



ROWAN COUNTY COMMISSION AGENDA
October 15, 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: October 1, 2018 and October 9, 2018

1 Consider Approval of Consent Agenda

- A. West End Event Center Flooring
- B. Tax Refunds for Approval
- C. Set Quasi-judicial Hearing for CUP 07-18 for November 5, 2018
- D. MV Contract Transportation Agreement
- E. Children's Homes of Iredell County - Foster Care
- F. Revised Airport Fee Schedule
- G. Request to Apply for the NC Science Museum Grant
- H. Health Department Debt Write Off 2017-2018
- I. Donation of Surplus EMS Equipment to the City of Salisbury and the Rowan County Rescue Squad

2 Public Comment Period

- 3 Public Hearing for FY 2020 CTP Grant Applications
- 4 Public Hearing for Proposed Text Amendments to Chapter 5 (Animals) of the Rowan County Code of Ordinances
- 5 Public Hearing for FDPO 01-18
- 6 Public Hearing for ZTA 02-18
- 7 Consider Approval of SNIA 03-18
- 8 Consideration of Incentive for EDC 'Project Kodiak'
- 9 Financial Report
- 10 Budget Amendments
- 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: October 8, 2018
SUBJECT: Consider Approval of the Minutes: October 1, 2018 and October 9, 2018

ATTACHMENTS:

Description	Upload Date	Type
October 1, 2018 Minutes	10/8/2018	Cover Memo
October 9, 2018 Minutes	10/9/2018	Cover Memo

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



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

DRAFT

Rowan County Board of Commissioners

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

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

October 1, 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

There were no additions to the agenda.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the September 17, 2018 Commission Meeting passed unanimously.



1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

A. Resolution for Sidearm for Retired Deputy Gary Fernandez

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, Deputy Gary Fernandez has served as a member of the Rowan County Sheriff's Office since June of 2001; and

WHEREAS, Deputy Gary Fernandez retired from the Rowan County Sheriff's Office effective August 31, 2013.

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

B. Schedule Public Hearing for FDPO 01-18 for October 15, 2018

C. Schedule Public Hearing for ZTA 02-18 for October 15, 2018

D. Seven Homes Contract – Foster Care

E. Miracle Houses Contract – Foster Care

F. Rowan-Salisbury Schools Contract – School Nursing Services

G. Request To Apply For The NRA Foundation Grant

H. WEL Aviation LLC Lease Amendment

I. FY '19 Rural Operating Assistance Program (ROAP)

J. Request To Schedule Transportation Grants Public Hearing for October 16, 2018

K. Thanksgiving Office Hours

L. Approval to Purchase Microsoft Software Enterprise Agreement

M. Approval to Purchase a Landfill Motor Grader for Environmental Management

N. Procurement Policy Revisions and Resolution Regarding Electronic Payments

WHEREAS, it is the desire of the Board of Commissioners that Rowan County engage in electronic payments as defined by G.S. 159-28;

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Rowan County Board of Commissioners, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409; and

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Rowan County Board of Commissioners, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03 .0410.

NOW, THEREFORE, BE IT RESOLVED, by the Rowan County Board of Commissioners that this Resolution:

Section 1. Authorizes Rowan County to engage in electronic payments as defined by G.S. 159-28;

- Section 2. Authorizes the Finance Officer to prepare and present a written policy to be approved by the Rowan County Board of Commissioners outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409;
- Section 3. Authorizes the Finance Officer to prepare and present a written policy to be approved by the Rowan County Board of Commissioners outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03 .0410; and
- Section 4. This Resolution shall take effect on the 1st day of July, 2018.

O. Declaration of Official Intent to Reimburse Expenditures

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

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

The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with the purchase of twenty-five (25) vehicles for various County departments (the "Project").

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

As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the Project will not exceed \$1,150,000.

All Original Expenditures to be reimbursed by the County, except to the extent permitted by applicable Treasury Regulations, were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursements must occur not later than 18 months after the latter of (i) the date the Original Expenditure was paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the Original Expenditure was paid.

2. PUBLIC COMMENT PERIOD

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

- Melissa Oleen with Rowan Public Library thanked the Board for its support of the West Library Project. Ms. Oleen provided the Board with invitations to the West Fest event scheduled for October 13, 2018. Ms. Oleen also provided a handout that detailed more information about the West Branch Library.
- Ronnie Smith provided the Board with an update regarding the Vietnam Veterans Memorial.

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

3. PUBLIC HEARING & EXECUTIVE SUMMARY PRESENTATION – PROJECT ARIZONA

Scott Shelton, Vice-President of Operations for the Economic Development Commission (EDC) provided a power point presentation as he discussed the Economic Impact Analysis for Project Arizona. Mr. Shelton said the Company behind Project Arizona (Project) was an advanced manufacturer that had been a valued employer in the County for years, employing dozens of people in the community.

The Company was considering a major corporate restructuring that would result in new opportunities and investment for certain divisions within the Company. The facility in Rowan County, along with multiple facilities in Europe was under consideration for the Project.

Mr. Shelton said if the Rowan County site was selected, the Company would add 77 new jobs by the end of 2022 with an average annual salary in excess of \$59,000, with benefits. The Company would invest approximately \$188 million in improvements through the construction of an additional facility, placement of new equipment and other improvements. The new investment would be spread out over the next five (5) years, with full completion by the end of 2023.

Mr. Shelton discussed the estimated revenue and reported that during the five (5) incentivized years, the County would collect a projected \$4,194,288 in revenue and provide incentive grants totaling \$3,565,144. The County would retain \$629,144 of revenue during the incentive term.

Commissioner Caskey questioned the type of jobs the company would create. Mr. Shelton responded the job opportunities would be a mix, including high technology jobs. Mr. Shelton added the turnover rate for the Company was extremely low.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed incentive for Project Arizona. With no one wishing to address the Board Chairman Edds closed the public hearing.

Ms. Shelton mentioned the Company was looking at the month of December as its timetable for making a decision.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the economic development incentive package for Project Arizona passed unanimously.

4. PUBLIC HEARING & EXECUTIVE SUMMARY PRESENTATION – PROJECT CARE

Scott Shelton, Vice-President of Operations for the Economic Development Commission (EDC) provided a power point presentation as he discussed the Economic Impact Analysis for Project Care (Project). Mr. Shelton said the Company behind the Project was an advanced manufacturer that had been a valued employer in the County for years. The Company currently employed dozens of people in the community.

Mr. Shelton said the Company was considering its Rowan County facility for a major expansion that would add 59 new jobs by the end of 2020. The jobs would pay an average annual salary in excess of \$46,000 with benefits. The Company would invest approximately \$68 million into the chosen location through improvements to the existing facility and major equipment upgrades. The improvements would be completed by the end of 2019.

Mr. Shelton discussed the estimated revenue and reported that during the five incentivized years, the County would collect a projected \$1,980,875 in revenue and provide incentive grants totaling \$1,584,700. The County would retain \$396,175 of revenue during the incentive term.

Mr. Shelton said it was anticipated the Company would make a decision by the fall, possibly before Project Arizona (previous agenda item).

Chairman Edds opened the public hearing to receive citizen input regarding the proposed incentive for Project Care. With no one wishing to address the Board Chairman Edds closed the public hearing.

Commissioner Greene moved, Commissioner Klusman seconded and the vote to approve the incentive grant for Project Care passed unanimously.

5. PUBLIC HEARING & EXECUTIVE SUMMARY PRESENTATION – PROJECT KODIAK

Scott Shelton, Vice-President of Operations for the Economic Development Commission (EDC) provided a power point presentation as he discussed the Economic Impact Analysis for Project Kodiak (Project). Mr. Shelton said the Company behind the Project was an online retailer that offered thousands of products to its customers and served them from warehouses and fulfillment centers located throughout the United States.

The Company was looking to establish a new eCommerce Fulfillment Center facility within the South Atlantic region of the United States. Rowan County was under consideration for the new 700,000 square foot facility, along with sites in South Carolina and Georgia.

The Company would invest approximately \$55 million through the construction of the new facility, placement of new equipment and other improvements as part of the proposed project. The new investment would be spread out over the next five (5) years, with full completion by the end of 2022.

Using the power point, Mr. Shelton said the Company was considering the Trevey Site consisting of approximately 78 acres, located at the intersection of Interstate 85 and Long Ferry Road. The Board of Commissioners recently approved a permit to allow warehousing and distribution-related uses on the site. The Project would create 600 new jobs by the end of 2022

Mr. Shelton discussed the requested assistance through the Investment Grant Program. During the five (5) incentivized years, it was estimated Rowan County would collect \$1,735,750 in revenue and provide incentive grants totaling \$1,388,600. According to the report in the agenda packet, the County would retain \$350,150 of revenue during the incentive term.

Mr. Shelton said the information in the agenda packet said the EDC was requesting a \$100,000 grant from the County to go towards site development-related expenses. Mr. Shelton said after discussing the information with consultants for the Company, it was felt the grant would be better suited to go towards equipment instead of site development. The grant would be structured as a loan that would be forgiven if the Company successfully created the 600 jobs proposed. Mr. Shelton said the Board was asked to table this portion of the incentive until the October 15, 2018 Commission Meeting.

The Trevey Site is not currently served by public sewer, which is required for the potential facility. Salisbury-Rowan Utilities (SRU) studied the site and recommended running an approximate 16" gravity sewer line under I-85 to serve the property. SRU estimated extending the sewer to the Trevey Site would cost \$1.5 million. The extension would also bring public sewer closer to the Carlton Site, which was approximately 1,500 feet east of the Trevey Site. According to Mr. Shelton, a boring permit to go under I-85 had already been obtained from the State and federal authorities.

Mr. Shelton said while the State of North Carolina recommended up to \$1.5 million in Community Development Block Grant (CDBG) funds to help pay for a sewer extension to the site, the County would still need to apply for the grant funds and receive formal approval. There is no need to submit the CDBG application until after a location was selected by the Company and other incentives are approved and announced by the State.

Mr. Shelton continued by saying if the Company chose Rowan County and a CDBG application was necessary the EDC recommended the County apply for the entire \$1.5 million in CDBG grant funds. If the Project's final costs met SRU's estimate of \$1.5 million, Rowan County's local match would be \$375,000 with

\$1,125,000 coming from CDBG funds. The additional grant funds would be available if the Project were to exceed SRU's estimate.

Commissioner Greene inquired about the average income for the jobs. Mr. Shelton said the income was not yet settled; however, it was estimated the average wage would be around \$14.00/hour. Mr. Shelton said most of the jobs would be "pick and pull distribution jobs" but there would be approximately 90 to 95 white collar jobs that would pay more.

Chairman Edds said the County was ready to go on the Project and the northern portion of the County was an area that had been focused on for economic growth. Chairman Edds said the County would provide the 25% match for the water/sewer on the east side of I-85 and create a lot of opportunities for the area.

Chairman Edds asked if the Company had provided a timeframe as to when it would make its decision on a site. Mr. Shelton said the Company's consultants said the next step in the process was to conduct area employer interviews to get an idea regarding the labor market and hiring practices, etc. Mr. Shelton said there was not a definite timetable; however, he expressed hope a decision would be made in the next few months.

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

Commissioner Pierce moved to approve the economic incentive grant for Project Kodiak followed by a second from Commissioner Klusman.

Commissioner Caskey shared that in his six (6) years on the Board, he did not recall so much economic development interest. Commissioner Caskey expressed appreciation to the Commissioners for all it had done to make an impression on the business community. Commissioner Caskey felt Project Kodiak would help the entire region in bringing in more business.

Chairman Edds said he appreciated the work of the EDC and its representation of the EDC across the country.

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

6. SCHEDULE PUBLIC HEARING FOR OCTOBER 15, 2018 TO CONSIDER TEXT AMENDMENTS TO CHAPTER 5, ANIMAL CONTROL ORDINANCE

Commissioner Pierce requested the Board of Commissioners schedule a public hearing for October 15, 2018 to consider text amendments to Chapter 5 of the Animal Control Ordinance, for the restraint of non-vicious animals.

Commissioner Pierce said the changes pertaining to the leash length were omitted in the initial text amendments that were approved earlier in the year.

The proposed changes were highlighted as follows:

- (a) Sufficient restraint shall include, but is not be limited to, restraint by a leash attached to a harness or collar, or similar effective or humane device that is physically capable of restraining an animal, or confinement indoors or within a cage suitable for the animal, fence, or similar secure enclosure or temporarily in a vehicle for travel whether the vehicle is in motion or stopped. Electronic control devices such as correction collars are not considered restraint off of the owners property. Acceptable leash length in constricted public spaces including sidewalks and other public pathways where people and pets are in close proximity to each other shall not exceed six feet in length. In larger public spaces that are open such as fields, leash length up to a maximum of sixteen feet is acceptable. Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper.

Commissioner Pierce moved to schedule a public hearing for October 15, 2018 to consider the text amendments. The motion was seconded by Commissioner Klusman.

Commissioner Caskey asked if there would be more information available at the next meeting. Commissioner Caskey also inquired if there was a specific issue Commissioner Pierce had seen. Commissioner Pierce said the ordinance requires an individual to have control of the leash; however, he pointed out someone with a retractable leash could not have control of an animal if the leash extended to 40'. Commissioner Pierce said he was trying to set parameters for people to know what to expect depending on where they were walking their pet. Commissioner Pierce said when an issue was left up to "interpretation" is when problems developed.

Commissioner Caskey asked if "open area" was left to the interpretation of the Animal Control Officer and Commissioner Pierce said "park" was specified in the language. Commissioner Caskey said he supported holding the public hearing but would think about the text amendments.

Chairman Edds shared Commissioner Caskey's concerns. Chairman Edds said he liked having the leash ordinance and making people responsible for their animals; however, he did not want the ordinance to become too regulatory.

Commissioner Greene asked whether the County would become liable for any dog bites that occurred while the dog was on a leash in accordance with the length requirements. County Attorney Jay Dees responded the County was looking at reasonable limits at this time and that the County "walked down that path when you adopted a leash law." Mr. Dees said the Board was being asked

to set reasonable standards for a leash and the Board may determine it should not set those standards. Mr. Dees did not feel setting 6' in constricted spaces or 16' in open park spaces increased the County's liability.

Chairman Edds pointed out the owner was fully liable and Mr. Dees added those issues were fairly complicated regarding owner liability. Mr. Dees said determining if the Board wanted to set the leash length did not increase the County's exposure.

Chairman Edds said he was agreeable to hold the hearing and maybe information brought forth would change his mind. Chairman Edds said the Board had been responsive to every issue brought forth regarding animal advocacy and he thanked Commissioner Pierce for his leadership.

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

7. CONSIDER APPROVAL OF BUDGET AMENDMENTS

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

- Rowan Transit - To adjust FY 2019 ROAP revenues and expenditures to reflect revised State allocations - \$569
- Sheriff – Recognize donations made to “Challenge of the Badges” and budget to the correction expense account - \$2,112
- Finance – Recognize reserved funds from FY 2018 for Parks and Recreation. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year - \$ 33,755
- Finance – Budget for pre-audit of P-card transactions - \$177,900

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 **CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS**

William Beilfuss applied for reappointment as a Community Stakeholder. The term was for 3 years beginning October 1, 2018 and ending September 30, 2021.

Wilson Cherry applied to fill the County Commissioner Designee vacancy. The term was for 3 years beginning October 1, 2018 and ending September 30, 2021.

Commissioner Klusman nominated William Beilfuss and Wilson Cherry. The nomination was seconded by Commissioner Greene and passed unanimously.

CLEVELAND COMMUNITY VOLUNTEER FIRE DEPARTMENT

Patrick Phifer applied for reappointment as a Fire Commissioner. The term was for 2 years beginning October 1, 2018 and ending September 30, 2020.

Commissioner Greene moved the reappointment of Patrick Phifer. The motion was seconded by Commissioner Klusman and passed unanimously.

PLANNING BOARD

Gregory Hannold applied to fill an At-Large Vacancy. The term was for 3 years beginning October 1, 2018 and ending September 30, 2021.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to appoint Gregory Hannold passed unanimously.

9. CLOSED SESSION

Chairman Edds moved at 3:51 p.m. for the Board to enter Closed Session pursuant to North Carolina General Statute:

- § 143-318.11(a)(1) to consider approval of the minutes of the Closed Sessions held on August 20, 2018; and
- § 143-318.11(a)(5) to consider a real property purchase; and
- § 143-318.11(a)(3) for attorney-client privileged communication regarding the ACLU case.

The motion was seconded by Commissioner Greene and passed unanimously.

The Board returned to Open Session at 4:49 p.m. No action was taken.

10. ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 4:49 p.m. The motion was seconded by Commissioner Pierce and passed unanimously.

Respectfully Submitted,

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

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 SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

October 9, 2018 – 10:00 AM

J. NEWTON COHEN, SR. ROOM

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

Present: Greg Edds, Chairman
Mike Caskey, Member
Judy Klusman, Member
Craig Pierce, Member

Absent: Jim Greene, Vice-Chairman

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

Chairman Edds convened the meeting at 10:00 a.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER APPROVAL OF THE AGENDA

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

1. CONSIDER WAIVING SOLID WASTE TIPPING FEE FOR TRASH PICKUP ON HIGH ROCK LAKE

Chairman Edds reported there would be a High Rock Lake cleanup event this coming Saturday (October 13, 2018). Chairman Edds said Davidson County had waived its dump fees and Rowan County was being asked to do the same.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to waive the solid waste tipping fee for trash pickup on High Rock Lake as requested passed unanimously (4-0).



2. ADJOURNMENT

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 10:05 a.m. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Respectfully Submitted,

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Don Bringle, Director of Facilities Management, Parks and Rec.
DATE: 9/28/2018
SUBJECT: West End Event Center Flooring

To: Board of Commissioners
From: Don Bringle, Director of Facilities Management, Parks and Rec.
Date: September 28, 2018
Subject: Partial Replacement of Tile/Carpet at West End Plaza Event Center

Renters are frequently complaining about the appearance and condition of the flooring at the West End Plaza Event Center. There have been two occasions where potential renters walked away after observing the flooring.

Proposal is to replace all flooring that is highlighted in yellow to include 3 entry/exit areas. Carpet and VCT tile will be replaced with LVT tile with transitions to existing carpet and tile. This tile is water resistant and does not require waxing or buffing.

Phase 2 at a later time would be to replace the remaining area with carpet.

Attached are 3 quotes with the low bid of \$65,750 if approved. There will be a \$25 charge for each outlet that is eliminated.

ATTACHMENTS:

Description	Upload Date	Type
Quotes and Floor Map	9/28/2018	Cover Memo

Tri County
628 N. Main St.
Salisbury, NC 28144 US
704.637.0017
stevelomax@TCFloorings.com
www.TCFloorings.com



ESTIMATE

ADDRESS

Rowan County
2727 Old Concord Rd.
Salisbury, NC 28146

ESTIMATE # 1073

DATE 08/24/2018

DATE	ACTIVITY	AMOUNT
08/24/2018	Services Install M-Core 1 LVT in designated areas, Tuff Turf in entry ways, rubber transitions between existing carpet and new LVT and 4 1/2" rubber base (Colors TBD). Remove and dispose materials removed. ***Per diagram provided.***	67,950.00
08/24/2018	Services Fill and Level Rec Box in Floor \$25 Per Unit	0.00
08/24/2018	E-589CI Capital Improvement Please sign, scan and return the affidavit attached to this invoice to avoid paying tax on labor.	0.00
08/24/2018	Credit Memo 3% Container Discount If ordered before November 1st.	-3,200.00

West End Plaza
Old JC Penney Building

TOTAL

\$64,750.00

Accepted By

Accepted Date

PUTNAM'S CARPET SALES, INC

418 CHINA GROVE HWY

ROCKWELL, NC 28138

704-279-3526

Putnamscarpet1@gmail.com

QUOTE

September 7, 2018

To: Rowan County

Att: Don Bringle

Job: Old JC Penny Building

Price below is for M-Core 1 LVT in diagramed area, Tuff Turf in entry, 4 ½" cove base and transitions between existing carpet and new LVT, taking up and disposal of existing flooring, all labor and tax on materials.

This price is based on return of Capital Improvement form which is attached also.

There will be an extra charge if we need to level any areas where receptacles are at \$25.00 each.

\$ 66100.00

Please let me know if you have any questions.

Have a blessed day!

Lisa Beaver

Putnam's Carpet Sales, Inc.

Buying Carpets
Call Us

GSC

GROVE SUPPLY COMPANY

P.O. BOX 519 • 1600 NORTH MAIN STREET • CHINA GROVE, NORTH CAROLINA 28023
PHONE (704) 857-2415 • FAX (704) 857-2418

CARPET ESTIMATE

№ 18221

RESIDENTIAL & COMMERCIAL
COMPLETE INSTALLATION
ESTIMATES WITHOUT OBLIGATION
IN YOUR HOME OR OFFICE

-NATIONALLY ADVERTISED BRANDS-
Check Our Prices, You'll be Surprised

8/23/18

SOLD TO		INSTALL AT	
Don Bringle / Rowan County			
STREET		STREET	
old J Chenny Salisbury NC 4			
CITY		CITY	PHONE
SALESMAN		TERMS	
704-216-7818/cell 704-326-6070			

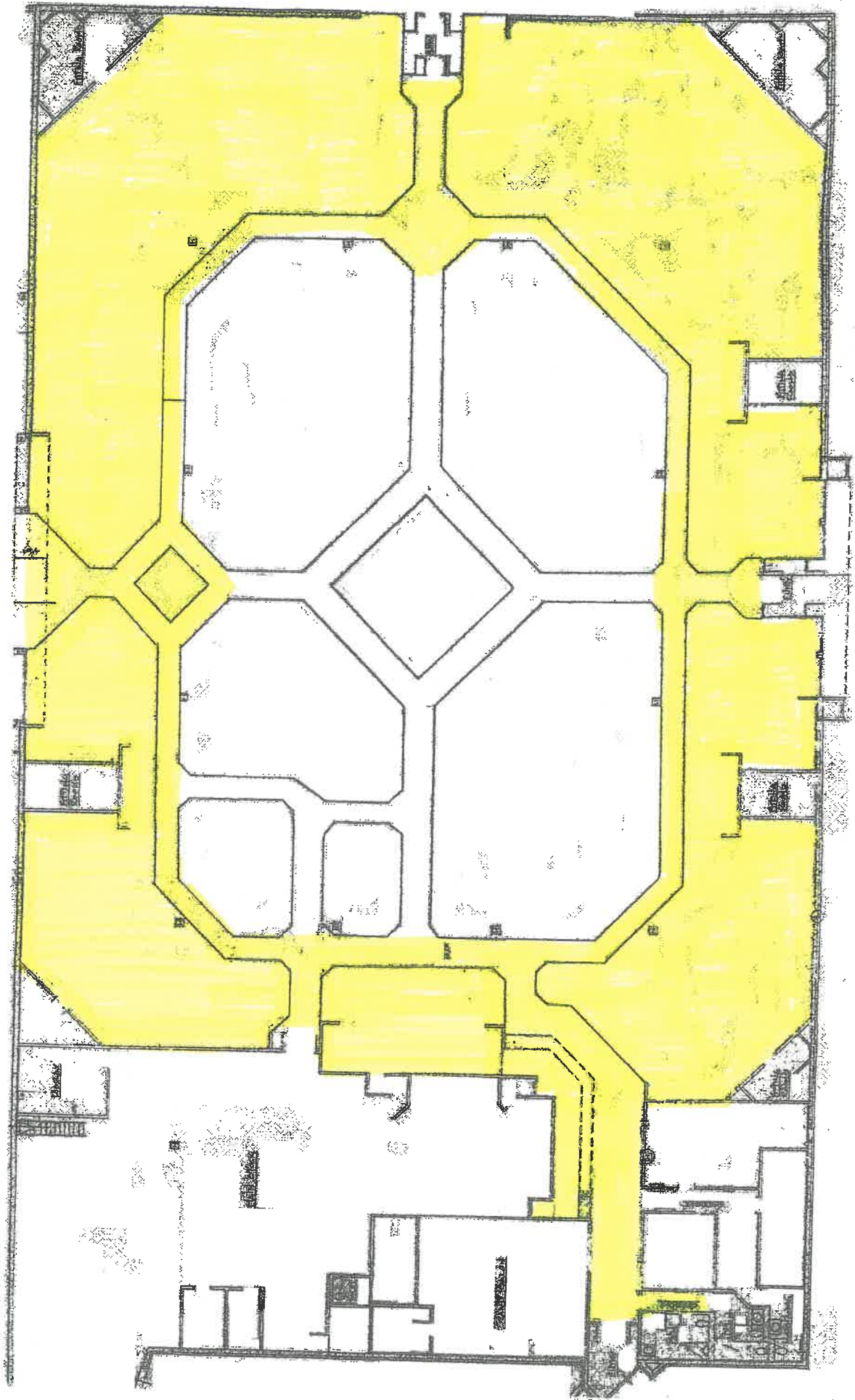
SIZE	DESCRIPTION	YARDS	PRICE	AMOUNT
X	JJ Haines MOORE I			
X	LVT - Foam backing	161.414 FL	2.40 FL	39,393.60
X	Rubber Transitions LVP/VCT/Carpet			800.00
X	Take up existing Glue down Carpet	161.414 FL	.30 FL	4924.20
X	Detrit m floor Allowance	20	20.00	400.00
X	Installation of LVP	16,414	1.70 FL	27,903.80
X	Car base 4 1/2 Dhasmate/labor	840 FL	2.00 FL	1680.00
X	Freight Chocolate PST-8097			100.00
X	Entry Areas Fishmen Rubber Sports	300 FL	3.90 FL	1170.00
X	Entry Prep/Main Area Prep			300.00
X				
X				76671.60
X				-5367.01
X				82,038.61
X				
X				

CTIONS: measure Tuesday at 10:00 8/28/18

82,038.61

Don Bringle @ Rowan County, NC.gov

- 1) 3-entry areas tuff turf
- 2) 4½ rubber base
- 3) M-Core 1 LVT with backing



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: 10/03/2018
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
August 2018 VTS Refunds	10/3/2018	Cover Memo
September 2018 Tax Refunds	10/3/2018	Cover Memo



10-19-18

AUGUST 2018 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	TRANS #	REFUND REASON	REFUND
ATHEY, JENNIFER DANIELLE	133 WESTFORK DR	NA	SALISBURY	NC	28146	91228252	Vehicle Totalled	21.37
ATWOOD, EMMETT KIRBY JR	1235 WETMORE RD	NA	WOODLEAF	NC	27054	93057504	Vehicle Sold	50.57
BAKER, RALPH LAMONT	216 S DEERFIELD CIR	NA	SALISBURY	NC	28147	183253544	Situs error	381.03
BALLARD, PERRY JOE	3090 MILLER RD	NA	SALISBURY	NC	28147	92400108	Vehicle Sold	2.78
BARBER, KARL EHRGOTT JR	1925 OLD US HIGHWAY 70	NA	CLEVELAND	NC	27013	92043720	Vehicle Sold	2.65
BARTLETT, SARA JO	3755 WOODLEAF RD	NA	SALISBURY	NC	28147	92043724	Vehicle Sold	243.40
BRADY, JOSHUA WAYNE	604 WHITE OAK LN	NA	ROCKWELL	NC	28138	91975650	Vehicle Sold	133.10
BROWN, SHANE LEE	165 KIMBALL LOOP	NA	CHINA GROVE	NC	28023	93057508	Vehicle Sold	5.31
BUMGARNER, SARA NEMECHEK	560 PARKS FIELD DRIVE	NA	KANNAPOLIS	NC	28081	92400096	Vehicle Sold	4.78
BUMGARNER, SARA NEMECHEK	560 PARKS FIELD DRIVE	NA	KANNAPOLIS	NC	28081	92400086	Vehicle Sold	59.15
CEDENO, JOSE FRANCISCO	506 ROWAN MILLS RD	NA	SALISBURY	NC	28147	139426992	Vehicle Sold	90.96
CHAMBERLAIN, JULIE RHYNE	106 W COLONIAL DR	NA	SALISBURY	NC	28144	138881457	Vehicle Sold	50.31
CHEEK, TYLER CAMERON	2399 TULLYMORE DR	NA	LANDIS	NC	28088	183065056	Situs error	25.26
CLARKE, DAVID MICHAEL	125 KNOLL VIEW DR	NA	SALISBURY	NC	28147	91752120	Vehicle Sold	20.98
COGGIN, STEVEN JOSEPH	510 IDLEWOOD DR	NA	SALISBURY	NC	28144	138600156	Vehicle Sold	2.90
COGGIN, STEVEN JOSEPH	510 IDLEWOOD DR	NA	SALISBURY	NC	28144	138600150	Vehicle Sold	19.74
COLLINS, KIMBERLY LEFLER	PO BOX 516	NA	FAITH	NC	28041	91228246	Vehicle Sold	87.14
CORWIN, JOHN CHARLES	162 PHEASANT LN	NA	ROCKWELL	NC	28138	92172954	Tag Surrender	121.68
CORWIN, JOHN CHARLES	162 PHEASANT LN	NA	ROCKWELL	NC	28138	92172946	Tag Surrender	45.32
CRABTREE, ROBBIE ANN LLOYD	920 SHORE ACRES RD	NA	SALISBURY	NC	28146	91752722	Tag Surrender	303.70
CRAWFORD, CHARLES RORY	290 WORTHINGTON DR	NA	MOUNT ULLA	NC	28125	92400106	Vehicle Sold	31.28
CUTSHAW, WILLIAM LEE	128 REIDS PECAN DR	NA	ROCKWELL	NC	28138	91228816	Vehicle Sold	14.32
D AMELIO, CHRISTINA NICOLE	1610 W A ST	NA	KANNAPOLIS	NC	28081	137628207	Vehicle Totalled	38.15
DAY, JUANITA CYRUS	270 LINDA ST	NA	SALISBURY	NC	28146	91752090	Vehicle Totalled	58.37
DEEL, MARKUS HENRY	105 LAKEWOOD DR	NA	KANNAPOLIS	NC	28081	137963652	Vehicle Sold	184.79
DESROSIERS, CRYSTAL GAIL	120 VINEYARD DR	NA	SALISBURY	NC	28146	92865778	Vehicle Sold	6.26
DRISCOLL, THOMAS PATRICK	3925 PALLAZ WAY	APT 3H	HIGH POINT	NC	27265	137441133	Tag Surrender	49.85
EARNHARDT, JAMES DAVID	360 HOLLY AVE	NA	SALISBURY	NC	28147	137628162	Vehicle Sold	63.57
ERVIN, DONNA RIDENHOUR	2311 W C ST	NA	KANNAPOLIS	NC	28081	91976138	Tag Surrender	7.42
FLEMING, CLANCY BROOKE	1212 BIRD DOG TRL	NA	ROCKWELL	NC	28138	91752988	Vehicle Sold	44.02
GILL, KAREN STRICKLAND	720 CRICKET LN	NA	MOUNT ULLA	NC	28125	91511938	Reg . Out of state	258.85
GILL, KAREN STRICKLAND	720 CRICKET LN	NA	MOUNT ULLA	NC	28125	91511958	Reg . Out of state	7.33
GILL, MICHAEL WILLIAM	720 CRICKET LN	NA	MOUNT ULLA	NC	28125	91511962	Reg . Out of state	206.14

