Chairman Edds opened the floor for any discussion and with there being none, he thanked Commissioner Pierce for the comments.

ADDITION

5a. NO TOBACCO PRODUCT USE ON ROWAN COUNTY PARKS GROUND AND BUILDINGS

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

Chairman Edds said Parks and Recreation wanted to change Regulation No. 27 pertaining to smoking to a revised regulation.

Chairman Edds read the current regulation as follows:

No person shall smoke in any structure or place in any park where smoking is prohibited. Smoking may be forbidden by the Department or its authorized agent in any part of any park when it is deemed the fire hazard makes such action advisable.

Chairman Edds read the proposed revised regulation as follows:

No Smoking, e-cigarettes, and vaping devices and use of other tobacco products in County Parks, Recreational Buildings and on County Recreational Grounds.

Chairman Edds offered additional changes to the revised regulation. Chairman Edds continued by reading the preferred language for Regulation #27 in its entirety as follows:

No Smoking, e-cigarettes, and vaping devices and use of other tobacco products in County Parks, Recreational Buildings and on County Recreational Grounds. New signage will be installed at entrances to parks and various locations. All ashtrays and old signage will be removed. Anyone observed in violation of Regulation #27 will be approached by parks staff and asked to refrain from using banned products. Failure to comply may result in being asked to leave the park.

Chairman Edds said the ban would not involve law enforcement or the writing of citations.

Commissioner Greene stated Parks and Recreation had never been against having a non-smoking park; however, it was the enforcement that had been difficult. Commissioner Greene said the County did not want youth employed during summer months involved in writing citations or to be involved in the enforcement process, other than to remind visitors the parks were smoke-free.

Commissioner Klusman moved to approve the revised regulation (with the changes as recommended by Chairman Edds). The motion was seconded by Commissioner Greene and passed unanimously.

6. DISCUSSION REGARDING JULY MEETING SCHEDULE

Chairman Edds said the Board of Commissioners had typically voted in the past to cancel its second monthly meeting during the month of July. The second meeting was scheduled for July 16, 2018.

After a brief discussion, Commissioner Klusman moved to cancel the second regularly scheduled meeting for the month of July 2018. The motion was seconded by Commissioner Caskey and passed unanimously.

7. BUDGET AMENDMENT

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

- Finance – To budget for increase in revenue and expenditure for Rescue Squad turnover - \$27,000

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

8. CONSIDER APPROVAL OF BOARD APPOINTMENTS **CENTRALINA WORKFORCE DEVELOPMENT BOARD**

Mike Beaver has applied for reappointment as a Private Sector Representative for Rowan County. Mr. Beaver is eligible for reappointment, and the Board is asked to approve his application for a 2-year term date beginning July 1, 2018, and ending June 30, 2020.

Commissioner Klusman moved, Commissioner Caskey seconded and the vote to approve Mike Beaver for reappointment carried unanimously.

Milford Lewis Goldsmith has applied for reappointment as a Private Sector Representative for Rowan County. Mr. Lewis is eligible for reappointment, and the Board is asked to approve his application for a 2-year term date beginning July 1, 2018, and ending June 30, 2020.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to reappoint Milford Goldsmith passed unanimously.

DANGEROUS DOG APPEALS BOARD

Cheryl Peevy applied to fill a vacancy on the Dangerous Dog Appeals Board.

Commissioner Klusman moved to appoint Cheryl Peevy for a 3-year term beginning June 4, 2018, and ending May 31, 2021. The motion was seconded by Commissioner Greene and passed unanimously.

HISTORIC LANDMARKS

Alfred C. Wilson applied to fill a vacancy on the Historic Landmarks Commission. Commissioner Greene moved the appointment with a 3-year term date beginning June 4, 2018, and ending May 31, 2021. The motion was seconded by Commissioner Klusman and passed unanimously.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE

Christina Sides Joyce applied to fill a vacancy on the Home and Community Care Block Grant Advisory Committee. The term would be for 2 years beginning on June 4, 2018, and ending May 31, 2020.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to appoint Christina Joyce carried unanimously.

INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCE AUTHORITY

Andrew Hayden Poston applied to fill a vacancy on the Industrial Facilities and Pollution Control Finance Authority. The Board was asked to approve the appointment with a 6-year term beginning June 4, 2018, and ending May 31, 2024.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to appoint Andrew Poston carried unanimously.

JUVENILE CRIME PREVENTION COUNCIL

There was one vacancy on the Juvenile Crime Prevention Council for a Member of the Public. The appointment was for a 2-year term beginning June 4, 2018, and ending May 31, 2020. The following applications were received:

- Jason Scott Hinson
- Giovanni Spillman

Commissioner Klusman moved to appoint Jason Scott Hinson. The motion was seconded by Commissioner Caskey and passed unanimously.

Macon Stewart applied for reappointment. The Board was asked to approve the appointment for a 2-year term beginning July 1, 2018, and ending June 30, 2020.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to reappoint Macon Stewart carried unanimously.

Don Bringle applied for reappointment to the Juvenile Crime Prevention Council. Mr. Bringle has served a total of 3 terms, making him ineligible for reappointment; however, the Council considered Mr. Bringle to be an invaluable member. The Board was asked to consider waiving the term limit again, approving Mr. Bringle for an additional 2-year term date beginning July 1, 2018 and ending June 30, 2020.

Commissioner Klusman moved to waive the term limits (as outlined in a Resolution approved by the Board in September 2012). The motion was seconded by Commissioner Greene and passed unanimously.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to reappoint Don Bringle carried unanimously.

Alisa Russell applied for reappointment to the Juvenile Crime Prevention Council. Ms. Russell had served a total of 3 terms, making her ineligible for reappointment; however, the Council considered Ms. Russell to be an instrumental member. The Board was asked to consider waiving the term limit again, approving Ms. Russell's appointment for an additional 2-year term beginning July 1, 2018 and ending June 30, 2020

Commissioner Pierce moved to waive the term limits (as outlined in a Resolution approved by the Board in September 2012). The motion was seconded by Commissioner Greene and passed unanimously.

Commissioner Klusman moved to appoint Alisa Russell. The motion was seconded by Commissioner Greene and passed unanimously.

Tressy McLean-Hickey resigned from her role as Director of Mental Health, on the Juvenile Crime Prevention Council.

Commissioner Klusman moved to accept Ms. McLean-Hickey's resignation. The motion was seconded by Commissioner Greene and carried unanimously.

Shari Evans resigned from her role as a Member of the Public on the Juvenile Crime Prevention Council.

Commissioner Klusman moved to accept Ms. Evans' resignation. The motion was seconded by Commissioner Greene and carried unanimously.

ROWAN-CABARRUS COMMUNITY COLLEGE BOARD OF TRUSTEES

Dr. Lynn Marsh applied for reappointment to the Rowan-Cabarrus Community College Board of Trustees. The Board is asked to approve Dr. Marsh's reappointment with a 4-year term date beginning July 1, 2018, and ending June 30, 2022.

Commissioner Greene moved, Commissioner Pierce seconded and the vote to reappoint Dr. Lynn Marsh passed unanimously.

9. PUBLIC HEARING FOR PROPOSED FY 2018-19 BUDGET

The Board skipped to agenda item #10 (Closed Session) at 3:34 p.m. since the public hearing for the proposed budget was advertised to begin at 6:00 p.m.

Chairman Edds reconvened the meeting at 6:00 and opened the public hearing to receive comments from those wishing to address the Board concerning the proposed FY 2018-19 budget. The following individuals came forward:

- Cindy Fink, Executive Director of Meals on Wheels (MOW), discussed the MOW budget. Ms. Fink asked the Board to look at the Home and Community Care Block Grant (HCCBG) and consider a more equitable distribution of funds. Secondly, Ms. Fink asked the Board to consider an allocation directly to MOW. Lastly, Ms. Fink asked the Board to follow up with the HCCBG regarding the rules of organization to make sure all agencies have a seat at the table.
- Bruce Miller, Chairman of Soil and Water District asked the Board to include a fulltime position in the FY 2018-19 budget to assist Chris Sloop.

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

At this point, Chairman Edds asked Assistant County Manager/Finance Director Leslie Heidrick to review the recommended changes that had been made earlier in the day during the budget work session.

Ms. Heidrick highlighted the Board's recommendations as follows:

- County Manager provided changes that showed some additions/deletions and net effect was an increase to appropriated fund balance of \$20,298
- Allow Veterans to have an appreciation luncheon at West End Plaza at no cost
- Increase Employee Appreciation to \$40,000 (an increase of \$6,200)

- Home and Community Care Block Grant increase of \$55,152 which would be offset by the amount in revenue
- Appropriation to Saving Grace Farm in the amount of \$3,500
- Addition of a fulltime position for Soil and Water (Support and education staff position). Ms. Heidrick said there was talk about the position being part-time to begin with; however, she budgeted for the full salary and benefits amount in case “it ramps up.” The budgeted amount was proposed was \$52,683.
- Add Maintenance Mechanic II to Parks for \$46,242
- Add \$50,000 for Rufty Holmes Senior Center swimming pool, which would only be spent to match other donations
- Adding part-time Animal Enforcement Officer at a cost of \$15,245
- There are 2 current positions at the Department of Social Services (DSS) and staff was going through the process to basically eliminate those positions but add in 2 positions the DSS Director, Donna Fayko, had requested in the budget process.

Chairman Edds asked if funds were added for the DSS positions. Ms. Heidrick responded that no funds were added and she felt there would be an increase in cost but right now she did not know. Ms. Heidrick continued by saying she thought if the Board left the budget, as is, with the cost of the salaries that were slightly less, the County could make up the difference during the year with lapsed salaries.

- Ms. Heidrick said the net effect of all the changes was an addition to expenditures \$229,320 because of the \$20,000 where DSS revenue was overstated. The increase to appropriated fund balance was less that amount.

Commissioner Klusman asked what happened to an appropriation for Meals on Wheels (MOW). Ms. Heidrick said there was \$55,152 for the HCCBG increase and it was her understanding from the regular meeting earlier in the day, the Board wanted to wait and hear from the HCCBG Advisory Board. Ms. Heidrick said the \$40,000 for MOW was encapsulated in the HCCBG's \$55,152.

Chairman Edds said the Board approved the \$55,152 HCCBG distribution.

Commissioner Pierce said the Board also said it would let the HCCGB Advisory Board meet and make recommendations on the distribution percentages. Commissioner Pierce said the Board wanted to put the funds in the budget for distribution.

Ms. Heidrick asked for clarification if an additional \$40,000 for MOW was to be added to the budget and Commissioner Klusman said that was her understanding.

Chairman Edds differed with Commissioner Klusman about the additional \$40,000.

Commissioner Pierce said the Commissioners were looking for ways to streamline the services and allow the Advisory Board to make its recommendations.

Ms. Heidrick agreed with Commissioner Pierce's comments, which she stated was also her understanding from the work session discussion. Ms. Heidrick said the Commissioners could make an appropriation if it did not agree with the Advisory Committee's recommendation.

Both Commissioner Pierce and Chairman Edds said the Board was not adding \$40,000 to the budget, rather the \$40,000 would come from the HCCBG funds.

After further discussion, Commissioner Klusman was agreeable to wait for the HCCGB Advisory Committee's recommendations.

Ms. Heidrick said the expenditure budget increase was \$229,320. The appropriated fund balance was going up to \$194,168. Ms. Heidrick explained the formula used to arrive at the total appropriated fund balance of \$11,150,795, restricted and unrestricted.

Commissioner Pierce moved to approve the FY 2018-19 budget, as amended. The motion was seconded by Commissioner Greene and carried unanimously.

10. CLOSED SESSION

Chairman Edds said the Board would now enter Closed Session in accordance with North Carolina General Statute § 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on August 21, 2017, August 28, 2017, January 16, 2018, February 19, 2018, March 5, 2018 and March 19, 2018; and in accordance with North Carolina General Statute § 143-318.11(a)(6) for a personnel matter.

Chairman Edds said the Board would hold a brief recess and reconvene at 3:40 for the Closed Session.

The Board returned to Open Session at 4:24 p.m.

Chairman Edds said the Board had discussed the Register of Deeds (ROD) pay relative to other ROD across the region.

County Manager Aaron Church provided a cursory review to the ROD salaries in the counties of Cabarrus, Davidson, Iredell, Randolph, Robeson, Rowan, Davie and Lincoln. Mr. Church said the average pay based on 2016 data was

approximately \$72,755. Mr. Church said the range for the counties was as high as \$83,695 and as low as \$65,085, which was Rowan County.

Commissioner Pierce moved to set the ROD salary to \$72,000. The motion was seconded by Commissioner Caskey and passed unanimously.

Chairman Edds declared the Board to be in recess at 4:26 p.m.

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

11. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 6:24 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Sheriff Kevin Auten
DATE: 05-31-2018
SUBJECT: Resolution for Sidearm for Retiring Sgt. C. D. Stewart

Resolution for Sidearm for Retiring Sgt. Claude Daron Stewart

ATTACHMENTS:

Description	Upload Date	Type
Copy of Resolution for Sgt. Stewart's Sidearm	5/31/2018	Cover Memo

RESOLUTION

ALLOWING RETIRING OFFICER TO PURCHASE SERVICE SIDEARM

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, Sergeant Claude Daron Stewart has served as a member of the Rowan County Sheriff's Office since August of 2005, and as a law enforcement officer in North Carolina for a total of 40 years; *and*

WHEREAS, Sergeant Claude Daron Stewart is retiring from the Rowan County Sheriff's Office effective June 29, 2018.

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

This the 18th day of June 2018.

Gregory C. Edds, Chairman
Rowan County
Board of Commissioners

ATTEST:

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Casey Robinson, Tax Collection Specialist
DATE: 06/05/2018
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
May 2018 Tax Refunds	6/5/2018	Cover Memo
April 2018 VTS Refunds	6/5/2018	Cover Memo

ENTERED
1-6-18

6/22/18

MAY 2018 TAX REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	TRANS #	REFUND
ADDISON TABITHA A	NA	700 CHURCH AVE	NA	KANNAPOLIS	NC	28081-2134	700 CHURCH AV	802932	74.41
ANGELES AVELINA OFELIA	NA	2830 WILKIE DR	NA	KANNAPOLIS	NC	28081-9390	2001 FEST 00014 00080	804813	29.32
ATHEY JEFFERY DEAN JR	NA	6075 LOWDER RD	NA	SALISBURY	NC	28147-8575	2015 TRACKER	803354	306.61
ATWELL DONALD RAYNEL	NA	634 HARRY ST	NA	CHINA GROVE	NC	28023-1916	1979 HYDRASPORT	806255	10.69
BACA REINA E GUTIERREZ	NA	1115 TALL OAK CIR	NA	SALISBURY	NC	28147	1987 OAKWOOD 00014 00070	805661	80.66
BACA REINA E GUTIERREZ	MERCADO JOSE	1115 TALL OAK CIR	NA	SALISBURY	NC	28147	1987 OAKWOOD 00014 00070	803901	36.47
BAESSLER DANIELLE &	NA	452 QUAIL POINT DR	NA	SALISBURY	NC	28147-0000	452 QUAIL POINTE DR	804907	170.88
BALASH JOSEPH PATRICK	NA	4911 LONG FERRY RD	NA	SALISBURY	NC	28146-8478	4911 LONG FERRY RD	806055	433.69
BALL MICHAEL PRESTON	NA	165 BURMAC CIR	NA	SALISBURY	NC	28147-9432	1991 FLEETWOOD 00014 00070	802944	52.80
BALL MICHAEL PRESTON & WF	BALL DEBBIE LYNN	165 BURMAC CIR	NA	SALISBURY	NC	28147-9432	1991 FLEETWOOD 00014 00070	804039	67.51
BARRAGAN MARLEEN	NA	3120 MORGAN RD	NA	GOLD HILL	NC	28071	CLEARING ACCT	803311	55.25
BASINGER JEFFREY DAULTON	NA	907 SAMUEL ADAMS CIR SW	NA	CONCORD	NC	28027-0136	2106 TEMPLE ST	806226	185.64
BATES PAULINE Y & HUSB	BATES TIMOTHY L	1138 LAUREL ST	NA	SALISBURY	NC	28144-3830	1138 LAUREL ST	805183	232.88
BEASTON WILBERT STANFORD JR	NA	8535 DOGWOOD DR	NA	KANNAPOLIS	NC	28081-8585	8535 DOGWOOD DR	806545	7.41
BECK DONNA LINK	NA	250 INDEPENDENCE DR	NA	SALISBURY	NC	28147-7050	250 INDEPENDENCE DR	803679	62.12
BECK DONNA LINK	NA	250 INDEPENDENCE DR	NA	SALISBURY	NC	28147-7050	1997 REDMAN 00014 00060	805376	66.24
BENTLEY RICHARD LEE	NA	335 OAK MOUNTAIN RD	NA	SALISBURY	NC	28147-7519	335 LEIGH DR	805651	141.29
BIRD JOANN M	NA	210 DOLLIE CIR	NA	SALISBURY	NC	28147-4706	1972 MADISON 00012 00065	804869	84.55
BLACK JOSEPH DANIEL	NA	1540 N MAIN ST	NA	CHINA GROVE	NC	28023-8446	1992 MAGI PERMTAG AD59492	805042	67.83
BLUE THELKA ANASTASIA	NA	1035 FLAT ROCK RD	NA	CHINA GROVE	NC	28023-9598	1035 FLAT ROCK RD	806283	196.81
BODNAR MARK JAMES	NA	700 HENDERSON DR	NA	ROCKWELL	NC	28138-9467	2007 CHEV SIL TK P-UP C1500/R10 1/2 TON	804328	247.20
BRADLEY CHRISTOPHER BRIAN	NA	3045 GOODNIGHT RD	NA	SALISBURY	NC	28147	110 WISCONSIN DR	805236	71.03
BRADLEY CHRISTOPHER BRIAN	NA	3045 GOODNIGHT RD	NA	SALISBURY	NC	28147-8529	3045 GOODNIGHT RD	804903	226.23
BRADLEY CHRISTOPHER BRIAN & WF	BRADLEY MICHAEL G & WF TOSHIA	3045 GOODNIGHT RD	NA	SALISBURY	NC	28147	110 WISCONSIN DR	803357	75.56
BRAWLEY REGINAL GENE	NA	2710 IRETON PL	NA	KANNAPOLIS	NC	28083-4472	109 BEE TREE LN	803337	88.83
BRAWLEY REGINAL GENE	BRAWLEY JACQUELINE HARVEY	2710 IRETON PL	NA	KANNAPOLIS	NC	28083-4472	109 BEE TREE LN	802662	207.98
BUILT GREEN INC	NA	PO BOX 1345	NA	SALISBURY	NC	28145-1345	5 WHITE OAK CIR	804753	7.98
BUILT GREEN INC	NA	PO BOX 1345	NA	SALISBURY	NC	28145-1345	CLASS SP ASM# 000	804756	46.27
BURRAGE KEVIN LEE	NA	5995 US HWY 52	NA	SALISBURY	NC	28146-8138	1994 SKEE AC13837	805232	20.08
BURRAGE TEDDY GRANT	NA	1020 HINSON RD	NA	RICHFIELD	NC	28137-6704	1956 OLDS	805249	128.73
BURRIS JASON WESTLEY	NA	906 OVAL ST	NA	KANNAPOLIS	NC	28083-0000	906 OVAL ST	805608	28.80
BURRIS JASON WESTLEY	NA	906 OVAL ST	NA	KANNAPOLIS	NC	28083-0000	906 OVAL ST	806221	6.98
BURRIS JASON WESTLEY	NA	906 OVAL ST	NA	KANNAPOLIS	NC	28083-0000	2009 TOYT 25	804884	65.03
BUTLER ALICIA	NA	8147 LASSITER MILL RD	NA	TROY	NC	27371	360 MOUNTAIN VIEW RD	804900	171.00
CALIBER HOME LOANS	NA	3001 HACKBERRY RD	NA	IRVING	TX	75063-0156	517 W 9TH ST	806052	6.55
CAMPBELL RON ANTHONY	NA	1019 KINGSWAY DR	NA	SALISBURY	NC	28146-7166	2008 SMOKERCRAFT SUNCHASER	803071	177.79
CARBAJAL CASSANDRA MARIE	NA	8087 LONGBRIAR DR	NA	KANNAPOLIS	NC	28081-0000	8087 LONGBRIAR DR	805479	54.53
CARBAJAL RAFAEL RAUL	NA	8087 LONGBRIAR DR	NA	KANNAPOLIS	NC	28081-0000	8087 LONGBRIAR DR	805617	96.93
CARBAJAL RAFAEL RAUL & WF	CARBAJAL CASSANDRA MARIE	8087 LONGBRIAR DR	NA	KANNAPOLIS	NC	28081-0000	8087 LONGBRIAR DR	804286	50.49
CARR DAVID KENNETH & WF	CARR KIMBERLY KAY	216 DEPOT ST	NA	ROCKWELL	NC	28138-9799	216 DEPOT ST	805053	247.98
CHESNEY WILLIAM S	NA	12650 HIGHWAY 52	NA	GOLD HILL	NC	28071	12650 US 52 HWY	806032	79.20
CHRISTIE PAMALA	NA	380 FARM HOUSE RD	NA	SALISBURY	NC	28147-9592	1969 UNKNOWN 00012 00060	804009	49.52
CHRISTIE PAMELA JEAN	NA	380 FARM HOUSE RD	NA	SALISBURY	NC	28147-9592	380 FARM HOUSE RD	805048	38.50
CLEM LEON J JR	NA	141 CLOVER RIDGE CT	NA	CLEVELAND	NC	27013-9328	141 CLOVER RIDGE CT	806525	253.53
CLINE CHRISTOPHER DALE	NA	155 CEDAR GLEN CIR LOT 58	NA	CLEVELAND	NC	27013-8600	1995 OAKWOOD 00014 00080	805848	64.15
COBB BRADLEY STEPHEN	NA	523 YATES RD	NA	SALISBURY	NC	28146-2312	525 YATES RD	804624	139.91
COCHRAN DAVID	NA	1216 HIDDEN OAKS DR SE	NA	CONCORD	NC	28025-0000	REFUND	803281	72.06
COLEMAN KENNETH	NA	170 MAGNOLIA CIR	NA	SALISBURY	NC	28147 8005	1996 FORD TK PICKUP RANGER	806204	67.67
COLVERT MELVIN NELSON	NA	324 E BANK ST	NA	SALISBURY	NC	28144-5506	1987 GLASTRON I/O	804869	72.98
COOK GINA T	NA	1975 MOUNT HOPE CHURCH RD	NA	SALISBURY	NC	28146-7765	SUNCREEK LN	803073	462.00
COOK GINA TOWELL	NA	1975 MOUNT HOPE CHURCH RD	NA	SALISBURY	NC	28146-7765	MT HOPE CHURCH RD	805355	137.97

240 Batch 6732

COOK TIMOTHY JAMES	NA	602 W MAIN ST	NA	ROCKWELL	NC	28138	602 W MAIN ST	803483	91.07
CORDLE THOMAS LEE	CORDLE MASHALL HICKS	2475 GOODNIGHT RD	NA	SALISBURY	NC	28147-8523	GOODNIGHT RD	805797	208.36
CORELOGIC	ATT: ESCROW REFUND DEPT.	3001 HACKBERRY RD	NA	IRVING	TX	75063	1830 1ST ST	802486	640.26
CORL MARK G	T/A MARKS BRAKE & ALIGNMENT	108 WESTVIEW ST	NA	KANNAPOLIS	NC	28081-2464	SECT SCH J10 CLASS EQ ASM# 00	806061	122.40
CRANFORD KATHY	NA	4523 COLD SPRINGS RD SOUTH	NA	CONCORD	NC	28025-0000	RIVERSIDE DR	805152	5.00
CRANFORD ROY ALLEN	NA	PO BOX 576	NA	FAITH	NC	28041-0000	3370 FAITH RD	806243	204.62
CRUSE PATRICK RYAN	NA	2075 LOWER PALMER RD	NA	SALISBURY	NC	28146-8172	2008 MERCURY O/B	804879	39.96
DANNER AUSBERT L	NA	2306 SOMMER DALE LN	NA	NEWTON	NC	28658-8159	915 S LONG ST	804869	358.56
DARIUS HEDRICK INC	NA	PO BOX 246	NA	GOLD HILL	NC	28071-0246	770 ST STEPHENS CHURCH RD	803879	1.02
DILLINGHAM SANDRA WEBB	NA	400 FORESTDALE DR	NA	SPENCER	NC	28159-0000	N WHITEHEAD AV	804703	198.30
DIMARZO DARRIN J	NA	160 WILEY LN	NA	SALISBURY	NC	28146-7608	160 WILEY LN	804317	155.38
DRYE JOHN WHITFIELD	NA	409 N ZION ST	NA	LANDIS	NC	28088-1050	TAYLOR ST	804288	306.25
DUPREE WILLIAM THURSTON	NA	1190 FAWN CREEK RD	NA	SALISBURY	NC	28147-6104	FAWN CREEK RD	803071	66.00
EARNHARDT JOHN T &	NA	PO BOX 420	NA	FAITH	NC	28041-0420	1420 LEGION CLUB RD	803473	170.00
EARNHARDT NICHOLE BUTLER	EARNHARDT JOHNNY LEE	9063 SMITH RD	NA	KANNAPOLIS	NC	28081-8540	9063 SMITH RD	805007	32.33
EDDLEMAN IRMA M	NA	208 LOVE ST	NA	STANFIELD	NC	28163-0000	170 TREXLER RD	803993	114.31
EDDLEMAN LEONARD EUGENE II & WF	NA	208 LOVE ST	NA	STANFIELD	NC	28163-0000	170 TREXLER RD	804930	56.20
ELLIS BRIAN DONNELL	NA	PO BOX 755	NA	EAST SPENCER	NC	28039-0755	1016 BUTLER ST	803123	29.61
EVANS RICKY J	NA	PO BOX 511	NA	WOODLEAF	NC	27054-0511	180 FLEMING RD	806432	79.16
FIFTH THIRD BANK	ATTN: JANET LOVINS	5001 KINGSLEY DR	NA	CINCINNATI	OH	45227	2015 KAUF PERM TAG AE18278	803858	997.14
FIFTH THIRD BANK	MADISONVILLE OPERATIONS CENTER	MAIL DROP 1MOC2N	NA	CINCINNATI	OH	45263	708 MITCHELL AV	805779	13.07
FINGER MARVIN BLAIR	NA	3025 HALL RD	NA	CLEVELAND	NC	27013-9270	3025 HALL RD	803887	16.89
FLETCHER JAMES ASHLEY	NA	14940 OLD BEATTY FORD RD	NA	GOLD HILL	NC	28071-0000	1475 ZION CHURCH RD	805064	1083.34
FOSTER JOEL ALEXANDER	NA	306 LINDEN AV SW	NA	CONCORD	NC	28025-0000	3165 HIGH ROCK RD	802721	118.21
FREEMAN JUDITH GAIL WOOD	NA	PO BOX 1812	NA	SALISBURY	NC	28145-1812	1716 S MAIN ST	805127	175.00
FREEZE JOSHUA BRANDON	NA	285 ANGEL LN	NA	MOORESVILLE	NC	28115-7005	285 ANGEL LN	802846	198.63
FREEZE JOSHUA BRANDON	NA	285 ANGEL LN	NA	MOORESVILLE	NC	28115-7005	285 ANGEL LN	802851	198.63
FREEZE JOSHUA BRANDON	NA	285 ANGEL LN	NA	MOORESVILLE	NC	28115-7005	285 ANGEL LN	802855	198.63
FREEZE JOYCE MCLAIN	NA	8225 W NC 152 HWY	NA	MOORESVILLE	NC	28115-4214	2000 FORD EPT MP EXPEDITION XLT 4X4	804862	260.88
GERDES LUKE ANTHONY	NA	17300 COOL SPRINGS RD	NA	CLEVELAND	NC	27013-8854	1987 FLEETWOOD 00014 00070	804710	73.11
GOBLE JOHN A	NA	2519 ARNOLD DR	NA	SALISBURY	NC	28144-1209	125 TIMBER RIDGE DR	803085	249.41
GODBEY RUSTY GROVER	NA	518 CHURCH STREET EXT	NA	MOCKSVILLE	NC	27028-2174	STOKES FERRY RD	804555	21.41
GREENE CHRYSAL	NA	1038 HOLMES AVE	NA	SALISBURY	NC	28144-2612	MOORE HAVEN DR	806711	76.97
GREENE JAMES MYRON JR	NA	1038 HOLMES AVE	NA	SALISBURY	NC	28144-2612	MOORE HAVEN DR	806730	53.29
GRIFFIN ANDREW DEAN	NA	9765 OLD CONCORD RD	NA	CHINA GROVE	NC	28023-8634	2008 TRACKER 1754SC	804374	29.88
GRIFFIN DAMON THOMAS	NA	411 MOON RIVER RD	NA	SALISBURY	NC	28146-2492	1978 UNKNOWN 00014 00070	803397	32.21
GRUBB ROBERT EUGENE JR	NA	240 FORESAIL RD	NA	SALISBURY	NC	28146-9467	1998 SUN TRACKER	803071	324.24
GUERRERO DELGADO JOSE ANTONIO	NA	1025 SIDNEY DR	NA	SALISBURY	NC	28147-8237	109 TAMMY RD	803434	30.31
HAGERMAN WILLIAM V	NA	PO BOX 1216	NA	SALISBURY	NC	28145-1216	1978 UNKNOWN 00014 00060	805411	68.77
HAGERMAN WILLIAM V & WF	NA	PO BOX 1216	NA	SALISBURY	NC	28145-1216	1978 UNKNOWN 00014 00060	806437	106.92
HALL PATRICIA LYNN	NA	150 JAN MAR DR	NA	CHINA GROVE	NC	28023-9209	1997 OAKWOOD 00014 00070	804921	66.86
HAM KAY	NA	413 MILLER AVE	NA	SALISBURY	NC	28144-0000	300413 MILLER AV	804689	262.33
HAMILTON CRAIG EUGENE	NA	275 RIVERSIDE DR	NA	SALISBURY	NC	28146-5503	1996 YAMAHA O/B	804868	267.60
HARPER CARL W	NA	538 W KIRK ST	NA	CHINA GROVE	NC	28023-1930	538 KIRK ST	804268	36.84
HART PRECILLA A	NA	1310 OAK BREEZE DR	NA	MOORESVILLE	NC	28115-8202	1310 OAK BREEZE DR	805149	108.36
HATHCOCK JEFFERY LYNN	NA	105 VIVIAN RD	NA	CHINA GROVE	NC	28023-5653	1992 FLEETWOOD 00014 00066	806282	242.01
HAWKINS JOHN OBRYAN	NA	1294 RIVER TRACE LN	NA	SALISBURY	NC	28144-8836	1997 FORD EPT MP EXPEDITION 4X4	803140	28.82
HEILIG HAROLD	NA	516 S MARTIN LUTHER KING JR AV	NA	SALISBURY	NC	28144-0000	521 S CLAY ST	803462	118.33
HENRY PAULA ELAINE	NA	810 S MAIN ST APT 102D	NA	SALISBURY	NC	28144-5415	2007 MAZD MCX MP CX-7	804868	85.51
HERNANDEZ ROSA AMELIA	NA	502 6TH ST	NA	SPENCER	NC	28159	1996 MARIAH	805050	57.65
HICKS ROBIN SUE	NA	13105 MEGAN DR	NA	ROCKWELL	NC	28138-8708	1987 OAKWOOD 00014 00076	803081	29.72
HICKS SHERRY LYNN	NA	6453 ENOCHVILLE CIR	NA	KANNAPOLIS	NC	28081-9328	6453 ENOCHVILLE CIR	805489	288.87
HIGGINS AARON F	NA	101 1ST	NA	CHINA GROVE	NC	28023-0000	101 1ST AV	803459	77.17
HILLARD WILLIAM ADAM	NA	225 PINE HILL RD	NA	SALISBURY	NC	28144-9468	225 PINE HILL RD	803007	5.03

HONEYCUTT KENNETH K	NA	525 GOLD HILL DR	NA	SALISBURY	NC	28146-5826	525 GOLD HILL DR	803071	1123.55
HOSCH ILAINE E	NA	PO BOX 366	NA	EAST SPENCER	NC	28039-0366	430 CHESAPEAKE DR	805644	109.71
HOUSTON REGINA NATONIA	NA	534 GOLD HILL DR	NA	SALISBURY	NC	28146-5825	1993 HOND ULX 4S ACCORD LX	803025	51.32
HUA JIANG	NA	5200 S MAIN ST	NA	SALISBURY	NC	28147-0000	5200 S MAIN ST	804465	906.57
HUBBARD AMY	NA	1253 MOUNT MORIAH CHURCH RD	NA	CHINA GROVE	NC	28023-7528	1253 MT MORIAH CHURCH RD	805459	187.52
HUFFMAN STEVEN DANIEL	NA	120 ADRIAN RD	NA	SALISBURY	NC	28146-7170	1991 EVINRUDE O/B	804707	57.49
HUGHES BRADLEY DEAN	NA	1201 EBENEZER RD	NA	KANNAPOLIS	NC	28083-9119	1992 SYLVAN MARINE	803084	150.07
JAMERSON DIMITRICA DORIS	NA	612 MULBERRY LN	NA	SALISBURY	NC	28146-8380	2013 CONT PERMTAG AC61969	804869	218.14
JARAMILLO LILIANA	NA	1029 GLOCK CT	NA	SALISBURY	NC	28144-0000	1526 W HORAH ST	805934	48.91
JOHNSON EMILIA D	JOSHSON FREDERICK	705 4TH ST	NA	SPENCER	NC	28159-1621	1301 LARCHMONT RD, 603	802906	4.22
JONES DENEQUA SHANTAE	NA	PO BOX 1254	NA	SALISBURY	NC	28145-1254	1984 SEVI 00014 00070	803347	34.28
JUCHNO SCOTT ALLEN	NA	2421 MILTON ST	NA	KANNAPOLIS	NC	28083-8163	2421 MILTON ST	805819	291.75
KATHRYN L BRINGLE	CHAPTER 13 TRUSTEE	PO BOX 2115	ACCT 0126	WINSTON-SALEM	NC	27102	2410 LEONARD RD	803501	17.54
KATHRYN L BRINGLE	CHAPTER 13 TRUSTEE	PO BOX 2115	ACCT 5325307	WINSTON-SALEM	NC	27102	140 CRUMP CIR	803529	6.97
KATHRYN L. BRINGLE	CHAPTER 13 TRUSTEE	PO BOX 2115	ACCT 6162841	WINSTON-SALEM	NC	27102	180 HARLEY DR	803470	3.08
KEATON REGINALD	NA	2426 BERKSHIRE DR	NA	SALISBURY	NC	28146-8810	NEEDMORE RD	803084	71.19
KEATON REGINALD	NA	4675 NEEDMORE RD	NA	CLEVELAND	NC	27013-8008	2008 PAMA PERMTAG AC64927	803084	40.81
KETCHIE AMY T	NA	285 WOODSON RD	NA	GOLD HILL	NC	28071-0000	1992 BOMBARDIER JSK	805058	85.52
KEVIN C LINK	NA	1 BUFFALO AVENUE NW STE 3305	NA	CONCORD	NC	28025	1850 KLUTTZ RD	806630	13.87
KIRK MICHAEL TODD	NA	3630 RICHFIELD RD	NA	RICHFIELD	NC	28137	1988 PROVIDENCE 00014 00070	805658	68.53
KLUTTZ JONATHAN	NA	2790 MCFARLAND DR	NA	SALISBURY	NC	28146-9752	2790 MCFARLAND DR	804692	36.36
KLUTTZ WILLIAM WESLEY	NA	145 LAKESIDE DR	NA	SALISBURY	NC	28146-1222	145 LAKESIDE DR	804400	112.74
LAMB BRIAN LEE	NA	255 POOLE RD	NA	SALISBURY	NC	28146-1052	2009 HOME PERM TAG AA22424	804211	228.70
LANDRETH MARK & WF	NA	220 WILEY LN	NA	SALISBURY	NC	28146-1275	220 WILEY LN	804432	126.40
LAPHAM CAMERON CLARK	QUALITY CARE LAWN CARE	PO BOX 350	NA	GRANITE QUARRY	NC	28072-0350	CLASS SP ASM# 000	803629	12.01
LEACH GARY DWAYNE	NA	1195 FLAT CREEK CHURCH RD	NA	RICHFIELD	NC	28137-6742	1195 FLAT CREEK CHURCH RD	804467	1.00
LEATHERMAN BRADLEY	NA	1819 BRINGLE FERRY RD	NA	SALISBURY	NC	28146-0000	BRINGLE FERRY RD	805623	87.87
LEITCH DEBORAH	NA	3530 TURNER AVE	NA	KANNAPOLIS	NC	28083-9320	600 E RYDER AV	806453	321.19
LERETA LLC	ATT REFUND DEPT	PO BOX 35605	NA	DALLAS	TX	75235	FAITH RD	805555	5.00
LERETA LLC	ATTN REFUND DEPARTMENT	PO BOX 35605	NA	DALLAS	TX	75235	5045 FAITH RD	805554	5.00
LERETA LLC	ATTN REFUND DEPT	PO BOX 35605	NA	DALLAS	TX	75235	FAITH RD	805551	5.00
LINEBERGER JAMES ROBERT JR	NA	305 DIVISION AVE	NA	SALISBURY	NC	28144-7739	1995 PONT GFS 25 GRAND PRIX SE	803405	19.70
LLOYD PALMA POTTS	NA	531 BARNES RD	NA	WINSTON SALEM	NC	27107-0000	4230 LONG FERRY RD	803084	508.00
LOGEL ROXANNE	NA	408 E 11TH ST	NA	KANNAPOLIS	NC	28083-2768	1998 FORD 4S TAURUS LX	806127	19.60
LONG DONALD & WF	LONG WANDA NOLES	318 BIRTWICK RD	NA	ROCKWELL	NC	28138-7858	2000 BMW 312 4S 323I/A	805952	68.87
MAB RENTALS LLC	NA	8611 CONCORD MILLS BLVD	STE 103	CONCORD	NC	28027-0000	403 BELVA ST	802978	31.37
MACQUEEN CHRISTINA	NA	6840 UNITY CHURCH RD	NA	KANNAPOLIS	NC	28087-8548	6840 UNITY CHURCH RD	805335	20.03
MACQUEEN CHRISTOPHER H & WF	MACQUEEN CHRISTINA M	6840 UNITY CHURCH RD	NA	KANNAPOLIS	NC	28087-8548	6840 UNITY CHURCH RD	803631	54.42
MARCUM JAMES RAY	NA	165 JAMES DR	NA	ROCKWELL	NC	28138-8929	JAMES DR	806164	115.17
MARCUM JAMES RAY &	MARCUM ROSALIE	165 JAMES DR	NA	ROCKWELL	NC	28138-8929	JAMES DR	804326	8.40
MAREADY BUILT CONSTRUCTION &	HEATING AND AIR INC	PO BOX 1345	NA	SALISBURY	NC	28145-1345	805 FAITH RD	805031	18.00
MARTIN CHARLOTTE	NA	2411 N MAIN ST	NA	KANNAPOLIS	NC	28081-0000	2411 N MAIN ST	805527	44.79
MARTIN THOMAS BRUCE	MARTIN SARAH J	1041 EDGAR RD	NA	ROCKWELL	NC	28138-6817	1998 CAROLINA SKIFF	805744	60.55
MAYFIELD ALFRED RAY	NA	187 GIVENS ST	NA	WOODLEAF	NC	27054-9158	1994 CHEVERLOT S10	805246	110.88
MCCOY JACQUELINE DENISE	NA	PO BOX 644	NA	MOUNT ULLA	NC	28125-0644	1325 RELATIVE RD	804906	52.53
MCNEELY DONALD	NA	413 W CATAWBA AVE	NA	MOORESVILLE	NC	28115	1025 PARTEE DR	802464	87.89
MENJIVAR JOSE E	NA	5910 S MAIN ST	NA	SALISBURY	NC	28147-9398	1971 UNKNOWN 00012 00060	804022	47.88
MERRITT BRIAN SCOTT	NA	1755 GRACE CHURCH RD	NA	SALISBURY	NC	28147-8602	1983 TRAI S/V AA77376	805346	198.72
MERRITT NICOLE	NA	2955 WALTER DR NW	NA	CONCORD	NC	28027	1995 OAKWOOD 00014 00070	803413	128.82
MICKEY WILLIAM P	NA	1412 LONGVIEW AVE	NA	SALISBURY	NC	28146-4730	1412 LONGVIEW AV	804825	24.67
MORGAN DAVID A	NA	850 SIDES RD	NA	SALISBURY	NC	28146-6909	850 SIDES RD	803072	101.33
MORGAN PERRY DEAN	NA	1220 THETFORD RD	NA	SALISBURY	NC	28146-1003	1968 PONT FIREBIRD	803342	114.44
MORROW BELINDA CLODFELTER	NA	235 S OAKHURST DR	NA	SALISBURY	NC	28147-8410	235 S OAKHURST DR	805681	106.27
MURPH STEVEN E	NA	390 PINE HILL RD	NA	SALISBURY	NC	28144-9467	380 PINE HILL RD	803070	126.16

MYERS EDNA MARIE	NA	1603 2ND ST	NA	SALISBURY	NC	28144-6610	1603 SECOND ST	804269	46.43
NORMAN DANNY RAY	NA	1015 HIDDEN CIR	NA	SALISBURY	NC	28147-7327	1015 HIDDEN CIR	804327	139.95
NUNEZ VICTOR	NA	2306 SHOMA LN	NA	ROYAL PALM BEACH	FL	33414-0000	1218 N MAIN ST	804502	19.66
OVERCASH GLENDA SIDES	NA	155 GREEN GABLE LN	NA	SALISBURY	NC	28147-9800	1989 UNKNOWN 00014 00066	804477	1.17
OVERCASH TONY EUGENE	NA	255 MONTEGO LN	NA	SALISBURY	NC	28147-8586	255 MONTEGO LN	806449	293.35
PAGE DOROTHY BORDERS	NA	3145 HIGH ROCK RD	NA	GOLD HILL	NC	28071-8690	1970 CRIM 00012 00060	805869	4.47
PANSTAR HOLDINGS TRUST	NA	PO BOX 42852	NA	CHARLOTTE	NC	28215-0000	BALDWIN AV	805949	2.23
PATRICK ROBERT D	NA	PO BOX 128	NA	GOLD HILL	NC	28071-0128	13455 US 52 HWY	806121	85.33
PEREZ CARBAJAL CESAR YOVANI	NA	235 CHEROKEE LN	NA	SALISBURY	NC	28147-8061	2011 TOYT TK	803393	46.09
PERRY MICHAEL RAY	NA	202 ORCHARD RD	NA	ROCKWELL	NC	28138-9459	202 ORCHARD RD	805235	431.46
PETREY WILLARD L	NA	7137 CLEAR CROSSING LN	NA	CHARLOTTE	NC	28227-4262	WHITEHEAD AV	803084	73.09
PHELPS ALLAN RAY	NA	635 DEPOT ST	NA	ROCKWELL	NC	28138-8704	635 DEPOT ST	804869	36.42
PHILEMON CHARLENE NICOLE	NA	PO BOX 275	NA	OAKBORO	NC	28129-0275	1993 CHEV K15 MP BLAZER 4X4	805702	8.52
PHILLIPS RANDOLPH &	NA	PO BOX 3334	NA	SALISBURY	NC	28145-3334	345 ADOLPHUS RD	803921	43.78
PHILLIPS STEPHANIE	NA	PO BOX 3334	NA	SALISBURY	NC	28145-3334	345 ADOLPHUS RD	804485	137.30
POOLE DONALD W & WF	POOLE TANYA DEAN	2945 OLD UNION CHURCH RD	NA	SALISBURY	NC	28146-7927	115 ROSEANNA PL	804040	137.24
POTEAT RHONDA IVETTA	NA	240 BAINES DR	NA	MOUNT ULLA	NC	28125-7616	1996 OAKWOOD 00014 00080	806311	284.00
PREVETTE JEFFREY WAYNE	NA	2485 MILLER RD	NA	SALISBURY	NC	28147-7614	1988 SPAR AA97695	804680	84.32
PREVETTE VANCE EDWARD	NA	12135 OLD CONCORD RD	NA	ROCKWELL	NC	28138-6618	1994 TRACKER MARINE	803078	37.00
PREVETTE VANCE EDWARD	NA	12135 OLD CONCORD RD	NA	ROCKWELL	NC	28138-6618	2004 YAMAHA O/B	804708	146.30
PUCKETT RHONDA FRANKLIN	NA	2920 SHUE RD	NA	SALISBURY	NC	28147-6637	2920 SHUE RD	805531	202.54
RAMOS COREEN A	NA	708 MACK ST	NA	SALISBURY	NC	28146-0000	708 MACK ST	805245	57.00
RANKIN JAMES & WF	RANKIN MARY	226 S OAKHURST DR	NA	SALISBURY	NC	28147-8410	226 S OAKHURST DR	805168	5.00
RAYFIELD RANDY CHRISTOPHER	NA	202 JANDALE CT	NA	CHINA GROVE	NC	28023-7695	1999 TRACKER	803073	99.49
ROBERTSON ADA MAE B	NA	285 EVERGREEN DR	NA	SALISBURY	NC	28144-9050	285 EVERGREEN DR	805143	12.56
ROBINETTE BRYAN K	NA	126 WYNDHAM WAY	NA	SALISBURY	NC	28147-7266	2004 G3 1654	803078	81.90
ROBINSON TODD WAYNE	NA	525 BAKER MILL RD	NA	CLEVELAND	NC	27013-9425	1996 REDMAN 00014 00076	804206	111.31
ROGERS JOSHUA DEREK	NA	380 JACKSON FARM LN	NA	SALISBURY	NC	28146-6600	2012 SGAC AB74191	803600	25.06
ROLDAN ROBERTO MICHAEL	NA	1447 COTTAGE RD	NA	KANNAPOLIS	NC	28081-2381	1993 DODG G VN VAN RAM 3/4 TON	805046	32.12
ROSEMAN HOYLE EUGENE	NA	PO BOX 1204	NA	SALISBURY	NC	28145-1204	1996 DODG	804021	53.23
SALAS-ANAYA OSBALDO	NA	240 WESTWAY LN	NA	SALISBURY	NC	28147-7795	1029 OLD OAK LN	805134	113.30
SALAS-ANAYA OSBALDO & WF	LOCKLEAR ANITA L	240 WESTWAY LN	NA	SALISBURY	NC	28147-7795	1029 OLD OAK LN	806152	173.35
SCHENK CHRISTOPHER DEWAYNE	NA	1204 N MAIN ST	NA	SALISBURY	NC	28144-3718	1204 N MAIN ST	804435	24.20
SEAFORD CARRIE ELIZABETH WELLS	NA	1155 FAMILY CIR	NA	ROCKWELL	NC	28138-6797	1155 FAMILY CIR	805534	150.11
SELECT PORTFOLIO SERVICING INC	NA	3217 SOUTH DECKER LAKE DRIVE	NA	SALT LAKE CITY	UT	84119	224 S CALDWELL ST	804905	200.00
SELECT PORTFOLIO SERVICING INC	NA	3217 SOUTH DECKER LAKE DRIVE	NA	SALT LAKE CITY	UT	84119	1026 GRADY ST	804902	28.00
SELECT PORTFOLIO SERVICING INC	NA	3217 SOUTH DECKER LAKE DRIVE	NA	SALT LAKE CITY	UT	84119	430 CHESAPEAKE DR	804904	139.83
SELLS RODNEY GILBERT	NA	11310 STOKES FERRY RD	NA	GOLD HILL	NC	28071-7685	1994 FORD TK	805968	29.22
SEXTON JAMIE SHAW	NA	1517 BUFFALO ST	NA	KANNAPOLIS	NC	28081-0000	1521 BUFFALO ST	806251	456.79
SHAFFER BRENDA GOODSON	NA	930 SIDES RD	NA	SALISBURY	NC	28146-6910	2012 NISS VVS 4S VERSA	804785	52.62
SHERRILL LINDA SCHUMACHER	NA	106 PINewood DR	NA	SALISBURY	NC	28147	2003 GMC YUK MP YUKON 4DR 4X4	805270	112.83
SHERRILL MILTON L	NA	PO BOX 2421	NA	MOUNT VERNON	NY	10551-2421	3005 N MAIN ST	802918	65.00
SHOE MICHAEL RAY & WF	SHOE SHERRY E	1315 FOX AVE	NA	KANNAPOLIS	NC	28083-2731	1315 FOX AV	805205	55.89
SILLIMAN ALEX TRENT	NA	235 FELLOWSHIP PARK RD	NA	CHINA GROVE	NC	28023-9724	2010 CAON PERMTAG AE18456	803084	62.06
SIMMONS TERRY C	NA	PO BOX 493	NA	WOODLEAF	NC	27054-0493	195 SIMMONS HOLLOW RD	806306	33.45
SIMS MEHETHABELLE JENNIFER	NA	906 LAURA AVE	NA	KANNAPOLIS	NC	28083-0000	906 LAURA AVE	806651	80.55
SMITH KRISTA	NA	204 E 10TH ST	NA	KANNAPOLIS	NC	28083-2702	2010 TEAM WARD WAREAGLE	805417	176.11
SMITH LINDA B	NA	108 SAW DUST TRL	NA	SALISBURY	NC	28144	1984 CONNOR 00014 00060	803686	115.97
SMITH MICHAEL RAY	NA	818 MITCHELL AVE	NA	CHINA GROVE	NC	28023	1997 TRACKER MARINE	804869	85.51
SMITH MICHAEL RAY	SMITH MICHELL HARDIN	818 MITCHELL AVE	NA	CHINA GROVE	NC	28023	1997 TRACKER MARINE	804302	85.22
SPRY JOHN H	NA	210 JOETTA LN	NA	ROCKWELL	NC	28138-7850	210 JOETTA LN	806308	35.20
SPRY JOHN H &	NA	210 JOETTA LN	NA	ROCKWELL	NC	28138-7850	210 JOETTA LN	806060	24.80
SPRY MICHAEL EDWARD	NA	175 DANIELS RD	NA	SALISBURY	NC	28144-7141	1997 ADAM	806305	95.67
STEEGER JO ANN SARTIN	NA	495 VENTURE CT	NA	SALISBURY	NC	28147-5690	495 VENTURE CT	804599	200.08

STIKELEATHER KEVIN WAYNE	NA	PO BOX 472	NA	CLEVELAND	NC	27013-0472	2014 ARIS S/V P-TAG AE56568	802829	102.03
STRANSKY KELLY P	NA	PO BOX 450391	NA	KISSIMMEE	FL	34745-0391	2950 WOODLEAF RD	804109	40.29
MILLER TABITHA	NA	5707 JOSHUA CAIN RD	NA	CHARLOTTE	NC	28213	2005 FRHT IRP TAG CONVENTION MR4073	803904	165.02
THOMPSON KEVIN MICHAEL	NA	357 SPRING OAK DR	NA	SALISBURY	NC	28147-0000	1972 STARCRAFT MARINE	805244	182.26
TITLE365 COMPANY INC	ATTN: HOLLY DICESARE	345 ROUSER ROAD STE 101	NA	CORAOPOLIS	PA	15108	5995 US 52 HWY	803560	135.01
TITLE365 COMPANY INC	ATTN: HOLLY DISESARE	345 ROUSER RD SUITE 101	NA	CORAOPOLIS	PA	15108	5995 US 52 HWY	803559	5.61
TOLBERT KATHRYN GOODMAN	NA	250 OLIVER RD	NA	ROCKWELL	NC	28138-6723	1984 UNKNOWN 00014 00060	804472	1.74
TORRENCE WILBERT JR	NA	235 HANNAH AVE	NA	SALISBURY	NC	28147-9116	HENDERSON GROVE CHURCH RD	806445	59.09
TRACEY LASHONDA BUSH	NA	129 CRAWFORD ST	NA	SALISBURY	NC	28144-0000	CLAY ST	805537	20.66
UNANGST CHRISTOPHER ALLEN	NA	155 SUN FISH TER	NA	SALISBURY	NC	28146-7551	155 SUNFISH TER	803084	316.00
URIBE CAMILO TORRES	NA	849 GHEEN RD	NA	SALISBURY	NC	28147-9740	845 GHEEN RD	804243	127.12
URIBE CAMILO TORRES &	NUNEZ LYDIA	849 GHEEN RD	NA	SALISBURY	NC	28147-9740	845 GHEEN RD	803937	148.88
VASQUEZ RAUNEL	NA	1220 DUKEMONT ST	NA	SALISBURY	NC	28146	1987 CLARMONT 00014 00068	804242	170.24
WALLER JOHN FRANKLIN III	WALLER KAM SPENCER	8510 RED RD	NA	ROCKWELL	NC	28138-8561	2009 CAROLINA SKIFF	805758	26.32
WARREN CHER	NA	640 S 6TH ST	NA	RATON	NM	87740	1996 FLEETWOOD 00014 00076	803915	25.00
WATKINS JOSHUA R	NA	229 W MARSH ST	NA	SALISBURY	NC	28144-0000	229 W MARSH ST	803811	130.79
WEBB CYNTHIA	NA	2080 HOBSON RD	NA	CLEVELAND	NC	27013-8006	1994 FORD G TK PICKUP F150 4X4 1/2 TON	805506	74.88
WENSIL LAWRENCE BURTON JR	WENSIL ROSE LEE	430 MENIUS RD	NA	CHINA GROVE	NC	28023-9473	MENIUS RD	804502	70.30
WHITE TONYA	NA	1152 COMMUNITY LN	NA	SALISBURY	NC	28146-4524	1152 COMMUNITY LN	804399	125.94
WHITESIDE WILLIAM C &	WHITESIDE CHARLOTTE D	1231 ARCHDALE DR APT E	NA	CHARLOTTE	NC	28217-0000	1433 SUNSET POINTE DR	806145	37.10
WILLIAMS IMARI CAPRI	NA	221 HOLSHOUSER ST	NA	ROCKWELL	NC	28138-9740	2002 TOYT LXS 4S CAMRY	805228	93.67
WILLIAMSON CONNIE DWIGHT & WF	WILLIAMSON BRENDA BOHNER	230 TONO DR	NA	CHINA GROVE	NC	28023-4602	TONO DR	803278	1880.78
WITTICH ERIC & WF	WITTICH NATALIE B	306 11TH ST	NA	SPENCER	NC	28159-1906	306 11TH ST	805242	231.60
WOODARD GENELA SELLERS	NA	2411 MCGILL ST	NA	KANNAPOLIS	NC	28081-9147	2411 MCGILL ST	804901	40.00
WUSTERBARTH DANIEL J & WF	WUSTERBARTH MARY P	18061 PINE RIDGE DR	NA	PRAIRIEVILLE	LA	70769-3378	1004 POPLAR AV	803955	79.16
WUSTERBARTH MARY P	NA	18061 PINE RIDGE DR	NA	PRAIRIEVILLE	LA	70769-3378	1004 POPLAR AV	804691	100.00
1603 NORTH MAIN ST RESIDENTIAL	LAND TRUST	6102 BAYFIELD PARKWAY #312	NA	CONCORD	NC	28027	1603 N MAIN ST	805363	4.70
TOTAL:								\$ 30,936.42	

K.R.B.