Jonny Parnell
Tax Collections Manager

88 Batch 7700

GOBBLE, GINA WILSON	4680 LEONARD RD	NA	SALISBURY	NC	28146	91532632	Vehicle Sold	8.79
GOLDING, RANDY AVON	117 LYNNETTE DR	NA	MOUNT ULLA	NC	28125	92865520	Tag Surrender	34.66
GONZALEZ, CARLOS JUAN MOLINA	403 CRESTWOOD LN	NA	SPENCER	NC	28159	92235518	Vehicle Sold	17.30
GOSSETT, PHILIP ALAN	245 WHITE CRANE RD	NA	SALISBURY	NC	28146	92697184	Vehicle Sold	257.63
GRAHAM, GARY EDWARD	115 N MILFORD DR	NA	SALISBURY	NC	28144	137629476	Vehicle Sold	119.01
GRKMAN, JAMES VINCENT	1041 VETERANS ROW	NA	ELGIN	SC	29045	92527592	Reg . Out of state	5.14
GRKMAN, JAMES VINCENT	1041 VETERANS ROW	NA	ELGIN	SC	29045	92527568	Reg . Out of state	5.67
GRKMAN, JAMES VINCENT	1041 VETERANS ROW	NA	ELGIN	SC	29045	92527588	Reg . Out of state	11.91
GRKMAN, JAMES VINCENT	1041 VETERANS ROW	NA	ELGIN	SC	29045	92527576	Reg . Out of state	29.84
GRKMAN, JAMES VINCENT	1041 VETERANS ROW	NA	ELGIN	SC	29045	92527594	Reg . Out of state	81.93
HENDRIX, BARRY FRANKLIN	2505 E INNES ST	NA	SALISBURY	NC	28146	139586271	Vehicle Sold	189.35
HOKER, CHRISTOPHER JOSEPH	981 PLATINUM DR	NA	FORT MILL	SC	29708	91228254	Reg . Out of state	36.66
HUNEYCUTT, BRANDY ALEXANDER	685 BARRINGER RD	NA	SALISBURY	NC	28147	92527854	Vehicle Sold	16.28
HUNEYCUTT, DANIEL SHANE	685 BARRINGER RD	NA	SALISBURY	NC	28147	92527850	Vehicle Sold	4.01
JONES, DANIELLE SOROKA	240 DEER LAKE RUN	NA	SALISBURY	NC	28146	91228258	Vehicle Sold	45.16
JONES, ERIC THOMAS	4570 BRINGLE FERRY RD	NA	SALISBURY	NC	28146	92330346	Vehicle Sold	100.45
KEARLY, KIMBERLY JOYCE	411 S SPENCER AVE	NA	SPENCER	NC	28159	92172916	Vehicle Sold	21.12
KLUTTZ, PATRICIA CAMPBELL	402 RED ACRES RD	NA	SALISBURY	NC	28147	137826690	Tag Surrender	10.56
KLUTTZ, PATRICIA CAMPBELL	402 RED ACRES RD	NA	SALISBURY	NC	28147	137826702	Tag Surrender	51.57
LATTIMORE, MARY JOHNSON	1416 W HORAH ST	NA	SALISBURY	NC	28144	136842372	Vehicle Totalled	71.93
LEFLER, DULCEY DENEICE	603 ROWAN MILLS RD	NA	SALISBURY	NC	28147	136842513	Vehicle Sold	215.15
LINEBERRY, ALLISON STONE	709 CANDLEWICK DR	NA	SALISBURY	NC	28147	93057524	Vehicle Sold	78.96
LIPPARD, MICHAEL CLYDE	2665 NEEDMORE RD	NA	WOODLEAF	NC	27054	92951016	Vehicle Sold	33.82
MAYES, JEANNETTE LONG	202 W 15TH ST	NA	SALISBURY	NC	28144	137628273	Tag Surrender	5.43
MERKT, FAYE STARNES	1185 BROWN RD	NA	CHINA GROVE	NC	28023	92527872	Vehicle Sold	5.44
MILEM, CHRISTY REID	1145 LENTZ RD	NA	CHINA GROVE	NC	28023	91228492	Tag Surrender	87.99
MILLER, TIMOTHY THOMAS	1080 MOUNT HOPE CHURCH RD	NA	SALISBURY	NC	28146	91884904	Tag Surrender	29.20
MITCHELL, ROBERT DALE	1002 LOGANBERRY LN	NA	SALISBURY	NC	28146	92173190	Vehicle Sold	66.95
MOFFITT, CHRISTOPHER TODD	6750 GOLDFISH RD	NA	KANNAPOLIS	NC	28083	92697162	Vehicle Totalled	91.51
MOORE, MILDRED LEE	1000 MOOSE RD	NA	KANNAPOLIS	NC	28083	92865774	Vehicle Sold	36.90
MULLIS, LINDA LUCAS	415 SAINT JOHNS DR	NA	SALISBURY	NC	28144	92399870	Vehicle Sold	83.32
NASH, CLINTON JOEL	1485 GIN RD	NA	GOLD HILL	NC	28071	91752100	Vehicle Sold	31.00
NELSON, WAYNE CLIFFORD	3322 WINGED FOOT DR	NA	SALISBURY	NC	28144	138065310	Military	435.55
NUNEZ, GEORGE ANTHONY	600 MORRISON AVE	NA	SALISBURY	NC	28146	138791787	Vehicle Sold	23.30
P & G SECURITY GUARD INC	133 E COUNCIL ST	NA	SALISBURY	NC	28144	139586259	Vehicle Sold	150.04
PAYTON, SANDRA KAY	58 BLOSSOM WOOD COURT	NA	STAFFORD	VA	22554	136842366	Reg . Out of state	22.36

PENDZINSKI, MELISSA DAWN	121 DEER CHASE LN	NA	ROCKWELL	NC	28138	91884820	Vehicle Sold	11.67
PEREIRA, DIANA ELSIE GUADALUPE	405 SKYLINE DR	NA	SALISBURY	NC	28146	138791814	Vehicle Sold	100.34
QUERY, MARVIN RAY	663 WILLIAM HILTON PKWY	APT# 3321	HILTON HEAD	SC	29928	139427121	Tag Surrender	112.15
REAVIS, WILLIAM LLOYD	160 WESTWAY LN	NA	SALISBURY	NC	28147	91228824	Vehicle Sold	178.97
ROSS, GERALD KEITH	105 CANTEBERRY DR	NA	SALISBURY	NC	28144	139298679	Vehicle Sold	154.26
RUMMAGE, WANDA RENITA	130 TIMBER CREEK LN	NA	SALISBURY	NC	28146	137963484	Vehicle Sold	14.83
RUMMAGE, WANDA RENITA	130 TIMBER CREEK LN	NA	SALISBURY	NC	28146	92173184	Vehicle Sold	33.24
SCARDINO, WALTER ACE	1350 BRIARWOOD TER	NA	SALISBURY	NC	28147	138600417	Vehicle Sold	57.79
SCATES, JUANITA	4516 SUMMER HAVEN BLVD. S	NA	JACKSONVILLE	FL	32258	91826378	Reg . Out of state	47.61
SENAGA, YOKO	430 E CENTER ST APT 3	NA	LOGAN	UT	84321	137964453	Vehicle Sold	53.62
SENAGA, YOKO	430 E CENTER ST #3	NA	LOGAN	UT	84321	137964462	Reg . Out of state	201.33
SHEEDY, RYAN PATRICK	819 SPENCER LANE	NA	KANNAPOLIS	NC	28081	137628114	Vehicle Sold	127.57
SIDES, JERRY LEE	314 RIVER BIRCH DR	NA	SALISBURY	NC	28146	137964087	Over Assessment	18.91
STOUT, KRISTINA LEANN	201 PEARL ST	APT B	SALISBURY	NC	28146	137298966	Tag Surrender	35.58
SWAIM, DEVEREAUX HOWELL	121 JACOBS LANDING WAY	NA	DANVILLE	PA	17821	139046577	Reg . Out of state	332.38
WAGONER, SANDRA KAY	108 PRESTWICK CT	NA	SALISBURY	NC	28146	138600414	Vehicle Sold	28.81
WATTERS, RODNEY STEPHEN	510 MINING AVE	NA	SALISBURY	NC	28147	137267850	Vehicle Sold	445.99
WEBB, SHANTA MONTYA	1127 BUTLER ST	NA	SALISBURY	NC	28144	139045905	Over Assessment	61.75
WHITLEY, ERNEST ROY	613 W 22ND ST	NA	KANNAPOLIS	NC	28081	137628531	Vehicle Sold	28.31
							TOTAL:	\$ 7,203.48

Sonya Parnell
Tax Collections Manager

ENTERED
10-3-18

10/19/18

SEPTEMBER 2018 TAX REFUNDS

W8NAM1	W8NAM2	W8ADR1	W8ADR2	W8CITY	W8STA	W8ZIPA	W8ASSD	W8TRNN	W8AMRF	W8OWID
AGUILAR MARIO E	ARI'S PIZZA	107 N MAIN ST		CHINA GROVE	NC	28023	SECT SCH E10 CLASS EQ ASMF 00	848178	1.37	6338810
ALBRIGHT ROBIN C & WF	ALBRIGHT DEBRA D	1055 DUNNS MOUNTAIN CHURCH RD		SALISBURY	NC	28146-3200	1055 DUNNS MOUNTAIN CHURCH RD	847689	5.25	4155
ALLMAN TIMOTHY DALE & WF	ALLMAN ELAINE HARTSELL	338 ROWAN RD		CLEVELAND	NC	27013-8741	ROWAN RD	847693	2.38	6010425
AMROCK INC - NORTH CAROLINA		662 WOODWARD AVENUE		DETROIT	MI	48226	507 E 10TH ST	848873	809.21	6206682
ANDERSON DAVID A & WF	ANDERSON OLIVIA F	109 YORK AVE		KANNAPOLIS	NC	28083-4419	LAUREN LN	854024	23.37	6297336
ANTIOCH BAPTIST TRUSTEES		PO BOX 870		GRANITE QUARRY	NC	28072-0870	610 S SALISBURY AV	853159	13.04	26429
ARCHIE WALTER L & WF	ARCHIE CAROL J	1930 CHINA GROVE RD		CHINA GROVE	NC	28023-6626	1930 CHINA GROVE RD	849622	460.68	6240663
ARGRETT LYNDA		1421 VILLAGE PARK RD LOT 24		KANNAPOLIS	NC	28081-2388	2001 ISUZU RODEO	846606	44.77	6090990
ASBURY CAROL		210 GREEN ACRES PL		CHINA GROVE	NC	28023-8631	210 GREEN ACRES PL	847779	13.86	6170138
BALENTINE RUPERT ALAN & WF	BALENTINE SHERRIE W	5518 NEVIN RD		CHARLOTTE	NC	28269	1984 GRUMMAN	853855	13.00	19930550
BARRON MICHAEL T & WF	BARRON TERESA K	360 TAMARAC SHORES DR		SALISBURY	NC	28146-0000	360 TAMARAC SHORES DR	853693	302.75	6344482
BEAVER ELIZABETH B		100 DEER TRACK RD		ROCKWELL	NC	28138-7594	185 DEER TRACK RD	849435	1.54	36130000
BEAVER WALTER ROY JR & WF	BEAVER ROSE RITA	292 BUNNY HOP LN		CLEVELAND	NC	27013-9506	292 BUNNY HOP LN	851628	2.13	19186
BLACK SANDRA LOUISE		150 VIRGINIA AVE		CHINA GROVE	NC	28023-0000	VIRGINIA AV	853868	4.23	6335688
BLACK SLAUGHTER & BLACK PA		3623 N ELM ST STE 200		GREENSBORO	NC	27455	BOYSENBERRY DR	853702	274.59	6277080
BOSTIAN ETHEL EUDY ESTATE	% FREDERICK C SECHLER	545 EUDY RD		CHINA GROVE	NC	28023-8620	EUDY RD	848868	83.25	5705000001
BOSTIAN RAYMOND E & WF	BOSTIAN LINDA F	1410 N MAIN ST		SALISBURY	NC	28144-3722	1967 NEW 00012 00050	847826	21.89	57942500
BROWN DENENE SCHENCK	BROWN JAMES DAVID	145 DOUBLETUMB RD		ROCKWELL	NC	28138-9507	151 DOUBLETUMB RD	850083	4.20	6016926
BURNETTE JAMES L & WF	BURNETTE CLAUDETTE M	122 PONDVIEW DR		SALISBURY	NC	28147-7237	122 POND VIEW DR	848491	21.17	6272776
BYRD TIMOTHY R		2635 LOWER PALMER RD		SALISBURY	NC	28146-0000	290 CLEARBROOK DR	848494	5.48	6315969
CASTRO MARTIN		2557 PETER JEFFERSON LN		HERRDON	VA	20171-0000	1210 CELEBRATION DR	848508	10.52	6341181
CEDARVIEW PROPERTIES LLC		3600 OLD SALISBURY CONCORD RD		CONCORD	NC	28025	EAGLE ST	848471	1.00	6022921
CENTER STAGE DANCE CO	ATTN SANDY OVERCASH	150 S BOSTIAN ST		CHINA GROVE	NC	28023-2436	2005 UNEX MLT YR TAG ACS9775	852532	1027.98	12768
CHRISTY CHERI ROSEMAN	CHRISTY STEVEN BROWN	1970 PHANIEL CHURCH RD		ROCKWELL	NC	28138-7611	PHANIEL CHURCH RD	847853	2.03	6212525
CLAY BLAINE A & WF	CLAY SHIRLEY A	1880 FAITH RD		SALISBURY	NC	28146-7352	FAITH RD	853937	217.35	1462
CONNOR DARRELL ARNTON		2585 CLARK RD		SALISBURY	NC	28146-1041	2380 CLARK RD	849800	109.92	114081500
CONNOR DARRELL ARNTON		2585 CLARK RD		SALISBURY	NC	28146-1041	BRINGLE FERRY RD	849804	152.91	114081500
CONNOR DARRELL ARNTON		2585 CLARK RD		SALISBURY	NC	28146-1041	9110 BRINGLE FERRY RD	849808	69.77	114081500
CONNOR DARRELL ARNTON		2585 CLARK RD		SALISBURY	NC	28146-1041	2790 CLARK RD	849812	102.36	114081500
CONNOR DARRELL ARNTON		2585 CLARK RD		SALISBURY	NC	28146-1041	CLARK RD	849816	1859.58	114081500
COOK JAMES LARRY & WF	COOK SHIRLEY	1495 BARNHARDT RD		CHINA GROVE	NC	28023-8710	1995 HANKOS	848147	6.93	115380000
CORBETT DAVID J		210 ROLLING RD		KANNAPOLIS	NC	28081-7942	210 ROLLING RD	851514	110.12	117350000
CORELOGIC TAX SERVICE	ATTN: REFUNDS DEPT	PO BOX 9202		COPPELL	TX	75019	219 W GLENVIEW DR	851271	611.41	6278721
CORL CAROL CHILDRESS		1252 HENDERSON GROVE CHURCH RD		SALISBURY	NC	28147-9354	425 BEAVER LOOP	848460	1.59	32893
COX SANDRA R		4721 ISENHOUR RD		KANNAPOLIS	NC	28081-0000	140 DILLON ST	848297	4.75	6267425
COX SANDRA R		4721 ISENHOUR RD		KANNAPOLIS	NC	28081-0000	917 N WALNUT ST	848181	12.02	6344144
CRIDER WILLIAM NORMAN WF	CRIDER BERNICE K	170 MONTEGO LN		SALISBURY	NC	28147-8585	1981 PRIVATE TRL PERMTAG	847672	2.14	128270000
CUNNINGHAM LEE R & WF	CUNNINGHAM BRITTANY D	210 FOREST POND RD		KANNAPOLIS	NC	28023-0000	JOHNSON DAIRY RD	848494	8.52	6335798
DANIELS PHILLIP ADAMS		207 EASTWOOD DR		SALISBURY	NC	28146-7045	207 EASTWOOD DR, 404	850153	100.00	6295767
DAVIS DAVID LONZO	DAVIS KATHY ANN	505 GRAYSTONE RD		ROCKWELL	NC	28138-5613	505 GRAYSTONE RD	847831	5.20	6042201
DEAL DONNIE RAY	DONNIE DEAL MASONRY	190 BASIL RD		CHINA GROVE	NC	28023-9217	SECT SCH US CLASS CE ASMF 00	848766	1.82	14110500001
DUNN JOEY KIRK		1660 EARNHARDT RD		SALISBURY	NC	28146-2274	1998 CHEV TK	848569	3.18	153290500
EDWARDS DEBORAH T BURRIS & HUS	EDWARDS TIMOTHY WELBORN	140 BETH DR		CHINA GROVE	NC	28023-9672	BETH DR	851169	243.39	6284753
ELLIS GALE HAWTHORNE		704 WILSON RD		SALISBURY	NC	28144-5253	1996 CADI DFW 4S DEVILLE	848878	29.80	6132281
EVANS DEBORAH J		538 DALKEITH AVE		ROCK HILL	SC	29732-9838	629 W COUNCIL ST	850205	25.42	6271709
FESPERMAN RONNIE REX	FESPERMAN G J	4280 JACK BROWN RD		SALISBURY	NC	28147-9040	6985 SHERRILLS FORD RD	851456	5.16	177130000
FORBIS ASHLEY DWAYNE		2963 ODDIE RD		SALISBURY	NC	28146-1296	2004 EQUIP PERMTAG AC45237	848467	7.87	6005565
FREDERES DAVID R & WF	FREDERES CATHERINE L	265 CANTIBERRY DR		SALISBURY	NC	28146-9269	265 CANTIBERRY DR	848036	3.40	6173989
GAYDOS JEFFERY B	GAYDOS LINDA S	10837 TRADERS CT		DAVIDSON	NC	28036	MILLER RD	852505	115.00	14426
GODFREY TONY LYNN		2365 LOWER PALMER RD		SALISBURY	NC	28146-1511	225 NORWOOD DR	848486	1.60	6191742
GOOD JOSEPHINE K		6475 MEADOW LN		SALISBURY	NC	28147-8310	6475 MEADOW LN	849042	8.64	6110590
GREEN DOROTHY R BASKINS		3419 DAVIDSON HWY		CONCORD	NC	28027-7843	910 ELM ST	852889	573.57	6168256
HALL CHRISTOPHER LAWRENCE		426 SPLENDOR VIEW RD		RICHHIELD	NC	28137-9707	426 SPLENDOR VIEW RD	852531	1.55	6044553
HALLCO INDUSTRIES INC		6605 AMMUNITION RD		TILLAMOOK	OR	97141-0000	480 MILLRUN RD	847750	64.73	6312110
HALLCO INDUSTRIES INC	BUS EQUIP	ATTN PROPERTY TAX OR CEO	PO BOX 505	TILLAMOOK	OR	97141-0505	CLASS SP ASMF 000	847750	5.74	6299932
HARBOR PORTFOLIO VI LP		PO BOX 1996		IRMO	SC	29063-1996	2220 MOORE ST	848494	3.59	6318472
HARRISON MAURICE LINGARD		320 ACRES LN LOT 8		SALISBURY	NC	28146-6894	1999 OLDS 4S ALERO GL	848317	24.75	6316355

Jonya Parnell
Tax Collections Manager

165
Batch 7702

HINSON ELECTRICAL CONTRACTR OF	KANNAPOLIS INC	601 N ENOCHVILLE AVE	PO BOX 26	KANNAPOLIS	NC	28082-0026	1962 BLUE DIAMOND TRL	848161	7.00	254169000
HIPP JOHN H		2036 WOODLEAF RD		SALISBURY	NC	28147-1131	CLASS SP ASM# 000	852804	450.37	255260000
HOLSHOUSER VIRGIL A		3919 BRIXTON LN		DURHAM	NC	27707-5317	FISH POND RD	848456	4.47	263360000
HOPKINS ROY THOMAS JR		5225 GRAND CANYON RD NW		CONCORD	NC	28027-7778	1825 FAITH RD	846721	5.49	6232454
HOPKINS ROY THOMAS JR		5225 GRAND CANYON RD NW		CONCORD	NC	28027-7778	FAITH RD	846722	3.04	6232454
HOWELL FAY SMYRE		424 MORLAN PARK RD		SALISBURY	NC	28146-6046	424 MORLAN PARK RD	851608	1.53	8953
IL COLOSSEO ITALIAN RESTAURANT		718 JAKE ALEXANDER BLVD W		SALISBURY	NC	28147	SECT C SCH E10 CLASS EQ ASM# 00	852231	200.00	6296484
JACKSON KEITH ROBERT		307 E CHAMBLEE DR		SALISBURY	NC	28147	CLEARING ACCT	848870	1.52	6345343
JETER RUBY ANN		626 RIVERSIDE DR APT 20D		NEW YORK	NY	10031-7229	BEAGLE CLUB RD	849412	2.47	29429
JONES FRANKLIN D & WF	JONES COURTNEY K	1035 CEDAR HILL RD		ROCKWELL	NC	28138-0000	1035 CEDAR HILL DR	848508	3.89	6343383
KELLY C DICKSON		105 HAPPY LAKE ROAD		ROCKWELL	NC	28138	105 HAPPY LAKE RD	849990	1.25	6298154
KEMP BARRY J		6875 RIVER RD		RICHFIELD	NC	28137-0000	6875 RIVER RD	852387	2.71	297620000
KNIPP LAW OFFICE, PLLC		8221 VILLAGE HARBOR DR.		CORNELIUS	NC	28031-3706	629 W COUNCIL ST	849939	23.25	6271709
LEAZER G W		8415 W NC 152 HWY		MOORESVILLE	NC	28115-4213	1965 FORD	847689	4.85	321730000
LEAZER TERRY WAYNE		155 LEAZER RD		MOORESVILLE	NC	28115-9550	2009 CLAYTON 00014 00070	853752	114.31	6077415
LEE DIANE L		1189 SAFRIT RD		SALISBURY	NC	28146-7847	1189 SAFRIT RD	848486	1.53	6242513
LINGLE JOSEPH RAY	LINGLE CATHERINE LYERLY	265 BAYMOUNT DR		SALISBURY	NC	28144-1242	2006 FORD CP	848205	3.22	6016594
LIPPARD JONATHAN K	LIPPARD STEPHANIE S	2860 W INNES ST		SALISBURY	NC	28144	SECT SCH A8 CLASS EQ ASM# 00	854049	10.98	6337536
LIPPARD JONATHAN KEITH	LIPPARD STEPHANIE S	2860 W INNES ST		SALISBURY	NC	28144-0763	2014 CONT MLT YR TAG AC75466	854050	11.80	6250079
LOMAX BETTY		1653 WILTSHIRE RD		SALISBURY	NC	28144-2272	1653 WILTSHIRE RD	850981	33.37	38859000001
MARSHALL GEORGE MATTHEW JR		2120 E RIDGE RD		SALISBURY	NC	28144-1274	DSO REFUND	848911	265.40	13666
MARTIN JASON C & WF	MARTIN TENEKA M	12811 CREST RIDGE DR		JACKSONVILLE	FL	32258-2290	170 HOUBE RD	847733	11.99	6278429
MAULDIN TIMOTHY VAN & WF	MAULDIN FAYE OWENS	240 QUAIL DR		SALISBURY	NC	28147-8859	QUAIL DR	848460	2.17	355042500
MAYFIELD PORTIA BETH CRUSE		97 SMITH RD		WACO	GA	30182-2601	CABIN CREEK RD	848487	3.44	6247179
MC N TIRES AUTOMOTIVE LLC		8645 HIGHWAY 52		ROCKWELL	NC	28138-8549	8645 US 52 HWY	853757	6.00	6311307
MCINNIS PAUL ANDREW & WF	MCINNIS LINZIE MARIE	112 MAPLE RIDGE CIR		SALISBURY	NC	28147-0000	2006 GMC YUK MP YUKON 4DR 4X4	853915	115.39	6302052
MCINNIS PAUL ANDREW & WF	MCINNIS LINZIE MARIE	112 MAPLE RIDGE CIR		SALISBURY	NC	28147-0000	112 MAPLE RIDGE CIR	851114	115.39	6302052
MCNEELY RONALD EUGENE		120 READING RD		SALISBURY	NC	28147-5669	120 READING RD	853127	4.09	367772500
MEYMAX TITLE AGENCY OF OHIO		580 S HIGH STREET, STE 330		COLUMBUS	OH	43215	808 GRACE AV	851543	317.69	26516
MILLER CRAIG EVERETTE		2408 DALE ST		KANNAPOLIS	NC	28081-9712	2014 YAMAHA	850625	19.82	6214219
MILLER FAYNELL K		123 WHITE AVE		KANNAPOLIS	NC	28081-9617	1992 TADPOLE	852510	5.94	378920000
MILLER KENNETH D & WF	MILLER CYNTHIA K	13360 OLD BEATTY FORD RD		ROCKWELL	NC	28138-7779	13360 OLD BEATTY FORD RD	848460	2.33	377730000
MILLER LEE SR HEIRS	% DIXIE MILLER TALBERT	526 SALISBURY ST		ROCKWELL	NC	28138-0000	5933 FAITH RD	853443	1.66	377850000
MISENHEIMER RANDY A		9660 STOKES FERRY RD		GOLD HILL	NC	28071-7602	2006 RDKG PERM TAG AC16393	848201	20.35	382980000
MORRISON JONATHON BROOKS		405 CRICKET LN		MOUNT ULLA	NC	28125-0691	1988 LOWB PERMTAG AA39953	852513	4.03	6190645
NAIL STEVEN J & WF	NAIL EMILY S	195 CORRIHER SPRINGS RD		CHINA GROVE	NC	28023-0000	195 CORRIHER SPRINGS RD	849629	2588.99	6338130
NANCE JAMES J & WF	NANCE GLADINE K	745 BROWN RD		CHINA GROVE	NC	28023-6741	745 BROWN RD	848460	2.18	404410000
NATIONAL FINANCE CO INC		151 PINNACLE PL		LITTLE RIVER	SC	29566-7217	CLASS SP ASM# 000	848408	117.38	11899
ORZCO MANUEL		606 CROWN POINT DR		SALISBURY	NC	28146-0000	606 CROWN POINT DR	849449	271.56	6003043
PARHAM JACKIE LANE		108 CLEAR CREEK LN		MOORESVILLE	NC	28115-9557	108 CLEAR CREEK LN	847698	126.63	6079181
PARKER ANNETTE Y		505 BARBER JUNCTION RD		CLEVELAND	NC	27013-0000	505 BARBER JUNCTION RD	852242	60.00	6332591
PAYNE DONALD F		415 TROXLER RD		ROCKWELL	NC	28138-9729	415 TROXLER RD	848338	2.02	425915000
PHILLIPS EVELYN A		6101 BRACE RD		CHARLOTTE	NC	28211-4654	N RIDGE AVE	850384	3.23	6283412
PIEDMONT INTERVENTIONAL PAIN	CARE PA	% DR ROBERT WILSON	320 JAKE ALEXANDER BLVD W 102	SALISBURY	NC	28147-1443	CLASS SP ASM# 000	848178	77.76	6264613
PIEDMONT INTERVENTIONAL PAIN	CARE PA	320 JAKE ALEXANDER BLVD W 102		SALISBURY	NC	28147-1443	320 W JAKE ALEXANDER BLVD, 106	848175	286.98	6258783
PLEXICO MARY W		3700 TAYLOR GLEN LN NW APT166C		CONCORD	NC	28027-3423	MILLER RD	846621	1.07	14426
POPE WILLIE L & WF	POPE SHELIA N	150 WALDEN LN		SALISBURY	NC	28146-0000	150 WALDEN LN	848544	277.48	6328619
RANKIN DELANO		12036 OLDEN ST		CHARLOTTE	NC	28262	590 KNOX SCHOOL RD	852511	80.96	6108490
RICKETTS LORAY		5709 CHISHOLM TRL		FAYETTEVILLE	NC	28303-2605	1986 TEMP #3 00014 00070	850155	6.38	6334443
ROCK CHRISTINE & HUS	ROCK KENNETH H SR	5817 CHRISTY CIR		KANNAPOLIS	NC	28081-9352	5817 CHRISTY CIR	852313	4.85	6263712
ROSE HILL MISSIONARY BAPT CH		216 RICE ST		KANNAPOLIS	NC	28081-0000	LINDA AV	848399	37.69	10245220001
ROUNDPOINT MORTGAGE SERVING		5016 PARKWAY PLAZA BLVD		CHARLOTTE	NC	28217	2605 CRANE DR	850416	246.23	6340002
S & S ENTERPRISES		PO BOX 3344		HICKORY	NC	28603-0000	401 CAROLINA BLVD	848460	14.34	481922850
SAFRIT KENNETH EUGENE	SAFRIT SUSAN VALERIE	316 ASHLEY DR		ROCKWELL	NC	28138-7534	ASHLEY DR	846784	3.49	6215411
SCHNEIDER ELECTRIC USA		200 N MARTINGALE SUITE 1000		SCHAUMBURG	IL	60173	105 SUMMIT PARK DR	850304	2.00	6264577
SECHLER FREDERICK CLINTON		545 EUDY RD		CHINA GROVE	NC	28023-8620	1964 VOLK	848846	6.11	491260500
SECHLER FREDERICK CLINTON		545 EUDY RD		CHINA GROVE	NC	28023-8620	EUDY RD	848847	163.21	57050000001
SECHLER FREDERICK CLINTON		545 EUDY RD		CHINA GROVE	NC	28023-8620	545 EUDY RD	848848	218.98	6096338
SERVICELINK LLC	ESCROW TRUST ACCOUNT	1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	13030 STOKES FERRY RD	851456	1141.37	6026045
SHAW JACQUELINE L		6328 MOORESVILLE RD		SALISBURY	NC	28147	2017 ENCORE	848182	2.17	702731

SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1990 BASSTRACKER	850657	1.13	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1976 FISHER 00012 00050	850666	1.27	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1973 WICK 00012 00060	850670	1.20	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1976 TAYLOR 00012 00065	850675	1.66	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1966 COMMODORE 00012 00055	850679	1.12	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1969 SUPERIOR 00012 00060	850683	1.20	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1982 CAROLINA 00014 00048	850687	1.70	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1982 CAROLINA 00014 00052	850697	1.46	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1970 FISHER 00012 00060	850701	1.20	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1971 WINSTON 00012 00060	850705	1.20	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1983 FLEETWOOD 00014 00070	850713	2.55	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1987 ZIMMER 00014 00080	850721	3.09	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1965 PARKWAY 00012 00060	850725	1.20	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1987 CLAIRMONT 00014 00070	850729	2.70	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1971 CAROLINA 00012 00065	850733	1.32	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1986 CONNOR 00014 00070	850738	2.65	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1992 CORONATO 00014 00070	850743	4.11	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1993 CONNOR 00014 00065	850748	4.05	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1978 HOLIDAY 00012 00065	850752	1.70	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1968 ANDOVER 00012 00065	850757	1.20	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1971 CAROLINA 00012 00060	850761	1.20	8937
SHEPHERD RUTH FOWLER	% DONNELL S MILLER	1055 BEAGLE CLUB RD		SALISBURY	NC	28146	1982 PARKWAY 00014 00070	850771	2.48	8937
SHIRLEY MICHAEL CHANDLER		295 GRACELAND PL		SALISBURY	NC	28146	2014 MALIBU	848511	3.96	702404
SIMPSON ROBERT R & WF	SIMPSON CAROLYN L	4075 RICHFIELD RD	PO BOX 462	RICHFIELD	NC	28137-0462	1999 HOME PERMTAG AA52899	852258	3.00	510806000
SMYRE MARY COWAN		111 SCOTT RD		SALISBURY	NC	28146-7849	111 SCOTT RD	848850	346.23	6214281
SPECK HAROLD ALEXANDER & WF	SPECK NANCY D	1825 MILLER RD		CHINA GROVE	NC	28023-9351	MILLER RD	847643	984.97	527600000
SPRAGUE RHONDA WILSON		161 DOG DAYS LN		KANNAPOLIS	NC	28081	2017 KAUF PERMTAG AE79696	850309	21.11	6272055
STATE EMPLOYEES CREDIT UNION		3101 WAKE FOREST RD		RALEIGH	NC	27609-7845	118 RAY DR	851254	328.00	6028545
STIREWALT JIMMIE LEE & WF	STIREWALT BONNIE M	4365 JACK BROWN RD		SALISBURY	NC	28147-9041	4365 JACK BROWN RD	850128	3.92	536630000
STROUD FRANCIS ERVIN & WF	STROUD THERESA GALE	2470 OVERVIEW RD		SALISBURY	NC	28147-7697	2470 OVERVIEW RD	852239	1000.00	31179
SWAN JERRY W		465 S LAFAYETTE ST		LEWISBURG	WV	24901	GRANT RD	853988	115.33	6244327
TIMELESS WIGS AND MARVELOUS	THINGS	MARVA J & DILEIKA T WILSON	139 POLO DR	SALISBURY	NC	28144	SECT SCH D10 CLASS FF ASM# 00	853499	19.24	6339915
TREXLER EDNA-MAE ELWOOD		12390 US 52 HWY		GOLD HILL	NC	28071-0000	12470 US 52 HWY	848486	10.20	6241947
TRUEBLOOD PATRICIA ANN			1413 WALKER ST	SALISBURY	NC	28144	SECT SCH K10 CLASS FF ASM# 00	849629	3.84	6336985
U I C CONSULTING LLC		410 DORAL COURT		SALISBURY	NC	28144	CLASS SP ASM# 000	849152	13.97	6325019
UNITY IN CHRIST WORSHIP CENTER	MINISTRIES INC	711 AZALEA LN		CHINA GROVE	NC	28023-0000	ROD DR	853144	2.92	6299347
VANDERBILT MORTGAGE &	FINANCE INC	500 ALCOA TRL		MARYVILLE	TN	37804-0000	210 PICKLER RD	846500	4.57	6155094
VANDERBILT MORTGAGE AND FIN		PO BOX 9800		MARYVILLE	TN	37802	DIXON AV	848645	147.16	33211
WALKER JEFFERSON MICHAEL		PO BOX 1362		SALISBURY	NC	28145-1362	1802 BRINGLE FERRY RD	848198	3.99	576397475
WEBB ELIZABETH PARK		1300 LARCHMONT PL APT 801		SALISBURY	NC	28144-2254	1300 LARCHMONT RD, 801	852680	5.40	7844
WEBB PANSY LOUISE		2010 BOULEVARD HTS		ANDERSON	SC	29621-3825	BARRINGER ST	846723	3.19	6232451
WELLS FARO REAL ESTATE TAX SVS		P O BOX 14506	MAC F2302-04D	DES MOINES	IA	50306-9395	203 SPRING DR	853377	85.72	4915000
WELLS SYLVESTER & WF	WELLS ELNORA	164 MACKAY DR		BRUNSWICK	GA	31525-4504	GRADY ST	848464	5.11	589988000
WILHELM WALTER W JR		PO BOX 81		RUSH	CO	80833	2005 KAUF AA82139	849616	10.83	6205259
WILSON DORIS A		275 UPRIGHT RD		MCOUNT ULLA	NC	28125-7711	275 UPRIGHT RD	848852	7.30	6278476
WOODSON,SAYERS,LAWTHER,SHORT	PARROTT & ABRAMSON LLP	P O BOX 829		SALISBURY	NC	28144	KIMBALL RD	853621	10.00	6297910
YOUNG ROBERT E & WF	YOUNG CAROL R	307 ORCHARD RD		ROCKWELL	NC	28138	307 ORCHARD RD	852640	5.88	6338654
ZAMORA BEATRIZ HERNANDEZ		3625 MILLBRIDGE RD		CHINA GROVE	NC	28023-7784	1997 UNKNOWN 00014 00066	852134	190.07	6047427
								TOTAL:	\$	18,546.57

Sonya Parnell
Tax Collections 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: Aaron Poplin, Planner
DATE: 10/4/2018
SUBJECT: Set Quasi-judicial Hearing for CUP 07-18 for November 5, 2018

Curtis and Cynthia Spell are requesting a conditional use permit to accommodate a 2,500 sq.ft. residential storage facility on Tax parcel 614 127. The proposed structure would be for storage of their boat and other personal property, and is located in the subdivision in which they live.

Under the current draft of the proposed text amendment regarding residential storage facilities, this request would exceed what staff could administratively approve, and would still require a conditional use permit.

Set Quasi-judicial hearing for November 5, 2018.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/4/2018	Cover Memo
Site Plan	10/4/2018	Cover Memo
GIS Map	10/4/2018	Cover Memo
Evaluation Criteria	10/4/2018	Cover Memo
Application	10/4/2018	Cover Memo



Rowan County Planning and Development Department

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

Office: 704-216-8588 Fax: 704-216-7986

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: October 4, 2018
RE: **CUP 07-18**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Set quasi-judicial hearing for **CUP 07-18** for November 5, 2018

REQUEST

Curtis and Cynthia Spell are requesting a conditional use permit to accommodate a 2,500 sq.ft. residential storage facility on Tax parcel 614 127. The proposed structure would be for storage of their boat and other personal property, and is located in the subdivision in which they live.

CONDITIONAL USE REQUIREMENTS

Section 21-60 (10) of the Zoning Ordinance indicates residential storage facilities are subject to the following standards (**staff comments in bold text**):

- a. **The parcel shall be in fee simple ownership.** Yes, owned exclusively by Curtis and Cynthia Spell.
- b. **The structure shall be of compatible construction with surrounding area.** The applicant proposes a brick and vinyl sided building, which was approved by the home owners association of waters edge.
- c. **The maximum size allowed is three thousand (3,000) square feet.** The proposed building totals 2,500 sq.ft.
- d. **No outdoor storage is allowed except as specifically provided otherwise.** None proposed.

- e. **Minimum lot size shall be the same as for a single-family residence.** Lot size is .46 acres vs. minimum lot size of .46 acres (20,000 sq.ft.).
- f. **Storage of vehicles shall not be in the front yard.** None proposed.
- g. **Outside lighting shall be designed to prevent direct glare on adjoining residences.** None proposed.
- h. **Setbacks shall be at a minimum the same as single family dwellings.** The proposed structure complies with the required 50' front, 10' side, and 20' rear setback.

EVALUATION CRITERIA

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

- 1. **Adequate transportation access to the site exists.** The structure would be accessible from Deer Lake Run SR 2454.
- 2. **The use will not significantly detract from the character of the surrounding area.** The proposed structure will be under the allowed 3,000 sq.ft. limit for residential storage facilities, but over the 10% limit for accessory structures on residentially developed lots (2,000 sq.ft.). The design for the propose structure has been approved by the Waters Edge home owners association (See Attached).
- 3. **Hazardous safety conditions will not result.** No hazardous safety conditions are envisioned based on the proposed use.
- 4. **The use will not generate significant noise, odor, glare, or dust.** Any associated impacts would be similar to that found on properties containing a residence.
- 5. **Excessive traffic or parking problems will not result.** N/A.
- 6. **The use will not create significant visual impacts for adjoining properties or passersby.** Based on the submitted site plan the parcel does not have any adjoining residential uses.

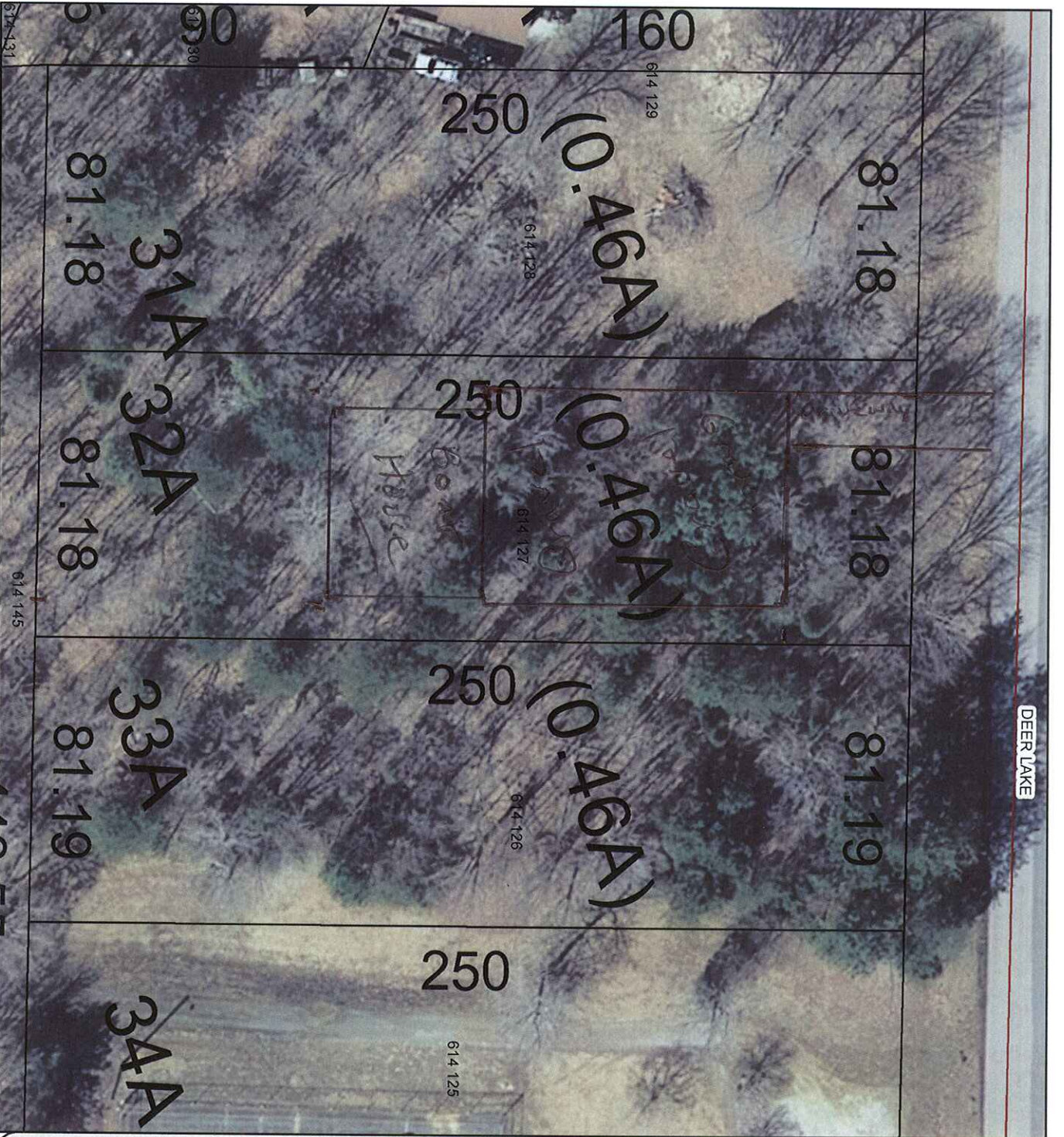
STAFF COMMENTS

- There are four other structures off Deer Lake Run that are storage buildings on lots without a home that predate zoning.

STAFF RECOMMENDATION

- Set Quasi-judicial hearing for November 5, 2018.

DEER LAKE



15,168' off Boundary 11,5' off lines

1 inch = 40 feet
0 25 50 Feet








Chris Decker
10/14/2018

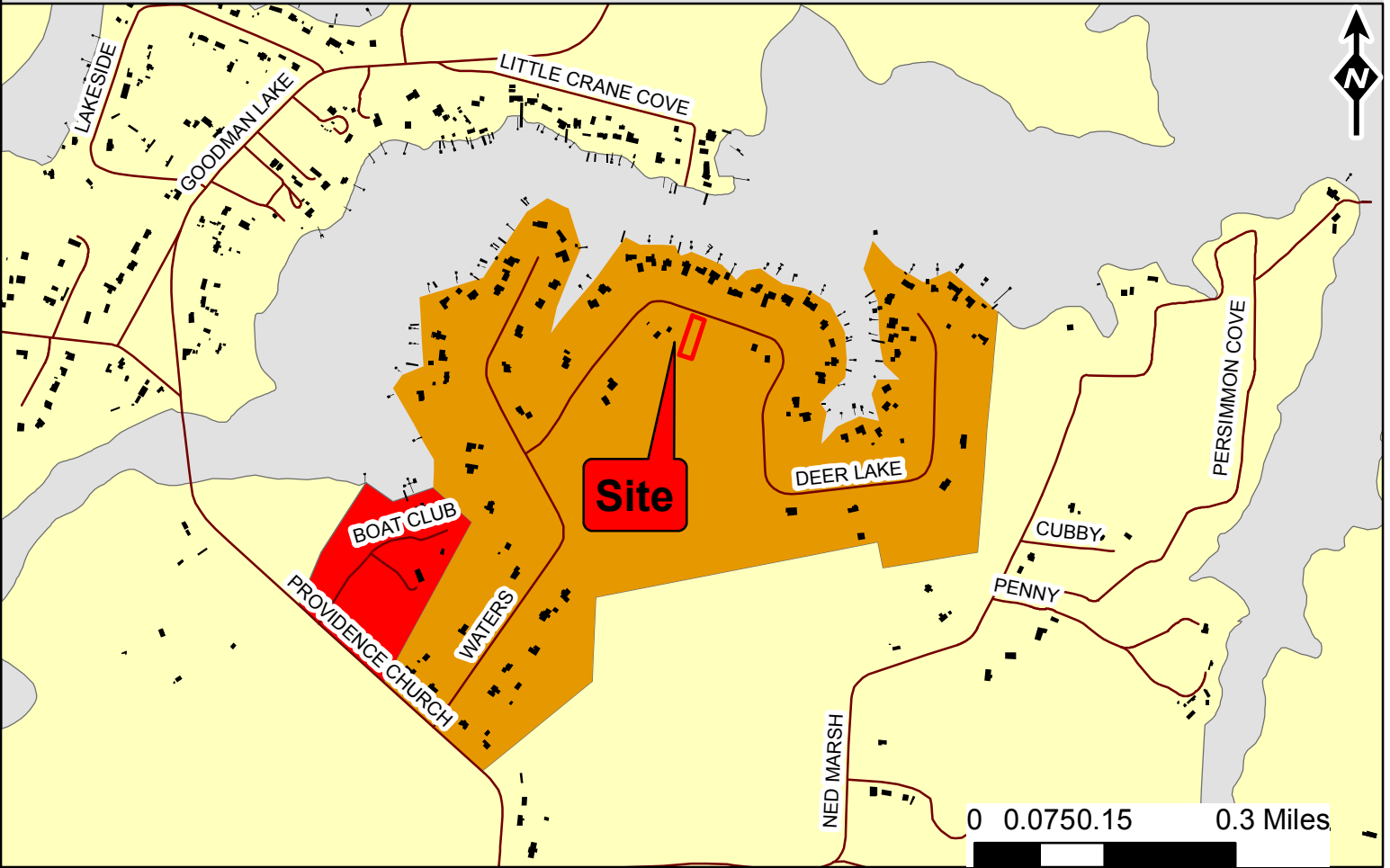
82'
122'



CUP 07-18: Spell

Legend

	Site	ZONING	
	Roads		RA
	Parcels		CBI
	Structures		RS



Evaluation criteria CUP 07-18.

1. **Adequate transportation access to the site exists;** Yes Deer Lake Run.
2. **The use will not significantly detract from the character of the surrounding area;** No the building was approved by water's edge HOA architectural review committee.
3. **Hazardous safety conditions will not result;** None proposed.
4. **The use will not generate significant noise, odor, glare, or dust;** None proposed.
5. **Excessive traffic or parking problems will not result;** None proposed.
6. **The use will not create significant visual impacts for adjoining properties or passerby;** The building will be built to approval of HOA architectural review conditions.



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

Case # CUP-07-18
Date Filed 10/2/18
Received By Asm
Amount Paid 200
Office Use Only

CONDITIONAL USE PERMIT APPLICATION

OWNERSHIP INFORMATION:

Name: Curtis Jon Spell
Signature: Curtis Jon Spell
Phone: 336-509-5081 Email: cspell@unifi.com
Address: 350 Deer Lake Run
Salisbury, N.C. 28146

APPLICANT / AGENT INFORMATION:

Name: Curtis Jon Spell
Signature: Curtis Jon Spell
Phone: 336-509-5081 Email: cspell@unifi.com
Address: 350 Deer Lake Run
Salisbury, N.C. 28146

PROPERTY DETAILS:

Tax Parcel: 614 127 Zoning District: 116
Date Acquired: 11/29/2017 Deed Reference: Book _____ Page _____
Property Location: Lot 32A - Deer Lake Run, Salisbury
Size (sq. ft. or acres): .47 AC Street Frontage: 81.18 feet
Current Land Use: Vacant

Surrounding Land Use: North Residential
South Water's Edge Sanitary sewer Assoc
East Vacant
West Vacant

PURPOSE & SECTION:

State purpose of conditional use permit:

To build a boat storage building. We
have seven boats

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


ATTACHED DOCUMENTS:

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

Attached: Yes ☒ No ☐

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

OFFICIAL USE ONLY

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

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: October 5, 2018
SUBJECT: MV Contract Transportation Agreement

Please see the attached agreement.

Please approve the attached agreement with MV Contract Transportation, Inc. for contract transportation services.

ATTACHMENTS:

Description	Upload Date	Type
MV Transportation Agreement - Contract Transportation Mgt.	10/5/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

 Date: 10/5/18
SECTION I - DEPARTMENT COMPLETES

Department: <u>Rowan Transit System</u>	Account #: <u>1154526-533001</u>	Amount: \$ <u>1.897/mile</u>
	Account #: _____	Amount: \$ <u>-</u>
		Total: \$ <u>-</u>
Vendor name: <u>MV Transportation</u>	Term Dates: <u>10/1/18 - 9/30/19</u>	
Contract description: <u>Contract Transportation Management</u>		
POC name: <u>Vincent Caldara</u>	Phone: <u>919-637-2863</u>	
POC email: <u>vcaldara@mvtransit.com</u>		
Vendor mail address: <u>27711 N. Haskell Ave. Suite 1500 LB-2 Dallas, TX 75204</u>	Vendor #: <u>8133</u>	
<input type="checkbox"/> New contract	<input type="checkbox"/> Contract renewal	Munis contract #: <u>NA</u>
<input checked="" type="checkbox"/> Amendment to contract	<input type="checkbox"/> Vendor signatures	Munis BA #, if applicable: <u>NA</u>
Notes: <u>\$1.897 per mile if < 90% OTP - \$1.947 if > 90% OTP - \$1.997 if > 92.5% OTP (on time percentage)</u>		
Department Head Initials: <u>DS For FB</u>		Date: <u>10/5/18</u> <u>9/28/2018</u>

SECTION II - CONTRACT ADMINISTRATOR REVIEW

<input checked="" type="checkbox"/> Section I properly completed	<input type="checkbox"/> Requires Board approval (Y/N)	<u>10/15/2018</u>
<input checked="" type="checkbox"/> Budgeted funds are available		
Contract Administrator Initials: <u>DS</u>		Date: <u>10/5/2018</u>

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

<input type="checkbox"/> Hold contract pending receipt of Certificate of Insurance	<input type="checkbox"/> Certificate attached and approved	<input type="checkbox"/> No insurance required
Risk Manager Initials: _____		Date: _____

SECTION V - LEGAL REVIEW

<input type="checkbox"/> Non-appropriation clause	<input type="checkbox"/> Indemnity clause	<input type="checkbox"/> Termination clause	<input type="checkbox"/> E-verify clause
<input type="checkbox"/> Approved as to form and sufficiency		<input type="checkbox"/> If Board approval required, sent to Department for agenda item	
Attorney Initials: _____		Date: _____	

SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

<input type="checkbox"/> Budgeted funds are available	<input type="checkbox"/> 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: _____

Rowan County and MV Contract Transportation, Inc.

TRANSPORTATION CONTRACT AMENDMENT

This fifth amendment (the "Amendment") is made and entered into as of 1ST day of October 2018, by and between **Rowan County** 130 West Innes Street, Salisbury NC 28144 hereinafter referred to as County, **MV Contract Transportation, Inc.** 2711 N Haskell Ave. Suite 1500 LB-2 Dallas, TX 75204 hereinafter referred to as Contractor.

WHEREAS, the parties originally entered into an contract for transportation services dated September 30, 2013, as amended (the "Agreement"), and

WHEREAS, the parties now wish to amend the Agreement as permitted under Article IV-F

NOW, THEREFORE, it is mutually agreed as follows:

1. **TERM**: Article III-C of the Agreement is hereby amended to extend the Agreement for an additional twelve (12) month period beginning October 1, 2018 and ending September 30, 2019.

2. **RATE/MILE**: the rate/mile charges during the extended term shall be as follows:

- A. For months in which Contractor maintains an OPT less than 90%, the rate per mile shall be \$1.897 (the "Base Rate").
- B. For months in which Contractor maintains an OTP of 90% or greater, the rate per mile shall be \$1.947, or the Base Rate plus \$0.05.
- C. For months in which Contractor maintains an OTP of 92.5% or greater, the rate per mile shall be \$1.997, or the Base Rate plus \$0.10.

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

ROWAN COUNTY

**MV CONTRACT TRANSPORTATION,
INC.**

BY: _____

BY:  _____

TITLE: _____

Gary Richardson
TITLE: Co-Interim CFO

DATE: _____

DATE: 9/21/18

ROWAN COUNTY CONTRACT CONTROL FORM

FROM FINANCE

OCT 24 2017

Date: 12-Oct-17

SECTION I - DEPARTMENT COMPLETES

Department: Rowan Transit System Account #: Multiple (see attached page) Amount: \$ 1,412,007.00
 Account #: _____ Amount: \$ _____
 Total: \$ 1,412,007.00
 Vendor name: MV Transportation Inc. Term Dates: October 1, 2017 - September 30, 2018
 Contract description: Contract Transportation Services
 POC name: Russ Tieskoetter Phone: 336-362-9307
 POC email: rtieskoetter@mvtransit.com
 Vendor mail address: 27711 N. Haskell Ave. Suite 1500 LB-2 Dallas, TX 75204
 New contract ☒ Contract renewal ☒ Vendor #: 8133
 Amendment to contract ☒ Vendor signatures _____ Munis contract #: _____
 Notes: _____ Munis BA #, if applicable: _____

Department Head Initials: [Signature]

Date: 10-12-17

SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed ☒ Requires Board approval (Y/N) 10/16/17
☒ Budgeted funds are available

1.897 per mi.10

Contract Administrator Initials: [Signature]

Date: 10/16/17

SECTION III - INFORMATION TECHNOLOGY REVIEW, IF APPLICABLE

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

IT Director Initials: N/A

Date: _____

SECTION IV - INSURANCE REVIEW

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

Risk Manager Initials: NC

Date: 10/17/17

SECTION V - LEGAL REVIEW

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

Attorney Initials: [Signature]

Date: 10/17/2017

SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

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

Finance Director Initials: fz4

Date: 10/20/17

SECTION VII - COUNTY MANAGER REVIEW

☒ Contract has been properly signed by all parties

FROM FINANCE

County Manager Initials: [Signature]

Date: 10-25-17

SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

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

☒ Yes

☐ No

Date: 10/16/17

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

Date: 11/7/17

Clerk Initials: [Signature]

Date: 11/7/17

Rowan County and MV Contract Transportation Inc.

TRANSPORTATION CONTRACT AMENDMENT

This Fourth amendment is made and entered into as of the 1st day of October 2017, by and between Rowan County, 130 West Innes Street, Salisbury NC 28144 hereinafter referred to as County, and MV Contract Transportation Inc. 2711 N. Haskell Ave. Suite 1500 LB-2 Dallas, TX 75204 hereinafter referred to as Contractor.