T.A.A. Roman.

ENTERED
6/22/18

6/22/18

APRIL 2018 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	TRANS #	REFUND REASON	REFUND
ADDISON, MEGAN JANELLE	475 ROMANA DR		SALISBURY	NC	28146	85669170	Vehicle Sold	\$63.03
BAILEY, JACK STANLEY	PO BOX 862		SALISBURY	NC	28145	85009492	Vehicle Sold	\$7.45
BALLARD, JUDY SMITH	3014 S MAIN ST		SALISBURY	NC	28147	128727468	Vehicle Sold	\$43.72
BARE, CARL	5550 BERTIE AVE		SALISBURY	NC	28147	84712494	Vehicle Sold	\$38.82
BECK, DEBORAH JOBERT	311 SOWERS FERRY RD		SALISBURY	NC	28144	85494000	Vehicle Sold	\$114.13
BONANNI, THOMAS ANTHONY	255 ELWOOD LN		SALISBURY	NC	28144	85494164	Tag Surrender	\$53.86
BOST, CLEMENT HARRISON	230 CORRIHER GRANGE RD		MOORESVILLE	NC	28115	86030042	Vehicle Sold	\$20.92
BOSTIAN, PAUL MICHAEL	520 SHADY REST LN		SALISBURY	NC	28146	84554564	Vehicle Sold	\$11.56
BROOME, ROBERT DEAN	185 LYERLY POND RD		SALISBURY	NC	28146	85009722	Over Assessment	\$20.28
BROWN, HOWARD WESLEY JR	PO BOX 132		GRANITE QUARRY	NC	28072	85818542	Vehicle Sold	\$40.79
CAMERON, CRYSTAL ORRELL	1031 CRANE CREEK RD		SALISBURY	NC	28146	127316976	SLVG or RBLT TTL	\$8.65
CATACORA VALDIVIA, MARIA PIA	103 CEDARWOOD CIR		SALISBURY	NC	28147	128845731	Vehicle Sold	\$67.86
CORRIHER, SHIRLEY LEAZER	PO BOX 302		ROCKWELL	NC	28138	85429990	Vehicle Sold	\$36.99
CROWLEY, KIMBERLY RAE	125 S LEE ST		SALISBURY	NC	28144	127068450	Vehicle Sold	\$29.66
DUARTE, JUAN RAUL	127 SALISBURY ST		ROCKWELL	NC	28138	85493990	Vehicle Sold	\$15.84
ELLER, LUNDA HILL	935 HILL FARM RD		GOLD HILL	NC	28071	84712388	Vehicle Sold	\$21.93
EVANS, DAVID LAURENCE	420 LAKESIDE DR		SALISBURY	NC	28146	85897170	Tag Surrender	\$9.95
FRANK, TERESA MORGAN	265 PEBBLE PT		SALISBURY	NC	28146	85235134	Vehicle Sold	\$9.56
GOODMAN, JEFFREY TODD	1296 SAFRIT RD		SALISBURY	NC	28146	85235136	Vehicle Sold	\$68.66
HAMPTON, JAMES MICHAEL	PO BOX 309		FAITH	NC	28041	84712370	Vehicle Sold	\$101.45
HART, JASMINE MORIAH	PO BOX 3091		SALISBURY	NC	28145	127315671	Vehicle Sold	\$2.44
HESTER, DIANNIE LEE	922 E LAFAYETTE ST		SALISBURY	NC	28144	127514688	Tag Surrender	\$33.96
HOLT, JULIE BETH	PO BOX 772		LANDIS	NC	28088	85669396	Vehicle Sold	\$41.91
JOHNSON, DALTON CHASE	3110 CORLISS AVE		SALISBURY	NC	28147	128145699	Vehicle Sold	\$38.11
JONES, CHARLES ROBERT JR	7501 WILLOW WISP DR E		LAKELAND	FL	33810	127613904	Reg. Out of state	\$110.87
KEATON, ALBERT DENNY	2305 WOODLAWN ST		KANNAPOLIS	NC	28083	128606763	Vehicle Sold	\$72.01
KESLER, PERRY DEAN	170 DOVE LN		SALISBURY	NC	28147	84712280	Vehicle Sold	\$8.53
KING, APRIL LYNN	2019 APPLGATE DR		CONCORD	NC	28027	84436022	Mileage	\$3.60
KISTLER, CYNTHIA MOORE	1025 PLANTATION DR W UNIT 2333		LITTLE RIVER	SC	29566	85368922	Reg. Out of state	\$117.96
LAING, STEVEN ALLAN	225 ARCHER CLUB LN		MOORESVILLE	NC	28115	85897022	Vehicle Sold	\$110.99
LEAZER, HUBERT WILLIAM	120 LANDMARK DR		SALISBURY	NC	28146	85493992	Vehicle Sold	\$3.13
LINK, STANLEY ERNEST	609 POPLAR AVE		KANNAPOLIS	NC	28081	126831771	Tag Surrender	\$30.90
LJB FARMS INC	1067 LANDONS CT		CHINA GROVE	NC	28023	85737834	Vehicle Sold	\$125.69

(48) Batch 6731

MCNEELY, TAMMY LOMAX	904 2ND ST		SPENCER	NC	28159	84877462	Vehicle Totalled	\$29.91
MORGAN, TERRY EDMUND	230 BETHEL DR		SALISBURY	NC	28144	128845983	Vehicle Sold	\$210.54
NOVAK, KEVIN MICHAEL	1145 LONG CREEK LN		SALISBURY	NC	28146	85429988	Vehicle Sold	\$10.40
ORR, MARIANNE SOMMERS	430 LASH DR	APT 1M	SALISBURY	NC	28147	126654267	Vehicle Totalled	\$13.59
PAYNE, KEVIN DONALD	6680 HIGHWAY 152 W		MOORESVILLE	NC	28115	127316700	Situs error	\$82.16
PETHEL, LOUISE NICHOLS	8237 AQUA LN		KANNAPOLIS	NC	28081	85429994	Vehicle Sold	\$3.46
PURSER, CLARENCE VONE JR	2544 JOYCE ST		KANNAPOLIS	NC	28083	127317087	Tag Surrender	\$6.03
RAMSEY, LESLIE YARROW	200 CASTLEWOOD DR	APT 1113	SALISBURY	NC	28147	127514235	Vehicle Sold	\$166.64
RUDDY, ALESA ALLEN	10820 UNITY CHURCH RD		MOORESVILLE	NC	28115	85132728	Vehicle Totalled	\$82.64
STEWART, MICHAEL BRYANT	2560 7TH STREET EXT		SALISBURY	NC	28144	84436396	Vehicle Sold	\$7.90
TROUTMAN, LISA MARIE	6640 OLD BEATTY FORD RD		ROCKWELL	NC	28138	85669178	Vehicle Sold	\$23.99
WEAVER, MATTHEW LEE	206 CARABELLE CIR		SALISBURY	NC	28144	127698354	Vehicle Sold	\$165.31
WEINDL-OXENDINE, LISA MARIE	309 N HAMILTON ST		EDEN	NC	27288	168872332	Situs error	\$150.35
WILLIAMS, THOMAS ALEXANDER	736 PINEHURST ST		SALISBURY	NC	28144	127068570	Vehicle Sold	\$109.84
WILSON, JOE ALLEN	1385 BELK RD		MOUNT ULLA	NC	28125	85310028	Reg . Out of state	\$57.29
							TOTAL:	\$2,605.26

K.R. Br
Tad Arnold.

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: 6/8/18
SUBJECT: Piedmont Pharmaceutical Care Agreement - Diabetes Management Program

Please see the attached agreement.

Please approve the attached FY 2019 Agreement between Piedmont Pharmaceutical Care Network and Rowan County for a Diabetes Management Program. The cost of this Agreement is included in the FY 2019 health insurance budget.

ATTACHMENTS:

Description	Upload Date	Type
Piedmont Pharmaceutical Care - Diabetes Prevention Program	6/8/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

Date: 5/7/2018

SECTION I - DEPARTMENT COMPLETES

Department: Human Resources Account #: 12 202305 Amount: \$ 80,705.66
 Account #: _____ Amount: \$ _____
 Total: \$ 80,705.66 -
 Vendor name: Piedmont Pharmaceutical Care Network, LLC Term Dates: 07/01/18 - 06/30/2022
 Contract description: Diabetes Management Program - HealthMapRx
 POC name: Ronald DeVizia Phone: 919-464-1348/336-763-6968
 POC email: ron.devizia@emailmm.com
 Vendor mail address: 802 Green Valley Road, STE 100, Greensboro, NC 27408 Vendor #: New
☒ New contract _____ Contract renewal _____ Munis contract #: NA
 _____ Amendment to contract ☒ Vendor signatures _____ Munis BA #, if applicable: NA
 Notes: BOC Approved 3/23 4/2

Department Head Initials: ALS

Date: 5/7/2018

SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed _____ ☒ Requires Board approval (Y/N)
 Budgeted funds are available '19

Contract Administrator Initials: DS

Date: 6/8/18

SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

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

IT Director Initials: NA

Date: _____

SECTION IV - INSURANCE REVIEW

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

Risk Manager Initials: _____

Date: _____

SECTION V - LEGAL REVIEW

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

Attorney Initials: _____

Date: _____

SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

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

Finance Director Initials: _____

Date: _____

SECTION VII - COUNTY MANAGER REVIEW

_____ Contract has been properly signed by all parties

County Manager Initials: _____

Date: _____

SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

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

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

Date: _____

Contract Administrator Initials: _____

Date: _____

Piedmont Pharmaceutical Care Network, LLC

Patient Management Services Agreement

This Agreement ("Agreement"), dated and made effective this 1st day of July, 2018, by and between the **Rowan County** (the "Employer") and **Piedmont Pharmaceutical Care Network, LLC** ("PPCN"). (Either the Employer or PPCN may be referred to herein as a ("Party") and collectively as the ("Parties");

WITNESSETH:

WHEREAS Piedmont Pharmaceutical Care Network, LLC ("PPCN") has developed Patient—Self Management programs (**HealthMapRx™**) for certain chronic health conditions, including Diabetes, Cardiovascular Diseases (Hypertension, Hyperlipidemia), Asthma and Depression ("Conditions"); and

PPCN has experience delivering these programs through its network of pharmacists ("Pharmacist Providers") and other health care professionals to members of the Employer's health plan ("Participants") for purposes of reducing health risks and cost of preventable complications associated with these Conditions; and

WHEREAS, the Employer is interested in having certain of its eligible employees, retirees and dependents who have one or more of these Conditions participate in the Program for the reasons set out herein; and

WHEREAS, the Employer desires to engage PPCN to make such programs available to eligible employees, retirees and dependents participating in its health plan;

The Parties therefore agree as follows:

PPCN will implement and maintain oversight of its proprietary **HealthMapRx™** programming on behalf of Employer for eligible members of its health plan subject to the following understandings, terms, and conditions:

I. Program Purpose and Goals

The purpose of the program is to reduce the incidence and cost of preventable complications for participants with Targeted Conditions. Participants will receive personalized health mentoring on a regular basis, which will emphasize:

- A. Initial assessment of health status, knowledge, self-management skills.
- B. Individualized care planning focused on health risk priorities and improvement of participant knowledge and self-care skills.
- C. Optimization of drug therapy, including adherence.

- D. Communication and coordination with participant's medical provider(s).
- E. Establishment of personal goals relevant to individual health risk priorities.
- F. Motivation and support for achievement of goals and healthier lifestyle.
- G. Care Coordination – Identification and management of “care gaps” vs. established standards.
- H. Addressing considerations such as nutrition, exercise, and life-style improvements, as appropriate.
- I. Accountability for participants and mentors in adhering to program requirements.

II. PPCN Responsibilities

- A. Designate a coordinator to communicate with the Employer's representative.
- B. Advise and assist Employer with promotion and enrollment of plan members eligible for participation in the programs offered.
- C. Establish and maintain a network of qualified Pharmacist Providers and other health care provider professionals who will assist Participants in more effectively managing their Targeted Condition(s).
- D. Provide a secure, web-based, HIPPA compliant care management technology platform and data repository to be used by Providers to document care, relevant participant data, and care management activities per Program protocols.
- E. Monitor and manage compliance with Program requirements for both Participants and Providers.
- F. Provide reporting relevant for evaluation of program performance to Employer annually.
- G. Assume overall oversight and administration of program delivery, including assignment of Participants to qualified Pharmacist Providers who will meet with them in private on a quarterly basis for health mentoring per PPCN's proprietary, condition-specific protocols to specifically include:
 - a. Consulting with Participants and their physicians through professional dialogue for purposes of tailoring drug therapy to promote optimum benefit.
 - b. Providing condition specific Self-Management education, skills assessment and training.
 - c. Provide initial and ongoing identification and prioritization of health risk issues for attention.
 - d. Provide guidance and support in setting and achieving goals for reducing health risks and establishing overall healthier behaviors
 - e. Documentation of required clinically-relevant data for purposes of tracking and reporting.

III. Employer Responsibilities

The Employer agrees to:

- A. Promote the Program to its eligible health plan members (e. g., hold voluntary orientation meetings for eligible employees, retirees and dependents to explain the program).
- B. Cooperate in establishing a process to enroll Participants in the Program.
- C. Sponsor voluntary diagnostic screenings for eligible employees and dependents (recommended but optional).
- D. Provide incentives to enrolled Participants (i.e., waived co-pays for medications and supplies processed through the Employer's Third Party Administrator (TPA) or Pharmacy Benefits Manager (PBM) claim system).
- E. Facilitate availability of medical and pharmacy claims data as needed for PPCN to monitor and report financial performance of the Program.
- F. Appoint a representative who will serve as the primary contact person between the Employer and PPCN.

IV. Conditions Targeted for Programming

- Diabetes

PPCN also offers programs for Cardiovascular Health, Behavioral Health (for depression, anxiety and related disorders) and Asthma. Any of these programs may be implemented by agreement of both Parties at any time during the contract.

V. Fees and Terms

Monthly Fees

- Pricing is based upon a monthly fee per participant.

	07/01/2018 to 6/30/2022
Base Price	\$75.00
Incentive Cost (\$120/year plus \$9.00 admin fee)	\$10.75
Total	\$85.75

- Amounts due for any given month will be calculated based on the number of participants enrolled on the last day of the prior month.
- Incentive costs can change if the employee decides to change the amount during the duration of the contract and a new participant per month will be calculated.
- Invoices for amounts so calculated will be prepared on or about the first day of each month and will be due upon receipt, payable within 30 days. Finance charges will be added to past due amounts at an interest rate of 1.5% per month.

VI. Program Time Frame

The Program will commence on the implementation date of this agreement for a period of four years ending on June 30, 2022. Agreement may be terminated by either Party upon ninety (90) days prior written notice to the other Party. Should the Agreement not be terminated by either Party, nor superseded by a subsequent agreement designed to replace it by June 30th, 2022, it shall automatically renew on July 1st, 2022 under all other terms herein, and each year upon its anniversary until terminated by either Party.

VII. Insurance and Indemnification

A. Indemnification by PPCN.

PPCN shall indemnify, defend and hold harmless the Employer, its Affiliates and their respective present and former directors, officers, shareholders, agents, attorneys, representatives and employees from and against any and all Claims arising or resulting from: (a) any breach, violation or noncompliance of or with any term of this Agreement by PPCN; (b) any breach or violation of applicable Law by PPCN; or (c) any negligent or wrongful act or omission on the part of PPCN, except to the extent that such Claim arises from the negligence or willful misconduct of the Employer.

B. Indemnification by the Employer.

To the extent permitted by and consistent with North Carolina law, the Employer will indemnify and hold harmless PPCN from all loss, cost and expense arising out of any liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by reason of Employer's willful or negligent act(s) arising out of the performance of this agreement herein above described, or by reason of any act or omission on the part of Employer's officers, agents, or employees. The parties agree that nothing in this Agreement constitutes a waiver of sovereign/governmental immunity, and that the Employer's obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to Employer's self-insured claim policies and state law.

C. Indemnification Procedures.

Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, any person or entity intending to claim indemnification hereunder (an "Indemnatee") shall give written notice of such matter to the party hereunder from whom indemnification is sought (the "Indemnitor"). The Indemnitor shall diligently defend any such action, claim or liability, and subject to the Indemnitor's compliance with its indemnification obligations, the Indemnatee shall, at the Indemnitor's expense, cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any Claim covered by this Agreement. The Indemnitor shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the Indemnitor shall promptly notify the

VIII. Ownership

Under the terms of this Agreement:

- A. PPCN, LLC, as the developer of the Program, is the sole owner of the Program.
- B. All standardized material developed and/or produced by PPCN, LLC for the Program (whether finished or unfinished) become, and thereafter, are the property of PPCN, LLC, but may be used under this Agreement by the Employer, the Pharmacist Participants, and the Participants.
- C. Only materials developed for internal use by the Employer for the implementation (finished or unfinished) become, and thereafter, are the property of the Employer.

IX. Non-Disclosure of Information

Both Parties recognize, acknowledge and agree that each Party's trade secrets and proprietary information and processes are and shall be kept the valuable, special, private, unique, and confidential assets of each Party. Both Parties agree to continue to treat as private and confidential all information, secrets, and processes and agree not to disclose, during or after the term of this Agreement, in whole or in part, such secrets, information, or processes to any person, firm, corporation, association, or other entity for any reason or purposes whatsoever, nor shall either Party make use of any such property for its purposes or for the benefit of any person, firm, corporation or other entity under any circumstances during or after the term of this Agreement. Both Parties recognize, acknowledge and agree that individual patient records and other such sensitive material will be treated with confidentiality to protect the individual patients' rights under current federal law and guidelines relating to patient medical record confidentiality.

X. Non-Solicitation

Employer agrees to refrain from employing, soliciting for hire, or contracting for services with employees or agents of PPCN for same or substantially similar services provided under this agreement for a period of one year following termination of the agreement.

XI. Miscellaneous

- A. Neither this Agreement nor any rights or obligations described in this Agreement may be assigned by either Party without the prior written consent of the other, which may be withheld at the sole discretion of a Party.
- B. Notwithstanding any other term in the Agreement to the contrary, except where otherwise allowed or required by law, (i) the parties shall not disclose any Participant identifiable health care information, including without limitation the name, address, social security number, medical record number, or any other information sufficient to identify a specific Participant without his or her prior written consent, and (ii) the parties will comply with all

Indemnitee of all developments in the matter. In no event shall the Indemnitee compromise or settle any such matter without the prior consent of the Indemnitor, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. The Indemnitee shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense. If the Indemnitor fails to promptly act to protect the interests of the Indemnitee after having been notified of Claim, the Indemnitee may, at Indemnitor's expense, take action in its own defense.

D. Insurance.

PPCN will require that each Pharmacist Provider, or his or her employer, maintain professional liability insurance with a company or companies acceptable to the Employer in the amount of \$1,000,000 for each occurrence, and \$3,000,000 in the aggregate.

Additionally, PPCN will carry and maintain at its own expense during the entire term of this Agreement the following insurance coverages with a company or companies acceptable to the Employer:

1. **Worker's Compensation.** PPCN will carry: (i) a program of workers' compensation insurance in an amount and form which meets all applicable statutory requirements, and which specifically covers all PPCN employees who provide services by or on behalf of PPCN and (ii) employers' liability insurance in an amount of the lesser of underlying limits required by the primary or lead umbrella insurer or One Million Dollars (\$1,000,000).
2. **Commercial General Liability Insurance.** PPCN will carry Commercial General Liability insurance on an occurrence form, including Products Liability (including completed-operations coverage), coverage for contractual liability, personal and advertising injury in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
3. **Errors and Omissions Liability Insurance or Professional Liability Insurance.** Errors and Omissions Liability Insurance or Professional Liability Insurance shall (a) insure the liability of PPCN by reason of any actual or alleged error, omission, negligent act or wrongful act of PPCN committed in rendering or failing to render any products or services in accordance with this Agreement; (b) provide limits of not less than One Million Dollars (\$1,000,000) per occurrence/Three Million (\$3,000,000) annual aggregate.
4. **Network Security & Privacy Insurance (Cyber):** Such insurance shall insure (a) the liabilities caused by privacy or a breach of privacy regulations, including unauthorized disclosure of private health information, unauthorized access, or failure to protect a network security breach; (b) costs of Employer defending itself against regulatory actions by PPCN; and (c) Employer's costs of complying with data protection legislation, including notification to individuals whose personal information may have been compromised. PPCN shall maintain Network Security and Privacy liability limits of not less than One Million Dollars (\$1,000,000) each claim/annual aggregate.
5. **Umbrella Liability.** PPCN will carry Umbrella Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate.

applicable federal and state laws, rules; and regulations regarding the privacy of personal health and other information of all Participants.

- C. The relationship of the parties to this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.
- D. This Agreement shall be governed according to the laws of North Carolina.
- E. Both parties agree to comply with all federal, state and local laws as it relates to the performance of this Agreement.
- F. PPCN shall comply with the requirements of Article 2 of Chapter 64 (e-verify) of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes

XII. Law

This Agreement shall be governed by and shall be construed in accordance with the Laws of the State of North Carolina.

XIII. Notices

All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular and certified mail or overnight delivery, to the respective parties at the address set forth below:

Piedmont Pharmaceutical Care Network, LLC
802 Green Valley Rd Ste 106
Greensboro, North Carolina 27408-7099
Attn: Jason Moss, Director of Finance and Administration

Rowan County

Street Address: _____

City/ State/ Zip Code: _____

Attn: _____

XIV. Terms and Conditions

This Agreement constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

XV. Relationship of Parties

The relationship of the parties to this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employer/employee relationship between the parties.

XVI. Americans with Disabilities Act

The Vendor further agrees to comply with the requirements of the Federal Americans with Disabilities Act (ADA) and the Federal Rehabilitation Act of 1973, as same has amended and supplemented.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals and the day and year first written above.

ATTEST:

ROWAN COUNTY

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____


WITNESS:

PIEDMONT PHARMACEUTICAL CARE NETWORK, LLC

By: 

RONALD DEVIZIA
DIRECTOR OF CLIENT SERVICES

Date: 3/7/2018

By: 

LARRY LONG
PRESIDENT

Date: 3/7/2018

**Piedmont Pharmaceutical Care Network
Business Associate Agreement**

This Business Associate Agreement ("BAA"), effective date: **June 1, 2018**, is entered by and between **Rowan County Government**, an Affiliated Covered Entity pursuant to 45 CFR § 164.105(b) ("Covered Entity") and **Piedmont Pharmaceutical Care Network, LLC** a North Carolina Limited Liability Company and ("Business Associate") (individually "Party"; collectively "Parties").

RECITALS

WHEREAS, the Parties are exploring a possible business arrangement which will require of sharing of health claims and related data of Covered Entity, pursuant to which Business Associate will provide certain services and prepare reports on behalf of and to Covered Entity ("Services Agreement") and, pursuant to which, Business Associate is considered a "business associate" of Covered Entity, as that term is defined by HIPAA; and

WHEREAS, the Parties desire to protect the privacy and provide for the security of any PHI pursuant to HIPAA and the HITECH Act (including "the HIPAA Rules" as defined below); and

WHEREAS, HIPAA and the HITECH Act require the Parties to enter into a contract containing specific requirements pertaining to Business Associate's use and disclosure of PHI received from, or created, received, maintained, or transmitted on behalf of, Covered Entity; and

WHEREAS, the Parties enter into this BAA for the intended purpose of satisfying the requirements of HIPAA and the HITECH Act, including the requirements for business associate agreements, which shall addend and supplement the Services Agreement and shall supersede any conflicting or inconsistent terms and provisions of the Services Agreement subject to HIPAA and the HITECH Act, including any exhibits or other attachments thereto and all documents incorporated therein by reference;

NOW THEREFORE, for and in consideration of the recitals above, the Parties' respective obligations under the Services Agreement, compliance with HIPAA and the HITECH Act, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this BAA and agree as follows:

SECTION 1 - DEFINITIONS

Capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in HIPAA or the HITECH Act.

- 1.1 **Breach Notification Requirements.** "Breach Notification Requirements" means the requirements of 42 USC §17932 and the rules issued thereunder, including 45 CFR Part 164, Subpart D.
- 1.2 **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103 and, in reference to the Party to this BAA, shall mean Piedmont Pharmaceutical Care Network, LLC and the subcontractors, agents, and person(s) or entity(ies) under Business Associate's control.
- 1.3 **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the Party to this BAA, shall mean Piedmont Pharmaceutical Care Network, LLC, operating as an affiliated covered entity for purposes of compliance with HIPAA and the HITECH Act, pursuant to 45 CFR § 164.105(b).
- 1.4 **Electronic Protected Health Information (E-PHI).** "Electronic Protected Health Information" shall mean information that is a subset of "protected health information," as defined in 45 CFR § 160.103, paragraphs 1(i) or 1(ii), limited, for purposes of this BAA, to the information created, received, maintained or transmitted by Business Associate for, or on behalf of, Covered Entity. The term PHI shall include E-PHI unless specifically differentiated herein.
- 1.5 **HIPAA.** "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as the same may be amended from time to time, and the rules issued thereunder including, but not limited to, the Privacy, Security, Breach Notification, and Enforcement Rules ("the HIPAA Rules") at 45 CFR Parts 160 and 164.
- 1.6 **HITECH Act.** "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 "ARRA"), Pub. L. 111-5, as the same may be amended from time to time, and the rules issued thereunder including, but not limited to, the HIPAA Rules.
- 1.7 **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.8 **Protected Health Information ("PHI").** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited, for purposes of this BAA, to the information created, received, maintained, or transmitted by Business Associate for, or on behalf of, Covered Entity.
- 1.9 **Unsecured Protected Health Information ("Unsecured PHI").** "Unsecured Protected Health Information" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Pub. L. 111-5.

SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Prohibition on Unauthorized Use or Disclosure. Business Associate will not use or disclose PHI other than as permitted or required by the Services Agreement, this BAA, HIPAA, the HITECH Act, or as required by law.

2.2 Safeguards. Business Associate will implement appropriate administrative, technical, and physical safeguards (including written policies and procedures), consistent with the provisions of 45 CFR §164.530(c), to prevent the use or disclosure of PHI other than as provided for by the Services Agreement, including any intentional or unintentional use or disclosure that violates the provisions of HIPAA or the HITECH Act, and that reasonably and appropriately manage the selection, development, implementation, and maintenance of security measures designed to protect the confidentiality, integrity, and availability of the PHI, as required of covered entities by 45 CFR Part 160 and Part 164, Subpart C.

2.3 Documentation of Safeguards. Upon request by Covered Entity, Business Associate will provide to Covered Entity documentation (including a copy of written policies and procedures) demonstrating that Business Associate has implemented the safeguards required by Section 2.2.

2.4 Duty to Identify, Mitigate, Document, and Report. With respect to (i) a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA, (ii) a discovered breach of Unsecured PHI, or (iii) a suspected or known security incident (excluding inconsequential incidents that occur on a daily basis such as scans or "pings" that are not allowed past Business Associate's firewalls), Business Associate agrees:

- (a) **Identify.** To identify and appropriately respond to any suspected or known occurrences;
- (b) **Mitigate.** Mitigate, to the extent practicable, any harmful effect known to Business Associate related to the occurrence;
- (c) **Document.** Document the occurrence and its outcome;
- (d) **Report.** Report the occurrence to Covered Entity in writing, as required by 45 CFR §164.410, in either a summary or a detailed report, as appropriate considering the circumstances; and
- (e) **Additional Requirements.** Comply with the additional requirements of Section 4.1 with respect to security incidents or breaches of Unsecured PHI.

2.5 Subcontractors and Agents. Business Associate agrees to ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI for the Business Associate on behalf of the Covered Entity agree in writing to the same restrictions and condition that apply to the Business Associate with respect to such information and will implement reasonable and appropriate safeguards to protect it. If Business Associate learns of a pattern of activity or practice of a subcontractor that constitutes a breach or violation of the subcontractor's obligation under the contract or other arrangement with Business Associate, Business Associate must take reasonable steps to secure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. In all events, Business Associate will be liable for the acts and omissions of its subcontractors and agents.

2.6 **Access and Amendment of PHI.** With respect to PHI maintained by Business Associate for, or on behalf of, Covered Entity in a designated record set:

(a) **Responsibility.** Business Associate is responsible to make available and timely respond to requests to access or amend such PHI, by an Individual or the Individual's designee, and to otherwise take any measures necessary to satisfy Covered Entity's obligations under 45 CFR §§ 164.524 and 164.526.

(b) **Limited Delegation of Authority.** Covered Entity delegates to Business Associate sole authority to determine on behalf of Covered Entity whether to deny a request for access or amendment of such PHI, provided that this delegation is revocable at will by Covered Entity upon notice to Business Associate.

(c) **Production to Covered Entity.** Upon request, Business Associate will make the PHI available to Covered Entity for inspection and copying as necessary to enable Covered Entity to fulfill its obligations under the Privacy Rule, including without limitation 45 CFR §§ 164.524 and 164.526.

2.7 **Accounting of Disclosures.**

(a) **Disclosure Tracking and Accounting.** Business Associate agrees to document certain non-routine disclosures of PHI, any required information related to such disclosures, and otherwise maintain and timely provide to Covered Entity or directly to an Individual, upon request, the information required for an accounting of disclosures in the time and manner required by, and as otherwise necessary to satisfy Covered Entity's obligations under, 45 CFR § 164.528.

(b) **Accounting of Disclosures of Electronic Health Records.** If and to the extent Business Associate uses or maintains an electronic health record, as that term is defined in Section 13400 of the HITECH Act, that includes PHI, Business Associate shall respond to requests from Individuals for an accounting of disclosures as described, and in the time and manner required by § 13405(c) of the HITECH Act. Business Associate acknowledges that Covered Entity will, in response to a request for an accounting by an Individual, provide a list of business associates with contact information as permitted by §13405(c)(3)(B).

(c) **Survival of Accounting Obligation.** Business Associate agrees to maintain an accounting of disclosures described in subsection (a) above for a period of six (6) years after termination of this BAA.

2.8 **Inspection of Books and Records.** Business Associate agrees to make internal practices, books, and records relating to its use and disclosure of PHI pursuant to the Services Agreement or this BAA available to Covered Entity or to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of determining compliance with HIPAA and the HITECH Act.

2.9 **Compliance with HIPAA Rules.** Except as otherwise set forth herein, to the extent that Business Associate is obligated by the Services Agreement to carry out one or more of Covered Entity's obligations under Subparts C, D, or E of 45 CFR §164, Business Associate agrees to comply with the requirements of said Subparts, as applicable to Covered Entity, in the performance of such obligations.

2.10 Compliance with Standard Transactions and Code Sets. If Business Associate conducts in whole or part a "transaction", as defined in 45 CFR § 160.103, for or on behalf of Covered Entity, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such transactions to comply, with each applicable standard, implementation specification, or other requirement as set forth in 45 CFR Parts 160 and 162.

2.11 Demands for Production of PHI.

(a) **Receipt by Business Associate.** If Business Associate receives a 'subpoena, civil or administrative demand, or any other demand for production of PHI ("document demand"), other than an Individual right request, Business Associate shall provide a copy of such demand to Covered Entity within five (5) days of receipt. To the extent the PHI that is the subject of the demand is in the possession of Business Associate and a response is warranted according to the standards contained in 45 CFR §164.512(e), Business Associate shall timely respond to the document demand.

(b) **Receipt by Covered Entity.** If Covered Entity receives a subpoena, civil or administrative demand, or any other demand for production of PHI ("document demand"), other than an Individual right request, Business Associate shall provide to Covered Entity any PHI responsive to such demand and shall assist and cooperate with Covered Entity in responding to such document demand in a timely manner and in accordance with the standards under 45 CFR § 164.512(e).

SECTION 3 - PERMITTED USES AND DISCLOSURES

3.1 Business Associate Services. As a general rule, the Business Associate may only use or disclose PHI as necessary to perform its obligations and services set forth in the Services Agreement or this BAA, provided that such use or disclosure would not violate HIPAA or the HITECH Act if carried out by Covered Entity, or as required by law.

3.2 Minimum Necessary Use and Disclosure. Business Associate shall comply with the minimum necessary standard (45 CFR § 164.502(b)) in its uses and disclosures of, and requests for, PHI and, to the extent practicable, will restrict its uses and disclosures to a Limited Data Set (as that term is defined in 45CFR § 164.514(e)(2)).

3.3 Other Permitted Uses. Business Associate may also, but only as permitted or required by the Services Agreement and if necessary, use or disclose PHI as follows: (i) for the proper management and administration, or to carry out the legal responsibilities, of Business Associate, provided any disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and only used or further disclosed as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and (ii) if applicable, for the provision of de-identification or data aggregation services to the Covered Entity under the terms of the Services Agreement and as permitted by 45 CFR §§ 164.514 and 164.504(e)(2)(i)(B).

3.4 Pursuant to an Authorization. Business Associate may use or disclose PHI pursuant to a valid authorization by an Individual that satisfies the requirements of 45 CFR § 164.508.

SECTION 4 - BREACH IDENTIFICATION AND NOTIFICATION

4.1 Monitoring and Reporting Incidents of Unauthorized Use or Disclosure of Unsecured PHI. Business Associate will take reasonable steps to monitor the unauthorized acquisition, access, use, and disclosure (subsequently referred to as use or disclosure) of Unsecured PHI. In particular, individuals who use or disclose PHI on behalf of Business Associate will be required to report all such unauthorized use or disclosure to Business Associate's Privacy Officer or designated individual.

4.2 Determination Whether Unauthorized Use or Disclosure Constitutes Breach. Upon receiving a report of unauthorized use or disclosure, Business Associate will undertake a risk assessment to determine whether the unauthorized use or disclosure constitutes a breach of Unsecured PHI. Business Associate will make and retain records of such determinations, including the basis for determinations that unauthorized uses or disclosures are not breaches of Unsecured PHI.

4.3 Notice to Affected Individuals of Breach. If the unauthorized use or disclosure constitutes a breach, Business Associate will notify the Individual(s) whose Unsecured PHI was used or disclosed improperly in accordance with the Breach Notification Requirements via written notice, substitute notice, or notice in urgent situations, as appropriate. Such notification will be provided without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the breach. Business Associate will provide Covered Entity with a copy of the notice it determines is required by this paragraph within a sufficient time prior to its required distribution date for review and approval by Covered Entity, which approval will not be unreasonably withheld.

4.4 Notice to Media of Breaches Involving More Than 500 Residents of Same State or Jurisdiction. If a breach involves more than 500 residents of the same State or jurisdiction, Business Associate will notify the media in accordance with the Breach Notification Requirements. Such notification will be provided without unreasonable delay and in no case later than sixty (60) calendar days after discovery of the breach. Business Associate will provide Covered Entity with a copy of the notice it determines is required by this paragraph within a sufficient time prior to its required distribution date for review and approval by Covered Entity, which approval will not be unreasonably withheld.

4.5 Notice to Covered Entity of Breaches Involving 500 or More Individuals. If a breach involves 500 or more individuals, Business Associate will notify Covered Entity with all the appropriate information so Covered Entity can notify HHS in the manner specified in the Breach Notification Requirements and on the HHS website. Business Associate will provide such notification without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the breach.

4.6 Maintenance of Log and Annual Notice to Covered Entity of Breaches Involving Less than 500 Individuals. Business Associate will maintain a log of breaches involving less than 500 Individuals and, not later than thirty (30) days after the end of each calendar year, notify Covered Entity with all the appropriate information so Covered Entity can notify HHS in the manner specified in the Breach Notification Requirements and on the HHS website.

4.7 Delayed Notification. Notwithstanding paragraph (c) or (d) above, if a law enforcement official provides Business Associate with a statement that the notification required under paragraph (c) or (d) above would impede a criminal investigation or cause damage to national security, Business Associate may delay the notification for the period of time set forth in the statement. If the law enforcement official provides an oral statement, Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under paragraph (c) or (d) for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to demonstrate that the required notification under this paragraph was made.

4.8 Reimbursement by Business Associate. To the extent Covered Entity incurs expenses and costs in determining whether, and to what extent, the notification requirements apply to a breach of Unsecured PHI by Business Associate or one of its subcontractors or agents and whether, and to what extent, the Business Associate's response to a breach of Unsecured PHI complies with its notification obligations, as required by this Section 4.1, in addition to any other remedies that may be available to Covered Entity, Business Associate will reimburse Covered Entity for any expenses and costs incurred (including attorneys fees and third party forensic analysis costs) in determining the actions required to comply with the notification obligations under HIPAA and the HITECH Act.

SECTION 5 – TERM AND TERMINATION

5.1 Term. The Term of this BAA shall be effective as of the effective date of the Services Agreement and shall terminate when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the termination provisions of this Section 5.

5.2 Termination for Cause. Notwithstanding any provision in the Services Agreement, Covered Entity may terminate the Services Agreement and this BAA if Covered Entity determines, in its sole discretion, Business Associate has breached any provision of this BAA or otherwise violated HIPAA or the HITECH Act. Covered Entity shall provide written notice to Business Associate and an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period or cure is not possible, the Services Agreement and this BAA shall automatically and immediately terminate, unless termination is infeasible. Business Associate acknowledges that, if cure is not possible and termination of the Services Agreement and BAA is infeasible, as determined in the sole discretion of the Covered Entity, Covered Entity shall have the right to report the violation to the Secretary.

5.3 Termination after Repeated Violations. Notwithstanding any provision in the Services Agreement, Covered Entity may terminate the Services Agreement and this BAA if Covered Entity determines, in its sole discretion, Business Associate has repeatedly breached any provision of this BAA or otherwise violated HIPAA or the HITECH Act, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same.

5.4 Obligations Upon Termination. Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this BAA or the Services Agreement. Upon termination of the Services Agreement, Business Associate will forward to Covered Entity, or to Covered Entity's designee, the records necessary for continued administration of Covered Entity. After the forwarding of said records, whatever PHI remains with Business Associate will be subject to the following:

- (a) Except as provided in paragraph (b) of this Section 5.4, upon termination, cancellation, expiration, or other conclusion of this BAA or the Services Agreement, for any reason, Business Associate shall return or, if Covered Entity gives written permission, destroy PHI in whatever form or medium and retain no copies of such PHI. Business Associate will complete such return or destruction as soon as possible, but in no event later than sixty (60) days from the date of the termination of the Services Agreement or this BAA. Within ten (10) days of the return or destruction of all PHI by Business Associate, Business Associate shall provide written certification to Covered Entity that the return or destruction of PHI has been completed.
- (b) In the event that Business' Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA (and of any additional requirements imposed by subsequent changes to HIPAA or the HITECH Act) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

SECTION 6 - INDEMNIFICATION

6.1 Indemnification by Business Associate. Business Associate will indemnify and hold harmless Covered Entity and any affiliate, officer, director, employee or agent of Covered Entity from and against any claim, cause of action, liability, damage, civil monetary penalties, cost or expense, including attorneys' fees and Court or proceeding costs, arising out of, or in connection with, any use or disclosure of PHI that violates or is not permitted by this BAA, HIPAA, or the HITECH Act, or other breach of this BAA by Business Associate or any subcontractor, agent, person, or entity under Business Associate's control.

6.2 Right to Tender or Undertake Defense. If Covered Entity is limned a party in any judicial, administrative, or other proceeding arising out of, or in connection with, any non-permitted or violating use or disclosure of PHI or other breach of this BAA by Business Associate or any subcontractor, agent, person, or entity under Business Associate's control, Covered Entity will, have the option at any time either to: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered Entity's interests at Business Associate's expense; or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

6.3 Right to Control Resolution. Covered Entity will have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this BAA.

6.4 Insurance. Upon request by Covered Entity, Business Associate shall obtain and maintain insurance coverage against improper uses and, disclosures of PHI by Business Associate, naming Covered Entity as an additional insured. Upon request, Business Associate shall provide a certificate evidencing such insurance coverage.

6.5 Conflicts. With respect to any breaches or violation of this BAA, the provisions in this Section 6 supersede any inconsistent terms contained in the Services Agreement

SECTION 7 - MISCELLANEOUS

7.1 Regulatory References. A reference in this BAA to a section of HIPAA or the HITECH Act means the section as in effect or as amended and for which compliance is required.

7.2 Ownership of PHI. Business Associate acknowledges and agrees that all PHI subject to the terms of the Services Agreement or this BAA shall be owned exclusively by Covered Entity.

7.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of HIPAA, the HITECH Act, or any other applicable law.

7.4 Assignment. Neither Party may assign its respective rights and obligations under this BAA without the prior written consent of the other Party, except, to a parent or subsidiary company.

7.5 Effect on Services Agreement (if any). Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of any Services Agreement between the Parties shall remain in full force and effect.

7.6 Survival. A change, waiver, or discharge of any liability or obligation under this BAA on any one or more occasions shall not constitute or be deemed, a waiver of performance of any continuing or other obligation or prohibit enforcement of any obligation on any other occasion. In the event that any provision of this BAA is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect. The respective rights and obligations of Business Associate under Sections 2.7, 5, and 6 of this BAA shall survive the termination of this BAA.

7.7 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA and the HITECH Act. In the event of an inconsistency between the provisions of this BAA and one or more mandatory provisions of HIPAA or the HITECH Act, the HIPAA or HITECH provisions shall control. Where provisions of this BAA are different than those mandated by HIPAA and the HITECH Act, but are nonetheless permitted, the provisions of this BAA shall control.

7.8 **Third-Party Beneficiaries.** This BAA is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations, or liabilities to or for any third party.

7.9 **Status of Business Associate as Independent Contractor.** The Parties acknowledge that Business Associate is an independent contractor and not an agent of Covered Entity.

7.10 **Governing Law.** This Agreement shall be governed according to the laws of North Carolina.

7.11 **Notification.** To the extent notice is required to be provided under any provision in this BAA, notice shall be provided to each respective Party as follows:

(a) Covered Entity:

Name of Covered Entity: _____

Attention (Name and Title): _____

Mailing Address: _____

City, State, Zip Code: _____

Phone Number: _____

(c) Business Associate:

Piedmont Pharmaceutical Care Network, LLC
802 Green Valley Rd Ste 106
Greensboro, NC 27408-7099
Attn: Larry S. Long, President
(336) 202-7146

IN WITNESS WHEREOF, The Parties have each caused this BAA to be executed by an authorized representative, as of the date first written above.

Business Associate: PPCN, LLC

Sign: Larry S. Long

Print: Larry S. Long

Title: President

Date: 3/7/2018

Covered Entity: _____

Sign: _____

Print: _____

Title: _____

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: Toni Winger, Administrative Secretary, County Manager's Office
DATE: 06/11/2018
SUBJECT: Juvenile Crime Prevention Council Funding Plan

ATTACHMENTS:

Description	Upload Date	Type
Request for Approval of Juvenile Crime Prevention Council Funding Plan	6/11/2018	Cover Memo
FY 2018-19 Funding Plan	6/11/2018	Cover Memo



Rowan County Juvenile Crime Prevention Council

130 West Innes Street, Salisbury, NC 28144

Phone: (704) 216-8180 Fax: (704) 216-8195

Memorandum

TO: Rowan County Board of Commissioners

FROM: Toni Wingler, JCPC Secretary

Date: June 18, 2018

The North Carolina Department of Public Safety, Division of Administration, anticipates the allocation of Juvenile Crime Prevention funds to Rowan County for fiscal year 2018-2019 programs serving delinquent, undisciplined and at-risk youth in the amount of \$306,370.

The Rowan County Juvenile Crime Prevention Council (JCPC) advertised a Request for Proposals (RFP) and received six (6) responses. The JCPC met and heard program proposals on February 28, 2018, and March 28, 2018 and submits the attached funding recommendations for approval to the Board of Commissioners.

Rowan County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 322,700 Local Match: \$ 164,192 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	Discovering Yourself Through Barnyard Adventures (Happy Farm)	\$31,578			\$16,722			\$48,300	35%
2	Juvenile Restitution (RYSB)	\$80,031			\$41,842			\$121,873	34%
3	Sex Offender Eval and Treatment (RYSB)	\$9,371			\$3,920			\$13,291	29%
4	SHIFT Mentoring (Transitioning Youth Movement)	\$48,800			\$19,600			\$68,400	29%
5	Strengthening Families (Families First)	\$75,000		\$37,544	\$13,200			\$125,744	40%
6	Teen Court (RYSB)	\$57,870			\$31,364			\$89,234	35%
7									
8	JCPC Administration	\$3,720						\$3,720	
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$306,370		\$37,544	\$126,648			\$470,562	35%

The above plan was derived through a planning process by the Rowan County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2018-2019

Amount of Unallocated Funds \$16,330

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

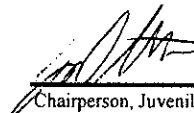
check type ☒ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by _____ Date _____
Area Consultant

Reviewed by _____ Date _____
Program Assistant

Verified by _____ Date _____
Designated State Office Staff

 6/7/18
Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

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: June 11, 2018
SUBJECT: FY 2018 Vehicles Financing Proposals

Please see attached information.

Please accept the bid received from Banc of America Public Capital Corp. and approve the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
FY 2018 Vehicles Financing Proposals	6/11/2018	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*
Rita Peters, Accountant I *RP*

RE: FY 2018 Vehicles Financing Proposals

DATE: June 8, 2018

The Finance Department recently requested and received installment financing proposals for the purchase of two vehicles for the Building Inspections Department, one vehicle for the Parks and Recreation Department, 15 vehicles for the Sheriff's Office and two vehicles and two ambulances for the Emergency Services Department. The amount to be financed is \$1,000,000. The term is three years. We received eight bids, which are summarized on the attached sheet.

Staff Recommendation: The Finance Department recommends that the County accept the bid received from Banc of America Public Capital Corp., which represents the lowest total cost to the County. The bid has an interest rate of 2.6983%, resulting in interest costs of \$41,084. The Finance Department also requests approval of the attached Resolution.



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



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

Rowan County Board of Commissioners

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

RESOLUTION APPROVING A PROPOSAL FROM BANC OF AMERICA PUBLIC CAPITAL CORP. TO FINANCE THE ACQUISITION OF VEHICLES

WHEREAS, Rowan County, North Carolina (the "County") has previously determined to undertake the purchase of certain vehicles (the "Equipment"), and, in connection therewith, issued a request for proposals to various financial institutions; and

WHEREAS, pursuant to Section 160A-20 of the North Carolina General Statutes, as amended, the County is authorized to finance the acquisition of the Equipment by an installment contract that creates a security interest in the property financed to secure repayment of the financing; and

WHEREAS, the County received several proposals, and the Assistant County Manager/Finance Director and County Manager now recommend that the Board of Commissioners approve the proposal from Banc of America Public Capital Corp. (the "Bank") for the financing of the Equipment.

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners, as follows:

1. The County hereby determines to finance the Equipment through Banc of America Public Capital Corp., or one of its affiliates, in accordance with the proposal dated May 30, 2018 (the "BAPCC Proposal").
2. The County hereby authorizes the Assistant County Manager/Finance Director and County Manager (the "Authorized Officers"), or any one of them, to execute and deliver an installment financing agreement consistent with the BAPCC Proposal (the "Financing Agreement"), and execute such certificates and documents and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Equipment as contemplated by the BAPCC Proposal and this Resolution.
3. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") as required so that the interest on the County's obligations under the Financing Agreement will not be included in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.
4. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Financing Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Financing Agreement, the security interest in the Equipment provided under the Financing Agreement being the sole security for the County's obligations thereunder.

Equal Opportunity Employer



recycled paper

5. The County intends that the adoption of this Resolution will be a declaration of the County's official intent to reimburse expenditures for the Equipment that is to be financed from the proceeds of the financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other County fund related to the Equipment, for Equipment costs may be reimbursed from the financing proceeds.

6. The County hereby designates the principal components of the Installment Payments payable under the Financing Agreement as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

7. All prior actions of County officers in furtherance of the purposes of this Resolution are hereby ratified, approved and confirmed.

8. This Resolution shall take effect upon its adoption this 18th day of June, 2018.

* * * * *

I, Carolyn Barger, Clerk to the Board/Assistant to the County Manager, for Rowan County, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a Resolution adopted by the Rowan County Board of Commissioners at a regular meeting duly called and held on June 18, 2018, and that the proceedings of such meeting are recorded in the Minutes of the County. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Rowan County Board of Commissioners is on file in my office.

WITNESS my hand and the official seal of Rowan County this _____ day of June, 2018.