WHEREAS, the parties originally entered into an agreement for transportation services dated September 30, 2013 by mutual agreement, and

WHEREAS, the parties now wish to amend the agreement as allowed under Article IV-F of the said Contract, and

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM: The term of the Agreement shall be and is hereby extended for an additional twelve month (12) period beginning October 1, 2017 and ending September 30, 2018.
[Amending Article III-C]
2. Article 1-J. shall be amended to read the following:
Contractor shall be responsible for all warranty work, maintenance and mechanical repairs of each vehicle up to 200,000 miles. After vehicles reach 200,000 miles the Contractor is responsible for payment of the first \$500 of each major repair expense and the County will cover the balance on pre-authorized repairs. General maintenance and minor repair items may not be included in the major repair invoice and remain the responsibility of the Contractor.
3. RATE/MILE The rate/mile charges are to be increased from the current \$1.71 per mile to \$1.897 per mile.
[Amending Article III-C]
4. Each MV Employee at Division 71 will receive a \$1.50 per hour raise and the starting hourly rate for new drivers will be \$10.00. Any drivers currently receiving less than \$8.50 per hour will be increased to \$10.00.
5. MV General Manager Salary will be \$65,000.00 per year.
6. A new General Manager will be hired with transportation experience commensurate to the new salary and scope of work.
7. Safety Trainer will be a full time position.
8. Dispatch Office will be manned with two personnel that are trained and able to maintain operations and respond to emergency situations and accidents. If one leaves for an accident the other will be able to maintain their post.

9. MV will submit opening and closing procedures to ensure security of personnel who enter and exit the building during early morning and late evening hours.
10. MV will instate an acceptable procedure for selling bus tickets and passes for Rowan County whereby credit is given Rowan County and no money changes hands.
11. MV will prepare and submit all required reports on time or \$.01 can be deducted from the monthly per mile base rate for each report that is submitted late monthly.
12. Preventative Vehicle Maintenance rate will be complete with a 90% on time rate monthly, or \$.01 can be deducted from the monthly per mile base rate. Asset Works report will be used to identify the on time maintenance rate.
13. Customer Complaints will be resolved by the GM and the Customer Complaint form will be completed correctly and returned to RTS Staff within 7 days or \$.01 can be deducted from the monthly per mile base rate for the month.
14. MV Staff / Driver Complaints on customers or agencies will be submitted in writing.
15. Vehicle body damage will be repaired within 1 month or, or \$.01 can be deducted from the monthly per mile base rate per damaged vehicle per month.
16. Vehicles that are in accidents or totaled will be replaced by MV within 1 month.
17. Except as noted herein, all other terms and conditions as set forth in the original agreement shall remain in full force and effect:

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

ROWAN COUNTY

BY: [Signature]

TITLE: County Manager

Date: 10-25-17

MV TRANSPORTATION, INC.

BY: [Signature]
Gary Richardson

TITLE: Interim CFO

Date: 10/13/17

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT. Herb E. Hendrick Finance Director

\$1,412,007.00
This contract SHALL NOT EXCEED \$ without
prior written approval of the Rowan County Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff, Seibels & Williams of Oregon
1800 SW First Avenue, Suite 400
Portland, OR 97201

CONTACT
PHONE: 503-943-8821
FAX: 503-943-8822
ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: ACE American Insurance Company	22867
INSURER B: Indemnity Insurance Company of North America	43676
INSURER C: ACE Fire Underwriters Insurance Company	20702
INSURER D: Lexington Insurance Company	19437
INSURER E:	
INSURER F:	

INSURED
MY Transportation, Inc. and subsidiaries
2024 College Street
Elk Horn, IA 51531

COVERAGES

CERTIFICATE NUMBER: TPDHROK

REVISION NUMBER:

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIR. DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	HDO 027852445	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> EXCESS OF SIR <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	XSA7405753141	02/01/2017	02/01/2018	CORP. & IND. LIABILITY (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION				
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, describe order	WLR C48110688 (AD6) WLR C48110688 (AZ, MA) WCU C48110718 (CA, OH, WA) SCF C48110704 (NY)	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Each Occurrence \$ 1,000,000
<input type="checkbox"/> Auto Physical Damage	012-944-738	02/01/2017	02/01/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 28 RTS FLEET VEHICLES/Rowan Transit System

Rowan County Government is named as an Additional Insured as respects the operations of the Named Insured with respects to General and Auto Liability coverage as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Rowan County Government
Attn: RTS Director
2726 Old Concord Rd
Salisbury, NC 28148

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ORIGINAL AGREEMENT
RTS Transportation Services Contract

Rowan County & MV Contract Transportation Inc.
CONTRACT FOR TRANSPORTATION SERVICES

This contract is made and entered into this 30 day of September 2013, by and between the **Rowan County Government** on behalf of Rowan Transit System (hereinafter referred to as "County" or "RTS"), and **MV Contract Transportation Inc.** (hereinafter referred to as "MV"), whose official representatives and contacts are as follows:

For Rowan Transit System
Gary Price, RTS Director
2726 Old Concord Rd.
Salisbury, NC 28146
Telephone: (704) 216-8889
Fax: (704) 630-9638

For MV Contract Transportation Inc.
Patricia McArdle, Associate General Counsel
MV Transportation, Inc.
5910 North Central Expressway, Suite 1145
Dallas, TX 75206
972 391 4679

WITNESSETH:

Whereas, RTS issued a Request for Proposals ("RFP") on June 25, 2013, seeking a professional management company for its community transportation system, and

Whereas, MV responded by presenting RTS with its proposal dated August 7, 2013, and

Whereas, RTS desires to purchase transportation services at a coordinated and economical rate per mile, under the terms and conditions set forth herein; and

Whereas, MV desires to provide such transportation and to enter into this contract under the terms and conditions set forth herein; and

Whereas, RTS and MV mutually desire to enter into a flexible agreement under which they can work together to maximize service quality and system efficiency; and to explore innovative funding and contracting mechanisms; with the mutual goals of establishing new transportation services and expanding mobility choices within the community;

NOW, THEREFORE, in consideration of the mutual agreement, the following articles are set forth:

RTS Transportation Services Contract

ARTICLE I. MV'S DUTIES AND OBLIGATIONS:

- A. MV will fully comply with the executed NCDOT Vehicle Lease Agreement, which by reference is made an integral part of this service contract.
- B. MV shall manage and operate the RTS system throughout the term of this contract under the overall direction of the County and the RTS Advisory Committee. Managing and operating the system is understood to include: employing staff and drivers; maintaining, scheduling, and dispatching vehicles; providing all types of insurance required; maintaining financial and operating records; coordinating, scheduling and providing high-quality and efficient transportation services; and all other requirements of the RFP's Scope of Work.
- C. MV will assign vehicles first and foremost to serve core group agencies in the usual and customary manner as described in the RTS Community Transportation Services Plan. Additional capacity of the fleet may then be assigned to occasional and diverse requests of other community agencies when approved by the RTS administration.
- D. MV shall assist the RTS administration in overall system planning activities that may include: developing & promoting new services; exploring alternative funding, initiating public outreach efforts, preparing grant applications and other operating reports that must be submitted to NCDOT.
- E. MV's General Manager and staff will participate in Rowan County's Emergency Management drills making sure that the RTS system fleet is responsive to the needs of the community in times of crisis.
- F. MV shall recruit, hire, train, supervise and manage qualified personnel, including but not limited to drivers, dispatchers, and a general manager to provide daily transportation services for the RTS system. MV must implement employee salaries and benefits as specified in its Proposal. MV agrees to notify RTS whenever there is any change in the structure of wages and benefits.
- G. MV will lease up to 30 vehicles for the sum of \$1.00 per vehicle per year utilizing a separate Vehicle & Equipment Lease agreement as approved by the NC Department of Transportation Public Transportation Division.
- H. MV will utilize an operating facility provided by RTS at no cost. However MV must maintain adequate security measures to protect and safeguard the facility to include locking doors when unoccupied, and insuring MV's business property within.
- I. MV shall use the RTS vehicles, equipment, and operating facility exclusively for RTS public transportation services.

RTS Transportation Services Contract

- J. MV shall be responsible for all warranty work, maintenance and mechanical repairs of each vehicle up to 115,000 miles for lift vans, mini vans and center isle vans and 145,000 miles on Light Transit Vehicles, or when it is eligible for replacement under NCDOT standards for the vehicles model year. After vehicles are replacement eligible MV is responsible for payment of the first \$500 of each major repair expense and RTS will cover the balance on pre-authorized repairs. General maintenance and minor repair items may not be included in the major repair invoice and remain the responsibility of MV.
- K. MV assures the County that they will follow vehicle manufacturer's specifications with respect to maintaining the vehicle. In particular all warranty work must be performed by a certified mechanic at an authorized dealership.
- L. MV and the County shall perform a fleet inspection prior to the renewal of the current contract. Any vehicle defects that are considered to be more than normal wear and tear must be corrected and any missing equipment must be replaced at the sole expense of MV. A similar joint inspection shall be performed thirty days prior to the end of the contract, and MV shall be given the opportunity to repair any vehicle defects identified at that time. The County reserves the right to withhold some or all of MV's final payment until such time as the vehicles are returned in acceptable condition, or until a suitable amount is negotiated to cover any needed repairs.
- M. For fleet maintenance services MV may use any or all of the following sources for preventative maintenance, minor repairs and body work: [1] local dealerships, and [2] certified independent garages.
- N. MV will utilize the County's fuel purchase system in purchasing fuel for operation of all vehicles provided under lease by the County. MV will be billed monthly for the fuel charges, which must be promptly reimbursed to the County.
- O. In the event that MV is delayed in reimbursing the County for fuel charges the County may withhold equal amounts of MV's billing until such time as the fuel reimbursements are received.
- P. The MV "rate-per-mile" charges will be adjusted monthly as affected by the vacillating fuel cost per gallon of gasoline and propane during the period of performance under this contract. For the purposes of this contract, MV and RTS hereby establish a "benchmark" fuel price of \$3.25 per gallon. For every \$0.05 increment above this benchmark in the actual average fuel price paid during each month, MV's billing rate will increase by \$0.005 per mile for that month. And for every \$0.05 increment below this benchmark in the actual average fuel price paid during each month, MV's billing rate will decrease by \$0.005 per mile for that month.
- Q. Fleet insurance shall be procured by MV before commencing work and shall be maintained without interruption for the duration of the contract, in the kinds and amount specified below:

RTS Transportation Services Contract

Worker's Compensation

Worker's Compensation, unemployment and disability, as required by law. Employer's Liability insurance in the amount of at least \$500,000.

Comprehensive General Liability

Comprehensive General Liability, including premises-operations; independent Contractor's protective; products and complete operations; broad form property damage shall be maintained as follow:

- | | | |
|-----|--|----------------|
| (1) | Per Person | \$1,000,000.00 |
| | Per Occurrence | \$3,000,000.00 |
| (2) | Property Damage:
Per Occurrence | \$500,000.00 |
| (3) | Property damage liability insurance shall provide explosion and collapse coverage and underground coverage where applicable. | |
| (4) | Bodily Injury:
Per Person | \$1,000,000.00 |
| | Per Occurrence | \$3,000,000.00 |

Comprehensive Automobile Liability: Owned, Non-owned and Hired:

- | | | |
|-----|-------------------------------------|----------------|
| (5) | Bodily Injury:
Each Person | \$500,000.00 |
| | Each Occurrence | \$1,000,000.00 |
| (6) | Property Damage:
Each Occurrence | \$500,000.00 |

NOTE: Rowan County shall be named as a Certificate Holder on the Certificate of Insurance evidencing coverage under the insurance policies identified herein. Each Certificate of Insurance shall contain the following clause: It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the county shall have received written notice of such cancellation or reduction.

- R. MV agrees to defend, indemnify and hold harmless both Rowan County and RTS, for all loss, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of MV personnel, except to the extent same are caused by the negligence or willful misconduct of RTS.

RTS Transportation Services Contract

- S. MV shall invoice the RTS participating agencies for services provided through the RTS system no later than the 5th working day following the end of each month. It is understood that the agencies shall pay MV within 15 days of the submission of a correct invoice. It is also understood that the County and RTS will assist with MV's efforts to collect invoiced amounts from the member agencies in a timely manner.
- T. MV shall prepare and submit the following comprehensive monthly and cumulative year to date reports to the RTS Advisory Committee.
- A monthly management summary highlighting system achievements, setting system goals, identification of significant issues that must be addressed, and providing information on any accidents, incidents, complaints, and commendations.
 - A monthly year-to-date "system report" on the following performance measures: Operating days, number of accounts, fuel consumed, fuel cost, total miles, total trips, total hours, avg. passenger per mile, average passenger per hour, average miles per day, average miles per trip, average cost per mile, average cost per hour, average cost per day, average cost per trip. All of this presented in a concise one page report.
 - Monthly statistics per "billing account" stating the number of operating days, # of trips, total mileage, rate per mile charge, total cost, average cost per trip, average miles per trip and any fares that may have been collected. Grand totals per column must add up to the monthly totals shown on the System Report.
 - Year to Date Area Report per "billing account": same factors as above but now reflecting the data for a year to date report.
- U. The MV Service Proposal dated August 7, 2013, in its entirety, is an integral part of this service contract with specific references made to the following points:
1. Unconditional Satisfaction Guarantee Warranty given to the County as outlined in proposal
 2. New reduced overhead for year one of the contract term, with further reduction in year two
 3. New Smart Alert Messenger
 4. New Grant Application Assistance
 5. New (Optional) Progress Payments
- V. MV shall give same-day notification to RTS staff of all major vehicle accidents, driver citations, or passenger incidents/complaints. MV must fully investigate all accidents, passenger injuries, and significant service complaints, and file a written report with the RTS Administration within 48 hours of occurrence. MV will endeavor to repair all physical damage to the vehicles within 30 days of occurrence.
- W. MV shall not enter into any third party covenants relating to this contract without the approval and written consent of RTS. No such consent shall be construed as making RTS a party to such subcontract, or subjecting RTS to liability of any kind to any subcontract. No subcontract if approved, shall under any circumstances, relieve MV of its liability and obligation under this contract.

RTS Transportation Services Contract

ARTICLE II. RTS DUTIES AND OBLIGATIONS:

- A. RTS shall provide overall direction and administration of the system. RTS will work closely and cooperatively with MV to design and implement the system's policies, services, contractual and rate structures so as to minimize cost, improve service quality, maximize efficiency, and to meet the system's goals of expanding transportation options within the community.
- B. RTS will provide the following free accommodations for MV's transit operations:
1. Office space, utilities, telephone network
 2. Secure fleet and employee parking
 3. Fleet base station, mobile radios in each vehicle & 3 handheld radios
 4. SEON Camera systems in each vehicle
 5. RouteMatch Advanced Scheduling Software
 6. Asset Works Maintenance Software
 7. Fuel cards for each of the fleet vehicles for a centralized billing system
 8. On site Propane fueling station for propane vehicles
 9. Driver of the month \$25.00 gift certificate from Wal-Mart
 10. Fleet insurance reimbursement for actual documented costs not to exceed \$19,200.00
- C. RTS shall provide a sufficient number of vehicles to operate the demands of the system, and will lease these vans to MV at the rate of One Dollar (\$1.00) per van, per year.
- D. RTS will apply for replacement vehicles as each vehicle reaches NCDOT's minimum threshold for replacement. It is understood that all replacement vehicle requests are conditional to NCDOT approval in the capital budget.

ARTICLE III. TERMS OF CONTRACT:

- A. In addition to this contract the following documents are incorporated herein by reference and made a part hereof: (1) The NCDOT Vehicle Lease Agreement [attached] [2] the Rowan County Request For Proposals (RFP), and [3] The MV Management and Cost Proposal. If there are any material conflicts in the information provided, then the order of precedence for resolving any problems shall be addressed in the same sequence of importance. Following the execution of this document any written modifications and amendments signed by both parties will take precedence over documents listed above.
- B. The estimated mileage to be purchased by RTS is 650,000 in the first 12 months. If the actual mileage deviates by greater than or less than 10% on the 364th day after the start of the contract, or, during any consecutive 12 month period, the County or MV may request an adjustment in the rate per mile charges.
- C. The first contract period will begin on October 1, 2013 and extend through September 30, 2014. The base rate-per-mile charge for this period of time is \$1.682 per mile.

RTS Transportation Services Contract

- D. After the first contract period, this agreement is automatically renewed for an additional year with the same operating conditions and rate per mile unless a 60-day written notice is given by either organization. If the proposed rate changes are greater than the rate of inflation, the County is under no obligation to continue the contract.

ARTICLE IV: MISCELLANEOUS PROVISIONS:

- A. This contract is executed and is to be performed in the State of North Carolina and all questions of interpretation and construction shall be construed by the laws of this state.
- B. If one section of this contract is found to be improper or legally unenforceable, the remaining sections are still applicable and are intended to stand without the offending section.
- C. Non-appropriation clause: MV acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Contractor of such limitation or change in Rowan County's legal authority.
- D. Termination. This contract may be terminated by either party upon ninety (90) days written notice with or without cause. If either party shall willfully violate any of the covenants or duties imposed upon it by this contract, such willful violation shall entitle the other party to terminate this contract. The party desiring to terminate for such cause shall give the offending party at least thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this contract shall be deemed terminated.

In the event of any termination, RTS shall pay the agreed rate only for services delivered up to the date of termination and RTS has no obligation to pay MV for services of any kind rendered or to be rendered after the effective date of termination. MV shall deliver all records, equipment, and materials to RTS within 30 days of the effective date of termination. This requirement specifically includes electronic files pertaining to the system's passengers, routes, billing history, and eligibility status - as such data are recognized to be RTS property.

All written notices and communications under this contract shall be mailed, delivered or sent by facsimile with following confirmation to RTS and MV at the addresses noted above.

RTS Transportation Services Contract

Either RTS or MV may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

- E. **Appeal Procedures:** Any formal dispute and/or appeal concerning a question of fact arising under this agreement shall be identified in writing by either party, and submitted to the Rowan County Manager. The County Manager will then give a decision or recommended action to the administrative officials of this purchasing agreement. The decision of the County Manager is final, unless MV files a written appeal to the Rowan County Board of Commissioners within twenty [20] days of receipt of such decision. The request for an appeal shall state the exact nature of the complaint. The decision of the Board of Commissioners is final, unless MV files a written appeal to the NCDOT.
 - F. **Amendments or changes to this contract** shall be submitted in writing and will become a part of this contract when agreed upon by both parties.
 - G. **All certifications and assurances** required by the NCDOT-PTD and the Federal Transit Administration, as outlined in the Vehicle Lease Agreement, the RFP or the Contractors Proposal, and as may be amended in the future, are hereby included as part of this contract and made applicable thereto. These include Federal Drug & Alcohol testing program requirements, Buy America provisions, Non-Collusion certification, Equal Employment / Anti-Discrimination and other assurances as may be applicable to the expenditure of federal funds on public transportation programs.
 - H. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike, acts of God, acts of the government, war or civil disorder; violence or the threat thereof, severe weather, commandeering of material, products plants or facilities by the federal, state, or local government; fuel shortages, or a rational act or omission of the other party, when satisfactory evidence of such cause is presented to the other party, and provided that such non performance is beyond the reasonable control of, and not due to the fault or negligence of the non performing party.
- This contract and the attachments and exhibits identified herein constitute the entire agreement between the parties.

RTS Transportation Services Contract

ACKNOWLEDGEMENT:


As signatories to this contract, RTS and MV do mutually agree to abide by the terms of this agreement, and do hereby execute this Contract as of the date first above written.

For Rowan County

MV Contract Transportation Inc.



Gary Page, County Manager



W.C. Rife, Executive VP

9/4/13
Date

10/12/13
Date

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE
LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Rowan County Finance Director

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: October 5, 2018
SUBJECT: Children's Homes of Iredell County - Foster Care

Please see the attached contract.

Please approve the attached contract between the Rowan County Department of Social Services and Children's Homes of Iredell County, Inc. for foster care services.

ATTACHMENTS:

Description	Upload Date	Type
Children's Homes of Iredell County - Foster Care Services	10/5/2018	Cover Memo

ROWAN COUNTY CONTRACT CONTROL FORM

Date: 9/18/2018

SECTION I - DEPARTMENT COMPLETES

Department: Social Services Account #: 1155420-593005 Amount: -
 Account #: 1155425-593008 Amount: -
 Total: \$300,000.00 - not to exceed
 Vendor name: Children's Homes of Iredell County, Inc. Term Dates: 7/21/2018-6/30/2019
 Contract description: Therapeutic Foster Care
 POC name: Brenda Speece Phone: 704-871-2289
 POC email: jennifer.cowan@chomesofiredell.com
 Vendor mail address: PO Box 451, Statesville, NC 28687 Vendor #: 14082

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

Department Head Initials: JS Date: 9.25.18

SECTION II - CONTRACT ADMINISTRATOR REVIEW

☒ Section I properly completed Y Requires Board approval (Y/N) 10/15/18
☒ Budgeted funds are available

Contract Administrator Initials: DS Date: 10/5/18

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 of Insurance ☐ Certificate attached and approved ☐ No insurance required

Risk Manager Initials: Date:

SECTION V - LEGAL REVIEW

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

Attorney Initials: Date:

SECTION VI - FINANCE DIRECTOR REVIEW AND PRE-AUDIT

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

Finance Director Initials: Date:

SECTION VII - COUNTY MANAGER REVIEW

☐ Contract has been properly signed by all parties

County Manager Initials: Date:

SECTION VIII - CONTRACT ADMINISTRATOR COMPLETES

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

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

Contract Administrator Initials: Date:

Contract #**Fiscal Year Begins 07/2018 Ends 06/2019**

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

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

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

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

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.**3. Effective Period:** This contract shall be effective on 7/1/2018 and shall terminate on 6/30/2019, This contract must be twelve months or less.**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 300,000.00. This amount consists of \$ _____ in Federal funds (CFDA # _____), \$ _____ in State Funds, \$ _____ in County funds

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

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

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$300,000.00.

6. Reversion of Funds:

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

7. Reporting Requirements:

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

8. Payment Provisions:

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

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Donna F. Fayko, Director	Name & Title	Donna F. Fayko, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	donna.fayko@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Brenda Speece, Executive Director	Name & Title	Brenda Speece, Executive Director
Company Name	Children's Homes of Iredell County, Inc.	Company Name	Children's Homes of Iredell County, Inc.
Mailing Address	PO Box 451	Street Address	134 East Water Street
City State Zip	Statesville NC 28687	City State Zip	Statesville NC 28687
Telephone	704.871.2289		
Fax	704.872.8262		
Email	jennifer.cowan@chomesofiredell.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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

13. Federal Certifications:


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

14. Specific Language Not Previously Addressed:

(can be delted if not needed)

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

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

 Signature	<u>8/13/2018</u> Date
<u>Brenda C. Speece</u> Printed Name	<u>Executive Director</u> Title

COUNTY

 Signature	<u>9-25-18</u> Date
<u>Donna F Fayko</u> Printed Name	<u>Director</u> Title

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

_____ Signature of County Finance Officer	_____ Date
--	---------------

**Attachment A
General Terms and Conditions**

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

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

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

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

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

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

Indemnity and Insurance

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

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

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

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

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

Transportation of Clients by Contractor:

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

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation

previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

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

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

Intellectual Property Rights

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

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

Compliance with Applicable Laws

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

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

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

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

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements

and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

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

Oversight

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

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

Warranties and Certifications

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

calculations. This warranty shall survive the termination or expiration of this contract.

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

E-Verify

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: **Children's Homes of Iredell, Inc.**
2. *If different* from Contract Administrator Information in General Contract:
Address Telephone Number: Fax Number: Email:
3. Name of Program (s): Residential Child Caring Institution
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

B. Explanation of Services to be provided and to whom (include SIS Service Code):
Residential Child Caring Institution

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care			
Therapeutic Foster Care	\$475	\$581	\$634
Residential Treatment (Level 2)			
Child Placing Agency	\$1,433	\$1,564	\$1,638
Residential Child Caring Institution	\$4,279	\$4,437	\$4,516
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	\$43	\$232.88	
Residential Treatment Level 3, 5+ beds	\$33	\$189.75	
Residential Treatment Level 4, 0-4 beds	\$43	\$315.71	
Residential Treatment Level 4, 5+ beds	\$40	\$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames: Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns..
2. Enter data into the *Client Dashboard Data Capture Sheet* which will generate the aggregate data reports, which the Private Agency will share with the County. Data will be entered in accordance with the definitions provided in the *Performance Data Definition Guide*.
3. Ensure records are accessible for review for monitoring services rendered and for financial audits.
4. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.

5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.

12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
 - a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
 - b. Social Security card (copy of).
 - c. Medicaid card.
 - d. Documentation of custody.
 - e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
 - f. Out-of-home family services agreement.
 - g. Psychological evaluation (if applicable).
 - h. Immunization record.
 - i. Visitation agreement (if applicable).
 - j. Child Health Status Component (DSS-5125-II).
 - k. Education Component (DSS-5245).
 - l. Birth certificate (copy of).
 - m. School enrollment letter (if applicable).
 - n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
 - o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.

3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.


(Signature of County Authorized Person)

9-25-18
(Date Submitted)


(Signature of Contractor)

8/13/2018
(Date Submitted)

Contractor: Children's Homes of Iredell, Inc.

ATTACHMENT C

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION**

Rowan County Department of Social Services

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

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

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

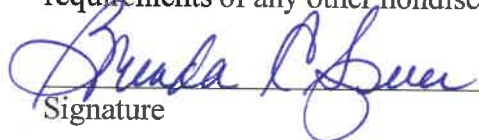
1. (Street address)
(City, county, state, zip code)
2. (Street address)
(City, county, state, zip code)

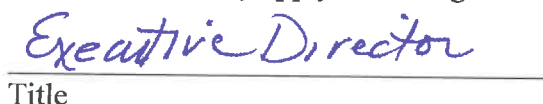
Contractor will inform the County of any additional sites for performance of work under this agreement.

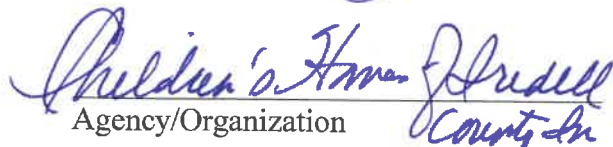
False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment
45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

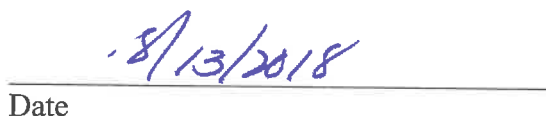
Certification Regarding Nondiscrimination

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


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

Contractor: Children's Homes of Iredell, Inc.

ATTACHMENT D

Conflict of Interest Policy

Instructions: (Use this for all contracts. Page one is to be completed by the Contractor and a copy of the Contractor's conflict of interest policy must be submitted. The Contractor can adopt page 1 and 2 as their conflict of interest policy or attach their current adopted policy. Note: Verification is needed on a yearly basis. For contracts extending more than one state fiscal year, the contract file must include documentation that the Conflict of Interest Policy has not changed from the previous year. If the policy has changed, a new conflict of interest policy must be submitted. Remember to delete all instructions in blue italic. (highlighted in yellow).)

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

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

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

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

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

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

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while

the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

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

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

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

Approved by:

Children's Homes of Fredell County
Name of Organization

Brenda Speece
Signature of Organization Official

8/13/2018

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Fredell

I, Tamara J. Asher, Notary Public for said County and State, certify that

Brenda Speece personally appeared before me this day and acknowledged

that he/she is Brenda Speece of Children's Homes of Fredell County [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 19th day of July, 2017.

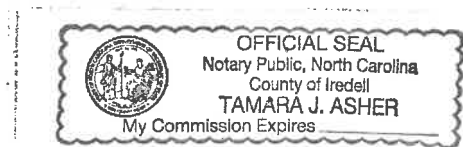
Sworn to and subscribed before me this 13th day of August 2018

Tamara J. Asher
(Official Seal)

TJA

Notary Public

My Commission expires 4-4, 2023





ATTACHMENT D

Conflict of Interest Policy

II. Ethical Practice:

Children's Homes of Iredell County ascribes to a system of moral principles, duty, and character promoting the ideal end for all of our actions and behavior, set forth as a series of guiding principles that we call a code of ethics. A sense of moral obligation should pervade our every decision when dealing with others. This implies doing the right thing because it is the right thing to do, without influence by threat, force, intimidation, greed or expediency. Decisions to discharge a particular child from our program, to admit another child into care, to reject an application, to recommend psychiatric hospitalization for a resident, what to report or withhold from a court progress summary, are all issues requiring moral and ethical consideration. Honesty should be a foregone conclusion in all of our professional dealings and the rule and guide of our personal lives as well.

Ethics and morality are sometimes interpretative, however, depending on perspective. Different people may, honestly and sincerely, view situations differently and their sense of ethical obligation with regards to a particular decision may vary widely. In order that all sides of an issue are examined thoroughly, the Board, management, supervisors, employees and residents must seek means whereas they can reach consensus and agreement. This spreads more evenly the burden of decision-making and facilitates a more harmonious operation. The code of ethics and policies contained here represent the agreed upon guidelines for ethical conduct at the Children's Homes of Iredell County.