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

(SEAL)

**ROWAN COUNTY
INSTALLMENT FINANCING PROPOSALS
VEHICLES 2018
SUMMARY OF COMPETITIVE BIDS
May 31, 2018**

	<u>Interest Rate</u>
Regions Equipment Finance Corp.	2.6200%
Banc of America Public Capital Corp.	2.6983%
SunTrust Equipment Finance & Leasing Corp.	2.7700%
BB&T Governmental Finance	2.7800%
US Bancorp Government Leasing & Finance, Inc.	2.8510%
Bank Funding, LLC	3.0100%
PNC Equipment Finance, LLC	3.1000%
First Bank	3.4000%

The proposal received from Regions Equipment Finance included \$1,350 in transaction costs.
The proposal received from Banc of America Public Capital had no transaction fees or 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: Chairman Greg Edds
DATE: June 11, 2018
SUBJECT: Proclamation Honoring and Celebrating The 100th Birthday of Rosella "Aunt Rose" Caldwell

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	6/11/2018	Cover Memo

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



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

Rowan County Board of Commissioners

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

PROCLAMATION HONORING AND CELEBRATING THE 100TH BIRTHDAY OF ROSELLA "AUNT ROSE" CALDWELL

WHEREAS, Rosella "Aunt Rose" Caldwell will celebrate her 100th birthday, Sunday, July 1, 2018, and will be honored by friends and relatives for the longevity and blessings of her life; *and*

WHEREAS, Aunt Rose was born and educated in Rowan County where she has been a contributing and treasured resident to the community; *and*

WHEREAS, Aunt Rose was an educator for 40 years and is fondly remembered for the sharing of her resources and her time with students and countless others, earning their respect and affection; *and*

WHEREAS, Aunt Rose continues to give generously to her church by her presence, teachings, knowledge and loving kindness; *and*

WHEREAS, Aunt Rose has unselfishly enriched those around her and is honored for the exemplary legacy and indelible impact on the lives she has touched.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners gives thanks for the blessings Rowan County has received for having Rosella "Aunt Rose" Caldwell as part of our community for 100 years.

This the 18th day of June, 2018.

Gregory C. Edds, Chairman
Board of Commissioners

ATTEST:

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



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Randy Cress, CIO, Rural Broadband Task Force Chair
DATE: June 11, 2018
SUBJECT: Request funding for Rural Broadband Task Force Survey Tax Bill Mailing Insert

The Rural Broadband Task Force has performed two initial meetings and has worked to develop a Citizen survey with a goal of reaching the maximum audience of our residents via online survey and mailing. This follows the State Community Broadband Playbook guidelines to gather citizen input for the purposes of showing an accurate representation of County-wide need and demand for Broadband Internet can be used by current and potential Broadband providers for expansion and new service delivery.

Task Force members have discussed options and would like to place a paper survey mailing insert within our upcoming tax bills reaching over 55,000 households. We have worked with our Tax Administrator to gather costs for printing and postage at an estimate not to exceed \$4,000. The draft copy of the survey is attached and will be finalized and approved by members at our next meeting on June 20, 2018.

Respectfully request that the Board of Commissioners appropriate \$4,000 in funding for this survey mailing insert.

ATTACHMENTS:

Description	Upload Date	Type
Draft Survey Mailing Insert	6/12/2018	Exhibit

ROWAN COUNTY BROADBAND SURVEY

Survey also available online at: www.rowancountync.gov/broadband



PURPOSE

This survey is part of Rowan County's Broadband Initiative to determine the internet/broadband needs for all residents of Rowan County. The primary goal is to identify underserved areas and work to attract internet service providers offering expanded service and higher speed options.

TERMS OF USE AND PRIVACY STATEMENT

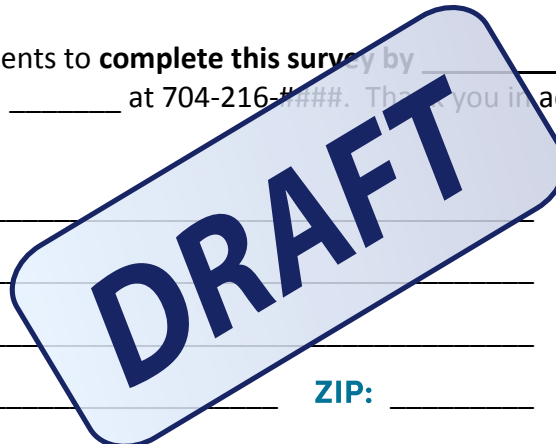
By participating in this survey, you are agreeing that Rowan County and the NC Broadband Infrastructure Office may seek to contact you to follow up on your service needs. Results will be:

- 1) mapped to show unmet needs or demand for high speed internet
- 2) shared with relevant broadband service providers or community planners in an effort to identify service solutions.

Therefore, your address in the beginning demographic section is critical to identifying underserved areas. Users submitting data on this survey can choose to NOT allow their location to be mapped. If mapped for public display, specific addresses will be buffered to ensure anonymous addresses.

We invite all Rowan County residents to **complete this survey** by _____. For more information on this survey, please call _____ at 704-216-####. Thank you in advance for your time.

NAME: _____
ADDRESS: _____
CITY: _____
COUNTY: _____ **ZIP:** _____



Is this a home-based business? ☐ YES ☐ NO

If no, would you be able to work from home if you had better technology? ☐ YES ☐ NO

One of the purposes of this survey is to collect and map locations where there is need for additional high-speed Internet options. To map a location, the street address of the location is geocoded (a longitude/latitude identifier) and used to position markers on a publicly viewable map.

Would you like your residence location to appear on a Rowan County Demand Map?

☐ YES ☐ NO

If the location can be mapped, your address WILL NOT appear on the map. It is not required that this location be mapped to complete and submit this survey. If you indicate no, no information will appear on the map.

**ROWAN
COUNTY**
NORTH CAROLINA
Be an original.

ROWAN COUNTY BROADBAND SURVEY

Survey also available online at: www.rowancountync.gov/broadband



Q1. Do you currently have internet access at home?

- ☐ YES ☐ NO

Q2. How do you access the internet at home?

- ☐ Cellular data plan (e.g., Verizon, Sprint, etc.)
☐ Digital Subscriber Line (DSL) (e.g., Windstream)
☐ Cable modem (e.g., Time Warner/Spectrum, etc.)
☐ Fiber-Optic (e.g., AT&T U-verse, Fibrant, etc.)
☐ Fixed Wireless (e.g., LightLeap, etc.)
☐ Satellite Internet Service (HughesNet, etc.)
☐ Dial-up
☐ Don't Know

Q3. How satisfied are you with your current internet access?

- ☐ Satisfactory ☐ Unsatisfactory

Q4. What is the main reason you **do not currently have internet access** in your home (if applicable)?

- ☐ N/A (I have internet service)
☐ Don't see the need for it
☐ Not available in my area
☐ Internet too slow
☐ My device does not connect
☐ Too expensive
☐ I use the internet somewhere else
☐ Concerns about online privacy
☐ Other (please specify)

Q5. Please identify the digital devices that you could access the internet with from your residence.
(Check all that apply.)

- ☐ Smart phone
☐ Desktop
☐ Laptop
☐ Tablet/e-reader (e.g., Kindle, iPad, etc.)
☐ Smart TV (e.g., Android TV, Samsung Smart Hub, etc.)
☐ Streaming Device (e.g., Chromecast, Apple TV, etc.)
☐ Gaming System (e.g., XBOX, Playstation, Wii, etc.)
☐ Others _____

Q6. Please indicate your **desired** internet speed for your home.

- ☐ **Basic Internet = 3 to 12 Mbps**
(Basic functions: email, browsing, basic video, VoIP, Internet radio)
☐ **Intermediate Internet = 12 to 25 Mbps**
(Basic functions plus one high-demand application: streaming HD video, multiparty video conferencing, online gaming, telecommuting)
☐ **Premium Internet = More than 25 Mbps**
(Basic functions plus more than one high-demand application running at the same time)
☐ **Don't Know**

Q7. What type of community is your residence in?

- ☐ Rural ☐ Urban

Thank you for your participation and feedback.

◆ PLEASE RETURN TO ◆

Please return completed surveys to your nearest **Rowan Public Library** (www.rowancountync.gov/librarylocations), or return by mail to:



For more information about this initiative including upcoming Task Force meetings, minutes from past meetings, etc., visit www.rowancountync.gov/broadband.

**ROWAN
COUNTY**

NORTH CAROLINA

Be an original.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, EDC, Vice-President of Operations
DATE: June 5, 2018
SUBJECT: Public Hearing & Executive Summary Presentation - Project Frozen

The Rowan EDC will present an Economic Impact Analysis for the potential location of Project Frozen in Rowan County. This would be the first facility for the company behind Project Frozen.

The proposed project would represent approximately \$9 million of new investment in Rowan County through the initial construction of a new 42,000 square foot, high tech cold storage facility. The company plans to expand the facility to 81,000 square feet within 2 to 3 years. The proposed project would also create 40 new jobs. The average salary for these new jobs would be \$41,469 per year.

ATTACHMENTS:

Description	Upload Date	Type
Economic Impact Analysis - Project Frozen	6/5/2018	Cover Memo

June 6, 2018



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC
IMPACT
SUMMARY

SUMMARY OF PROPOSED ESTABLISHMENT OF
WJD COLD STORAGE IN ROWAN COUNTY



Submitted by:
The Rowan EDC

June 6, 2018

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

Re: Summary of Proposed Establishment of WJD Cold Storage in Rowan County, NC

Dear Chairman Edds and County Commissioners:

On behalf of your Economic Development Commission, please allow me to present to you this summary of the proposed establishment of WJD Cold Storage in Rowan County.

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

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

- David Hartigan, President, Hartigan Management, Inc.
- Melanie O'Connell Underwood, Regional Industry Manager, Economic Development Partnership of NC
- Pat Ivey, Division Engineer (Highway Division 9) – North Carolina Department of Transportation
- Chris Corriher, District Engineer (District 1, Highway Division 9) – North Carolina Department of Transportation
- Jay Matey, Engineer - The Timmons Group

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

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

Sincerely,



Scott Shelton
Vice President of Operations

Contents

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

1. Project Description

Background

For several years, the Rowan EDC has been working with WJD Cold Storage, L.L.C. to establish a refrigerated food storage facility in Rowan County. The Company, with assistance from the Town of Granite Quarry, has identified a suitable site for the facility and are ready to move forward with their project.



WJD Cold Storage, L.L.C. (WJD) was established in 2012 by a group of entrepreneurs with extensive experience in the frozen food distribution and logistics industry. WJD was formed after its founders saw a glaring need for modern cold storage facilities that meet current national and state sanitation and security standards. Its members are:

- Bryan Duncan
- William Malloy
- Joseph Emmons
- Jacqueline Patterson

Proposed Project

The company proposes to build a 42,000 square foot, high tech cold storage facility with the storage capacity for 3,500 pallets. WJD anticipates expanding into a second phase of the project within 24 to 36 months which would increase the size of the facility to 81,000 square feet and add an additional 3,500 pallets. The initial capital investment for the project would be approximately \$5.6 million over the first 3 years, increasing to approximately \$9 million at full build out. As part of this project, WJD would create 40 full time jobs, paying an average salary of \$41,469 with benefits.



WJD would like to build this new facility on a 16.83 acre lot, identified as Tax Parcel 404 147, that is currently owned by the Town of Granite Quarry and located near the new Granite Industrial Park. The company is in negotiations with the Town to purchase the site utilizing a deferred payment plan.

Required Infrastructure

In order to provide the necessary infrastructure to the site, engineers have estimated that the following improvements will have to be made:

- 1) In order to provide access to the property for truck and employee traffic, it is

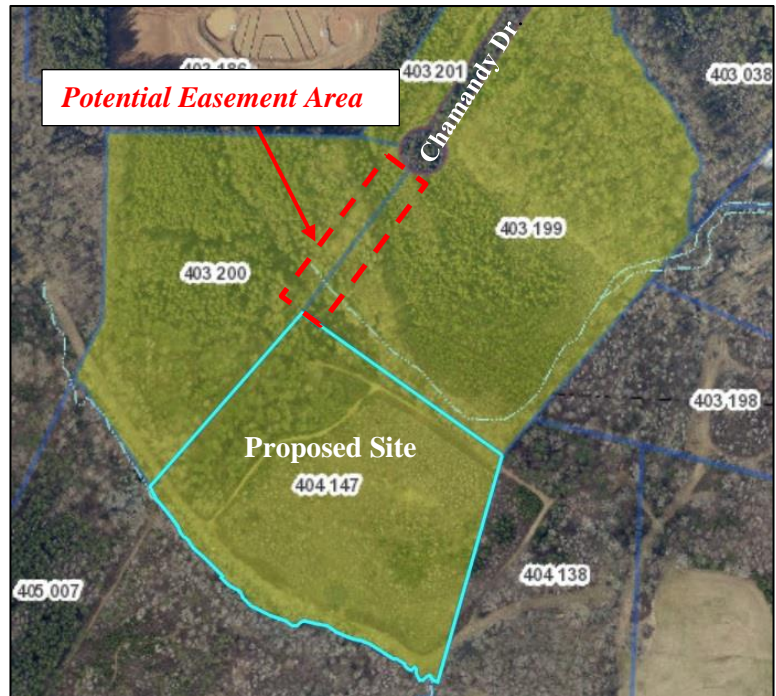


necessary that Chamandy Drive be extended. This proposed extension would be 650 feet long, 36 feet wide and constructed of AC pavement. The road will be maintained by the Town of Granite Quarry.

- 2) An existing 12-inch water line will also need to be extended approximately 650 feet to the site. The water line will be operated and maintained by Salisbury-Rowan Utilities.

In order to extend both the road and the water line to this site, Rowan County will need to grant an easement through its property at the end of Chamandy Drive.

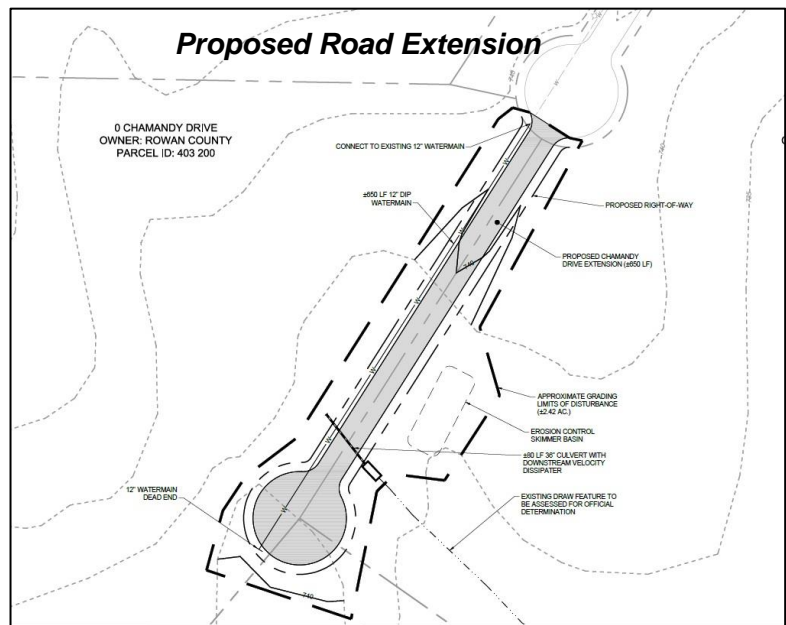
The probable path for this easement would be along the common property line of Tax Parcels 403 199 and 403 200.



The cost for installing this infrastructure is estimated to be \$507,000. Preliminary meetings with State officials indicated that grant funds will likely be available to help pay for these infrastructure improvements, should the project move forward. The Town of Granite Quarry will be the applicant for these grants and will be responsible for the required local match.

2. Regulatory Approval Process

The proposed project will require permitting through the Town of Granite Quarry for zoning compliance as well as erosion and sedimentation control. WJD Cold Storage will work with the Town of Granite Quarry and Rowan County Building Inspections to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for this type of facility.



3. Requested Assistance

This project would create 40 new full time jobs that would pay an average salary of \$41,469. Construction of WJD's new facility and placement of equipment will increase the County tax base by

approximately \$5.1 million dollars during the first phase of the project. The Company plans to begin a second phase within 24 to 36 months, which will bring the total investment for the project up to \$9 million dollars. Over a ten-year period, the project should provide approximately \$523,231 in increased tax revenue for Rowan County.

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

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

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

It is estimated that approximately \$9 million of new investment will register as increases to the tax base of Rowan County. This proposal meets the investment criteria for a "Level 1 Grant."

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

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

The Company is requesting assistance under this program for the amount and duration adopted in the policy. We respectfully request that the Board of Commissioners consider approving this request based on the project's potential impact on our community.

Draft Relocation and Expansion Assistance Agreement

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

4. Model of County Revenue – 10-Year Horizon

Revenue Calculations

In order to illustrate the revenue impact of this potential project on our community, we have projected revenue returns for a 10-year study period through 2028.

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

Summary of Findings

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

- The County tax rate is fixed at the current rate of .6625
- \$5.14 million of new equipment and construction occurs prior to December 31, 2018
- Phase I of the project is complete by December 31, 2018
- As part of Phase II of the project, an additional investment of \$3.93 million in new equipment and construction occurs by December 31, 2021
- Phase II of the project is complete by December 31, 2021

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

Incorporating the above framework, the following outcomes are projected:

- During the first three years of the proposed 5-year incentive agreement, the proposed facility would generate \$34,071 of new revenue annually for Rowan County. The County would provide an incentive grant of approximately \$25,553. Rowan County would retain approximately \$8,518. These estimates are based on the initial proposed investment of \$5,142,765.
- The Company expects to begin a second phase of the project and expand within two years of the first phase's completion. In an attempt to be conservative with our calculations, we have provided a grant estimate in which the Company waits for three years to begin its second phase. During the last two years of the proposed 5-year incentive agreement, using this estimate, the proposed facility would generate \$60,145 of new revenue annually for Rowan County. The County would provide an incentive grant of approximately \$45,109. Rowan County would retain approximately \$15,036.
- During the five incentivized years, Rowan County would collect \$222,503 in revenue and provide incentive grants totaling \$166,878. The County would retain \$55,625 of revenue during the incentive term.
- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated \$523,231, disburse a \$166,878 grant and retain an estimated \$356,353 of new revenue.

Proposed Project:

<i>(Construction Completed by December 31, 2018)</i>		Time Period	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
		Calendar Year	2019	2020	2021	2022	2023
Total Capital Investment	Total planned amount of Expansion project		\$5,142,765	\$5,142,765	\$5,142,765	\$9,078,558	\$9,078,558
County Tax Rate	0.6625%		0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
County Tax Revenue	Local Taxable Capital Investment times County Tax Rate		\$34,071	\$34,071	\$34,071	\$60,145	\$60,145
Expansion Grant %	75% for 5 years. Paid in FY 2018-2021		75%	75%	75%	75%	75%
Expansion Grant %	County Tax Revenue times Expansion Grant		\$25,553	\$25,553	\$25,553	\$45,109	\$45,109
County Net Revenue	County Tax Revenue minus Expansion Grant		\$8,518	\$8,518	\$8,518	\$15,036	\$15,036

FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	10 Year Summary
2024	2025	2026	2027	2028	
\$9,078,558	\$9,078,558	\$9,078,558	\$9,078,558	\$9,078,558	\$9,078,558
0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
\$60,145	\$60,145	\$60,145	\$60,145	\$60,145	\$523,231
\$0	\$0	\$0	\$0	\$0	\$166,878
\$60,145	\$60,145	\$60,145	\$60,145	\$60,145	\$356,353

5. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. WJD plans to create 40 full-time jobs as part of this project. These new jobs in Rowan County will provide an average annual wage of \$41,469, with benefits.

The Company plans to invest approximately \$9 million dollars in taxable improvements as part of the project. Rowan County should retain \$356,353 in new tax revenue generated by this project over a ten-year period.

The Town-owned parcel being considered for this project is currently producing no income for Rowan County or the Town of Granite Quarry. The successful placement of a vibrant new business on the site should improve in value of the surrounding parcels located in Granite Industrial Park. By assisting this company in establishing a facility, we are confident that a new, mutually beneficial relationship will grow and prosper.

This is an exciting project that will benefit from the experience and expertise of local entrepreneurs. Both Rowan County and the Town of Granite Quarry have demonstrated their commitment to supporting economic development. If approved, news of this project will resonate positively with companies connected to these operations, both locally and beyond. Highlighting successful public-private partnerships, especially in these competitive economic times, will increase Rowan County's reputation as a business friendly community.

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

6. Appendix

- Legal Description of Property
- Draft Incentive Agreement

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

For the purposes of this Agreement, the property of the Town of Granite Quarry, located at 0 Faith Road, Salisbury, NC 28146 shall further be described as follows:

Rowan County

<i>Parcel ID</i>	<i>Size</i>	<i>Address</i>
404 174	<u>16.83</u>	0 Faith Road

Total Acreage 16.83

Rowan County GIS



Parcel Information (Based on Most Recent Tax Information Available)

Parcel ID: 404 174
TOWN OF GRANITE QUARRY
C/O GRAHAM CORRIER, ATTY
225 NORTH MAIN ST, STE. 200
SALISBURY, NC 28144-0000

Property Address:
0 Faith Road
Legal Description:
16.83 AC
Acreage: 16.83 acres
Deed Book: 1297 **Pg:** 445
Deed Year: 2017

Year Sold: 2017	
Sale Inst.: WD	
Sale Amt.:	\$0
Land FMV:	\$0
Assessed Land Value:	\$0
Building Value:	\$0
Total Assessed Value:	\$0

METES & BOUNDS OF PROPERTY

(as described in Deed Book # 1297, Page Number 445)

BEGINNING at an existing iron, said iron being the northernmost point of that certain 92.024 acre tract, being shown as Tract B the map and survey for Timmy Lee Ervin and wife, Pamela Warstler Ervin, as recorded in Book of Maps 9995 at Page 6050, and running thence from said Beginning point, with the property line of Rowan County, South 54-37-06 East 776.16 feet to an existing stone; thence continuing with a new line through that 92.024 acre tract, South 16-05-56 West 741.57 feet to a point in Crane Creek; thence 14 lines with the property line of Ronald E. Earnhardt, said property being further described in Deed Book 1169 at Page 436, Rowan County Registry, as follows: (1) North 76-58-53 West 73.79 feet to a point; (2) North 68-04-44 West 59.42 feet to a point; (3) North 48-09-20 West 111.14 feet to a point; (4) South 65-54-34 West 19.29 feet to a point; (5) North 49-28-20 West 30.01 feet to a point; (6) North 72-29-59 West 140.52 feet to a point; (7) North 68-0-44 West 118.44 feet to a point; (8) North 59-28-49 West 146.40 feet to a point; (9) North 52-25-54 West 112.06 feet to a point; (10) North 47-43-31 West 85.6 feet to a point; (11) North 38-58-28 West 50.50 feet to a point; (12) North 38-19-38 West 89.69 feet to a point; (13) North 31-41-39 West 89.70 feet to a point; and (14) North 40-51-06 East 27.40 feet to an existing iron in the line of the property of Rowan County; thence with said line of Rowan County, North 40-51-06 East 727.54 feet to the point of **BEGINNING**, and being 16.831 acres and shown as Tract B-1, on the map and survey for T&F Developers, LLC, as prepared by Richard L. Shulenburger, PLS, and dated January 20, 2016.

NORTH CAROLINA
ROWAN COUNTY

RELOCATION AND EXPANSION ASSISTANCE AGREEMENT

THIS RELOCATION AND EXPANSION ASSISTANCE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between Rowan County, North Carolina, a body politic (hereinafter referred to as the "County") and WJD Cold Storage L.L.C., a North Carolina Limited Liability Company (hereinafter referred to as the "Company").

WITNESSETH

WHEREAS, the Company has explored the possibility of establishing a new or expanding an existing facility in Rowan County (the "Project"), which would increase taxable property in the County and result in the creation of a number of jobs in the County, but would not have a significant detrimental impact to the environment of the County; and

WHEREAS, the Company has determined that the property located at 0 Faith Road, Salisbury, North Carolina and further identified as Tax Parcel 404 147 (the "Property"), is a suitable location for its expansion and improvement; and

WHEREAS, in order to induce the Company to relocate, expand, or improve on the Property, the County is willing to provide, or cause to be provided, to the Company certain inducements, upon terms and conditions binding upon the County as set forth herein; and

WHEREAS, prior to beginning any relocation, expansion or improvement on the Property, the Company and County met and agreed to enter into this Agreement; and

WHEREAS, in consideration of the undertakings and agreements set forth herein, approximately \$9 million dollars will be invested by or on behalf of the Company in new equipment and other real property improvements on the Property, and to create a certain number of jobs as provided herein and further comply with the covenants and conditions binding upon it as set forth herein, all of which are intended to create a positive economic impact in the County.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the County hereby agree as follows:

ARTICLE I
COUNTY INDUCEMENTS

The County shall provide financial assistance to the Company through its "Relocation and Expansion Assistance Program", as hereinafter described, with respect to the Company's development of the Property and other related expenses as follows:

- 1) The "Relocation and Expansion Assistance Program" will be provided as a "Relocation and Expansion Incentive Grant" ("Grant") to assist the Company with construction, equipment, and other capital improvements in Rowan County. The Grant will specifically apply to the Property and all real property improvements and personal property newly installed and used at the Property ("Facility").
- 2) The amount of the Grant will be computed using the following steps:

a) Real Property Valuation.

- i) For each tax year that the Grant is applicable to a Property (subject to the limitations below), determine the actual assessed tax value of the real property, located at such Property.
- ii) Subtract from the above amount in a) i) the baseline real property value of the Property assessed as of January 1, 2018, and prior to the investments made by the Company in real property at such property. The annual result of this computation shall be defined as the “New Real Property Value” for the applicable Property.

b) Personal Property Valuation.

- i) For each tax year that the Grant is applicable (subject to the limitations below), determine the actual assessed tax value of all personal property, excluding supplies and rolling stock, located at and used in such Property.
- ii) Subtract from the above amount in b) i) the assessed tax value of personal property, excluding supplies and rolling stock, located at and used on such Property as of January 1, 2018. The annual result of this computation shall be defined as the “New Personal Property Value” for the applicable Property.

c) County Property Tax Determination. The sum of the New Real Property Value and the New Personal Property Value of a Property for each applicable year shall be the “New Property Value” of such Property for such year. Multiply the New Property Value for each applicable Property by the County tax rate (excluding municipal and fire district tax rates) applicable for the tax year at issue to determine the amount of property taxes applicable to the new property at such Property.

d) Grant Amount Determination. Multiply the property taxes applicable to the New Property Value for each applicable Property by 75% (0.75).

- 3) The Grant will be structured as a reimbursement of a portion of the real and personal property taxes assessed against each applicable Property and the Company. Such payment of the Grant will be made to the Company. Payment may be requested by the Company no sooner than January 1st and no later than June 30th of the fiscal year in which the taxes are due. The Grant will be paid within sixty (60) days of the Company providing certifications as set forth in Article III(3), and receipt of the Company’s full payment of all real and personal property taxes due to the County. Payment of the Grant shall be equal to Seventy-Five Percent (75%) of the County property taxes (excluding municipal and fire district taxes) paid on the New Property Value of the Property by the Company according to Paragraph (2) above at the prevailing Rowan County tax rate for the tax year of the requested Grant.
- 4) Tax amounts due on property discovered by the County through its customary audit procedures and not listed by the Company shall be excluded from this Agreement, and the County shall not be responsible for reimbursement on these amounts for any tax year.

ARTICLE II
SCHEDULE OF CORPORATE IMPROVEMENTS

- 1) The Company has determined that the Property is a suitable site for location of its Facility and shall acquire all local permits, zoning approvals, and required state and federal permits, if applicable. The Company expects to have the Facility substantially completed by December 31, 2018.
- 2) The Company shall receive the Grant for five separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2019, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2020. If the Facility is not complete by January 1, 2019, the Grant shall be based on the percentage complete and assessed for that year.
- 3) Unless an event triggering the Force Majeure provision set forth in Article VII herein shall occur, the initial year shall commence on property assessed as of January 1, 2019.
- 4) Any subsequent qualifying expansion of the Facility by the Company shall be eligible (provided the Relocation and Expansion Assistance Program is still in effect) for consideration as a separate Grant under the Relocation and Expansion Assistance Program, each for a separate Grant Term.

ARTICLE III
EMPLOYMENT

- 1) The Company projects that it will create 40 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2019, the Company shall employ 40 FTEs at this Project. A FTE position requires at least 1,600 hours of work per year and is provided standard company benefits.
- 2) In each Fiscal Year (FY) that the company requests the disbursement of grant funds, the Company shall certify that the following employment goals have been met, prior to receiving payment:

<u>County Fiscal Year (FY)</u>	<u>Number of New FTE (in aggregate)</u>
FY 20-21	40
FY 21-22	40
FY 22-23	40
FY 23-24	40
FY 24-25	40

- 3) The Company shall certify annual progress towards the employment of the required number of FTEs to the County on or before June 30, 2020, and on June 30th following each of the remaining years of the Grant Term. Such certification shall include a copy of the Company's "*Employers Quarterly Tax and Wage Report*" (Form NCU1 101 filed with the NC Employment Security Commission) for the quarter a) ending on or immediately preceding the date of the annual request and b) the number of FTEs as of that same date. If the NCUI 101 is discontinued or modified, a successor form performing a comparable function must be submitted. The Company shall also provide copies of its One NC Grant reporting to the County when they have been submitted to the State.

- 4) Should the Company fail to certify its annual employment numbers by June 30th, the County may allow the Company an extended cure period to file and certify this particular report annually.
- 5) If the Company does not meet the employment goals, the County will reduce the annual Grant payment on a pro-rata basis until such time as the Company once again meets employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met for the given year.

ARTICLE IV
TERMINATION OF GRANT AGREEMENT AND REQUIRED REPAYMENT OF
GRANT FUNDS UPON ANNOUNCED TERMINATION OF OPERATIONS OR
MAJORITY REDUCTION IN WORKFORCE

- 1) The assistance provided by Rowan County, through the Relocation and Expansion Assistance Program, represents a substantial commitment of public resources. Companies that participate in this program are expected to maintain and continue operations beyond the end of the Grant Term.
- 2) Should the Company cease operations or eliminate the majority of their workforce (51% reduction or more within a twelve (12) month span), the Agreement will be terminated and the Company will be required to repay all grant proceeds provided during the thirty-six (36) months prior to the cessation or reduction.
- 3) Repayment of grant funds shall be required if the Company has received any grant disbursements from the County within the thirty-six (36) months prior to the earlier of (a) Public announcement by the Company of plans to close or eliminate the majority of the workforce, (b) Actual cessation of operations, or elimination of a majority of the workforce.
- 4) The Company shall make payment to the County within one hundred and twenty (120) days of such announcement or event. The County may use any and all legal recourse to pursue restitution from the Company and / or its successors.

ARTICLE V
RELOCATION AND ASSISTANCE GRANT ADDITIONAL TERMS AND
CONDITIONS

As further consideration for the granting of certain relocation and assistance grants to the Company by the County, the Company further agrees that it shall abide by the Federal Immigration and Control Act of 1986 and all subsequent amendments thereto (collectively the "Act"). To that end, the Company agrees as follows:

- 1) The Company shall provide to Rowan County an annual certification, as of the time the Company first claims the Grant and each year it claims an installment or carryforward of the Grant, that the Company has implemented measures necessary to be in compliance with the Act and does not knowingly employ any unauthorized alien at the Facility; and
- 2) If the Company fails to implement measures necessary to be in compliance with the Act or knowingly employs an unauthorized alien at the Facility, and if upon learning of such

event, fails to cure such matter within sixty (60) days from learning of such, then the Grant shall expire and the Company may not take any remaining installment or carryforward of the Grant.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COMPANY

The Company represents, warrants and covenants to the County, as applicable, as of the date of this Agreement that:

- 1) Standing. The Company is a company duly organized and existing and in good standing under the laws of the State of North Carolina.
- 2) Authority. The Company has the corporate power and authority to own its properties and assets, to carry on its business as it is now being conducted and to execute and perform this Agreement.
- 3) Enforceability. This Agreement is the legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal laws, in effect from time to time, which affect the enforcement of creditors' rights generally.
- 4) No Violations. This agreement does not violate the charter documents or bylaws of the Company or any provisions of any indenture, agreement or other instrument to which the Company is a party.
- 5) No Conflicts. This agreement does not conflict with, result in a breach of or constitute an event of default under (or an event which, with notice or lapse of time, or both, would constitute an event of default under) any indenture, agreement or other instrument to which the Company is a party.
- 6) Certifications. The Company shall be solely responsible for providing certifications of expenditures and jobs to the appropriate County officer at the time of filing the request for the annual Grant

ARTICLE VII
REPRESENTATIONS, WARRANTIES AND COVENENANTS - COUNTY

The County represents, warrants and covenants to the Company, as applicable, as of the date of this Agreement that:

- 1) The County (a) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement (b) by proper action has duly authorized the execution and delivery of this Agreement; and (c) is not in default under any provisions of this Agreement.
- 2) The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.

- 3) There is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.
- 4) The County is not in default under any provision of State law which would affect its existence or its powers as referred to in subsection (1).
- 5) To the best of the County's knowledge, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- 6) With respect to this Agreement, the County has complied fully with all requirements of N.C. General Statute 158-7.1 *et seq.*

ARTICLE VIII GENERAL PROVISIONS

- 1) Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina, notwithstanding any rules concerning application of the laws of another state or jurisdiction.
- 2) Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Company may assign this Agreement to a parent, subsidiary or affiliate as a part of any corporate restructuring.
- 3) Entire Agreement. This Agreement, and its attachments, constitute the entire agreement of the parties, and may not be contradicted by any prior or contemporaneous communications of any kind. This Agreement may only be modified by a written instrument that is signed by an authorized representative of each party.
- 4) Breach. In the event of a breach of this Agreement, the non-breaching party shall provide written notice of the breach to the breaching party, and the party in breach shall have thirty (30) days from the date of notice of the breach to cure its performance under this Agreement.
- 5) Waiver. Nothing in this Agreement shall constitute a waiver of any rights that the Company may have to appeal or otherwise contest any listing, appraisal or assessment that the County may make relative to the Properties.
- 6) Force Majeure. Any delay in the performance of any duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the lesser of (a) the period of such delay or (b) 24 months, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trades; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable

hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

- 7) Notices. All notices required or allowed by this Agreement shall be delivered in person, by overnight courier service (such as Federal Express), by certified mail, return receipt requested, postage prepaid, secure electronic transfers or by fax with written confirmation of receipt (with a copy sent by one of the other methods specified herein), addressed to the party or person to whom notice is to be given at the following addresses:

To County: Rowan County Manager
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8180
Facsimile: (704) 216-8195

With Copy (which does not constitute notice to):
Ketner & Dees, PA
121 East Kerr Street
Salisbury, NC 28144
Phone: (704) 637-3434
Facsimile: (704) 637-3449

To Company: Name and Contact Information

To Company Regarding Payment of Grant, also include:
Contact for the Grants

With Copy (which does not constitute notice to):
If requested by the Company

Notice shall be deemed to have been given with respect to overnight carrier or certified mail, one (1) day after deposit with such carrier and as to facsimile, on date of transmission, provided additional service is made. The addresses may be changed by giving written notice as provided herein; provided, however, that unless and until such written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in quadruplicate originals, in their respective names, by persons duly authorized by proper authority, and have sealed the same as of the day and year first above written.

WJD COLD STORAGE, L.L.C.

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name _____

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds

Rowan County Board of Commissioners

[Corporate Seal]

ATTEST:

Carolyn Barger

Clerk to the Board of Commissioners

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

Leslie Heidrick

Rowan County Finance Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John Dees II

County Attorney

ATTACHMENT I

LEGAL DESCRIPTION OF THE PROPERTY

For the purposes of this Agreement, the property of the Town of Granite Quarry, located at 0 Faith Road, Salisbury, NC 28146 shall further be described as follows:

Rowan County

<i>Parcel ID</i>	<i>Size</i>	<i>Address</i>
404 174	<u>16.83</u>	0 Faith Road

Total Acreage 16.83

Rowan County GIS



Parcel Information (Based on Most Recent Tax Information Available)

Parcel ID: 404 174
TOWN OF GRANITE QUARRY
C/O GRAHAM CORRIER, ATTY
225 NORTH MAIN ST, STE. 200
SALISBURY, NC 28144-0000

Property Address:
0 Faith Road
Legal Description:
16.83 AC
Acreage: 16.83
acres
Deed Book: 1297
Pg: 445
Deed Year: 2017

Year Sold: 2017	
Sale Inst.: WD	
Sale Amt.:	\$0
Land FMV:	\$0
Assessed Land Value:	\$0
Building Value:	\$0
Total Assessed Value:	\$0

METES & BOUNDS OF PROPERTY

(as described in Deed Book # 1297, Page Number 445)

BEGINNING at an existing iron, said iron being the northernmost point of that certain 92.024 acre tract, being shown as Tract B the map and survey for Timmy Lee Ervin and wife, Pamela Warstler Ervin, as recorded in Book of Maps 9995 at Page 6050, and running thence from said Beginning point, with the property line of Rowan County, South 54-37-06 East 776.16 feet to an existing stone; thence continuing with a new line through that 92.024 acre tract, South 16-05-56 West 741.57 feet to a point in Crane Creek; thence 14 lines with the property line of Ronald E. Earnhardt, said property being further described in Deed Book 1169 at Page 436, Rowan County Registry, as follows: (1) North 76-58-53 West 73.79 feet to a point; (2) North 68-04-44 West 59.42 feet to a point; (3) North 48-09-20 West 111.14 feet to a point; (4) South 65-54-34 West 19.29 feet to a point; (5) North 49-28-20 West 30.01 feet to a point; (6) North 72-29-59 West 140.52 feet to a point; (7) North 68-0-44 West 118.44 feet to a point; (8) North 59-28-49 West 146.40 feet to a point; (9) North 52-25-54 West 112.06 feet to a point; (10) North 47-43-31 West 85.6 feet to a point; (11) North 38-58-28 West 50.50 feet to a point; (12) North 38-19-38 West 89.69 feet to a point; (13) North 31-41-39 West 89.70 feet to a point; and (14) North 40-51-06 East 27.40 feet to an existing iron in the line of the property of Rowan County; thence with said line of Rowan County, North 40-51-06 East 727.54 feet to the point of **BEGINNING**, and being 16.831 acres and shown as Tract B-1, on the map and survey for T&F Developers, LLC, as prepared by Richard L. Shulenburger, PLS, and dated January 20, 2016.

DRAFT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: June 7, 2018
SUBJECT: Public Hearing for Z 04-18

On behalf of the Best of Care Assisted Living LLC, property owner Walter Rumpel is requesting the rezoning of his 3.76 acre tract referenced as Tax Parcel 245A-07804 located at 234 Northdale Ave. in Kannapolis from Rural Agricultural (RA) to Institutional (INST).

Conduct public hearing, motion to adopt statements, and motion to approve / deny / table Z 04-18.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/7/2018	Exhibit
GIS Map	6/7/2018	Exhibit
Application	6/7/2018	Exhibit



Rowan County Planning and Development Department

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

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: June 7, 2018
RE: **Z 04-18**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Receive staff report ☐ Petitioner comments ☐ Conduct public hearing
☐ Close hearing & discuss ☐ Motion to adopt statements ☐ Motion to
Approve / Deny / Table **Z 04-18**

BACKGROUND

Walter Rumble, owner of the Best of Care Assisted Living facility located at 234 Northdale Avenue in Kannapolis, visited the Planning Office on April 26, 2018 to inquire about a zoning permit to expand the existing vehicle canopy. The facility is classified as a non-conforming use since it could not comply with the special requirements in the Rural Agricultural (**RA**) district (owner residing on the property). Requesting Institutional (**INST**) zoning would allow for the improvement and also make the assisted living a facility conforming use.

The Best of Care is a 25 bed assisted living facility providing nursing assistance in a residential setting. According to records from the Assessor's Office, the small structure along the southern property line was established in 1950 while the main facility was added in 1987.

REQUEST

On behalf of the Best of Care Assisted Living LLC, Mr. Rumble is requesting the rezoning of his 3.76 acre tract referenced as Tax Parcel 245A-07804 from **RA** to **INST**. The background information is provided to give context to the request and current property improvement and does not guarantee future property use as with a conditional district. **All uses allowed in the INST district must be considered with this request.**

ZONING CRITERIA

1. Relationship and conformity with any plans and policies.

Plans – This property is located in Area 2 of the Western Area Land Use Plan, an area which generally extends beyond municipal limits where medium density residential development and mixed use are encouraged. Specifically, commercial uses that serve proposed and surrounding communities in a mixed use development are encouraged (see page 41 of the plan).

While Enochville is not identified as a community node in the plan, it is easily recognized by both name and location as a community and in fact was incorporated in 1877 and remained as such until 1974. However, the actual boundary of Enochville is a bit more difficult to identify. As a Census Designated Place, it contains a boundary generally formed by Cannon Farm Rd., Irish Buffalo Creek, Cabarrus County, and a distance between ¼ to 1 ¼ mile west of Enochville Ave. A more narrow boundary would likely center on Enochville Ave. and include the adjacent neighborhoods that include the subject parcel.

It is also worth noting the land use plan focused predominantly on commercial / industrial and residential uses. Specific recommendations regarding **INST** should likely consider the spirit of commercial application to new areas while understanding the difference in the allowed uses for each district.

Policies – N/A.

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

Institutional, INST – The purpose of the Institutional district is to recognize and permit the creation of defined areas for the unified and orderly development of major cultural, educational, medical, governmental, religious and other institutions in order to support and enhance their benefits to the community in a manner which protects adjacent residential uses. Trade school facilities teaching a trade, for example truck driving or welding, which have that activity on site, shall meet zoning requirements for that use.

This district was established in 2003 as a result of a BOC directive for staff and the Planning Board to consider text changes for educational facilities and group homes. As a result, a new district was formed to accommodate a narrowly defined group of uses both as permitted by right and conditional. To date, **Z 12-03** serves as the only request for **INST** designation in the county, which was used to accommodate a day care facility at 1905 Emanuel Church Rd.

As referenced in the background information, an institutional use has operated on the subject property for the past thirty years in its current form. The below comparison of allowed uses with the **RA** district suggest the district is designed to be compatible in most all settings.

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

Compatibility of uses – For comparison purposes, the below table of use excerpt provide a generalized comparison between the **RA** and **INST** districts.

Land Use Category	RA	INST
Residential	Permitted	Not Permitted
Agriculture	Permitted	Permitted
Mining	Not Permitted	Not Permitted
Construction	Permitted with SR	Not Permitted
Manufacturing	Many Permitted with SR	Not Permitted
Transp., Com., Elec., Gas, & San. Svc.	Some Permitted with SR	Not Permitted
Wholesale Trade	Most Permitted with SR	Not Permitted
Retail Trade	Permitted with SR	Not Permitted
Finance, Insurance, etc.	Permitted with SR	Not Permitted
Services	Most permitted with SR	Some Permitted
Public Administration	Some Permitted with SR	Permitted

Unlike commercial (**CBI / NB**) and industrial (**IND / 85-ED Zones**), the **INST** district contains a list of permitted uses tailored to generally blend well in most rural and even residential areas. As evidenced by the above table, allowed uses are nearly identical to that found in the **RA** district. Additional service sector uses in healthcare or social areas such as substance abuse rehabilitation facilities, psychiatric facilities, juvenile correctional homes, or halfway homes which typically involve more consideration require a conditional use permit before the Board of Commissioners.

Conditions in the vicinity (see enclosed map) –

This property is bordered on all sides by residential uses, which is the predominant use in area. Other uses include:

- First Baptist Church of Enochville at 2308 Davis St. 190 feet south.
- Gaddy's Mobile Home Park off Winona Ave. with 29 spaces located in the Kannapolis ETJ zoned **RM-2** 200 feet east.
- Office & Institutional (**O&I**) zoning 800 feet southeast.

Per the Kannapolis Unified Development Ordinance, **RM-2** is classified as a medium density residential district allowing three (3) dwelling units per acre while **O&I** permit specialized services, public and private institutional uses, and cultural / recreational uses.

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

Roads – This property has frontage along two (2) streets maintained by NCDOT: 605 feet along Johnson Street (SR# 1387) and 399 feet along Northdale Avenue (SR# 1383).

Both of these roads would be classified as local roads since they were designed to carry a relatively low volume of traffic over short distances. Considering the proposed district permits a nearly identical set of service based uses, this request would not negatively impact road capacity.

Utilities & Schools – Rowan County Environmental Health Staff indicated the property contains an engineered septic system designed to accommodate the current facility. It is Planning Staffs understanding that the current septic system could not accommodate potential improvements that would create more demand on the system. The property is served by a well near the intersecting streets. Since residential uses are not allowed in the INST district, this request would have no impact on schools.

DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the PB / BoC in a rezoning decision is “*whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.*” Additionally, the boards “*shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.*”

PROCEDURES

The BOC must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. Recent adoption of Senate Bill 131 established a structured statement of consistency required for each zoning map and text amendment, which must take one of the following forms:

1. A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest;
2. A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest;
3. A statement approving the zoning amendment and containing at least all of the following:
 - a. A declaration that the approval is also deemed an amendment to the comprehensive plan;
 - b. An explanation of the change in conditions the board took into account amending the zoning ordinance to meet the development needs of the community;
 - c. Why the action was reasonable and in the public interest.

While no other specific guides were established to direct required content, guidance from the UNC School of Government suggests the “statements must be more than a checklist conclusion – it must include some modest discussion and explanation”.

May 14th PLANNING BOARD MEETING

No one spoke at the courtesy hearing. The PB voted 6-0 to recommend approval of the request

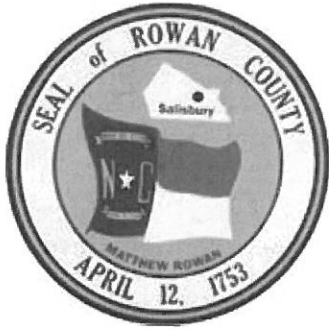
with the following statements:

Consistency – Z 04-18 is consistent with Area 2 of the Western Land Use Plan based on the following: The INST zone was formed for residential group homes such as this one in a residential area; it is a reasonable use for expanding or existing services.

Reasonableness – In accordance with Section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration Z 04-18 is reasonable and in the public interest based on the following: the INST zone was formed for residential group homes such as this one in a residential area; it is a reasonable use for expanding or existing services; it has also existed in the current use for the previous thirty years.

STAFF COMMENTS

A large percentage of rezoning requests before the Planning Board are from **RA** to **CBI**, which are often difficult to evaluate since most are individual parcel request to an isolated district. Considering the **INST** district’s purpose and intent along with the comparison of allowed uses between the current and proposed, this district is much easier to accommodate than other non-residential zoning districts.



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

Case # Z-04-18
Date Filed 1/26/18
Received By Asm
Amount Paid \$300 #3128
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Best of Care Assisted Living LLC
Signature: Walter C. Rumph
Phone: 704-933-4339 Email: bestofcare@windstream.net
Address: 234 Northdale Ave Kannapolis, NC 28081

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

Name: Walter C. Rumph
Signature: Walter C. Rumph
Phone: 980-621-9648 Email: Same
Address: Same

PROPERTY DETAILS:

Tax Parcel(s): 245 A 078 04 Size (sq.ft. or acres): 3.76 Acres
Property Location: 234 Northdale Ave. Kannapolis, NC 28081
Current Land Use: _____
Date Acquired: 2005 Deed Reference: Book 1158 Page 215

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District Inst

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

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

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): Walter G. Rumpf

Date: 4-26-18

Name of Applicant / Agent: Walter G. Rumpf

Address: 6301 Pagemont Rd Kannapolis, NC 28081

Phone Number: 980-621-9648

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

STATE OF _____ COUNTY OF _____

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

My commission expires _____, 20 ____.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board
Courtesy Hearing: 05/14/18 3. Notifications Mailed: 5/2/18 4. Property Posted:
5/2/18 5. Planning Board Action: Approved 6 Denied 0 6. Board of Commissioners
Public Hearing: 06/18/16 7. Notifications Mailed: 06/06/18 8. Property Posted:
06/06/18 9. Dates Advertised: 1st 06/06/18 2nd 06/13/18 10. BOC Action: Approved
_____ Denied _____ 11. Date Applicant Notified: 1/1

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: 6/8/2018
SUBJECT: Public Hearing for Z 03-18

Barry Childers is requesting the rezoning of four (4) parcels totaling 6.26 acres referenced as Tax Parcels 614-(188, 187, 186, 185) located at the 2600 block of Providence Church Rd. from Rural Agricultural (RA) to Commercial Business Industrial with a Conditional District (CBI-CD) to accommodate the construction of docks and boat lifts, a 2,800 sq.ft. storage building, and a fenced, gravel parking area for the storage of construction materials along with the property owner and applicant's personal boats and trailers.

Many residents from the nearby area voiced their concerns about the request at the Planning Board meeting.

Conduct public hearing, separate motions to adopt statements, and approve/ deny / table Z 03-18

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/8/2018	Cover Memo
GIS Map	6/8/2018	Cover Memo
Site Plan	6/8/2018	Cover Memo
Additional information for site plan	6/8/2018	Cover Memo
Application	6/8/2018	Cover Memo



Rowan County Planning and Development Department

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

Planning: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: June 8, 2018
RE: **Z 03-18**

SUGGESTED BOARD OF COMMISSIONERS ACTION

1. Receive staff report **2.** Petitioner comments **3.** Conduct public hearing **4.** Close hearing and discuss **5.** Motion to adopt statements **6.** Approve / Deny / Table **Z 03-18**

REQUEST

Barry Childers is requesting the rezoning of four (4) parcels totaling 6.26 acres referenced as Tax Parcels 614-(188, 187, 186, 185) located at the 2600 block of Providence Church Rd. from Rural Agricultural (RA) to Commercial Business Industrial with a Conditional District (CBI-CD) to accommodate the construction of docks and boat lifts, a 2,800 sq.ft. storage building, and a fenced, gravel parking area for the storage of construction materials along with the property owner and applicant's personal boats and trailers.

BACKGROUND

These lots were created as part of the High Rock Boat and Ski Club subdivision in 2006. The subdivision comprises of seven lots and is to be served by a community wastewater facility. The 2006 subdivision was created with residential use in mind; however, none of the lots have been developed. These properties have been zoned RA since the adoption of county wide zoning in 1998.

ZONING CRITERIA

1. Relationship and conformity with any plans and policies.

Plans – Parcels 614-(188,187,186,185) are located in Area Two of the Eastern Rowan Land Use Plan which is identified as areas located adjacent to

municipalities and the areas surrounding High Rock Lake. The property is located off of Providence Church Rd, which is recognized as a minor thoroughfare; the Eastern Rowan Land Use plan recommends rural businesses along thoroughfares with the Neighborhood Business district being considered appropriate for locating new businesses.

Note: This property does not lie within a watershed.

Policies – In 2007 the Board of Commissioners approved Z 04-07, a rezoning from RA to CBI, for a 2.3 acre portion of the neighboring tax parcel 614-182. It should be noted that the Z 04-07 request was for a piece of land that already had an existing business on it and that the request made the business compliant with the zoning ordinance.

In 2017 the Board of Commissioners tabled request Z 09-17, the Travis Cauble rezoning from RA to CBI-CD located approximately a mile from this request, and they did not approve the request until it was changed from a CBI-CD request to a NB-CD request.

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

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

The site is located next to an existing 15.57 acre CBI district and is located on Providence Church Rd, a recognized minor thoroughfare. The Eastern Rowan Land Use plan recommends NB zoning off of minor thoroughfares. The request use is construction of docks and boat lifts (SIC 1629) accompanied by the secondary uses “private storage building” and fenced gravel storage for boats, trailers, and construction materials: While the secondary uses could be permitted in the NB district, the primary use can not be; thus, the requested CBI-CD district is the only option for the applicant to consider. It may also be worth considering the proposed use of dock construction will require a multi-use operating facility permit from Cube Hydro.