The code of ethics that the Children's Homes of Iredell County embraces was adopted by Benchmarks, NC. This code is more than a goal toward which we strive. It sets the tone of our daily behavior and our professional philosophy. The code was adopted by our Board of Directors at a duly constituted board meeting and is reviewed periodically. Questions regarding the ethical practices, or concerns or complaints of an ethical nature should be addressed directly to management. Upon managerial and possible board review, the matter will be discussed in a professional manner in an attempt to alleviate concerns and provide clear direction.

This is true for areas such as conflicts of interest in construction projects, contractual relationships with the organization, in decisions regarding salary allocations, and in establishment of policies and plans for the future of the Homes. Any Board Member questioning his or her role regarding a conflict of interest should recuse themselves from participation in actions related that matter or should, at minimum, discuss the status of any potential conflict with the Chairman of the Board and fellow Board Members.

CODE OF ETHICS

Operations

We will operate in an open and transparent manner in accordance with applicable legal requirements and use assets exclusively and effectively to serve the purpose for which the organization was created.

We will represent our services and intentions honestly and openly. We will only serve those families, children, and adults for whom our services are appropriate and will plan carefully and realistically with and for each individual served.



ATTACHMENT D
Conflict of Interest Policy

Conflict of Interest

We have and will enforce a conflict of interest policy consistent with state and federal laws and regulations to prevent abuse and disclose potential duality/conflicts of interest.

We will accurately represent our organization in all partnerships and relationships within their community.

Financing and Fundraising

We will manage all fiscal resources through sound stewardship and business practices with the oversight of our governing body and management.

Fundraising efforts are carried out ethically and in a fiscally responsible manner.

We will comply with all state and federal laws and regulations related to generally accepted accounting principles and annual auditing requirements.

Professional Code of Conduct

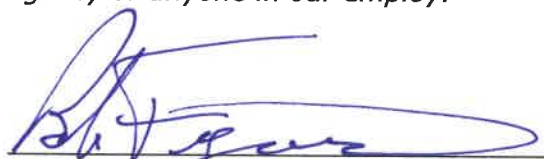
We will advocate for families, children, and adults to bring about positive change, develop resources, and strengthen family life.

We will maintain confidentiality in all matters concerning the people we serve with regard to laws and regulations as defined in the Health Insurance Portability and Accountability Act of 1996.

We will serve children, families, and adults without discrimination on the basis of race, color, religion, sex, ancestry, national origin, disability, sexual orientation or any other protected status as defined by law.

We will protect the people we serve from abuse, maltreatment, experimentation, economic exploitation, malnutrition, and unsafe environments, and provide the best care possible.

We will not exploit the plight of the people we serve for the financial gain of the agency or anyone in our employ.


Board Chair, Bob Ferguson


Date


Board Treasures, Donald J. Koepnick


Date

Attachment E – No Overdue Tax Debts

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

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



Children's Homes of Iredell County, Inc.
P.O. Box 451
Statesville, NC 28687
704-871-2289

August 13, 2018

To: Rowan County Department of Social Services

Certification:

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

Sworn Statement:

[Bob Ferguson and Don Koepnick being duly sworn, say that we are the Board Chair and Board Treasurer, respectively, of Children's Homes of Iredell County, Inc. of Statesville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.]

Board Chair

Board Treasurer

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



My Commission Expires: 4-4-23

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

Contractor: Children's Homes of Iredell, Inc.

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Rowan County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

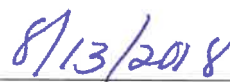
Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

Contractor: Children's Homes of Iredell, Inc.

Attachment G

Rowan County Department of Social Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Paragraph A.

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

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

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

Paragraph B.

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

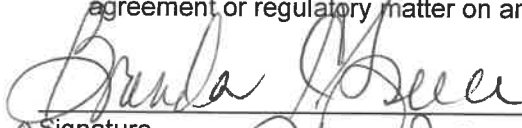
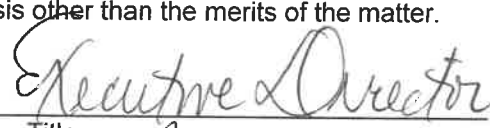
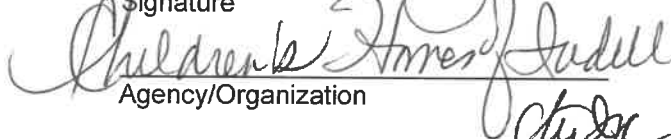
Paragraph C.

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

settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

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

	
Signature	Title
	8/30/2018
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Rowan County Department of Social Services

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

Instructions for Certification

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

ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

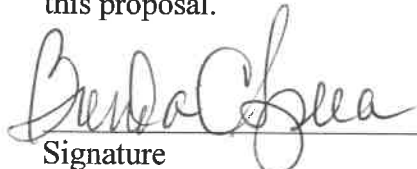
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person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

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

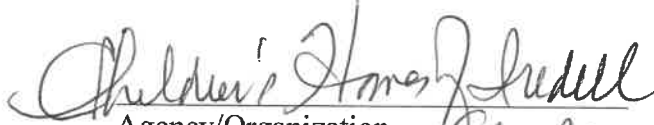
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions


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

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


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

Contractor: Children's Homes of Iredell, Inc.

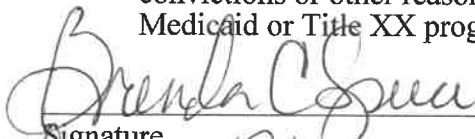
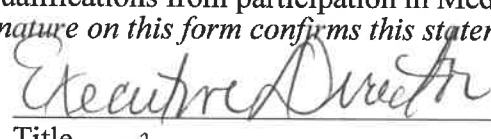
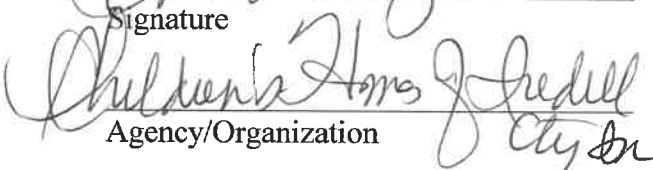
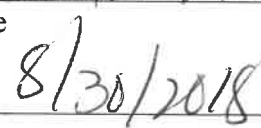
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

 Signature	 Title
 Agency/Organization	 Date

(Certification signature should be same as Contract signature.)

Contractor: Children's Homes of Iredell, Inc.

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the [Taxpayer Advocate Service](#), an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248651232
July 14, 2010 LTR 4168C E0
56-1050648 000000 00

00030623

BODC: TE

CHILDRENS HOMES OF IREDELL COUNTY
INC
PO BOX 451
STATESVILLE NC 28687



020550

Employer Identification Number: 56-1050648
Person to Contact: Mr. Kelley
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 02, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 1973.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Children's Homes of Iredell County, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) PO Box 451	Requester's name and address (optional) Rowan County DSS Lineta Boshard 1813 E. Innes St Zelousburg, NC 28646
6 City, state, and ZIP code Statesville, NC 28687	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	6		1	0	5	0	6	4	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ January 29, 2018
------------------	----------------------------	--------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

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

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

Certifications

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

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

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

- (2) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

- (b) [check **one** of the following boxes]

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

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

(3) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

<u>Childrens Home of Guilford County, Inc</u>	
Contractor's Name	
<u>Brenda C. Speece</u>	<u>8/30/2018</u>
Signature of Contractor's Authorized Agent	Date
<u>BRENDA C. SPEECE</u>	<u>Executive Director</u>
Printed Name of Contractor's Authorized Agent	Title
<u>MM Bpm</u>	<u>Residential Program Manager</u>
Signature of Witness	Title
<u>Kathleen Hogland Bpm</u>	<u>8/30/18</u>
Printed Name of Witness	Date

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

Contractor: Children's Homes of Iredell, Inc.

Attachment N
CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act

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

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

Vendor: _____
By: Brenda C. Speece 8/30/2018
Signature Date
Brenda C. Speece Executive Director
Name Title Printed

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

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services P. O. Box 1825 Statesville, NC 28687 704 878-3900	CONTACT NAME: PHONE (A/C, No, Ext): 704 878-3900 FAX (A/C, No): 866 923-8339 E-MAIL ADDRESS:														
INSURED Childrens Homes of Iredell Co Inc PO Box 451 Statesville, NC 28687	<table border="1"> <thead> <tr> <th data-bbox="803 451 1404 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1404 451 1546 483">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 483 1404 514">INSURER A : Philadelphia Indemnity Insurance Co.</td> <td data-bbox="1404 483 1546 514">18058</td> </tr> <tr> <td data-bbox="803 514 1404 546">INSURER B : Stonewood Insurance Company</td> <td data-bbox="1404 514 1546 546">11828</td> </tr> <tr> <td data-bbox="803 546 1404 577">INSURER C :</td> <td data-bbox="1404 546 1546 577"></td> </tr> <tr> <td data-bbox="803 577 1404 609">INSURER D :</td> <td data-bbox="1404 577 1546 609"></td> </tr> <tr> <td data-bbox="803 609 1404 640">INSURER E :</td> <td data-bbox="1404 609 1546 640"></td> </tr> <tr> <td data-bbox="803 640 1404 663">INSURER F :</td> <td data-bbox="1404 640 1546 663"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Co.	18058	INSURER B : Stonewood Insurance Company	11828	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Indemnity Insurance Co.	18058														
INSURER B : Stonewood Insurance Company	11828														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK1844438	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK1844438	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB636601	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	WC10000669472018A	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	PROF LIABILITY		PHPK1844438	07/01/2018	07/01/2019	\$1,000,000/WRONGFUL ACT \$2,000,000/AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information ** Voluntary Compensation Proprietors/Partners/Executive Officers/Members

Excluded: David Minor, President; Don Koepnick, Secretary/Treasurer; Desiree Watt

** Supplemental Name **

First Supplemental Name applies to all policies - Children's Homes of Iredell County Co., Inc.; Special

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Rowan County DSS
 LINETA BOSTIAN
 1813 E Innes St.
 Salisbury, NC 28146

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Parsons, Jr.

© 1988-2015 ACORD CORPORATION. All rights reserved.

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: Kevin Davis, Airport Director
DATE: 10/5/2018
SUBJECT: Revised Airport Fee Schedule

Request for the Board of Commissioners to approve a Revised Airport Fee Schedule to be implemented on November 1, 2018.

ATTACHMENTS:

Description	Upload Date	Type
Revised Airport Fee Schedule	10/5/2018	Cover Memo

Kevin Davis
Airport Director
Kevin.Davis@rowancountync.gov



Mid-Carolina Reginal Airport
3670 Airport Loop Road • Salisbury, NC 28147
Telephone 704-216-7749 • Fax 704-216-7977

Airport Fee Schedule

Applied to Transient Customers

\$10.00 for GPU engine start, \$30 per hour of usage. The first hour will be waived with a minimum 100-gallon fuel purchase.

\$15.00 per day for tie-downs. The first night's fee is waived with a fuel purchase. After four nights, a charge of \$60.00 for the month will be issued.

\$50.00 for overnight parking for turbine aircrafts, waived with a minimum 100-gallon fuel purchase.

\$150.00 Handling Fee for all turbine aircraft with (1) a maximum gross takeoff weight of 10,000 pounds or more, and (2) which occupies ramp space for more than one hour. This Handling Fee is waived with a minimum 150-gallon fuel purchase.

\$100.00 Handling Fee for (1) all turbine aircraft with a maximum gross takeoff weight of less than 10,000 pounds, and (2) that occupies ramp space for more than one hour. This Handling Fee is waived with a minimum 100-gallon fuel purchase.

Applied to All Customers

\$200.00 for call-in assistance outside standard hours of operation (8 a.m. to 8 p.m.), waived with a minimum 200-gallon fuel purchase.

Payment for all services will be due, no later than, 14 days after they are performed. If payment is not received within 14 days, services will not be provided to that customer.

The Airport's fee schedule will go into effect on November 1, 2018.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Cari Price
DATE: October 8, 2018
SUBJECT: Request to Apply for the NC Science Museum Grant

Animal Services requests permission to apply for the NC Science Museum Grant for Dan Nicholas Park. This grant requires no match from Rowan County. We have been receiving funding from this grant for the past three years.

ATTACHMENTS:

Description	Upload Date	Type
NC Museum Grant Program Budget	10/8/2018	Cover Memo
NC Museum Grant Program Measurable Goals	10/8/2018	Cover Memo

NC Science Museums Grant Program

Rowan Wild Proposed Budget 7/1/2018-6/30/2019

Total Request Amount: \$42,038.81

1. **Educational Staffing** – \$10,500/year X 2 = **\$21,000**

Maintain two part time staff employees year round for Nature Center educational programming at \$10.51/hr X 1998 hrs

Measurable Goal: To continue providing educational programs and summer camps as enhanced and expanded with 2017/2018 grant funding.

2. **Educational Supplies and Equipment** - **\$10,000**

- Summer camp supplies
- Backpack materials
- Educational programming advertisement
- Training/workshops/continuing education
- 18-20' Tipi for use as added classroom
- Radio tracking equipment
- Banners/Rowan Wild logo table runner

Measurable Goal: To equip, enhance and promote educational programming.

3. **Animal exhibit improvements and expansion** - **\$11,038.81**

- Renovate aquatic turtles exhibit
- Design and build a box turtle exhibit for unreleasable turtles
- Raptor bridge cage wire upgrades
- Raccoon exhibit roof upgrades
- Exhibit signage upgrades

Measurable Goal: To make necessary aesthetic and functional improvements to current animal exhibits, and add one new exhibit.

NC Science Museums Grant Program

Rowan Wild Proposed Budget 7/1/2018-6/30/2019

Measurable Goals

Measurable Goal 1: To continue providing educational programs and summer camps as enhanced and expanded with 2017/2018 grant funding.

Objective 1a: To hire and maintain year round a minimum of two education and outreach part time staff .

Measurable Goal 2: To equip, enhance and promote educational programming.

Objective 2a: Buy needed supplies for summer camps

Objective 2b: Buy educational materials to create backpacks for visitors to check out for day visits

Objective 2c: Purchase program/camp advertisement

Objective 2d: Purchase a tipi as an additional education classroom

Objective 2e: Buy tracking equipment to enhance HERP Camp curriculum

Objective 2f: Purchase logo banners and table runner for use with on-site special events and off-site programs and events

Measurable Goal 3: To make necessary aesthetic and functional improvements to current animal exhibits, and add one new exhibit.

Objective 3a: To renovate and upgrade existing exhibits

Objective 3b: To build a new box turtle exhibit

Objective 3c: To upgrade exhibit signage to enhance visitor engagement and experience

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Nina Oliver, Public Health Director
DATE: 10/09/2018
SUBJECT: Health Department Debt Write Off 2017-2018

In June 1998, Rowan County Board of Commissioners adopted the Rowan County Health Department Fee Policies. The policy states as follows, "Outstanding accounts having no payment activity in the last 12 months shall be placed in an inactive status. Any activity in the account shall reinstate the debt for further collection efforts."

We are requesting that the debt write off policy be applied to \$15,651.79 of uncollected debt.

ATTACHMENTS:

Description	Upload Date	Type
Debt Write Off	10/8/2018	Cover Memo

To: Rowan County Board of Commissioners
From: Nina Oliver, Public Health Director
June Miller, Medical Records and Revenue Supervisor
Date: 10/08/2018
Re: Debt Write Off 2017-2018

Situation:

The Rowan County Health Department has completed debt write off preparation for 2017-2018 fiscal year.

Background:

In June 1998, Rowan County Board of Commissioners adopted the Rowan County Health Department Fee Policies. The policy states as follows, "Outstanding accounts having no payment activity in the last 12 months shall be placed in an inactive status. Any activity in the account shall reinstate the debt for further collection efforts."

Assessment:

We request that the debt write off policy be applied to the following services rendered:

- Primary Care Program - \$2051.20
- Family Planning Program - \$3880.90
- Maternal Health Program - \$5496.36
- Child Health Program - \$4223.33

Recommendation:

Despite repeated statements and numerous attempts to collect these debts, there has been no activity in the above referenced accounts since June 2018. Therefore, we request that Rowan County Board of Commissioners approve these write offs totaling \$15,651.79 for 428 accounts.

- Fiscal year 2017-2018 there were 428 accounts totaling \$15,651.79
- Fiscal year 2016-2017 there were 174 accounts totaling \$50,369.91 written off.
- Fiscal year 2014-2015 there were 323 accounts totaling \$68,658.81 written off.

The total amount of money written off has declined each year with the most significant decline occurring this year (2017-2018). This is a result of billing staff collecting more money under the supervision and guide of our Medical Records and Revenue Supervisor.

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: October 8, 2018
SUBJECT: Donation of Surplus EMS Equipment to the City of Salisbury and the Rowan County Rescue Squad

Please see attached information.

Please approve attached information.

ATTACHMENTS:

Description	Upload Date	Type
Donation of Surplus EMS Equipment	10/8/2018	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*
David Sifford, Purchasing Agent *DS*

Re: Donation of Surplus EMS Equipment to the City of Salisbury
and the Rowan County Rescue Squad

Date: October 5, 2018

Attached is an email from Chris Soliz, Emergency Services Chief, requesting that surplus EMS equipment be donated to the City of Salisbury and the Rowan County Rescue Squad. City of Salisbury Fire Department Captain Lauran McCulloh is requesting that the County donate a wheeled stretcher to be used by its new Ambulance Franchise. Rowan County Rescue Squad Chief Eddie Cress is requesting that the County donate a power-lift stretcher and a stair chair to be used on the Squad's ambulances to help prevent employee injuries and provide superior service to patients. G.S. 160A-280 allows the donation of surplus equipment to another governmental unit upon adoption of a Resolution by the Board of Commissioners. The equipment has been removed from service for Rowan County and has been deemed surplus by the Emergency Services Department. Also attached are the formal requests for the equipment from both agencies.

Staff's Recommendation: The Emergency Services Department and the Finance Department recommend that the Board of Commissioners consider declaring the three above mentioned items as surplus and adopting the attached Resolution to approve the donation of a wheeled stretcher to the City of Salisbury Fire Department and a power-lift stretcher and a stair chair to the Rowan County Rescue Squad.



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



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

Rowan County Board of Commissioners

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

RESOLUTION AUTHORIZING DONATION OF EMERGENCY SERVICES EQUIPMENT TO CITY OF SALISBURY FIRE DEPARTMENT AND ROWAN COUNTY RESCUE SQUAD

WHEREAS, emergency services equipment, including a wheeled stretcher, a power-lift stretcher and a stair chair is being declared surplus on October 15, 2018 by the Rowan County Board of Commissioners;

WHEREAS, G.S. 160A-280 allows the Board of Commissioners to donate surplus equipment to another governmental unit upon adoption of a resolution approving the donation;

WHEREAS, the City of Salisbury has requested a wheeled stretcher be donated to the Salisbury Fire Department, and the Rowan County Rescue Squad has requested a power-lift stretcher and a stair chair be donated to the Rescue Squad;

NOW, THEREFORE, BE IT RESOLVED by the Rowan County Board of Commissioners that a wheeled stretcher be donated to the City of Salisbury Fire Department and a power-lift stretcher and a stair chair be donated to the Rowan County Rescue Squad, in accordance with G.S. 160A-280. A public notice was posted at least five days prior to the adoption of this Resolution as required by G.S. 160A-280.

Adopted on this 15th day of October, 2018.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

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

Equal Opportunity Employer



recycled paper

Sifford, David

From: Soliz, Chris A
Sent: Tuesday, August 21, 2018 8:58 AM
To: Sifford, David
Cc: Cooper, Lennie
Subject: Surplus Equipment
Attachments: SFD Ambulance Franchise Memorandum stretcher request.doc; Rescue Squad stretcher request.pdf

David,

Good morning. I have received the formal requests from 2 agencies for stretchers that have been identified as our surplus. These items have been identified as surplus through our ambulance replacement process. Can you please process through normal channels? Please let me know if you need anything further from me.

Thanks for your help,



Chris A. Soliz | Chief
Emergency Services
2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388
[p] 704-216-8920 [c] 704-310-0705 [f] 704-216-7994
www.rowancountync.gov/es



City of Salisbury

Fire Department

Established December 8, 1817

MEMORANDUM

DATE: July 10, 2018

TO: Chief Chris Soliz

VIA: Chief Robert Parnell

FROM: Captain Lauran McCulloh

SUBJECT: Ambulance Franchise

As you know, Salisbury Fire Department (SFD) is starting the Ambulance Franchise process through Rowan County EMS. SFD would like to request a wheeled stretcher out of the County's surplus item list. If you have any further questions on the franchise or items needed for the ambulance certification, you are welcome to contact me. We look forward to serving the community along side of you a step further.

Respectfully,

Lauran S. McCulloh
Fire Captain
Salisbury Fire Department
lshue@salisburync.gov
704-638-5351

P.O. Box 61
1140 Julian Rd.
Salisbury, N.C. 28145-0061

United Way Member Agency



Phone Emergency 911

Business 633-5405

Fax 633-9809

rowanrescue@rowanrescue.org

June 27, 2018

Chief Cooper,

The Rowan County Rescue Squad would respectfully like to request the donation of one Stryker power lift stretcher that you may have available as surplus. The Rescue Squad responds a medic ambulance daily and we still use the old manual type stretchers. Adding a power lift stretcher could help us prevent back injuries. Your consideration to our donation request is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Eddie G. Cress".

Eddie G. Cress, Chief

Rowan Rescue Squad

P.O. Box 61
1140 Julian Rd.
Salisbury, N.C. 28145-0061

United Way Member Agency



Phone Emergency 911

Business 633-5405

Fax 633-9809

rowanrescue@rowanrescue.org

August 22, 2018

Chief Cooper,

The Rowan County Rescue Squad would respectively like to request the donation of one surplus stair chair that you may have available. The Rescue Squad responds 2 medic ambulances daily and we only have 1 stair chair. Adding the 2nd stair chair to M935 could help us prevent back injuries and provide superior service to the patient. Your consideration to our donation request is greatly appreciated.

Sincerely,

Eddie G. Cress, Chief

Rowan Rescue Squad

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Franklin Barnes, RTS Director
DATE: 10/04/18
SUBJECT: Public Hearing for FY 2020 CTP Grant Applications

The North Carolina Public Transportation Division is now accepting Transportation Programs applications for Fiscal Year 2020. The following overview is provided for your consideration at the October 15, 2018 Public Hearing.

ATTACHMENTS:

Description	Upload Date	Type
Grant Applications for consideration Fiscal Year 2020	10/4/2018	Cover Memo
Copies of Required CTP Public Hearing Notices	10/10/2018	Cover Memo

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2020 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital budget Section 5310 program.

WHEREAS, Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of Rowan County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

**** The approved resolution allows the Authorized Representative to receive, sign, and return the contract(s) for the grant(s) applied for without the contract(s) resubmitted to the applicants Board for review.**

I (Certifying Official's Name)* _____ (Certifying Official's Title) _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

*Notary Public **

Printed Name and Address

My commission expires (date) _____

Affix Notary Seal Here

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

Rowan County Board of Commissioners **PUBLIC NOTICE**

The Rowan County Board of Commissioners will hold a public hearing on October 15, 2018 during the 6:00 pm meeting to be held in the J. Newton Cohen Sr. Room, located in the Rowan County Administration Building, 130 West Innes Street, Salisbury, NC. Those interested in attending the public hearing and needing either auxiliary aids and services under the American with Disabilities Act (ADA) or a language translator should contact Carolyn Barger, Clerk to the Board, on or before October 15, 2018.

The purpose of the hearing is to receive comments on FY'2020 Community Transportation Program [CTP] grant applications (5307, 5310, 5311, and Combined Capital) that will be submitted to the NC Public Transportation Division before November 2, 2018. Rowan County will apply for Administrative, Operating and Capital funding to support the coordination of community transportation strategies and to acquire the necessary equipment to provide transit services in Rowan County. Rowan Transit System (RTS) is proposing the continuation of transit services for rural general public passengers and human service agencies. RTS will use service designs of demand response, subscription trips, and referrals to other community transportation providers. The project will use both standard vans and conversion vehicles with lifts. The Rowan County application will apply for an estimated \$236,672 in administrative funds, \$192,500 in capital funds and \$160,000 in operating funds. Transportation program grants require a 15% local match for Administrative funds 10% match for capital funds and 50% match for Operating funds. Each program, project period is for July 1, 2019 to June 30, 2020. Applications are open for public inspection and comment from October 2, 2018 until October 15, 2018. Copies of the application may be obtained by contacting Franklin Barnes, RTS Director, at the Rowan County Transportation Department, 2726 Old Concord Rd, Salisbury, NC 28146 or by telephone at 704-216-8889. Written comments may also be directed to Mr. Barnes at the same address.

This the 2nd day of October 2018.

Carolyn Barger, MMC, NCMCC
Clerk to the Board
Board of Commissioners

Equal Opportunity Employer



recycled paper

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

Condado de Rowan Junta de Comisionados **NOTIFICACION PÚBLICA**

La Junta de Comisionados del Condado de Rowan tendrá una audiencia pública el 15 de Octubre del 2018 durante la reunión que se efectuará en el Edificio Administrativo del Condado de Rowan. Dicha reunión será a las 6:00 pm en el J. Newton Cohen Sr. Room, localizado en 130 West Innes Street, Salisbury, NC. Los interesados en asistir a la audiencia pública y/o necesiten ayuda auxiliar y servicios bajo El Acta para los Estadounidenses con Discapacidades (ADA) o un traductor de lenguaje, deben comunicarse con Carolyn Barger, Secretaria de la Junta, en o antes del 15 de Octubre del 2018.

El propósito de la audiencia es para recibir comentarios en FY'2020 sobre el Programa de Transportación para la Comunidad [CTP] solicitud de subsidios (5307, 5310, 5311, y Capital Combinado) que serán sometidos a la División de Transportación Público de NC antes del 2 de Noviembre del 2018. El condado de Rowan aplicará para fondos Administrativos y Capitales para apoyar la coordinación de las estrategias de transportación en la comunidad y poder adquirir los equipos necesarios para proveer Servicios de Tránsito en el Condado de Rowan. RTS propone la continuación de servicios de tránsito para pasajeros públicos rurales y agencias de servicios humanos. RTS usará diseños de servicios en respuestas a la demanda, viajes de suscripción y referidos a otros proveedores de transportación a la comunidad. El proyecto usará furgonetas estándares y vehículos de conversión con levantadores. El Condado de Rowan aplicará una cantidad estimada de \$236,672 en fondos administrativos, \$192,500 en fondos capitales y \$160,000 en fondos operativos. El Programa de Subsidio a la Transportación requiere una igualación de un 15% para fondos locales Administrativos, un 10% para fondos Capitales y un 50% para fondos Operativos. El periodo de proyección para cada programa es de Julio 1 2019 a Junio 30 2020. Las aplicaciones están abiertas para inspección pública y comentarios desde Octubre 2, 2018 hasta Octubre 15, 2018. Copias de la aplicación pueden obtenerse comunicándose con Franklin Barnes, Director de RTS, en el Departamento de Transportación del Condado de Rowan, 2726 Old Concord Rd, Salisbury, NC 28146 o por teléfono al 704-216-8889. Comentarios por escrito también pueden ser dirigidos al Sr. Barnes en la misma dirección.

Este día 2 de Octubre 2018

Carolyn Barger, MMC, NCMCC
Secretaria de Junta
Comisionados del Condado de Rowan



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Commissioner Craig Pierce
DATE:
SUBJECT: Public Hearing for Proposed Text Amendments to Chapter 5 (Animals) of the Rowan County Code of Ordinances

ATTACHMENTS:

Description	Upload Date	Type
Proposed Text Amendments	10/8/2018	Cover Memo



Rowan County Board of Commissioners
130 West Innes Street, Salisbury, NC 28144
(704) 216-8180

To: Rowan County Board Commissioners
From: Commissioner Craig Pierce
Date: September 26, 2018
Subject: Request to Schedule Public Hearing for October 15, 2018 to Consider Text Amendments for Restraint of Non-vicious Animals

I would like for the Board to schedule a public hearing for October 15, 2018 to consider text amendments to Chapter 5 of the Animal Control Ordinance, for the restraint of non-vicious animals.

I am requesting to add the following **highlighted** sentences to Section 5-36:

- (a) Sufficient restraint shall include, but is not be limited to, restraint by a leash attached to a harness or collar, or similar effective or humane device that is physically capable of restraining an animal, or confinement indoors or within a cage suitable for the animal, fence, or similar secure enclosure or temporarily in a vehicle for travel whether the vehicle is in motion or stopped. Electronic control devices such as correction collars are not considered restraint off of the owners property. **Acceptable leash length in constricted public spaces including sidewalks and other public pathways where people and pets are in close proximity to each other shall not exceed six feet in length. In larger public spaces that are open such as fields, leash length up to a maximum of sixteen feet is acceptable.** Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper.

If you have any questions, please contact me.

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: October 5, 2018
SUBJECT: Public Hearing for FDPO 01-18

As part of a continued effort by the North Carolina Department of Public Safety (NCDPS) to maintain flood maps that accurately reflect associated flood risks, periodic updates to the maps are anticipated throughout the state based on need and available funding. The portions of preliminary maps issued to Cabarrus County which extend within Rowan County require adoption prior to the effective map date of November 16, 2018. It is our understanding the remaining map updates for Rowan County should be issued in 2019 and will require subsequent adoption.