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

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

Land Use Category	RA	CBI-CD
Residential	Permitted	Not Allowed
Agriculture	Permitted	Not Allowed
Mining	Not Allowed	Not Allowed
Construction	Permitted with SR	Heavy Construction Contractor for Docks/ Boat lifts.
Manufacturing	Many permitted with SR	Not Allowed
Transportation, Communications, etc.	Some permitted with SR and CUP	Personal Storage for boats, trailers, and construction equipment.
Wholesale Trade	Most permitted with SR	Not Allowed
Retail Trade	Permitted with SR	Not Allowed
Finance, Insurance, etc.	Permitted with SR	Not Allowed
Services	Most permitted with SR	Not Allowed
Public Administration	Some permitted with SR	Not Allowed

Note: Permitted with SR means permitted subject to compliance with a defined list of special requirements; “CUP” means subject to a conditional use permit by the Board of Commissioners.

Conditions in the vicinity (see enclosed map) –

The site is located on the Church Creek Cove of High Rock Lake. The surrounding area is mostly single family development and farm land. To the North lies the Goodman Lake Meadows and T.E Dry Subdivisions. The adjoining property to the south contains the closest commercial development which includes the High Rock Boat & Ski club along with Dave’s Grading and Hauling. This request is also in close proximity to Waters Edge, a 105 lot RS zoned major subdivision. To the South is mostly large tract pasture and farm land.

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

Roads – These parcels have 456 ft. of frontage on Providence Church Rd. (minor thoroughfare) The NCDOT draft Comprehensive Transportation Plan suggests this section of Providence Church Rd. has a design capacity of 13,600 vehicles per day. Since the estimated capacity is largely based on pavement width and speed limit, it

should only be used as basic information regarding the volume to capacity ratio rather than the single measure in assessing the road's operational capability. Average daily traffic count from 2013 indicates 1,300 vehicle trips occur along this section of Providence Church Rd. The parcels have an approved NCDOT Residential driveway permit for the existing gravel drive and for new shared drives along parcels 614 (187,186,185), however a commercial driveway permit will be required for the proposed use. Josh McMahan from the NCDOT has informed Planning staff that the existing drive will meet the sight distance requirements.

Utilities & Schools – These lots do not perk on site and will need to utilize a community septic system that is planned for parcel 614 008 for wastewater disposal.

DECISION MAKING

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / Board of Commissioners in a rezoning decision is *“whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.”* Additionally, the boards *“shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”*

PROCEDURES

The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)].

SPOT ZONING

A statement of reasonableness is necessary to substantiate a small-scale zoning decision and ensure the decision is “reasonable”. While spot zoning in North Carolina is considered legal, it must be determined as reasonable based on a number of factors including the following established by the courts:

- 1. Size and nature of the tract;**
- 2. Compatibility with existing plans;**
- 3. The impact of the zoning decision on the landowner, the immediate neighbors, and the surrounding community; and**
- 4. The relationship between the newly allowed uses in a spot rezoning and the previously allowed uses.**

PLANNING BOARD

The Planning Board held a special meeting on May 14th to conduct a courtesy hearing for request Z 03-18. During the course of the hearing ten residents of the surrounding area gave their concerns about the request. Many of the concerns brought to the board dealt with the possibility of excess noise, loss in property value, and expansion of commercial activity in the area. The

Planning Board worked with the applicant to mitigate some of the concerns with their agreed upon conditions which included; limiting the hours of operation, keeping the existing trees on the undeveloped parts of the site plan, limiting the storage area to only the storage of the applicant's personal property, and ensuring that the applicant applies for all necessary permits from governing bodies.

The Planning Board adopted the following statements.

Statement of Reasonableness

In accordance with Section 21-362(j) if the Rowan County Zoning Ordinance and after due consideration the Planning Board advises the Z 03-18 request is reasonable and in the public interest based on the following: the tract is 6.26 acres which is a reasonable size for this zoning, it is made compatible with the land use plan by implementing the additional conditions which will be discussed, it is in the public interest to have docks in a way that is screened from the lake, and it is adjacent to an existing CBI.

A motion to pass the statement of reasonableness was made by Mr. Bogle and seconded by Mr. Chamberlain. The motion passed with four in favor and two opposed.

Statement of Consistency

Z 03-18 is consistent with the East Rowan Area 2 Land Use Plan based on the following. The land is located along a minor thoroughfare land and is adjacent to CBI. Furthermore the adoption of Z 03-18 is reasonable and in the public interest based on the following. The application is for CBI-CD and the dock service does serve the entire public of the lake.

A motion to pass the statement of consistency was made by Chairman Fisher and seconded by Mr. Chamberlain seconded. The motion passed with four in favor and two opposed.

Approval of Z 03-18

Mr. Bogle motioned to recommend Z 03-18 CBI-CD to the commissioners with the following conditions:

- Trees are required to remain on the property outside of the proposed development of storage lot, building, and road.
- Identify item #7 as personal storage.
- The applicant must approach cube hydro to get approval of the floating dock location.
- The applicant must approach NCDOT for a commercial driveway permit.
- The applicant must approach Rowan County for the septic system and site of the metal building
- The hours of operations should be changed to Monday through Friday 9 AM to 5 PM and Saturday 9 AM to 12 PM

With no further discussion of the board, a motion to approve the amendment with the added recommendations was made by Chairman Fisher and was seconded by Mr. Poston. The motion passed with four in favor and two against.

STAFF COMMENTS

1. This property adjoins an existing 16 acre CBI parcel.
2. The request fronts on Providence Church Road a minor thoroughfare.
3. The Eastern Area Land Use Plan recommends Rural Business along thoroughfares. Neighborhood Business district is considered appropriate for such businesses.
4. The property may be subject to restrictive covenants that are not enforced by the county.
5. Since this is a conditional district, mutually agreed upon conditions may be applied to the request.
6. Only the uses requested in the site plan can be considered.



This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor its agents or employees shall be liable for any claim alleged to have resulted from any use thereof.

0 50 100
Feet

Z-03-18 Site Map



Legend

Zoning

NB-CD

RS

RA

MHP

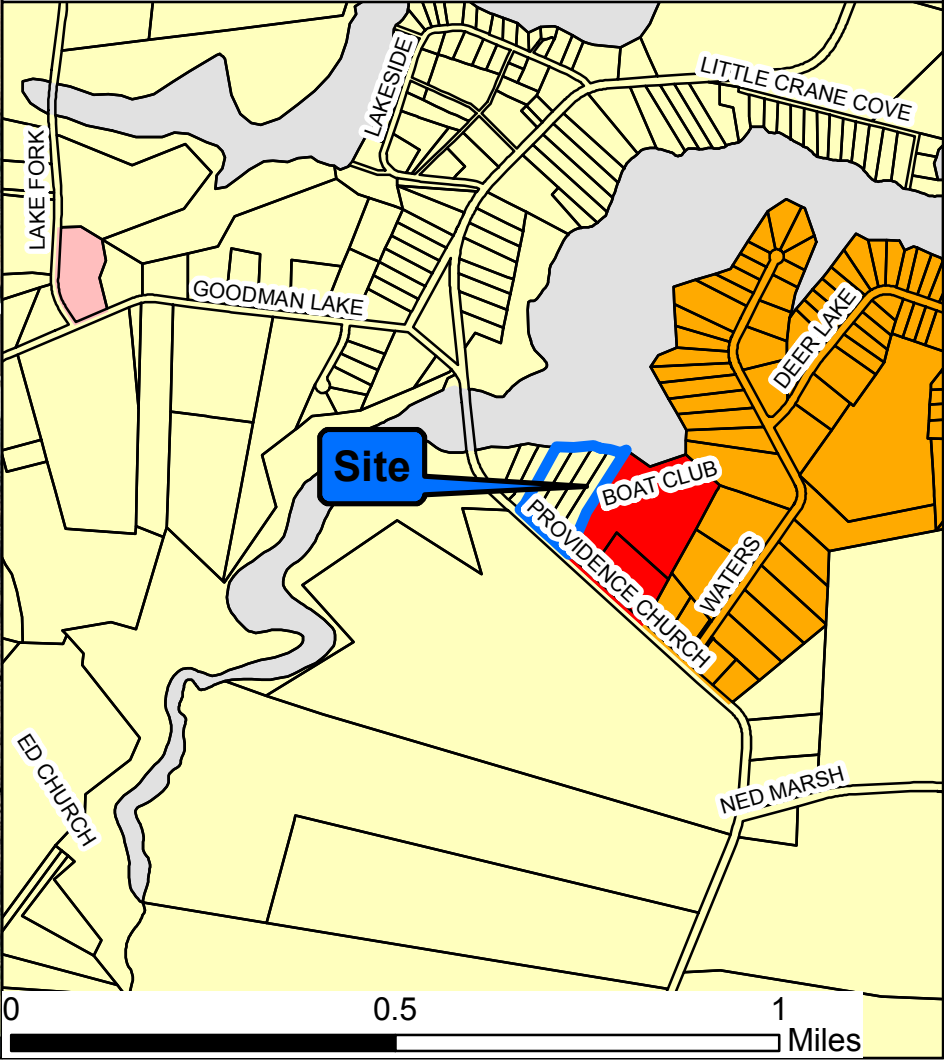
CBI



Site



Parcels



0 0.5 1
Miles

Lot 4,5,6 Barry Childers 704-239-0024

1. Lot RA

2. 614 185, 614 186, 614 187

John King

3. Lot 4,5,6

4. all RA

5. NO structures on the land

6. A proposed private storage lot with gravel.

7. Lot to be used for storage of construction materials for docks and boat lifts. *and boat/Trailer Parking*

8. 2 part-time

9. 7am to dusk Monday – Friday and sat 9-3

10. Land accessed from lot 7

11. Easement septic a long front of property with state right of ways.

12.

13. Site is all wooded

14. Yes flood plane is at bottom of hill beside of lake

15.

16. -NA-

17.

18.

19. Done

[Signature]
May 14 2018



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

Case # Z - 03 - 18
Date Filed 3/20/18
Received By SAS
Amount Paid \$ 300.00

Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: DANA CROCKER MALE
Signature: Dana Crocker Male by Albert C. Childers, Power of Attorney
Phone: 704-779-7922 Email: "ABERTC8736@ATT.NET"
Address: PO Box 382, Salisbury, NC 28145-0382

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

Name: BARRY SCOTT CHILDERS
Signature: [Signature]
Phone: 704-239-0024 Email: Childers Marine Construction @ Gmail. com
Address: 1225 PEBBLE POINT, SALISBURY, NC 28146

PROPERTY DETAILS:

Tax Parcel(s): # 614-188 Size (sq. ft. or acres): 1.98 ACRES
Property Location: #7 PROVIDENCE CHURCH ROAD, ROWAN COUNTY, NC
Current Land Use: UNDEVELOPED
Date Acquired: 11-29-2012 Deed Reference: Book 9995 Page 5882
REQUEST DETAILS: BK 1088 Pg. 760

Existing Zoning District RA Requested Zoning District CBI-CD

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

See Attached

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

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

ACM
by [Signature]
4.25.18

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): Dana Crocker Male by Agent Scott Childers, "POWER OF ATTORNEY"
Date: 3-17-2018

Name of Applicant / Agent: BARRY SCOT CHILDERS

Address: 1225 PEBBLE POINT, SALISBURY, NC, 28146

Phone Number: 704-239-0024

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

STATE OF NORTH CAROLINA COUNTY OF ROWAN

I, Sherrie S. Gile, a Notary Public for said County and State, do hereby certify that DANA CROCKER MALE BY AGENT CROCKER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires MAY 4, 20 22.

SEAL

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board
Courtesy Hearing: 4/23/18 3. Notifications Mailed: 4/6/18 4. Property Posted:
4/6/18 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners
Public Hearing: / / 7. Notifications Mailed: / / 8. Property Posted:
/ / 9. Dates Advertised: 1st / / 2nd / / 10. BOC Action: Approved _____
Denied _____ 11. Date Applicant Notified: / /

DOCM
4-25-18

DANA C. MALE
P. O. Box 382
390 Acres Lane
Salisbury, N. C. 28145
704-633-2919
704-608-1583

POWER OF ATTORNEY

BY THIS DOCUMENT IT IS HEREBY ACKNOWLEDGED, that I, Dana C. Male residing at 4638 Sierra View Drive, Denver, N. C., 28037, the undersigned, do hereby grant a limited and specific Power of Attorney to Archie Bert Crocker of 390 Acres Lane, Salisbury, N. C., 28146, as my attorney-in-fact ("Agent").

If the Agent is unable to serve for any reason, I appoint Glenn E. Ketner, Jr., of 121 E. Kerr Street, Salisbury, N. C., 28144, as my alternate or successor Agent, as the case may be, to serve with the same powers and discretions.

Said Agent shall have the authority and the power to undertake and perform only the following acts on my behalf:

"Any and all legal and/or private transactions required with no limitations to the operation of and/or purchase of the real estate and personal properties and all improvements located at and further described as: Plus or minus 2.0 acres of real estate, along with all improvements, located at Lot #7 Providence Church Rd., Salisbury, N. C., 28146, Rowan County, State of North Carolina, and further known as the HIGH ROCK BOAT & SKI CLUB; Lot #7, Providence Church Road, Tax Map Parcel Identifier No. 614-188; Deed Book 1088, Page 760."

The authority shall also include any incidental acts that are reasonably required to carry out, perform and protect the specific property and authorities herein granted.

This power of attorney shall be effective upon execution and may be revoked by me at any time. This power of attorney shall automatically be revoked upon my death. My Agent or Successor Agent agrees to this appointment subject to its terms. My Agent agrees to act as my fiduciary and in my best interests, as seems advisable to the best of his discretion.

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

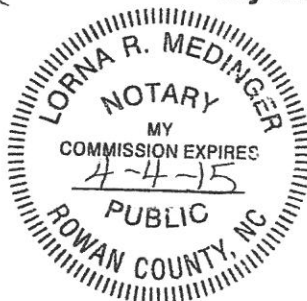
Dana C. Male
Dana C. Male

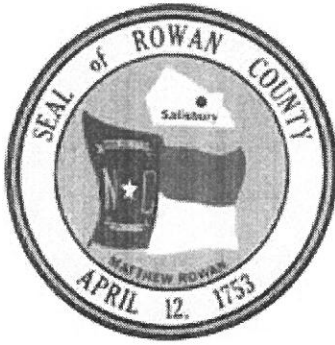
In Salisbury, N. C., on the 1st day of November, 2012, before me, a Notary Public in and for the above State and County, personally appeared, DANA C. MALE, known to me and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that she executed said instrument for the purposes therein contained as her free and voluntary act and deed.

Lorna R. Medinger
NOTARY PUBLIC

My Commission Expires: 4-4-15

(SEAL)





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

Case # Z 03 18
Date Filed 5/1/18
Received By AJW
Amount Paid
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Jiayun Li, Gejin Wang, Hailong Mao

Signature: Qing Li, Ge Jin Wang, Hailong Mao

Phone: 704-885-4758 Email: weng.jian@gmail.com

Address: 11220 Wescott Hill Dr, Huntersville, NC 28078

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

Name: Barry Childers

Signature:

Phone: 704-239-0024 Email: childersmarineconstruction@gmail.com

Address: 1225 Pebble Point Salisbury NC 28146

PROPERTY DETAILS:

Tax Parcel(s): 614 185, 614 186, 614 187 Size (sq.ft. or acres): 1.34AC, 1.54AC, 1.70AC

Property Location: Lot 4/5/6 Providence Church Road, Salisbury, NC 28146

Current Land Use: Residential

Date Acquired: August 20, 2009 Deed Reference: Book 1148 Page 99, 100, 102

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CBI-CD

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

Storage for boats, trailers, dock construction material

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

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

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

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

Signature(s): Jiayun Li, Gejin Wang, Hailong Mao

Date: May 1, 2018

Name of Applicant / Agent: Barry Childers

Address: 1225 Pebble Point Salisbury NC 28146

Phone Number: 704-239-0024

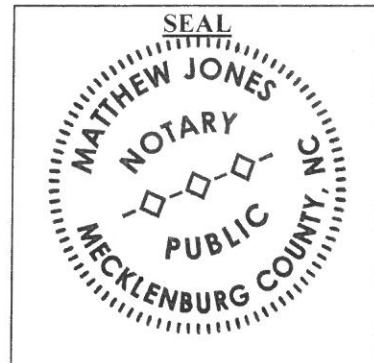
IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Matthew Jones, a Notary Public for said County and State, do hereby certify that Jiayun Li, Gejin Wang, Hailong Mao personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires April 9, 20 22.



OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: [Signature] 2. Planning Board
Courtesy Hearing: 5 / 14 / 18 3. Notifications Mailed: 5 / 4 / 18 4. Property Posted:
5 / 4 / 18 5. Planning Board Action: Approved ☒ Denied ☐ 6. Board of Commissioners
Public Hearing: / / 7. Notifications Mailed: / / 8. Property Posted:
 / / 9. Dates Advertised: 1st / / 2nd / / 10. BOC Action: Approved
 Denied 11. Date Applicant Notified: / /

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: 5/8/2018
SUBJECT: Consider PE 02-18 Request for Dragon Boat Festival

The Rowan County Chamber of Commerce is requesting a Permit to Exceed for the fifth annual Rowan Chamber Dragon Boat Festival on July 28th, 2018 at the Shrine Club, 6480 Long Ferry Rd, on High Rock Lake. The Dragon Boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County.

1. Receive Staff Report
2. Allow public comment regarding application
3. Discuss request
4. Approve/ Deny / Table PE 02-18

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/8/2018	Cover Memo
Application	6/8/2018	Cover Memo
Site Plan 1	6/8/2018	Cover Memo
Site Plan 2	6/8/2018	Cover Memo
GIS Map	6/8/2018	Cover Memo
Letter from Sheriff	6/8/2018	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: June 6, 2018
RE: **PE 02-18**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Receive staff report ☐ Receive public comments
☐ Discuss request ☐ Approve / Deny / Table **PE 02-18**

REQUEST

The Rowan County Chamber of Commerce is requesting a Permit to Exceed for the fifth annual Rowan Chamber Dragon Boat Festival on July 28th, 2018 at the Shrine Club, 6480 Long Ferry Rd, on High Rock Lake. The Dragon boat races are part of a day-long lakeside festival that will raise money for small business programs here in Rowan County. The applicant expects the festival to attract around 1,500 people.

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.

APPLICATION REVIEW

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 May 25th well in advance for consideration on June 18nd.
2. The nature of the requested activity
Finding: This event is a lakeside festival with boat races, games, and food vendors.
3. Previous experience with the applicant.
Finding: This is the fifth annual Dragon Boat festival hosted by the Rowan County Chamber of Commerce. The only issues in years past are an increase in vehicle traffic in the area. In 2015 an additional parking area, with trolley shuttle, was added at the corner of Long Ferry Rd and Hedrick Lambe Drive to alleviate parking issues.
4. The time of the event.
Finding: The event will begin on Saturday July 28th at 9:00am, and end at 4:00pm the same day.
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: The applicant expects to attract an estimated 1,500 people in hopes of raising money for Rowan County Chamber of Commerce small business programs.
8. The effect of the activity on any adjacent residential area.
Finding: see attached map of area properties.
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 June 6th regarding this application (12 days notice before the BOC meeting and eight weeks before the event).

STAFF COMMENTS

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-02-18
Date Filed 5-25-18
Received By B. Best
Amount Paid \$50.00 CKA# 004178
Office Use Only

PERMIT TO EXCEED NOISE ORDINANCE APPLICATION

OWNERSHIP INFORMATION:

Name: Rowan Shrine Club

Signature: Don Lyerly

Phone: 704-213-6775 Email: Don Lyerly donlyerly@aol.com

Address: 6480 Long Ferry Road, Salisbury, NC 28146

APPLICANT / AGENT INFORMATION:

Name: Rowan county Chamber of Commerce

Signature: Elaine Spalding

Phone: 704-633-4221 Email: Elaine Spalding espalding@rowanchamber.com

Address: 204 East Innes St., Salisbury, NC 28144

PROPERTY DETAILS:

Tax Parcel: 612 003 Size (sq.ft. or acres): 4.9 acres

Location of Event: Rowan Shrine Club, 6480 Long Ferry Road., Salisbury, NC 28146

Current Land Use: Membership Organization Zoning District: RA

PURPOSE:

State Purpose of Request:

Fifth Annual Dragon Boat Festival on High Rock Lake


Date(s) of event: Saturday, July 28th, 2018 Begin Time: 9:00 am End Time: 4:00 pm

Anticipated Number of Attendees: Approximately 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.

OFFICIAL USE ONLY

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

Dragon Boat Festival • July 28, 2018

6480 Long Ferry Road • Salisbury, NC



← Sponsor & Team Parking at 40 & 8 lot

Dragon Boat Festival • July 28, 2018

6480 Long Ferry Road • Salisbury, NC

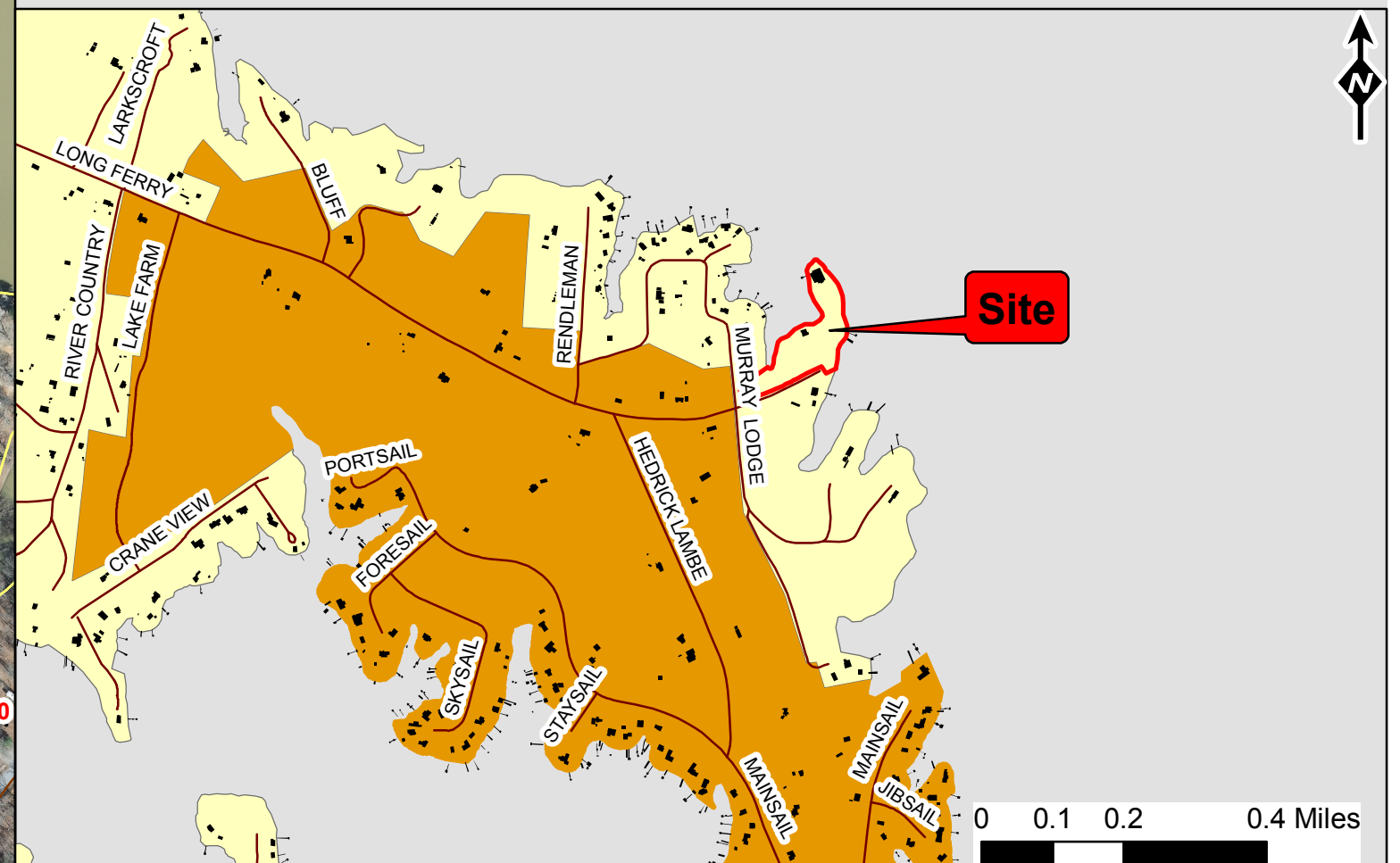


Load Speaker at
Finish Line of
course.



Legend

- | | |
|--|---|
|  Site | ZONING |
|  Off Site Parking |  RA |
|  Roads |  RS |
|  Parcels |  CBI |
|  Structures | |



Poplin, Aaron M

From: Auten, Kevin
Sent: Thursday, June 07, 2018 4:03 PM
To: Poplin, Aaron M
Subject: RE: Dragon Boat Festival

The only issue is increased vehicular traffic in the area. The event takes place near the dead in portion of Longs Ferry Road. The impact is minimal and short lived. It is a good community event.

Sheriff Kevin L. Auten

From: Poplin, Aaron M
Sent: Thursday, June 07, 2018 9:17 AM
To: Auten, Kevin
Subject: Dragon Boat Festival

Kevin,

I am working on the permit to exceed the noise ordinance for the Annual Dragon Boat festival at the Shrine club off of Long Ferry Rd. Have there been any problems with the event in previous years?

Thanks,
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: June 11, 2018
SUBJECT: Financial Report

Please see attached graphs.