The 2009 FDPO mirrored the NCDPS model ordinance, which was deemed compliant by the Federal Emergency Management Agency (FEMA) for communities to participate in the National Flood Insurance Program. Since this time, several changes have been identified to the model ordinance and must be incorporated within our FDPO to remain FEMA compliant.

Of the four (4) DFIRM panels [Panel numbers 5604, 5614, 5624, & 5634] that extend within Rowan County's jurisdiction, staff identified one parcel where the flood boundary changes (see enclosed maps). Tax Parcel 249D-072, owned by Michael Watt located at 4747 Rainbow Dr. Kannapolis, contains existing areas of flood plain associated with Fisher Town Branch noted on the Cabarrus maps. Preliminary maps show this area widening but also extending approximately 116 feet from the previous flood map boundary location. As an aside, it is highly likely the flood plain area will continue further into the Watt property once the Rowan maps are released.

Receive staff report, conduct public hearing, and approve / deny / table FDPO 01-18

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/5/2018	Exhibit
GIS Map	10/5/2018	Exhibit
Watt Map	10/5/2018	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 the Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: October 5, 2018
RE: **FDPO 01-18**

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Conduct public hearing ☐ Close hearing & discuss ☐ Motion to Approve / Deny / Table **FDPO 01-18**

BACKGROUND

On May 4, 2009, Rowan County adopted a new Flood Damage Prevention Ordinance (FDPO) along with Digital Flood Insurance Rate Maps (DFIRM) for the areas outside our ten (10) municipalities and their Extra Territorial Jurisdictions. This served as a significant shift from 1979 paper maps to digital data established with improved technologies and also accounted for 30 years of development affecting map boundaries and flood elevations.

As part of a continued effort by the North Carolina Department of Public Safety (NCDPS) to maintain flood maps that accurately reflect associated flood risks, periodic updates to the maps are anticipated throughout the state based on need and available funding. The portions of preliminary maps issued to Cabarrus County which extend within Rowan County require adoption prior to the effective map date of November 16, 2018. It is our understanding the remaining map updates for Rowan County should be issued in 2019 and will require subsequent adoption.

The 2009 FDPO mirrored the NCDPS model ordinance, which was deemed compliant by the Federal Emergency Management Agency (FEMA) for communities to participate in the National Flood Insurance Program. Since this time, several changes have been identified to the model ordinance and must be incorporated within our FDPO to remain FEMA compliant.

**PROPOSED MAP AND
ORDINANCE CHANGES**

Of the four (4) DFIRM panels [Panel numbers 5604, 5614, 5624, & 5634] that extend within Rowan County's jurisdiction, staff identified one parcel where the flood boundary changes (see enclosed maps). Tax Parcel 249D-072, owned by Michael Watt located of 4747 Rainbow Dr. Kannapolis, contains existing areas of flood plain associated with Fisher Town Branch noted on the Cabarrus maps. Preliminary maps show this area widening but also extending approximately 116 feet from the previous flood map boundary location. As an aside, it is highly likely the flood plain area will continue further into the Watt property once the Rowan maps are released.

Mr. Watt has been notified of the courtesy hearing to consider the DFIRM and ordinance changes. No other identifiable changes to the maps were observed within these overlapping Cabarrus County panels.

The following ordinance language is predominantly needed for clarification, while others could be classified as new regulations. However, no new standards proposed are considered optional or "higher standards" by NCDPS.

Text proposed for deletion appear ~~highlighted with strikeouts~~ while new text appear as **bold red text**.

Chapter 9 FLOOD DAMAGE PREVENTION*

***Editor's note:** Articles 1--6 of an ordinance adopted May 4, 2009, is being treated as superseding the provisions adopted May 20, 2002 from which Ch. 9, §§ 9-1--9-15, 9-31--9-35, 9-61--9-64 derived.

Cross references: Buildings, Ch. 7; licenses, Ch. 10; mobile homes, Ch. 13; planning and development, Ch. 17; soil erosion and sedimentation, Ch. 18; watershed protection, Ch. 20; zoning, Ch. 21; mobile home parks in floodplains, § 13-80.

State law references: Floodplain regulation, G.S. 143-215.51 et seq.; special assessments for flood protection works, G.S. 153A-185 et seq.

Article I. Statutory Authorization, Findings of Fact, Purpose and Objectives

Sec. 9-1. Statutory authorization.

Sec. 9-2. Findings of fact.

Sec. 9-3. Statement of purpose.

Sec. 9-4. Objectives.

Sec. 9-5. Definitions.

Sec. 9-6. Lands to which this chapter applies.

Sec. 9-7. Basis for establishing the special flood hazard areas.

Sec. 9-8. Establishment of floodplain development permit.

Sec. 9-9. Compliance.

Sec. 9-10. Abrogation and greater restrictions.

Sec. 9-11. Interpretation.

Sec. 9-12. Warning and disclaimer of liability.

Sec. 9-13. Penalties for violation.

Secs. 9-14--9-30. Reserved.

Article II. Administration.

Sec. 9-31. Designation of floodplain administrator.

Sec. 9-32. Floodplain development application, permit and certification requirements.

Sec. 9-33. Duties and responsibilities of the floodplain administrator.

Sec. 9-34. Corrective procedures.

Sec. 9-35. Variance procedures.

Secs. 9-36--9-50. Reserved.

Article III. Provisions For Flood Hazard Reduction

Sec. 9-51. General standards.

Sec. 9-52. Specific standards.

Sec. 9-53. Reserved.

Sec. 9-54. Standards for floodplains without established base flood elevations.

Sec. 9-55. Standards for riverine floodplains with base flood elevations but without established floodways or non-encroachment areas.

Sec. 9-56. Floodways and non-encroachment areas.

Secs. 9-57--9-75. Reserved.

Article IV. Legal Status Provisions

Staff Comments

1 Sec. 9-76. Effect on rights and liabilities under the existing flood damage prevention
2 ordinance.
3 Sec. 9-77. Effect upon outstanding floodplain development permits.
4 Sec. 9-78. Severability.
5 Sec. 9-79. Effective date.
6

7 **ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT,**
8 **PURPOSE AND OBJECTIVES**
9

10 **Sec. 9-1. Statutory authorization.**
11

12 The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter
13 143; Parts 3 and 4 of Article 18 of Chapter 153A; and Part 121, Article 6 of Chapter
14 153A of the North Carolina General Statutes, delegated to local governmental units
15 the responsibility to adopt regulations designed to promote the public health, safety,
16 and general welfare.
17

18 **Therefore, the Board of Commissioners of Rowan County, North Carolina,**
19 **does ordain as follows:**
20

21 (Ord. of 5-4-09, art. 1, § A)
22

23 **Sec. 9-2. Findings of fact.**
24

25 (1) The floodprone areas within the jurisdiction of Rowan County are subject to
26 periodic inundation which results in loss of life, property, health and safety
27 hazards, disruption of commerce and governmental services, extraordinary
28 public expenditures of flood protection and relief, and impairment of the tax
29 base, all of which adversely affect the public health, safety, and general
30 welfare.
31

32 (2) These flood losses are caused by the cumulative effect of obstructions in
33 floodplains causing increases in flood heights and velocities and by the
34 occupancy in floodprone areas of uses vulnerable to floods or other hazards.
35

36 (Ord. of 5-4-09, art. 1, § B)
37

38 **Sec. 9-3. Statement of purpose.**
39

40 It is the purpose of this chapter to promote public health, safety, and general welfare
41 and to minimize public and private losses due to flood conditions within floodprone
42 areas by provisions designed to:
43

44 (1) Restrict or prohibit uses that are dangerous to health, safety, and property due
45 to water or erosion hazards or that result in damaging increases in erosion,
46 flood heights or velocities;
47

Language from model ordinance

Staff Comments

- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

(Ord. of 5-4-09, art. 1, § C)

Sec. 9-4. Objectives.

The objectives of this chapter are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in floodprone areas;
- (6) Minimize damage to private and public property due to flooding;**
- (7) Make flood insurance available to the community through the National Flood Insurance Program;**
- (8) Maintain the natural and beneficial functions of floodplains;**
- (9) Help maintain a stable tax base by providing for the sound use and development of floodprone areas; and**
- (10) Ensure that potential buyers are aware that property is in a special flood hazard area.**

(Ord. of 5-4-09, art. 1, § D)

Sec. 9-5. Definitions.

Model ordinance language. No new standards or requirements as a result of additional objective cited.

Staff Comments

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Accessory structure (appurtenant structure) means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure.

Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition (to an existing building) means an extension or increase in the floor area or height of a building or structure.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.

~~*Area of shallow flooding means a designated zone AO on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.*~~

Area of special flood hazard: See "special flood hazard area (SFHA)".

Base flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means a determination of the water surface elevations of the base flood as published in the flood insurance study. When the BFE has not been provided in a "special flood hazard area", it may be obtained from engineering studies available from a federal, state, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "freeboard", establishes the "regulatory flood protection elevation".

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building: See "Structure".

Model ordinance change to define this modification which is currently referenced in the ordinance but not defined.

Not necessary since the county does not have AO zones.

Staff Comments

1 *Chemical storage facility* means a building, portion of a building, or exterior area
 2 adjacent to a building used for the storage of any chemical or chemically reactive
 3 products.

4
 5 ***Design Flood: See “Regulatory Flood Protection Elevation”.***

6
 7 *Development* means any manmade change to improved or unimproved real estate,
 8 including, but not limited to, buildings or other structures, mining, dredging, filling,
 9 grading, paving, excavation or drilling operations, or storage of equipment or
 10 materials.

11
 12 ***Development Activity means any activity defined as Development which will***
 13 ***necessitate a Floodplain Development Permit. This includes buildings,***
 14 ***structures, and non-structural items, including (but not limited to) fill,***
 15 ***bulkheads, piers, pools, docks, landings, ramps, and erosion***
 16 ***control/stabilization measures.***

17
 18 ***Digital Flood Insurance Rate Map (DFIRM) means the digital official map of a***
 19 ***community, issued by the Federal Emergency Management Agency (FEMA),***
 20 ***on which both the Special Flood Hazard Areas and the risk premium zones***
 21 ***applicable to the community are delineated.***

22
 23 *Disposal* means, as defined in G.S. 130A-290(a)(6), the discharge, deposit, injection,
 24 dumping, spilling, leaking, or placing of any solid waste into or on any land or water
 25 so that the solid waste or any constituent part of the solid waste may enter the
 26 environment or be emitted into the air or discharged into any waters, including
 27 groundwaters.

28
 29 *Elevated building* means a non-basement building which has its lowest elevated
 30 floor raised above ground level by foundation walls, shear walls, posts, piers,
 31 pilings, or columns.

32
 33 *Encroachment* means the advance or infringement of uses, fill, excavation,
 34 buildings, structures or development into a floodplain, which may impede or alter
 35 the flow capacity of a floodplain.

36
 37 ***Existing building and existing structure means any building and/or structure for***
 38 ***which the “start of construction” commenced before December 17, 1979***
 39 ***(adoption of first floodplain management ordinance).***

40
 41 *Existing manufactured home park or manufactured home subdivision means a*
 42 *manufactured home park or subdivision for which the construction of facilities for*
 43 *servicing the lots on which the manufactured homes are to be affixed (including, at a*
 44 *minimum, the installation of utilities, the construction of streets, and either final site*
 45 *grading or the pouring of concrete pads) was completed before the initial effective*
 46 *date of the floodplain management regulations adopted by the community.*
 47

Current ordinance references development “activity”. Definition added here for additional clarification.

Terminology used to distinguish current flood data in digital form from previous versions, which were on printed maps only.

Definition used to supplement use of “pre-firm” structure which existed prior to the initial flood ordinance adopted December 17, 1979.

Staff Comments

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters; and/or

(2) The unusual and rapid accumulation of runoff of surface waters from any source.

~~*Flood boundary and floodway map (FBFM)* means an official map of a community, issued by the Federal Emergency Management Agency, on which the special flood hazard areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the flood insurance rate map (FIRM).~~

~~*Flood hazard boundary map (FHBM)* means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the special flood hazard areas have been defined as zone A.~~

Flood insurance means the insurance coverage provided under the National Flood Insurance Program.

Flood insurance rate map (FIRM) means an official map of a community, issued by the Federal Emergency Management Agency, on which both the special flood hazard areas and the risk premium zones applicable to the community are delineated.

Flood insurance study (FIS) means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the Federal Emergency Management Agency. The flood insurance study report includes flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs), if published.

Floodprone area: see "Floodplain".

Flood zone means a geographical area shown on a flood hazard boundary map or flood insurance rate map that reflects the severity or type of flooding in the area.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain development permit means any type of permit that is required in conformance with the provisions of this chapter, prior to the commencement of any development activity.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to,

Terms referenced the predecessor maps to digital flood maps.

Staff Comments

1 emergency preparedness plans, flood control works, floodplain management
2 regulations, and open space plans.

3
4 *Floodplain management regulations* means this chapter and other zoning ordinances,
5 subdivision regulations, building codes, health regulations, special purpose
6 ordinances, and other applications of police power. This term describes federal, state
7 or local regulations, in any combination thereof, which provide standards for
8 preventing and reducing flood loss and damage.

9
10 *Flood proofing* means any combination of structural and non-structural additions,
11 changes, or adjustments to structures which reduce or eliminate flood damage to real
12 estate or improved real property, water and sanitation facilities, structures, and their
13 contents.

14
15 ***Flood-resistant material means any building product [material, component or***
16 ***system] capable of withstanding direct and prolonged contact (minimum 72***
17 ***hours) with floodwaters without sustaining damage that requires more than***
18 ***low-cost cosmetic repair. Any material that is water-soluble or is not resistant***
19 ***to alkali or acid in water, including normal adhesives for above-grade use, is***
20 ***not flood-resistant. Pressure-treated lumber or naturally decay-resistant***
21 ***lumpers are acceptable flooring materials. Sheet-type flooring coverings that***
22 ***restrict evaporation from below and materials that are impervious, but***
23 ***dimensionally unstable are not acceptable. Materials that absorb or retain***
24 ***water excessively after submergence are not flood-resistant. Please refer to***
25 ***Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and***
26 ***available from the FEMA. Class 4 and 5 materials, referenced therein, are***
27 ***acceptable flood-resistant materials.***

28
29 *Floodway* means the channel of a river or other watercourse, **including the area**
30 **above a bridge or culvert when applicable**, and the adjacent land areas that must
31 be reserved in order to discharge the base flood without cumulatively increasing the
32 water surface elevation more than one (1) foot.

33
34 ***Floodway encroachment analysis means an engineering analysis of the impact***
35 ***that a proposed encroachment into a floodway or non-encroachment area is***
36 ***expected to have on the floodway boundaries and flood levels during the***
37 ***occurrence of the base flood discharge. The evaluation shall be prepared by a***
38 ***qualified North Carolina licensed engineer using standard engineering methods***
39 ***and models.***

40
41 *Freeboard* means the height added to the base flood elevation (BFE) to account for
42 the many unknown factors that could contribute to flood heights greater than the
43 height calculated for a selected size flood and floodway conditions, such as wave
44 action, blockage of bridge openings, and the hydrological effect of urbanization of
45 the watershed. The base flood elevation plus the freeboard establishes the
46 "regulatory flood protection elevation".
47

Definition necessary to explain and reference acceptable materials in applications below the flood protection elevation. Ordinance currently reference flood resistant materials.

Clarification

Simple definition used to indicate these encroachments require an NC engineer review.

Staff Comments

1 *Functionally dependent facility* means a facility which cannot be used for its
 2 intended purpose unless it is located in close proximity to water, limited to a docking
 3 or port facility necessary for the loading and unloading of cargo or passengers,
 4 shipbuilding, or ship repair. The term does not include long-term storage,
 5 manufacture, sales, or service facilities.

6
 7 *Hazardous waste management facility* means, as defined in G.S. 130A, Article 9, a
 8 facility for the collection, storage, processing, treatment, recycling, recovery, or
 9 disposal of hazardous waste.

10
 11 *Highest adjacent grade (HAG)* means the highest natural elevation of the ground
 12 surface, prior to construction, immediately next to the proposed walls of the
 13 structure.

14
 15 *Historic structure* means any structure that is:

16
 17 (a) Listed individually in the National Register of Historic Places (a listing
 18 maintained by the U.S. Department of Interior) or preliminarily determined
 19 by the Secretary of Interior as meeting the requirements for individual listing
 20 on the National Register;

21
 22 (b) Certified or preliminarily determined by the Secretary of Interior as
 23 contributing to the historical significance of a registered historic district or a
 24 district preliminarily determined by the Secretary to qualify as a registered
 25 historic district;

26
 27 (c) Individually listed on a local inventory of historic landmarks in
 28 communities with a "Certified Local Government (CLG) Program"; or

29
 30 (d) Certified as contributing to the historical significance of a historic district
 31 designated by a community with a "Certified Local Government (CLG)
 32 Program".

33 Certified Local Government (CLG) Programs are approved by the U.S.
 34 Department of the Interior in cooperation with the North Carolina
 35 Department of Cultural Resources through the State Historic Preservation
 36 Officer as having met the requirements of the National Historic Preservation
 37 Act of 1966 as amended in 1980.

38
 39 ***Letter of Map Change (LOMC)* means an official determination issued by FEMA**
 40 ***that amends or revises an effective Flood Insurance Rate Map or Flood***
 41 ***Insurance Study. Letters of Map Change include:***

42
 43 (a) ***Letter of Map Amendment (LOMA): An official amendment, by***
 44 ***letter, to an effective National Flood Insurance Program map. A LOMA***
 45 ***is based on technical data showing that a property had been***
 46 ***inadvertently mapped as being in the floodplain, but is actually on***
 47 ***natural high ground above the base flood elevation. A LOMA amends***
 48 ***the current effective Flood Insurance Rate Map and establishes that a***

Terminology used to
reference types of
requests to FEMA.

Staff Comments

specific property, portion of a property, or structure is not located in a special flood hazard area.

(b) **Letter of Map Revision (LOMR):** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(c) **Letter of Map Revision Based on Fill (LOMR-F):** A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(d) **Conditional Letter of Map Revision (CLOMR):** A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light Duty Truck means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

(a) **Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or**

(b) **Designed primarily for transportation of persons and has a capacity of more than 12 persons; or**

(c) **Available with special features enabling off-street or off-highway operation and use.**

Lowest adjacent grade (LAG) means the elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Terminology used to reference types of requests to FEMA.

Defines the type of truck referenced in the RV definition.

Staff Comments

1 *Manufactured home park or subdivision* means a parcel (or contiguous parcels) of
 2 land divided into two (2) or more manufactured home lots for rent or sale.
 3

4 *Market value* means the building value, not including the land value and that of any
 5 accessory structures or other improvements on the lot. Market value may be
 6 established by independent certified appraisal; replacement cost depreciated for age
 7 of building and quality of construction (actual cash value); or adjusted tax assessed
 8 values.
 9

10 ~~*Mean sea level* means, for purposes of this chapter, the National Geodetic Vertical~~
 11 ~~*Datum (NGVD) as corrected in 1929, the North American Vertical Datum (NAVD)*~~
 12 ~~*as corrected in 1988, or other vertical control datum used as a reference for*~~
 13 ~~*establishing varying elevations within the floodplain, to which Base Flood*~~
 14 ~~*Elevations (BFEs) shown on a FIRM are referenced. Refer to each FIRM panel to*~~
 15 ~~*determine datum used.*~~
 16

17 *New construction* means structures for which the "start of construction" commenced
 18 on or after the effective date of the initial floodplain management regulations and
 19 includes any subsequent improvements to such structures.
 20

21 *Non-encroachment area* means the channel of a river or other watercourse and the
 22 adjacent land areas that must be reserved in order to discharge the base flood without
 23 cumulatively increasing the water surface elevation more than one (1) foot as
 24 designated in the flood insurance study report.
 25

26 *Post-FIRM* means construction or other development for which the "start of
 27 construction" occurred on or after the effective date of the initial flood insurance rate
 28 map.
 29

30 *Pre-FIRM* means construction or other development for which the "start of
 31 construction" occurred before the effective date of the initial flood insurance rate
 32 map.
 33

34 *Principally above ground* means that at least fifty-one (51) percent of the actual cash
 35 value of the structure is above ground.
 36

37 *Public safety and/or nuisance* means anything which is injurious to the safety or
 38 health of an entire community or neighborhood, or any considerable number of
 39 persons, or unlawfully obstructs the free passage or use, in the customary manner, of
 40 any navigable lake, or river, bay, stream, canal, or basin.
 41

42 *Recreational vehicle (RV)* means a vehicle, which is:
 43

44 (a) Built on a single chassis;
 45

46 (b) Four hundred (400) square feet or less when measured at the largest
 47 horizontal projection;
 48

Reference removed in
model ordinance in
favor of referencing
NAVD 88 datum where
needed

(c) Designed to be self-propelled or permanently towable by a light duty truck; **and**

(d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use; **and**

(e) Is fully licensed and ready for highway use.

Reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within all special flood hazard areas. For the purposes of this definition, the reference level for slab construction is measured from the top of the lowest floor.

Regulatory flood protection elevation means the "base flood elevation" plus the "freeboard". In "special flood hazard areas" where base flood elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard. In "special flood hazard areas" where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

Remedy a violation means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Salvage yard means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

Solid waste disposal facility means any facility involved in the disposal of solid waste, as defined in G.S. 130A-290(a)(35).

Solid waste disposal site means, as defined in G.S. 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

Special flood hazard area (SFHA) means the land in the floodplain subject to a one (1) percent or greater chance of being flooded in any given year, as determined in section 9-7 of this chapter.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within

Staff Comments

Model ordinance

Staff Comments

one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

Substantial damage means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. See definition of "substantial improvement".

Substantial improvement means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or

(b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure **and the alteration is approved by variance issued pursuant to section 9-35 of this ordinance.**

***Technical Bulletin and Technical Fact Sheet* means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create**

This term is referenced in the definition of flood resistant materials.

1 **regulations; rather they provide specific guidance for complying with the**
 2 **minimum requirements of existing NFIP regulations.**

3
 4 ***Temperature Controlled* means having the temperature regulated by a heating**
 5 **and/or cooling system, built-in or appliance.**

6
 7 *Variance* is a grant of relief from the requirements of this chapter.

8
 9 *Violation* means the failure of a structure or other development to be fully compliant
 10 with the community's floodplain management regulations. A structure or other
 11 development without the elevation certificate, other certifications, or other evidence
 12 of compliance required in articles II and III is presumed to be in violation until such
 13 time as that documentation is provided.

14
 15 *Water surface elevation (WSE)* means the height, in relation to mean sea level, of
 16 floods of various magnitudes and frequencies in the floodplains of riverine areas.

17
 18 *Watercourse* means a lake, river, creek, stream, wash, channel or other topographic
 19 feature on or over which waters flow at least periodically. Watercourse includes
 20 specifically designated areas in which substantial flood damage may occur.

21
 22 (Ord. of 5-4-09, art. 2; Amend. of 9-6-11)

23 24 **Sec. 9-6. Lands to which this chapter applies.**

25
 26 This chapter shall apply to all special flood hazard areas within the jurisdiction of
 27 Rowan County excluding the extra territorial jurisdictions (ETJs) therein.

28
 29 (Ord. of 5-4-09, art. 3, § A)

30 31 **Sec. 9-7. Basis for establishing the special flood hazard areas.**

32
 33 The special flood hazard areas are those identified under the cooperating technical
 34 state (CTS) agreement between the State of North Carolina and FEMA in its flood
 35 insurance study (FIS) **dated October 1, 2018 and its accompanying flood insurance**
 36 **rate maps (FIRM), for Rowan County dated June 16, 2009, and associated DFIRM**
 37 **panels, including any digital data developed as part of the FIS, which are**
 38 **adopted by reference and declared to be a part of this chapter. Future revisions to**
 39 **the FIS and DFIRM panels that do not change flood hazard data within the**
 40 **jurisdictional authority of Rowan County are also adopted by reference and**
 41 **declared a part of this ordinance. Subsequent Letter of Map Revisions**
 42 **(LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3**
 43 **months.**

44
 45 **The initial flood insurance rate maps are as follows for the jurisdictional areas at the**
 46 **initial date:**

47
 48 **Rowan County Unincorporated Area, dated November 1, 1979**

Staff Comments

Existing standards for
 accessory structures
 reference this term,
 which is not defined.

Date reflects 4 revised
 panels that extend
 within Rowan County.

Future revisions that do
 not entail revised flood
 boundaries or increased
 elevations are
 automatically included.

Staff Comments

Dates no longer needed

1 ~~Town of China Grove Incorporated Area, dated March 29, 1978~~
 2 ~~Town of East Spencer Incorporated Area, dated July 3, 1978~~
 3 ~~Town of Faith Incorporated Area, dated July 3, 1978~~
 4 ~~Town of Granite Quarry Incorporated Area, dated September 15, 1978~~
 5 ~~Town of Landis Incorporated Area, dated July 3, 1978~~
 6 ~~Town of Rockwell Incorporated Area, dated May 15, 1978~~
 7 ~~City of Salisbury Incorporated Area, dated May 15, 1980~~
 8 ~~Town of Spencer Incorporated Area, dated September 29, 1978~~
 9

10 (Ord. of 5-4-09, art. 3, § B)

11
12 **Sec. 9-8. Establishment of floodplain development permit.**

13
14 A floodplain development permit shall be required in conformance with the
15 provisions of this chapter prior to the commencement of any development activities
16 within special flood hazard areas determined in accordance with the provisions of
17 section 9-7 of this chapter.

18
19 (Ord. of 5-4-09, art. 3, § C)

20
21 **Sec. 9-9. Compliance.**

22
23 No structure or land shall hereafter be located, extended, converted, altered, or
24 developed in any way without full compliance with the terms of this chapter and
25 other applicable regulations.

26
27 (Ord. of 5-4-09, art. 3, § D)

28
29 **Sec. 9-10. Abrogation and greater restrictions.**

30
31 This chapter is not intended to repeal, abrogate, or impair any existing easements,
32 covenants, or deed restrictions. However, where this chapter and another conflict or
33 overlap, whichever imposes the more stringent restrictions shall prevail.

34
35 (Ord. of 5-4-09, art. 3, § E)

36
37 **Sec. 9-11. Interpretation.**

38
39 In the interpretation and application of this chapter, all provisions shall be:

- 40
41 (a) Considered as minimum requirements;
42
43 (b) Liberally construed in favor of the governing body; and
44
45 (c) Deemed neither to limit nor repeal any other powers granted under state
46 statutes.

47
48 (Ord. of 5-4-09, art. 3, § F)

Sec. 9-12. Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Rowan County or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. of 5-4-09, art. 3, § G)

Sec. 9-13. Penalties for violation.

Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than fifty dollars (\$50.00) or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Rowan County from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. of 5-4-09, art. 3, § H)

Secs. 9-14--9-30. Reserved.**ARTICLE II. ADMINISTRATION****Sec. 9-31. Designation of floodplain administrator.**

The director of planning and development, hereinafter referred to as the "floodplain administrator", is hereby appointed to administer and implement the provisions of this chapter.

(Ord. of 5-4-09, art. 4, § A)

Sec. 9-32. Floodplain development application, permit and certification requirements.

(1) *Application requirements.* Application for a floodplain development permit shall be made to the floodplain administrator prior to any development activities located within or adjacent to special flood hazard areas. **All elevations referenced must use NAVD 88 datum.** The following items shall be presented to the floodplain administrator to apply for a floodplain development permit:

Terminology revised to indicate the desired datum rather than the term mean sea level referenced below.

Staff Comments

(a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:

(i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;

(ii) The boundary of the special flood hazard area as delineated on the FIRM or other flood map as determined in section 9-7, or a statement that the entire lot is within the special flood hazard area;

(iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in section 9-7;

(iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in section 9-7;

(v) The base flood elevation (BFE) where provided as set forth in section 9-7, section 9-33 or section 9-54;

(vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and

(vii) The certification of the plot plan by a professional land surveyor or professional engineer. In lieu of this requirement, the floodplain administrator may provide necessary certifications for development adjacent to but not within the special flood hazard area.

(b) Proposed elevation, and method thereof, of all development within a special flood hazard area including, but not limited to:

(i) Elevation ~~in relation to mean sea level~~ of the proposed reference level (including basement) of all structures;

(ii) Elevation ~~in relation to mean sea level~~ to which any non-residential structure in zone AE or A will be floodproofed; and

(iii) Elevation ~~in relation to mean sea level~~ to which any proposed utility systems will be elevated or floodproofed.

- (c) If floodproofing, a floodproofing certificate (FEMA Form 81-65) with supporting data, an operational plan, and an inspection and maintenance plan that includes, but is not limited to, installation, exercise, and maintenance of floodproofing measures.
- (d) A foundation plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this chapter are met. These details include, but are not limited to:
- (i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with subsection **9-32 9-52**(4)(c) when solid foundation perimeter walls are used in zones A, **or AE, and A1-30.**
- (e) Usage details of any enclosed areas below the lowest floor.
- (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (g) Certification that all other local, state and federal permits required prior to floodplain development permit issuance have been received.
- (h) Documentation for placement of recreational vehicles and/or temporary structures, when applicable, to ensure that the provisions of subsections **9-32 9-52** (6) and (7) of this chapter are met.
- (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.
- (2) *Permit requirements.* The floodplain development permit shall include, but not be limited to:
- (a) A **complete** description of **all** the development to be permitted under the floodplain development permit (**e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.**).

Staff Comments

Incorrect reference. Only AE zones are present in the county but at the recommendation of NCDPS staff, "A" zone reference should be kept should any future ones be established.

Incorrect reference.

No new standard. Only elaboration.

Staff Comments

(b) The special flood hazard area determination for the proposed development in accordance with available data specified in section 9-7.

(c) The regulatory flood protection elevation required for the reference level and all attendant utilities.

(d) The regulatory flood protection elevation required for the protection of all public utilities.

(e) All certification submittal requirements with timelines.

(f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse **unless the requirements of section 9-56 have been met, as applicable.**

(g) The flood openings requirements, if in zones A, **or AE or A1-30.**

(h) Limitations of below base flood elevation (BFE) enclosure uses (if applicable). (i.e., parking, building access and limited storage only.)

(3) *Certification requirements.*

(a) *Elevation certificates.*

(i) An elevation certificate (FEMA Form 81-31) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in **relation to mean sea level NAVD 88 datum.** The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.

(ii) An elevation certificate (FEMA Form 81-31) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in **relation to mean sea level NAVD 88 datum.** Any work done within the seven-day calendar period and prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review

Referenced process for appropriate encroachments.

the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop work order for the project.

(iii) A final as-built elevation certificate (FEMA Form 81-31) is required after construction is completed and prior to certificate of compliance/occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy.

(b) *Floodproofing certificate.*

(i) If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a floodproofing certificate (FEMA Form ~~81-65~~ **086-0-34**), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, ~~in relation to mean sea level~~ **using NAVD 88 datum**. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a certificate of compliance/occupancy.

(ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data,

Staff Comments

New form number.

Staff Comments

an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, using NAVD 1988 datum. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

Ordinance did not reference needing a final certificate similar to residential. Necessary to document completed construction.

(c) If a manufactured home is placed within zone A; **or** AE; **or** A1-30 and the elevation of the chassis is more than thirty-six (36) inches in height above grade, an engineered foundation certification is required in accordance with the provisions of subsection 9-52(3)(b).

(d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

(e) Certification exemptions. The following structures, if located within zone A; **or** AE **or** A1-30, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:

(i) Recreational vehicles meeting requirements of subsection 9-52(6)(a);

(ii) Temporary structures meeting requirements of subsection 9-52(7); and

(iii) Accessory structures **less than** one hundred fifty (150) square feet **or less or that is a minimal investment of \$3,000 or less and** meeting requirements of subsection 9-52(8).

Referenced section was revised. Citing main section rather than subsection.

Model ordinance language adding value option for small accessory structures.

(4) Determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

(Ord. of 5-4-09, art. 4, § B)

Sec. 9-33. Duties and responsibilities of the floodplain administrator.

The floodplain administrator shall perform, but not be limited to, the following duties:

(1) Review all floodplain development applications and issue permits for all proposed development within special flood hazard areas to assure that the requirements of this chapter have been satisfied.

(2) Review all proposed development within special flood hazard areas to assure that all necessary local, state and federal permits have been received.

Staff Comments

Added clarification to a current process in the ordinance.

(3) Notify adjacent communities and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

(4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.

(5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of section 9-56 are met.

(6) Obtain actual elevation (in ~~relation to mean sea level~~ **NAVD 88 datum**) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of subsection 9-32(3).

(7) Obtain actual elevation (in ~~relation to mean sea level~~ **NAVD 88 datum**) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of subsection 9-32(3).

(8) Obtain actual elevation (in ~~relation to mean sea level~~ **NAVD 88 datum**) of all public utilities in accordance with the provisions of subsection 9-32(3).

(9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of subsection 9-32(3) and subsection ~~9-53~~ **9-52** (2).

(10) Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

(11) When base flood elevation (BFE) data has not been provided in accordance with the provisions of section 9-7, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to subsection 9-54(2)(b), in order to administer the provisions of this chapter.

(12) When base flood elevation (BFE) data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of section 9-7, obtain, review, and reasonably utilize any

Incorrect reference.

1 floodway data or non-encroachment area data available from a federal, state,
2 or other source in order to administer the provisions of this chapter.
3

4 (13) When the lowest floor and the lowest adjacent grade of a structure or
5 the lowest ground elevation of a parcel in a special flood hazard area is above
6 the base flood elevation (BFE), advise the property owner of the option to
7 apply for a letter of map amendment (LOMA) from FEMA. Maintain a copy
8 of the (LOMA) issued by FEMA in the floodplain development permit file.
9

10 (14) Permanently maintain all records that pertain to the administration of
11 this ordinance and make these records available for public inspection,
12 recognizing that such information may be subject to the Privacy Act of 1974,
13 as amended.
14

15 (15) Make on-site inspections of work in progress. As the work pursuant to
16 a floodplain development permit progresses, the floodplain administrator
17 shall make as many inspections of the work as may be necessary to ensure
18 that the work is being done according to the provisions of the local ordinance
19 and the terms of the permit. In exercising this power, the floodplain
20 administrator has a right, upon presentation of proper credentials, to enter on
21 any premises within the jurisdiction of the community at any reasonable hour
22 for the purposes of inspection or other enforcement action.
23

24 (16) Issue stop work orders as required. Whenever a building or part thereof
25 is being constructed, reconstructed, altered, or repaired in violation of this
26 ordinance, the floodplain administrator may order the work to be
27 immediately stopped. The stop work order shall be in writing and directed to
28 the person doing or in charge of the work. The stop work order shall state the
29 specific work to be stopped, the specific reason(s) for the stoppage, and the
30 condition(s) under which the work may be resumed. Violation of a stop work
31 order constitutes a misdemeanor.
32

33 (17) Revoke floodplain development permits as required. The floodplain
34 administrator may revoke and require the return of the floodplain
35 development permit by notifying the permit holder in writing stating the
36 reason(s) for the revocation. Permits shall be revoked for any substantial
37 departure from the approved application, plans, and specifications; for refusal
38 or failure to comply with the requirements of state or local laws; or for false
39 statements or misrepresentations made in securing the permit. Any floodplain
40 development permit mistakenly issued in violation of an applicable state or
41 local law may also be revoked.
42

43 (18) Make periodic inspections throughout the special flood hazard areas
44 within the jurisdiction of the community. The floodplain administrator and
45 each member of his or her inspections department shall have a right, upon
46 presentation of proper credentials, to enter on any premises within the
47 territorial jurisdiction of the department at any reasonable hour for the
48 purposes of inspection or other enforcement action.

Staff Comments

(19) Follow through with corrective procedures of section 9-34.

(20) Review, provide input, and make recommendations for variance requests.

(21) Maintain a current map repository to include, but not limited to, **the historical and effective** FIS Report, **historical and effective** FIRM and other official flood maps and studies adopted in accordance with the provisions of section 9-7 of this chapter, including any revisions thereto including letters of map change, ~~which include letters of map amendment (LOMAs), letters of map revision based on fill (LOMR Fs), conditional letters of map revision (CLOMRs), and letters of map revision (LOMRs),~~ issued by FEMA. Notify state and FEMA of mapping needs.

(22) Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).

(Ord. of 5-4-09, art. 4, § C)

Sec. 9-34. Corrective procedures.

(1) *Violations to be corrected.* When the floodplain administrator finds violations of applicable state and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

(2) *Actions in event of failure to take corrective action.* If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

(a) That the building or property is in violation of the floodplain management regulations;

(b) That a hearing will be held before the floodplain administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

(c) That following the hearing, the floodplain administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

(3) *Order to take corrective action.* If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the

All files maintained currently.

Generic reference LOMC used rather than list.

building or development is in violation of the flood damage prevention ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than one-hundred-eighty (180) calendar days. Where the floodplain administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

(4) *Appeal.* Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(5) *Failure to comply with order.* If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a misdemeanor and shall be punished at the discretion of the court.

(Ord. of 5-4-09, art. 4, § D)

Sec. 9-35. Variance procedures.

(1) The zoning board of adjustment as established by Rowan County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this chapter.

(2) Any person aggrieved by the decision of the appeal board may appeal such decision to the court, as provided in Chapter 7A of the North Carolina General Statutes.

(3) Variances may be issued for:

(a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;

(b) Functionally dependent facilities if determined to meet the definition as stated in section **9-4 9-5** of this chapter, provided provisions of subsection (9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

Incorrect reference.

Staff Comments

- (c) Any other type of development, provided it meets the requirements of this section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:
- (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location as defined under section **9-4** **9-5** of this chapter as a functionally dependent facility, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) The compatibility of the proposed use with existing and anticipated development;
 - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area; of access to the property in times of flood for ordinary and emergency vehicles;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.

Incorrect reference.

Staff Comments

(6) Upon consideration of the factors listed above and the purposes of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this chapter.

(7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE will result in increased premium rates for flood insurance up to twenty-five dollars (\$25.00) per one hundred dollars (\$100.00) of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

(8) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.

(9) Conditions for variances:

(a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances;

(b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge;

(c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;

(d) Variances shall only be issued prior to development permit approval;

(e) Variances shall only be issued upon:

(i) A showing of good and sufficient cause;

(ii) A determination that failure to grant the variance would result in exceptional hardship; and

(iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause

fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in special flood hazard areas provided that all of the following conditions are met:

- (a) The use serves a critical need in the community.
- (b) No feasible location exists for the use outside the special flood hazard area.
- (c) The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation.
- (d) The use complies with all other applicable federal, state and local laws.
- (e) Rowan County has notified the Secretary of the North Carolina Department of Crime Control and Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

(Ord. of 5-4-09, art. 4, § E)

Secs. 9-36--9-50. Reserved.

ARTICLE III. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 9-51. General standards.

In all special flood hazard areas the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage **in accordance with the FEMA Technical Bulletin 2, Flood Damage-Resistant Materials Requirements.**
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) **All new electrical** ~~Electrical~~, heating, ventilation, plumbing, air conditioning equipment, and other service ~~facilities~~ **equipment** shall be **located at or above the RFPE or** designed and ~~for located so as~~ **installed** to prevent water from entering or accumulating within the components during

Staff Comments

Reference for flood resistant materials.

No new requirements. Model ordinance language changes.

~~conditions of flooding to the regulatory flood protection elevation~~
occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.

(a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.

(b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

(7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

~~(8) Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of this chapter, shall meet the requirements of "new construction" as contained in this chapter.~~

~~(9)~~ **(8)** Nothing in this chapter shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this chapter and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this chapter.

~~(10)~~ **(9)** New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in subsection 9-35(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified in accordance with the provisions of subsection 9-32(3).

~~(11)~~ **(10)** All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

Staff Comments

Added clarification.

I assume this statement is removed from the model ordinance to eliminate confusion since it is a given.

~~(12)~~ (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

~~(13)~~ (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

~~(14)~~ (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

~~(15)~~ (14) When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

~~(16)~~ (15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest base flood elevation (BFE) shall apply.

(Ord. of 5-4-09, art. 5, § A)

Sec. 9-52. Specific standards.

In all special flood hazard areas where base flood elevation (BFE) data has been provided, as set forth in section 9-7, or section 9-54, the following provisions, in addition to the provisions of section 9-51, are required:

(1) *Residential construction.* New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in section ~~9-4~~ 9-5 of this chapter.

(2) *Non-residential construction.* New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in section ~~9-4~~ 9-5 of this chapter. Structures located in A, AE, and A1-30 zones may be floodproofed to the regulatory flood protection elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the regulatory flood protection elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

(3) *Manufactured homes.*

(a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the

Incorrect references.

regulatory flood protection elevation, as defined in section 9-4 9-5 of this chapter.

(b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to G.S. 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

(c) All enclosures or skirting below the lowest floor shall meet the requirements of subsection 9-52(4).

(d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within floodprone areas. This plan shall be filed with and approved by the floodplain administrator and the local emergency management coordinator.

(4) *Elevated buildings.* Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

(a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

(b) Shall be constructed entirely of flood-resistant materials at least to the regulatory flood protection elevation; and

(c) Shall include, in zones A; or AE, and A1-30, flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

(i) A minimum of two (2) flood openings on different sides of each enclosed area subject to flooding;

(ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;

Staff Comments

(iii) If a building has more than one (1) enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

(iv) The bottom of all required flood openings shall be no higher than one (1) foot above the adjacent grade;

(v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

(vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) *Additions/improvements.*

(a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.

(ii) A substantial improvement, **with modifications / rehabilitations / improvements to the existing structure or the common wall is structurally modified more than installing a doorway**, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(b) Additions to **pre-FIRM or** post-FIRM structures **that are a substantial improvement** with no modifications / **rehabilitations / improvements** to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.

(c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction.

(ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

Additional clarification.
No new standards.

Model ordinance previously did not recognize pre-FIRM expansions with no changes to the common wall.

Staff Comments

No new standard.
Further clarification
included here only.

Revised model
ordinance language
required for RVs.

(d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

(i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

(ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) *Recreational vehicles.* Recreational vehicles shall either:

(a) **Temporary Placement.**

(i) Be on-site for fewer than one hundred eighty (180) consecutive days; **or**

(ii) ~~and be~~ **Be** fully licensed and ready for highway use. ~~fa~~ **A** recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions).; ~~or~~

(b) **Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet** ~~Meet~~ all the requirements for new construction.

(7) *Temporary non-residential structures.* Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the floodplain administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the floodplain administrator for review and written approval:

(a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;

(b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;

Staff Comments

- (c) The time frame prior to the event at which a structure will be removed (i.e., minimum of seventy-two (72) hours before landfall of a hurricane or immediately upon flood warning notification);
- (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
- (e) Designation, accompanied by documentation, of a location outside the special flood hazard area, to which the temporary structure will be moved.
- (8) *Accessory structures.* When accessory structures (sheds, detached garages, etc.) are to be placed within a special flood hazard area, the following criteria shall be met:
- (a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
 - (b) Accessory structures shall not be temperature-controlled;
 - (c) Accessory structures shall be designed to have low flood damage potential;
 - (d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (e) Accessory structures shall be firmly anchored in accordance with the provisions of subsection 9-51(1);
 - (f) All service facilities such as electrical shall be installed in accordance with the provisions of subsection 9-51(4); and
 - (g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below regulatory flood protection elevation in conformance with the provisions of subsection 9-52(4)(c).

An accessory structure with a footprint ~~less than~~ **of** one hundred fifty (150) square feet **or less or that is a minimal investment of \$3,000 or less and that** satisfies the criteria outlined above ~~does not require an~~ **is not required to meet the** elevation or floodproofing ~~certificate~~ standards of section 9-52(2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with subsection 9-32(3).

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;**

Additional option for low cost accessory structures.

Current ordinance does not have specific tank language. Sections used to regulate tanks are extremely vague but is supposed to have similar results to that proposed.

(b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

(c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of section 9-52(2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.

(d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

(a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 9-56 of this ordinance.

(b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 9-56 of this ordinance.

(c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 9-56 of this ordinance.

Current ordinance does not reference fences but likely regulated based on current generic language. Required in model ordinance.

No new standards. Clarification only.

(Ord. of 5-4-09, art. 5, § B)

Sec. 9-53. Reserved.

Sec. 9-54. Standards for floodplains without established base flood elevations.

Within the special flood hazard areas designated as approximate zone A and established in section 9-7, where no base flood elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of section 9-51, shall apply:

(1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five (5) times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) The base flood elevation (BFE) used in determining the regulatory flood protection elevation shall be determined based on the following criteria:

(a) When base flood elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this chapter and shall be elevated or floodproofed in accordance with standards in sections 9-51 and 9-52.

(b) When floodway or non-encroachment data is available from a federal, state, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of sections 9-52 and 9-56.

(c) All subdivision, manufactured home park and other development proposals shall provide base flood elevation (BFE) data if development is greater than five (5) acres or has more than twenty (20) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with section 9-7 and utilized in implementing this chapter.

(d) When base flood elevation (BFE) data is not available from a federal, state, or other source as outlined above, the reference level shall be elevated or floodproofed (non-residential) to or above the regulatory flood protection elevation, as defined in section 9-4 9-5. All other applicable provisions of section 9-52 shall also apply.

Incorrect reference.

(Ord. of 5-4-09, art. 5, § D)

Sec. 9-55. Standards for riverine floodplains with base flood elevations but without established floodways or non-encroachment areas.

Along rivers and streams where base flood elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a special flood hazard area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

(1) Standards of sections 9-51 and 9-52; and

(2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

(Ord. of 5-4-09, art. 5, § E)

Sec. 9-56. Floodways and non-encroachment areas.

Areas designated as floodways or non-encroachment areas are located within the special flood hazard areas established in section 9-7. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in sections 9-51 and 9-52, shall apply to all development within such areas:

(1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:

(a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the floodplain administrator prior to issuance of floodplain development permit, or

(b) A conditional letter of map revision (CLOMR) has been approved by FEMA. A letter of map revision (LOMR) must also be obtained upon completion of the proposed encroachment.

(2) If subsection 9-56(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this chapter.

(3) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:

(a) The anchoring and the elevation standards of subsection 9-52(3); and

(b) The no encroachment standard of subsection 9-56(1).

(Ord. of 5-4-09, art. 5, § F)

Secs. 9-57--9-75.

ARTICLE IV. LEGAL STATUS PROVISIONS

Sec. 9-76. Effect on rights and liabilities under the existing flood damage prevention ordinance.

This chapter in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted December 17, 1979, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Rowan County enacted on December 17, 1979, as amended, which are not reenacted herein are repealed.

The date of the initial flood damage prevention ordinance for each municipal jurisdiction within Rowan County is as follows:

Town of China Grove Incorporated Area, dated March 1, 1978

Town of Cleveland Incorporated Area, dated December 14, 2009

Town of East Spencer Incorporated Area, dated September 28, 1978

Town of Faith Incorporated Area, dated July 3, 1978

Town of Granite Quarry Incorporated Area, dated September 15, 1978

Town of Landis Incorporated Area, dated July 3, 1978

Town of Rockwell Incorporated Area, dated May 15, 1978

City of Salisbury Incorporated Area, dated May 15, 1980

Town of Spencer Incorporated Area, dated March 1, 1978

(Ord. of 5-4-09, art. 6, § A)

Sec. 9-77. Effect upon outstanding floodplain development permits.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the floodplain administrator or his or her authorized agents before the time of passage of this chapter; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this chapter.

(Ord. of 5-4-09, art. 6, § B)

Sec. 9-78. Severability.

Cleveland adopted their flood ordinance after the May 4, 2009 county ordinance adoption.

1 If any section, clause, sentence, or phrase of the ordinance is held to be invalid or
2 unconstitutional by any court of competent jurisdiction, then said holding shall in no
3 way effect the validity of the remaining portions of this chapter.

4 (Ord. of 5-4-09, art. 6, § C)

5 **Sec. 9-79. Effective date.**

6 This chapter shall become effective ~~June 16, 2009~~ **October 1, 2018.**

7 (Ord. of 5-4-09, art. 6, § D)

Staff Comments

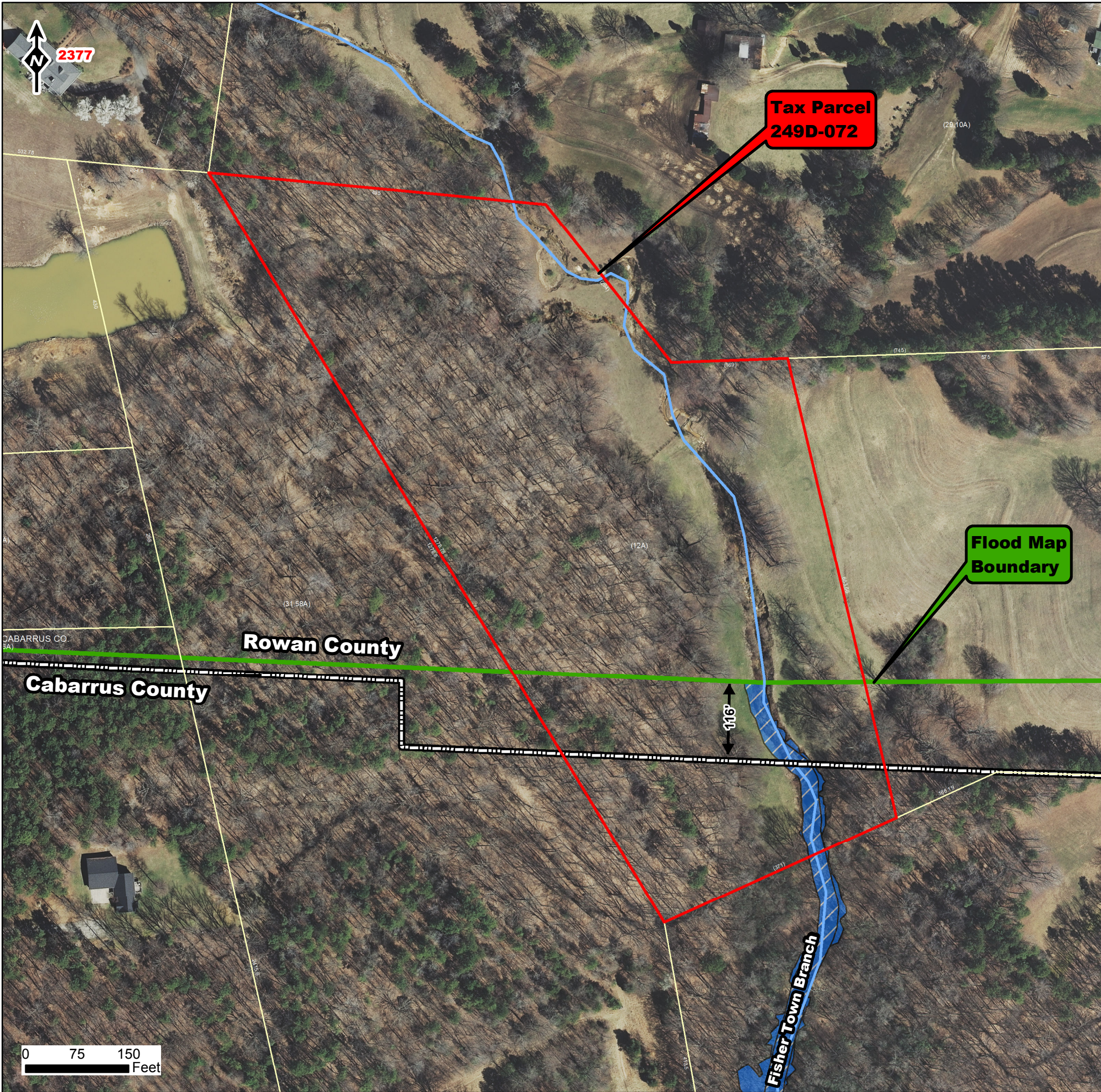
**AUGUST 27, 2018
PLANNING BOARD
MEETING**

The Watt family attended the meeting to understand the proposed changes. After a series of questions from the members, the Planning Board voted unanimously (5-0) to recommend approval as presented.

**STAFF
COMMENTS**

Similar to zoning map and text amendments, the proposed changes require notice to affected properties, a courtesy hearing before the Planning Board, and public hearing before the Board of Commissioners. **However, adoption of the identified changes to the DFIRM and ordinance are required to remain a participating community in the National Flood Insurance Program.**

Statements of Reasonableness and Consistency are not required. At the conclusion of the public hearing, the board may vote to adopt the proposed changes DFIRM and ordinance changes.



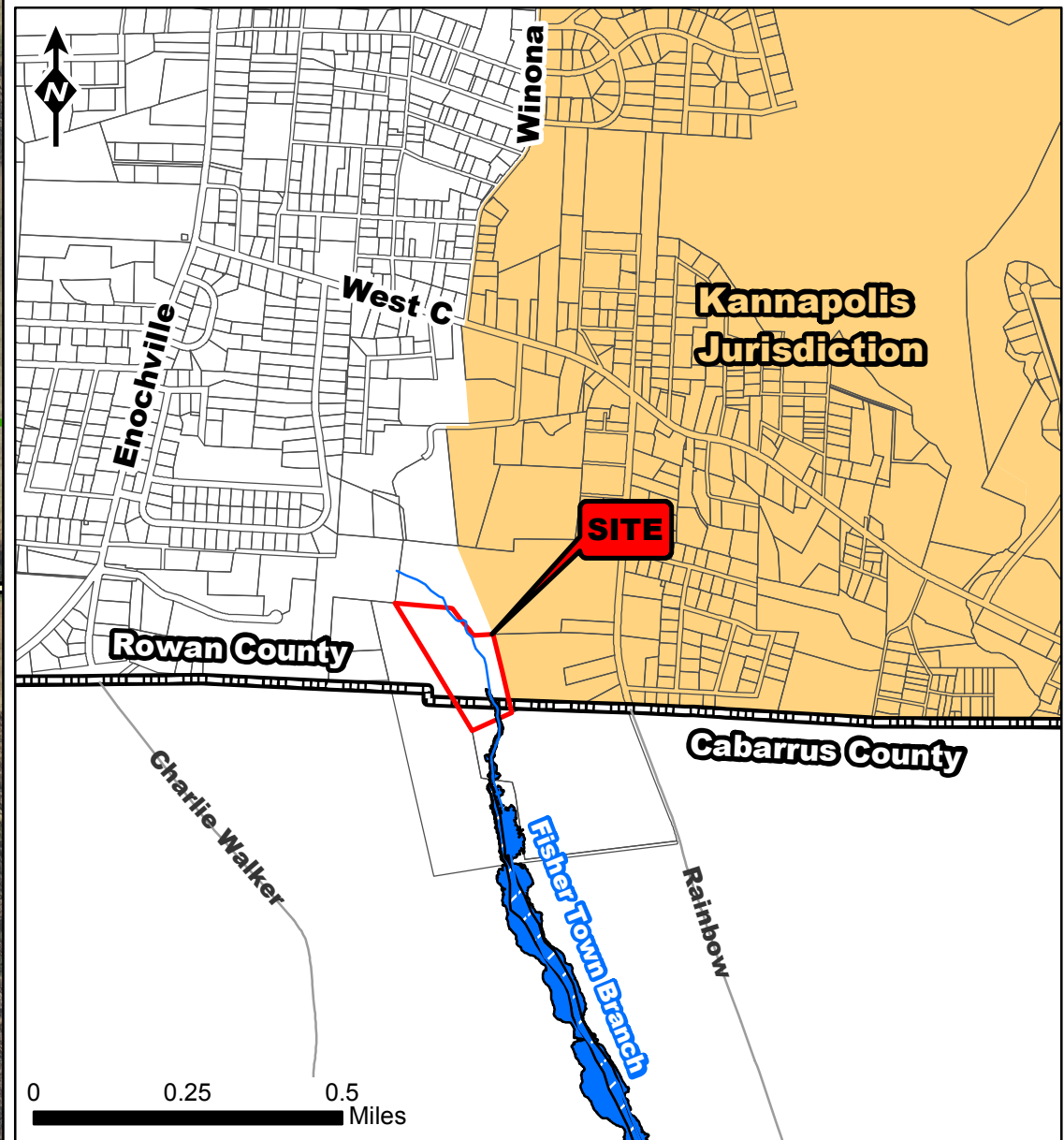
Flood Damage Prevention Ordinance 01-18

LEGEND

- AE Zone (Effective)
- AE Zone with Floodway (Effective)
- Stream
- Parcels
- Roads
- FIRM County Boundary
- Kannapolis Jurisdiction
- 5285 Addresses

Prepared by Rowan County Planning & Development July 17, 2018

March 2014 Aerial



N

Watt Map

Jul 17, 2018



Legend

	Panels		AE
	Political Areas		Floodway (AE)
	Stream Centerline		0.2 % Chance Annual Flood Hazard
	Cross Sections		Future Conditions 1% Annual Chance Flood Hazard
	Levee		

North Carolina Floodplain Mapping Program



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: October 5, 2018
SUBJECT: Public Hearing for ZTA 02-18

During an August 20, 2018 conditional use permit hearing to consider a residential storage facility, the Board of Commissioners (BOC) requested the Planning Board and Planning Staff evaluate changes to the Zoning Ordinance regarding how the use is processed. Currently, residential storage facilities (i.e. storage building on a vacant lot used to store one's personal property) are subject to a conditional use permit with eight (8) specific standards in section 21-60(10) [see enclosed] in the RA, RR, RS, and CBI districts.

After considering a range of options, Planning Staff proposes a three (3) percent allowance based on lot size and moving most of the conditional use criteria to Special Requirements (SR). Comparatively, this would permit a sizable 1,306 sq.ft. building on a one (1) acre lot. The proposal would retain the option to apply for a conditional use permit should a request not meet the lot percentage standard. Applying the 3% standard to the previous 30 requests would have resulted in only eight (8) conditional use permit requests before the BOC.