ATTACHMENTS:

Description

Graphs

Upload Date

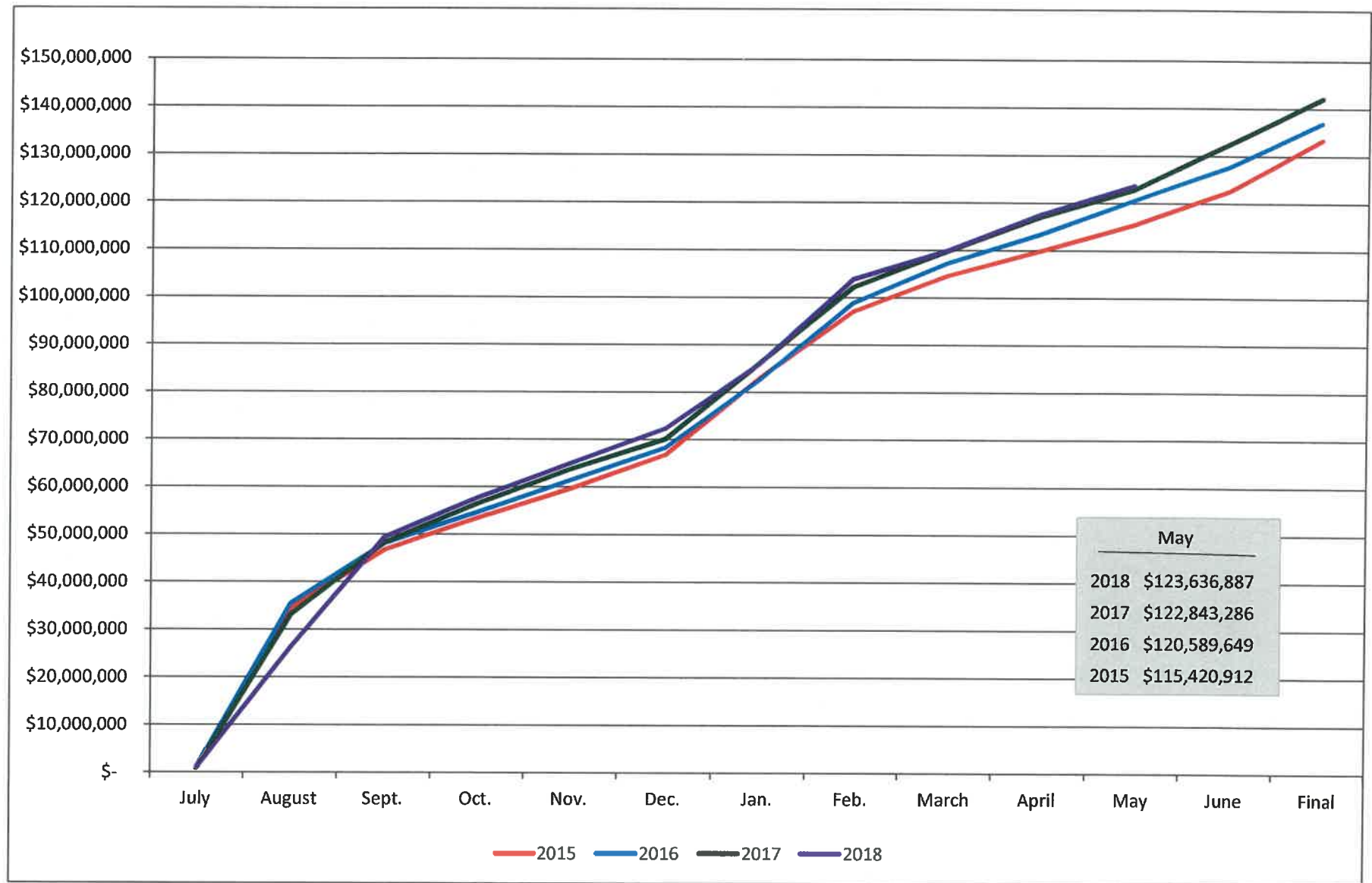
6/11/2018

Type

Backup Material

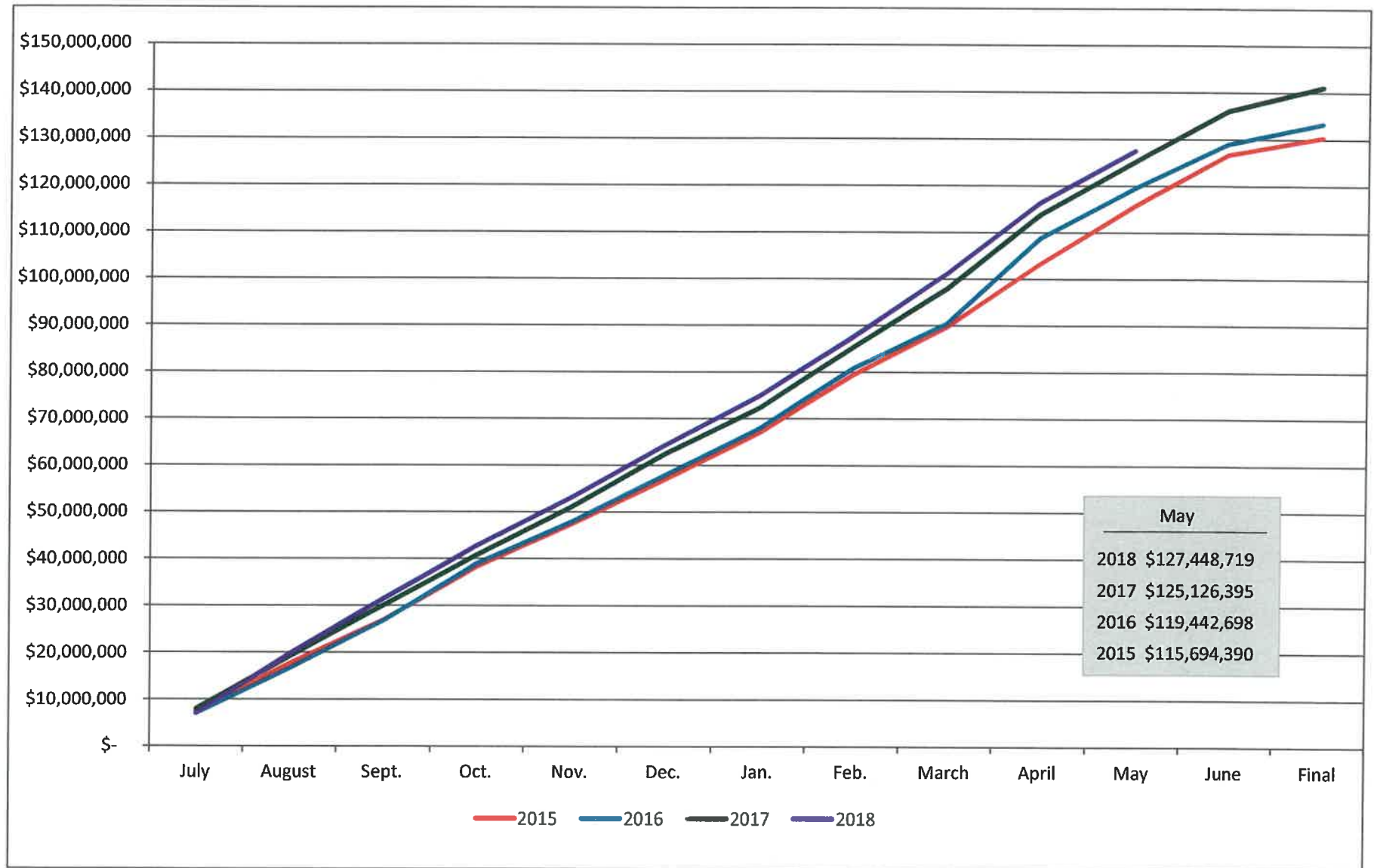
**ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2015 - 2018**

ANNUAL CUMULATIVE REVENUE COMPARISONS



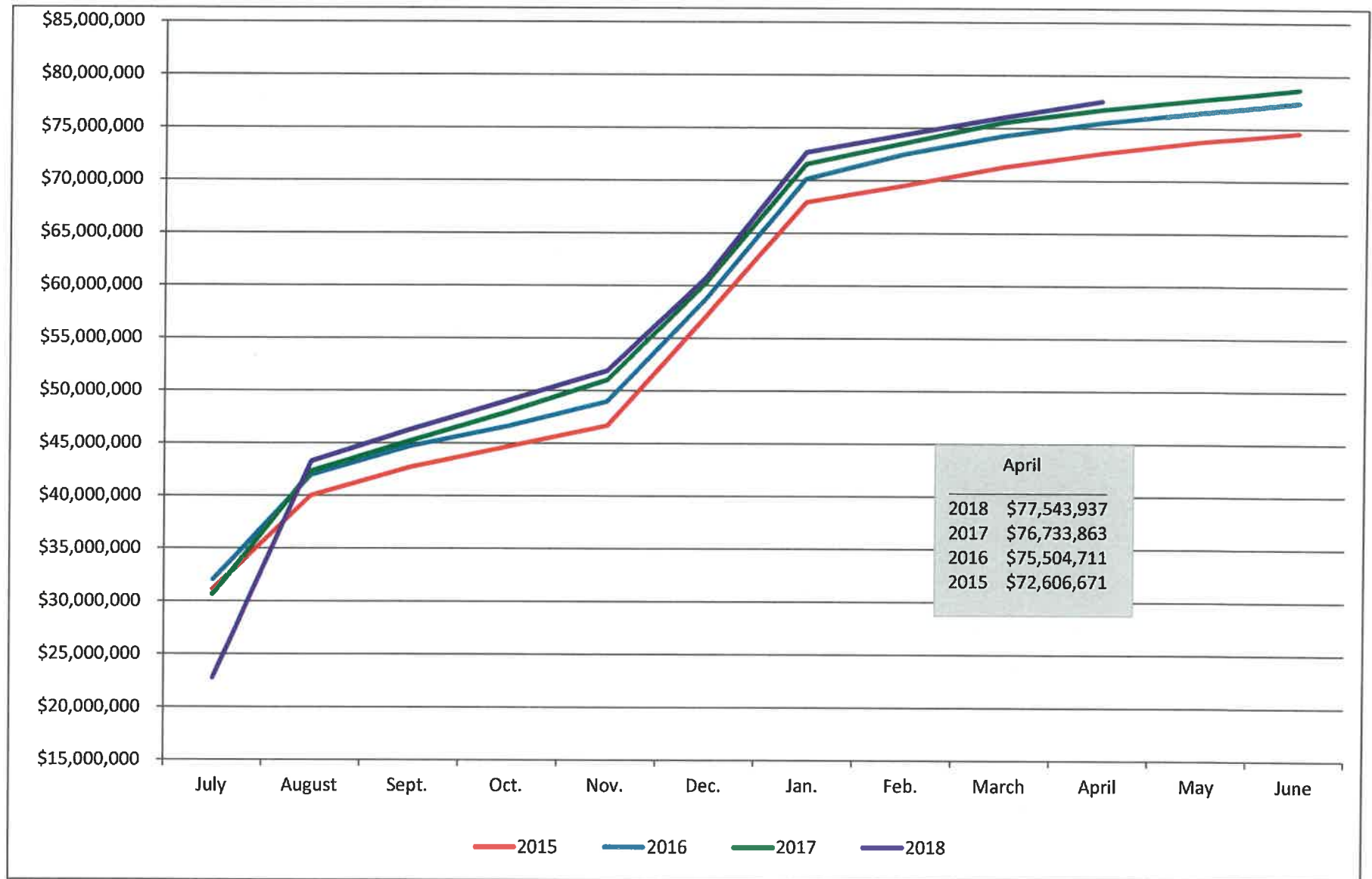
ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2015 - 2018

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS



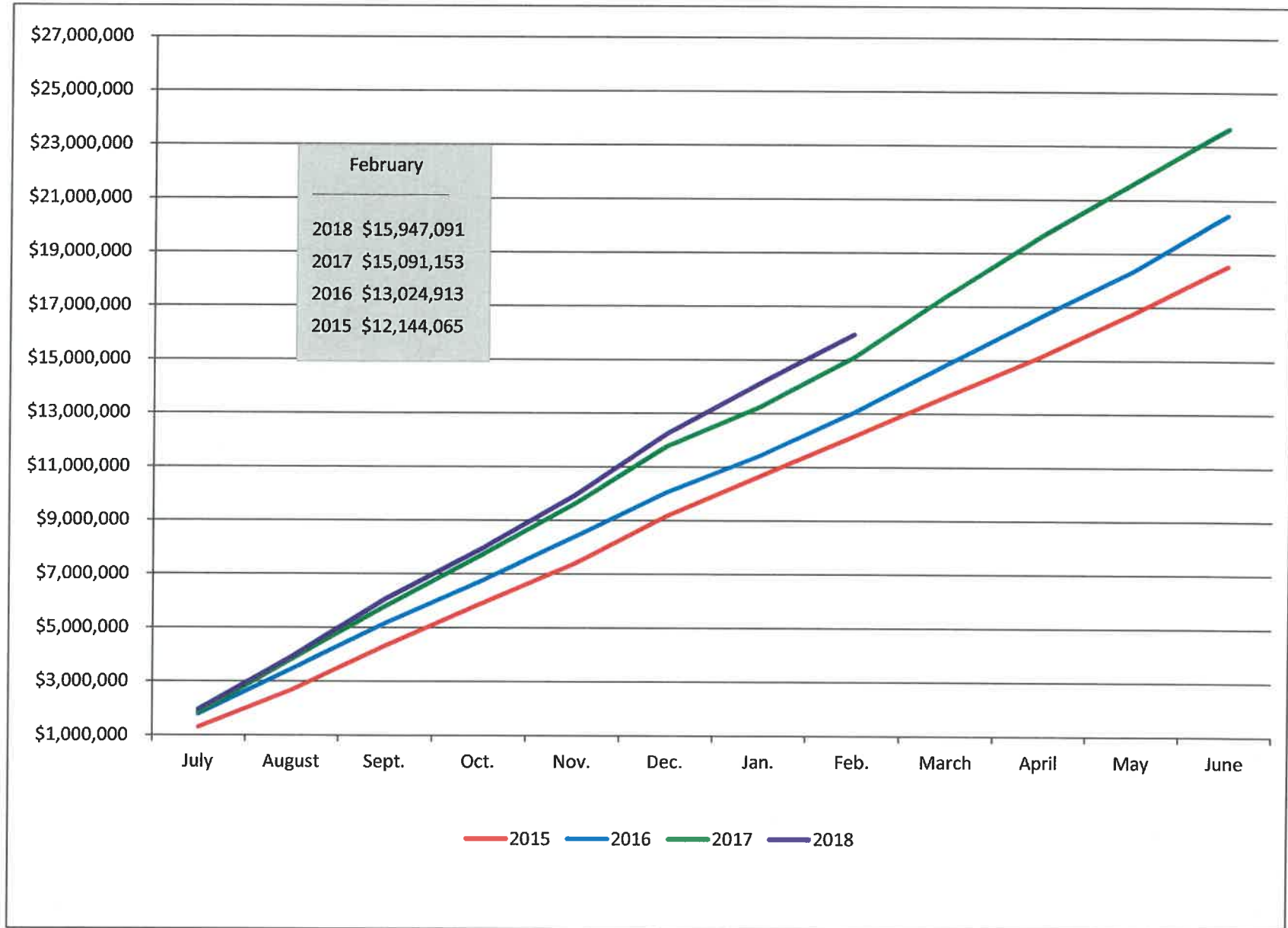
**ROWAN COUNTY
GENERAL FUND**
Fiscal Years 2015 - 2018

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS



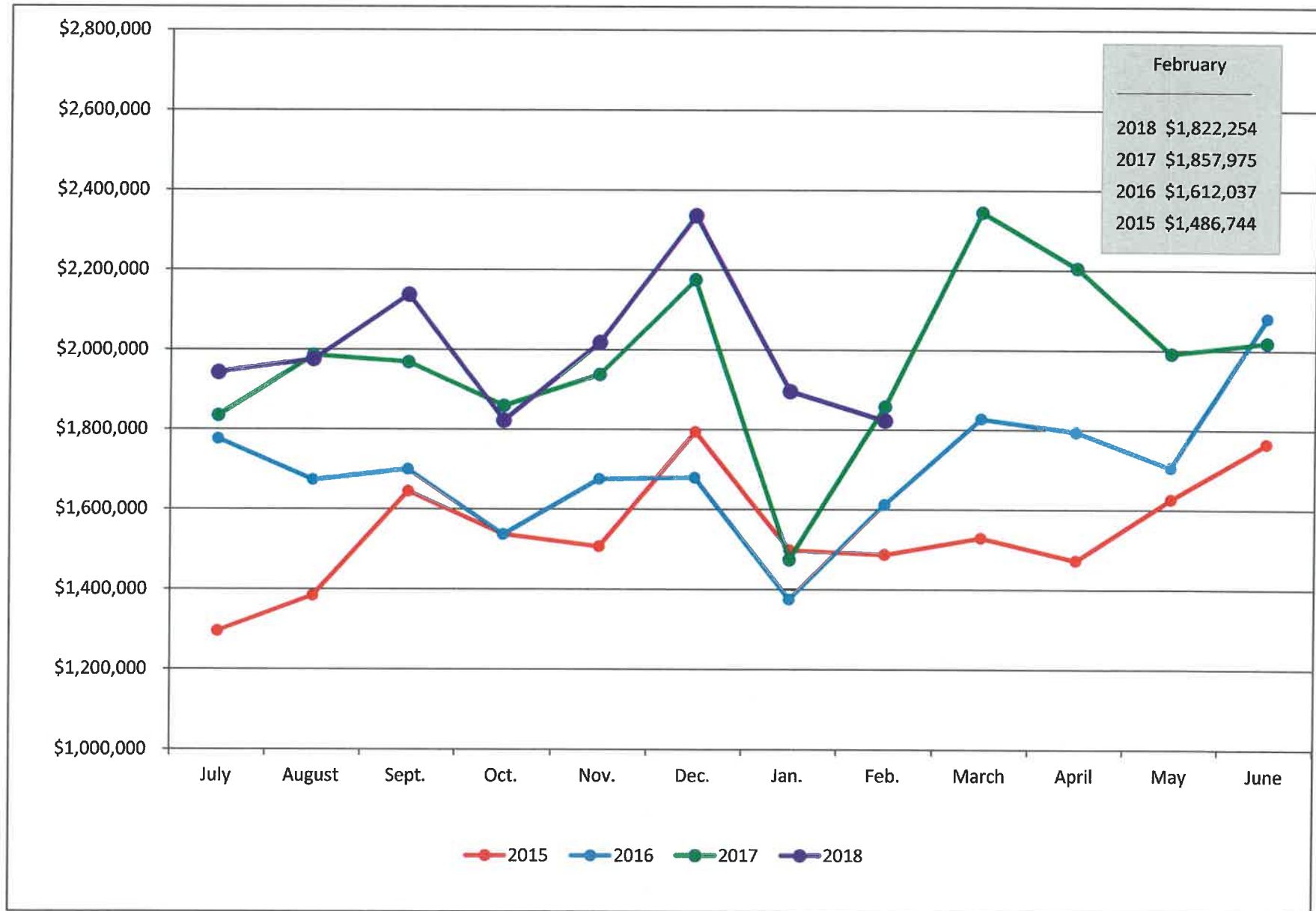
ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2015 - 2018

ANNUAL CUMULATIVE SALES TAX COMPARISONS



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2015 - 2018

MONTHLY SALES TAX COMPARISONS



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: June 11, 2018
SUBJECT: Selection of Voting Delegate for NCACC Conference

The 111th Annual Conference will be held in Catawba County this year on August 23-25, 2018. Each county is entitled to one vote on items that come before the membership during the business session scheduled for Saturday, August 25 from 3:00-4:30 pm.

The Board is asked to designate one voting delegate prior to the Annual Conference.

ATTACHMENTS:

Description	Upload Date	Type
Voting Delegate Designation	6/11/2018	Cover Memo

Barger, Carolyn M

From: Alisa Cobb <alisa.cobb@ncacc.org>
Sent: Thursday, June 07, 2018 3:03 PM
To: County Managers; County Clerks
Cc: Amy Bason
Subject: 2018 NCACC Annual Conference - Voting Delegate Designation
Attachments: Voting delegate form 2018.doc

Good Afternoon County Managers and Clerks to the Board,

The NCACC 111th Annual Conference will be held in Catawba County August 23-25, 2018 and we appreciate all you do to help us make this a successful event. During the business session on Saturday, August 25, scheduled from 3 - 4:30 p.m., each county will be entitled to one vote on items that come before the membership, including election of the NCACC Second Vice President. In order to facilitate this process, we ask that each county designate one voting delegate prior to Annual Conference, using the attached Designation of Voting Delegate form.

Please return the completed form to Alisa Cobb by **12 Noon on Friday, August 17, 2018**; should you have any questions, please contact Alisa Cobb at alisa.cobb@ncacc.org or (919) 715-2685.

Thank you,



Alisa A. Cobb
Executive Assistant
North Carolina Association of County
Commissioners
353 E. Six Forks Road, Suite 300 | Raleigh, NC
27609
Phone (919) 715-2685 | Fax (919) 733-1065
www.ncacc.org
www.welcometoyourcounty.org





Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 111th Annual Conference of the North Carolina Association of County Commissioners to be held in Catawba County, N.C., on August 23-25, 2018.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 17, 2018:**

NCACC
353 E. Six Forks Road, Suite 300
Raleigh, NC 27609
Fax: (919) 733-1065
Email: alisa.cobb@ncacc.org
Phone: (919) 715-2685

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: June 11, 2018
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	6/11/2018	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget projected additional restricted sales tax for Public School capital outlay

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE			ACCOUNT #	INCREASE	DECREASE
Article 40 Sales Tax - Restricted	R		1142335-435504	50,000	
Article 42 Sales Tax - Restricted	R		1142335-435506	50,000	
School Capital Outlay - RSS	E		1157120-594035	90,000	
School Capital Outlay - KCS	E		1157130-594035	10,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY		
Approved: ✓ _____		Approved: _____	Budget Revision # 12-086		
Disapproved: _____		Disapproved: _____	Date Posted: _____		
Amended: _____		Amended: _____	Group Number: _____		
Date: 6/01/18		Date: _____	Posted by: _____		
Signature: R. Heidrich		Signature: _____	Approved by: _____		

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: FUND 201 - FIRE DISTRICTS

EXPLANATION IN DETAIL:

INCREASE BUDGET TO COVER FIRE DISTRICTS' TAX TURNOVER FOR THE REST OF THE FISCAL YEAR

Prepared by: JHOWDEN
Date: 6/7/2018

BUDGET INFORMATION:

1,000

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
AD VALOREM TAX-CURRENT YR	R	2144340 - 411001	49,000	-
AD VALOREM TAX-NCVTS	R	2144340 - 411003	10,000	-
AD VALOREM-WRITE OFF COLL	R	2144340 - 411004	-	-
ABATEMENTS-CURRENT YEAR	CR	2144340 - 411010	-	1,000
TAX DISCOUNTS	CR	2144340 - 411015	-	-
INTEREST REVENUE ON TAXES	R	2144340 - 419010	2,000	-
FDT-ATWELL TOWNSHIP	E	2154340 - 586001	4,000	-
FDT-BOSTIAN HEIGHTS	E	2154340 - 586002	3,000	-
FDT-CLEVELAND	E	2154340 - 586003	35,000	-
FDT-EAST GOLD HILL	E	2154340 - 586004	-	-
FDT-EAST LANDIS	E	2154340 - 586005	1,000	-
FDT-EAST ROWAN	E	2154340 - 586006	-	-
FDT-ELLIS CROSS COUNTRY	E	2154340 - 586007	-	-
FDT-ENOCHVILLE	E	2154340 - 586008	2,000	-
FDT-FRANKLIN	E	2154340 - 586009	-	-
FDT-LIBERTY (WEST)	E	2154340 - 586010	1,000	-
FDT-LOCKE TOWNSHIP	E	2154340 - 586011	7,000	-
FDT-MILLER'S FERRY	E	2154340 - 586012	1,000	-
FDT-MOUNT MITCHELL	E	2154340 - 586013	-	-
FDT-POOLETOWN	E	2154340 - 586014	1,000	-
FDT-RICHFIELD/MISENHEIMER	E	2154340 - 586015	-	-
FDT-ROCKWELL RURAL	E	2154340 - 586016	-	-
FDT-ROWAN-IREDELL	E	2154340 - 586017	-	-
FDT-SCOTCH IRISH	E	2154340 - 586018	2,000	-
FDT-SOUTH ROWAN	E	2154340 - 586019	-	-
FDT-SOUTH SALISBURY	E	2154340 - 586020	-	-
FDT-UNION	E	2154340 - 586021	1,000	-
FDT-WEST ROWAN	E	2154340 - 586022	-	-
FDT-WOODLEAF	E	2154340 - 586023	2,000	-

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>✓</u>	Approved: _____	Period - Journal # <u>12-150</u>
Disapproved: _____	Disapproved: _____	Keyed By: <u>JMH</u>
Amended: _____	Amended: _____	Date Keyed: <u>6/7/2018</u>
Date: <u>6/6/18</u>	Date: _____	Posted By: _____
Signature: <u>E. Heidrick</u>	Signature: _____	Date Posted: _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget for additional professional and property insurance funds and projected expenditures

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

[illegible]

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget new Airport grants and expenditures

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

[illegible]

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget additional ABC bottle tax

To reduce DSS budget for Child Day Care, which the State began paying directly on November 1, 2017

Prepared by: _____

Date: _____

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
ABC 5 Cents Bottle Tax	R	1142314-414010	5,000	
ABC Bottle Tax	E	1155510-591001	5,000	
Child Care Development Funds	R	11453741-431052		2,200,000
Child Day Care Payments	E	1155374-583020		2,200,000
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____ 6/08/18		Date: _____	Posted by: _____	
Signature: _____ R. Heidrich		Signature: _____	Approved by: _____	

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: June 11, 2018
SUBJECT: Approval of Closed Session Minutes

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on June 4, 2018.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: June 11, 2018
SUBJECT: For Attorney-Client Privileged Communication

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute §143-318.11(a)(3) for attorney-client privileged communication for 1) Regarding settlement of a potential claim, and 2) For settlement of a past due claim.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Manager Aaron Church
DATE: June 11, 2018
SUBJECT: Personnel

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute §143-318.11(a)(6) for a personnel matter.

ATTACHMENTS:

Description

Upload Date

Type

No Attachments Available