In addition, Planning Staff proposes to include SIC 73, Business Services, as a permitted by right use in the Industrial (IND) district. While many of these uses are more commonly found in commercial areas, it does include many uses that are appropriate for industrial areas including Services to Dwellings and other Buildings (e.g. exterminating, pest control, cleaning services), Equipment Rental and Leasing (e.g. bulldozer, crane, earth moving equipment rental), Computer Related Services (e.g. data processing services including server "farms"), and Miscellaneous Business Services (e.g. auctioneering, automobile repossession). See enclosed industry groups.

Receive staff report, conduct public hearing, motion to adopt statement of consistency, and approve / deny / table ZTA 02-18.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/5/2018	Cover Memo
EDC Request Letter	10/5/2018	Exhibit
SIC 73: Business Services Description and	10/5/2018	Exhibit

Examples
Application

10/5/2018

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 the Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: October 5, 2018
RE: **ZTA 02-18**

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Conduct public hearing ☐ Close hearing & discuss
☐ Motion to adopt statement ☐ Motion to Approve / Deny /
Table **ZTA 02-18**

BACKGROUND & REQUEST

During an August 20, 2018 conditional use permit hearing to consider a residential storage facility, the Board of Commissioners (BOC) requested the Planning Board and Planning Staff evaluate changes to the Zoning Ordinance regarding how the use is processed. Currently, residential storage facilities (i.e. storage building on a vacant lot used to store one's personal property) are subject to a conditional use permit with eight (8) specific standards in section 21-60(10) [see below] in the RA, RR, RS, and CBI districts.

In 2002, the BOC adopted an amendment to the Zoning Ordinance to provide storage alternatives for residentially developed lakefront properties with limited acreage to meet their needs on-site. Prior to this amendment, property owners were unable to construct storage buildings on a lot without a residence unless it was associated with a bona fide farm. To date, thirty (30) requests have been processed all of which were approved.

See the below table for a list of application numbers along with lot size, building size, and zoning districts associated with each of the residential storage facility requests.

CUP #	Zoning District	Acreage	Bld. Size		CUP #	Zoning District	Acreage	Bld. Size
06-02	RA	2.86	2,700		04-14	RA	28.80	2,500
07-02	RA	1.32	2,200		07-14	RA	6.50	2,040
09-02	RA	12.00	*		03-16	RA	9.50	1,800
12-02	RA	0.50	1,408		04-16	RA	1.73	1,800
22-02	RA	7.56	720		05-16	RA	0.87	1,446
25-03	RA	0.60	3,000		09-16	RA	1.00	2,400
03-05	RA	4.23	256		01-17	RA	0.94	1,440
06-05	RA	1.40	900		02-17	RA	0.92	480
01-09	RA	6.68	900		03-17	RA	13.60	1,200
03-09	RA	2.50	1,500		04-17	RA	5.90	1,728
01-10	RA	1.55	1,800		07-17	RA	1.50	3,000
03-10	RA	0.63	600		08-17	RA	5.00	504
01-13	RA	5.60	1,232		02-18	RA	0.98	1,512
05-13	RA	0.63	600		04-18	RS	2.48	1,200
08-13	RA	9.50	1,152		06-18	RR	11.64	2,400

* No specific sq.ft. was indicated in request

Total Requests	30
Average Lot Size	4.96
Average Building Sq. Ft.	1,532

One option to reduce the number conditional use permit application would be to add an administrative approval option for buildings whose size remains under an suitable lot size percentage similar to that found in section 21-285 for accessory structures on lots containing a residence. In this section, 10% of the acreage on residentially developed lots may be used for accessory structures. For example, a one (1) acre lot may contain accessory buildings totaling 4,360 sq.ft.

After considering a range of options, Planning Staff proposes a three (3) percent allowance based on lot size and moving most of the conditional use criteria to Special Requirements (SR). Comparatively, this would permit a sizable 1,306 sq.ft. building on a one (1) acre lot. The proposal would retain the option to apply for a conditional use permit should a request not meet the lot percentage standard. Applying the 3% standard to the previous 30 requests would have resulted in only eight (8) conditional use permit requests before the BOC.

In addition, Planning Staff proposes to include *SIC 73, Business Services*, as a permitted by right use in the Industrial (**IND**) district. While many of these uses are more commonly found in commercial areas, it does include many uses that are appropriate for industrial areas including *Services to Dwellings and other Buildings* (e.g. exterminating,

pest control, cleaning services), *Equipment Rental and Leasing* (e.g. bulldozer, crane, earth moving equipment rental), *Computer Related Services* (e.g. data processing services including server “farms”), and *Miscellaneous Business Services* (e.g. auctioneering, automobile repossession). See enclosed industry groups.

PROPOSED CHANGES

New text appear in **bold red text** while text proposed for deletion appear ~~highlighted with strikethroughs~~.

AMENDMENTS TO CHAPTER 21: ZONING ORDINANCE

Staff Comments

Sec. 21-53. Permitted uses with special requirements.

All uses listed as SR (Special Requirements) in article III shall comply with the pertinent regulations listed in the following subsections. Site plan approval by the zoning administrator shall be required unless expressly provided otherwise prior to issuance of a zoning permit and such approval shall be given if all requirements herein are met. The plan shall become part of the building permit. The regulations for specific uses listed as SR in article III are located in sections 21-54--21-56.

The SR location standards required in Section 21-55(2) a. - c. do not apply to Family care home; Family manufactured home park; Common Sand Mining (SIC 1442); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower (SIC 48 pt); ~~and~~ Ground mounted solar energy systems 6,000 sq ft or less (SIC 491 pt); **and Residential storage facilities.**

Ensures storage facilities are not required to meet location standards.

Sec. 21-56. Specific criteria for uses listed as SR in section 21-113.

Uses listed as SR in section 21-113 shall meet the following requirements expressly provided below.

(8) *Additional standards applicable to specific uses listed as SR in the services group.*

a. *Educational services (SIC 82); ~~except SIC 8211, elementary and secondary schools~~ that include overnight boarding or lodging.*

1. ~~Lodging. Services provided shall not include overnight boarding or lodging.~~ **Proof of accreditation by a recognized board, or provide proposed articles of incorporation and by-laws that provide specific criteria for a board of directors including membership makeup and general responsibilities for oversight of the facility.**

2. ~~Reserved.~~ **Projected school enrollment and number of boarders.**

3. Description of curriculum.

4. Traffic study.

5. Overnight staffing.

Combining standards from 21-56 (10) with 21-56 (8)(a).

(10) ~~Additional standards applicable to specific uses listed as SR in the INST zoning district.~~

~~a. Proof of accreditation by a recognized board, or provide a proposed articles of incorporation and by laws that provide specific criteria for a board of directors including membership makeup and general responsibilities for oversight of the facility.~~

~~b. Projected school enrollment and number of boarders.~~

~~c. Description of curriculum.~~

~~d. Traffic study.~~

~~e. Overnight staffing.~~

Residential storage facilities.

a. The parcel shall be in fee simple ownership.

b. Minimum lot size shall be the same as for a single-family residence.

c. The structure shall not exceed the lesser of three (3) percent of the lot size or three thousand (3,000) square feet.

d. Setbacks shall be at a minimum the same as single family dwellings.

c. No outdoor storage is allowed except as specifically provided otherwise.

d. Storage of vehicles shall not be in the front yard.

e. Outside lighting shall be designed to prevent direct glare on adjoining residences.

Requests for residential storage facilities that exceed three (3) percent of the lot size referenced in subsection (c) but do not exceed three thousand (3,000) sq.ft. may be considered as a conditional use subject to the process outline in sections 21-57 through 21-59 if all other standards in this subsection are met.

Sec. 21-60. Conditional use requirements for specific uses.

The following criteria shall be used in evaluating specific conditional use permit applications. If no specific requirements are listed for a specific use, then only the general criteria will be used in evaluating the application.

(10) ~~Residential storage facilities.~~ Reserved

~~a. The parcel shall be in fee simple ownership.~~

~~b. The structure shall be of compatible construction with surrounding area.~~

~~c. The maximum size allowed is three thousand (3,000) square feet.~~

~~d. No outdoor storage is allowed except as specifically provided otherwise.~~

**Staff
Comments**

Moving residential storage facilities from 21-60 (10) to 21-56 (10). The use would be permitted subject to Special Requirements (SR) rather than a conditional use permit. Standards do not include "compatible construction", which could only be determined in a quasi-judicial setting.

Maintains the option of a conditional use permit if subsection (c) is not met.

Moved to section 21-56 (10) with the exception of (b).

- e. ~~Minimum lot size shall be the same as for a single family residence.~~
- f. ~~Storage of vehicles shall not be in the front yard.~~
- g. ~~Outside lighting shall be designed to prevent direct glare on adjoining residences.~~
- h. ~~Setbacks shall be at a minimum the same as single family dwellings.~~

Sec. 21-113. Table of uses.

P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements C- Conditional Use		Zoning Districts								
		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Services										
73	Business services	SR					P	SR		P
82	Educational services, <i>all except</i>	P	P	P			P	P	P	P
	Facility providing overnight habitation								SR	
Unclassified										
	Residential storage facility	SR or C	SR or C	SR or C			C P	P		

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)].

SEPTEMBER 24TH PLANNING BOARD MEETING

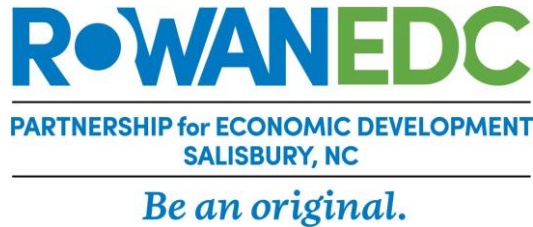
No public comment was received at the courtesy hearing. The Planning Board voted unanimously (6-0) to recommend approval of the proposed changes with the following recommended statement of consistency:

Consistency – “**ZTA 02-18** is consistent with the Land Use Plan based on the following: the request is consistent with the Zoning Ordinance; the request is consistent with the districts purpose and intent because it upholds the same

requirements as currently listed but allows the citizens with an expedited avenue to fulfill their request.”

STAFF COMMENTS

Should the board wish to further discuss or make changes to the residential storage facility portion of this request, Planning Staff respectfully requests action on the modification of SIC 73 Business Services in the **IND** district separately due to current interest in an **IND** site.



August 31, 2018

Shane Stewart
Senior Planner
Rowan Co. Planning & Development
402 North Main Street
Salisbury, NC 28144

RE: Zoning Change Request

Dear Mr. Stewart:

As you may be aware, data centers are a focus of the Rowan EDC's business recruitment efforts. We feel that Rowan County's numerous strengths such as our diverse employment base, access to technology, and central location make our community an attractive option for these facilities.

We also feel that many of the former manufacturing facilities in Rowan County could be upgraded to provide suitable homes for these data centers. However, it has come to our attention that data centers are not currently a permitted use in the 'Industrial' zoning district. Since the majority of these former manufacturing facilities are located in 'Industrial' zoned districts, it could be difficult to get companies to consider Rowan County as a potential location for their data centers.

Based on these reasons, we respectfully request that Rowan County consider adding data centers as a permitted use in 'Industrial' zoned districts.

Thank you for considering this request. If you would like to discuss this further, please free to call me at 704.637.5526.

Yours Truly,

A handwritten signature in blue ink that reads "Scott Shelton".

Scott Shelton
Vice President of Operations

Major Group 73: Business Services

This major group includes establishments primarily engaged in rendering services, not elsewhere classified, to business establishments on a contract or fee basis, such as advertising, credit reporting, collection of claims, mailing, reproduction, stenographic, news syndicates, computer programming, photocopying, duplicating, data processing, services to buildings, and help supply services. Establishments primarily engaged in providing engineering, accounting, research, management, and related services are classified in Major Group 87. Establishments which provide specialized services closely allied to activities covered in other divisions are classified in such divisions.

Industry Group 731: Advertising

- 7311 Advertising Agencies
- 7312 Outdoor Advertising Services
- 7313 Radio, Television, and Publishers' Advertising Representatives
- 7319 Advertising, Not Elsewhere Classified

Industry Group 732: Consumer Credit Reporting Agencies, Mercantile

- 7322 Adjustment and Collection Services
- 7323 Credit Reporting Services

Industry Group 733: Mailing, Reproduction, Commercial Art And Photography, and Stenographic Services

- 7331 Direct Mail Advertising Services
- 7334 Photocopying and Duplicating Services
- 7335 Commercial Photography
- 7336 Commercial Art and Graphic Design
- 7338 Secretarial and Court Reporting Services

Industry Group 734: Services To Dwellings And Other Buildings

- 7342 Disinfecting and Pest Control Services
- 7349 Building Cleaning and Maintenance Services, Not Elsewhere

Industry Group 735: Miscellaneous Equipment Rental And Leasing

- 7352 Medical Equipment Rental and Leasing
- 7353 Heavy Construction Equipment Rental and Leasing
- 7359 Equipment Rental and Leasing, Not Elsewhere Classified

Industry Group 736: Personnel Supply Services

- 7361 Employment Agencies
- 7363 Help Supply Services

Industry Group 737: Computer Programming, Data Processing, And Other Computer Related Services

- 7371 Computer Programming Services
- 7372 Prepackaged Software
- 7373 Computer Integrated Systems Design
- 7374 Computer Processing and Data Preparation and Processing Services
- 7375 Information Retrieval Services
- 7376 Computer Facilities Management Services
- 7377 Computer Rental and Leasing
- 7378 Computer Maintenance and Repair
- 7379 Computer Related Services, Not Elsewhere Classified

Industry Group 738: Miscellaneous Business Services

- 7381 Detective, Guard, and Armored Car Services
- 7382 Security Systems Services
- 7383 News Syndicates
- 7384 Photofinishing Laboratories
- 7389 Business Services, Not Elsewhere Classified



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 # ZTA 02-18
Date Filed 9/4/18
Received By SAS
Amount Paid N/A

Office Use Only

ZONING TEXT AMENDMENT APPLICATION

APPLICANT INFORMATION

Name: Rowan County Planning & Development

Signature: _____

Phone: 704.216.8588

Email: shane.stewart@rowancountync.gov

Address: 402 N Main St Ste 204 Salisbury, NC 28144

AGENT INFORMATION:

Name: Same

Signature: _____

Phone: _____

Email: _____

Address: _____

SECTION(S) 21-53, 21-56(8)(10), 21-60(10), 21-113.

DESCRIPTION OF REQUESTED CHANGE:

Modifications to residential storage facility review process and add SIC 73 as Permitted in IND.

OFFICIAL USE ONLY

1. Signature of Coordinator: [Signature] 2. Planning Board Courtesy
Hearing: 09/24/18 3. Planning Board Action: Approved 6 Denied 0 4. Board of
Commissioners Public Hearing: 10/15/18 5. Dates Advertised: 1st 10/4/18 2nd 10/11/18
6. BOC Action: Approved _____ Denied _____ 7. Date Applicant Notified: ____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: October 5, 2018
SUBJECT: Consider Approval of SNIA 03-18

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Finney Builders to construct a race shop on lot 51 of Mooresville Motorsports Center. Approving this request would remove .84 acres from the 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. The Board of Commissioners is able to remove up to ten (10) percent of the county's portion of certain watershed areas and permit the seventy (70) percent built-upon area prior to the need for engineered stormwater control devices.

Receive staff report and approve / deny / table SNIA 03-18.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/5/2018	Exhibit
Site Plan	10/5/2018	Exhibit
Application	10/5/2018	Exhibit



Rowan County Planning and Development Department

402 North Main Street • 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: October 5, 2018
RE: **SNIA 03-18**

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Approve / Deny / Table **SNIA 03-18**

STAFF REPORT

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Finney Builders to construct a race shop on lot 51 of Mooresville Motorsports Center. Approving this request would remove .84 acres from the 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. The Board of Commissioners is able to remove up to ten (10) percent of the county's portion of certain watershed areas and permit the seventy (70) percent built-upon area prior to the need for engineered stormwater control devices.

Applicant:	Andrew Finney	Property Owner:	Barry and Sherry Daniluk
Location:	400 Blk Performance Rd.	Tax Parcel:	239-060
Zoning:	IND	Purpose:	Race Shop
Watershed:	WS II BW (Coddle Creek)		

STAFF CALCULATIONS

- Total lot area (less r/w): **36,750 sq.ft.**
- Building size: **7,200 sq.ft.**
- Other improvements: **6,300 sq.ft.**
- Total coverage: **13,500 sq.ft. (37%)**
- Allowable coverage by right: **4,410 sq.ft. (12%)**

- Impervious coverage allowed with SNIA approval: **25,725 sq.ft.**
- Coddle Creek Watershed Acres: **11,885 sq.ft.**
- Acres approved for SNIA: **137 AC out of possible 1,188 acres**
- Percentage removed: **0.01%**

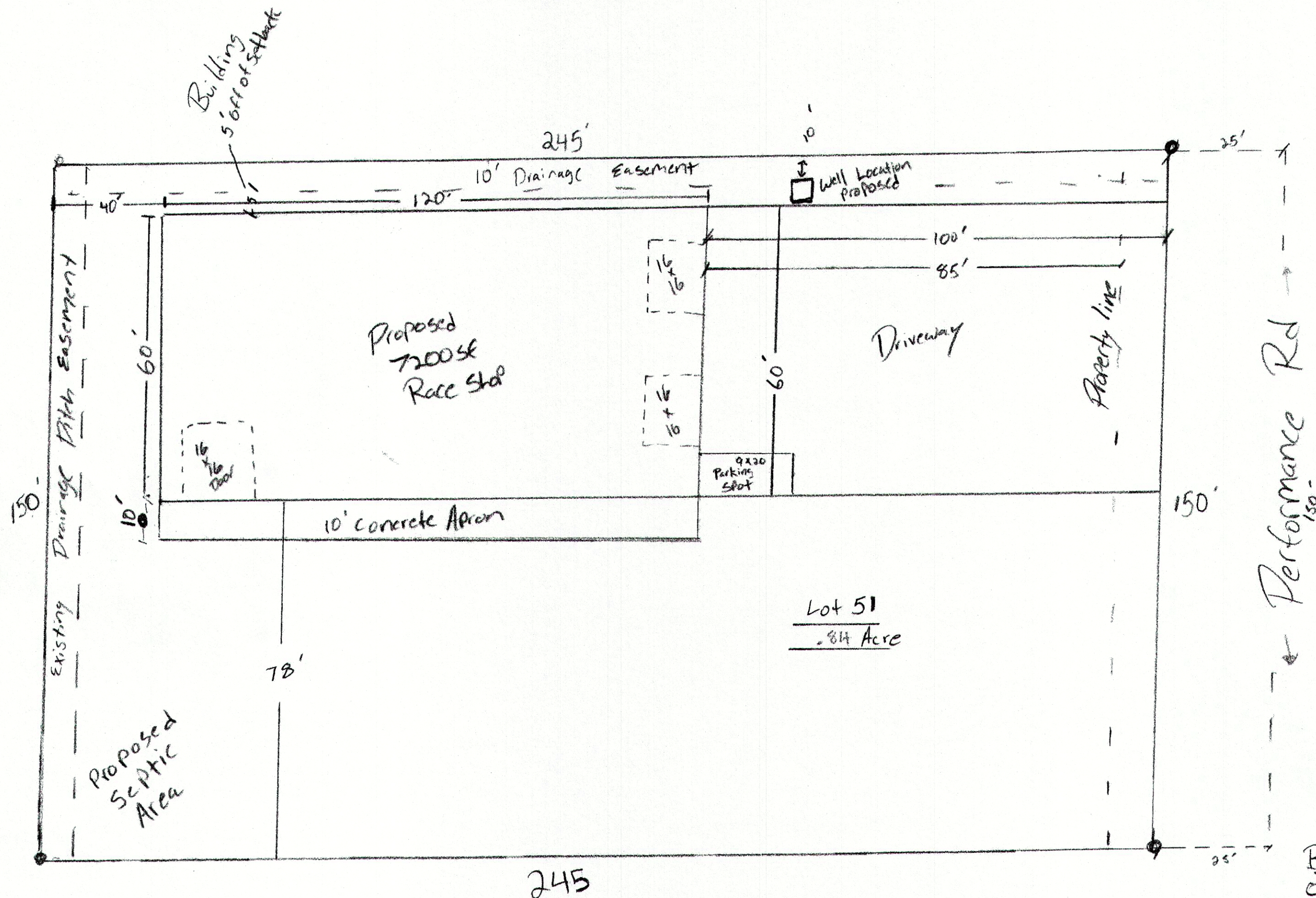
STAFF COMMENTS

This request meets all standards for approval.

EZ Box Machinery Co.

Gibbons Engine Shop
Motorsports Center

↑
North



Builder: Finney Builders INC
Owner: Barry Danulick
Lot 51 Performance Motorsports Center
Parcel ID 239060 Lot 51
Flood zone X / Panel 4686
Zoning = IND / Employers 1
Hours of Operation 9-5 M-F
Setbacks: 50' front 10' Side & Rear

Vacant Lot Motorsports Center Development

Scale = 1" = 20'



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 # SNIA 03-18
Date Filed 10/2/18
Received By RB
Amount Paid _____

Office Use Only

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: Barry Daniluk & Sherry Daniluk
Signature: _____
Phone: 403-357-7756 Email: Sherlydaniluk@gmail.com
Address: _____

APPLICANT / AGENT INFORMATION:

Name: Andrew Finney
Signature: [Signature]
Phone: 704-791-5728 Email: Drew@Finneybuilders.com
Address: 1198 Gateway Drive Mooresville NC 28115

PROPERTY DETAILS:

Tax Parcel: 239060 Zoning District: IND
Location: O Performance Rd Mooresville NC 28115 Lot 51
Size (sq. ft. or acres): 0.84 acres Watershed: X
Current Land Use: Vacant lot

List the current or proposed use of the property and a general description of what will be constructed under this application:

Race Shop

Will there be **land disturbing activity** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☐ No ☒

Structures: Existing N/A sq.ft. Proposed 7200 sq.ft.

Other Impervious Coverage: Existing N/A sq.ft. Proposed 7200 sq.ft.

Remaining Undeveloped Area: 22,350 sq.ft. 61 % of Property

Storage of toxic and/or hazardous material: Yes ☐ No ☒

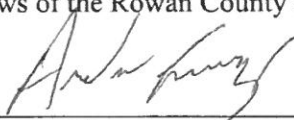
If Yes, a spill containment plan must submitted with application.

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.


Attached: Yes ☒ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.


Signature

8-4-18
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator:  2. Board of Commissioners
Meeting: 10/15/18 3. Board of Commissioners Action: Approved ☐ Denied ☐ 4. Date
Applicant Notified: / /

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project.

✓ Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA
N/A Project included within an SNIA Overlay Area.

(b) Lot Dimensions.

✓ Actual dimensions and acreage of the lot to be built upon and the
location of any right of ways that may affect development on the lot.
✓ Average lot size (in square feet).

(c) Built Upon Area.

✓ The accurate location and use of all existing and proposed buildings
and other structures and location and size, in square feet, of all built-upon
areas including parking and loading facilities.
✓ The percent of the project that will be covered with an impervious
surface.
✓ The area, in acres, to be left natural

(d) Streams / Rivers.

N/A The accurate location of all perennial streams and natural drainage
areas on the property on the site plan.

(e) Buffers.

N/A The location of all required buffer areas shown on a site plan.

Lot size less r/w & esmts.	36,750 sq. ft.	Other coverage	6,300
Allowable coverage by right	4,410	Total coverage	13,500
Allowable coverage with 70%	25,725	Undisturbed acreage	23,250
Existing coverage	0	Watershed acres	11,885
Pre-1994 coverage	0	Acres approved for SNIA	137
Building size	7,200	Percentage Removed	App 1%

Checked By: MS Date: 10/5/15

Comments: _____

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
DATE: October 5, 2018
SUBJECT: Consideration of Incentive for EDC 'Project Kodiak'

During the October 1st Commission meeting, following a public hearing, the Board approved a Level 2 incentive grant for Project Kodiak.

As discussed at the public hearing, the Rowan EDC would like the Board to consider utilizing its Economic Development Funds to provide an additional \$100,000 grant for Project Kodiak. The funds could only be used toward trade specific equipment or fixtures, or for tenant upfits. The grant would be structured as a loan, which would be forgiven if the Company met and maintained certain job creation goals.

The company behind Project Kodiak is an online retailer that offers thousands of products to its customers and serves them from warehouses and fulfillment centers located throughout the United States. Project Kodiak is evaluating locations to establish a new 700,000 square foot Fulfillment Center facility within the South Atlantic region of the United States. If Rowan County were chosen for this new facility, the company would create 600 new jobs by the end of 2022. The company would also invest approximately \$55 million dollars through the construction of the new facility and placement of new equipment.

ATTACHMENTS:

Description	Upload Date	Type
Memo - Request for Additional Incentive	10/5/2018	Cover Memo
Draft Equipment Loan Agreement	10/5/2018	Cover Memo
Draft Promissory Note	10/5/2018	Cover Memo
Project Kodiak - Executive Summary & Incentive Agt	10/5/2018	Cover Memo

Memorandum

Be an original.

Date: October 5, 2018
To: The Rowan County Board of Commissioners
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request to consider additional incentives for "Project Kodiak"*

Dear Chairman Edds and Commissioners,

On behalf of the Rowan EDC, I would like to thank the Board of Commissioners for your support thus far in our efforts to win "Project Kodiak" for our community. By graciously agreeing to approve an Economic Development Incentive Grant at your October 1st meeting, you ensured that Rowan County remains under consideration for this project by the Company.

As previously discussed, the Company behind "Project Kodiak" is an online retailer that offers thousands of products to its customers and serves them from warehouses and fulfillment centers located throughout the United States. The Company is evaluating locations to establish a new eCommerce Fulfillment Center facility within the South Atlantic region of the United States. Rowan County is under consideration for this new 700,000 square foot facility.

If our community were chosen for "Project Kodiak", the Company would construct this new facility on the Trevey Site. The project would create 600 new jobs by the end of 2022. The Company would also invest approximately \$55 million dollars through the construction of the new facility, placement of new equipment and other improvements as part of the proposed project.

As you are aware, other locations in South Carolina and Georgia are being considered for this project. In order to increase Rowan County's competitiveness toward securing this project, the Rowan EDC proposes that the County utilize its Economic Development Funds to provide an additional \$100,000 grant to the Company. The funds could only be used toward trade specific equipment or fixtures, or for tenant upfits.

The grant would be structured as a loan, which would be forgiven if the Company creates and maintains 600 new jobs. The Company would be required to repay the loan on a percentage basis if all jobs are not maintained for at least five years after the loan closing. Attached is a proposed loan agreement between the County and the Company that was drafted with the help of County Attorney Jay Dees. Also attached is a copy of the executive summary that was distributed prior to the October 1st Board meeting.

I look forward to discussing this project with you in greater detail at your October 15th meeting. Please do not hesitate to contact me with any questions you may have, and thank you for considering this matter.

Yours truly,

A handwritten signature in blue ink that reads "Scott Shelton". The script is cursive and fluid, with the first name and last name clearly distinguishable.

Scott Shelton
Vice President

NORTH CAROLINA

ROWAN COUNTY

LOAN AGREEMENT

This Loan Agreement is entered into this ____ day of _____, 2018, by and between "PROJECT KODIAK" (hereinafter referred to as the "Borrower") and ROWAN COUNTY, a body politic of the State of North Carolina (hereinafter referred to as the "Lender"); who hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Lender herein has agreed to lend Borrower up to \$100,000.00 provided the Borrower complies with all terms and conditions specified in this Agreement.

WHEREAS, the money reimbursed by Lender to Borrower shall be secured by a UCC-1 Financing Statement in favor of the Lender against that certain business personal property owned by Borrower, located at what is commonly known as _____, Salisbury, North Carolina and more particularly described in Exhibit "A";

WHEREAS, Lender has provided loan support to or for the benefit of the Borrower in order to stimulate use of the Property and support economic development in the local geographic area; and

NOW, THEREFORE, for and in consideration of Lender obligating to lend Borrower, upon the terms and conditions herein set forth, the sum of \$100,000.00, the parties hereto do agree as follows:

1. **USE OF PROCEEDS:** The funds loaned (the "Funds") shall be reimbursed to Borrower solely for the purchase and relocation of Equipment or Trade Fixtures taxed as business personal property or for Borrower Improvements made to the building located on the Property, which parcel of land contains ____ acres of land and existing building(s) and which is more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter referred to as the "Property") or for such other purposes as the Lender and Borrower from time to time may agree in writing. "Equipment" as used herein refers to any trade specific equipment or trade fixtures located on the Property that are taxed as business personal property in Rowan County. "Improvements" as used herein refers to any customized alterations the Property that Borrower makes to the Property as Tenant that are not paid by Owner or Landlord and such provision for Tenant Improvements is included in a lease agreement between Borrower as Tenant and Owner as Landlord, in order to configure the space specifically for the needs of the Borrower.

Borrower shall proceed with purchase and relocation of Equipment and Improvements to the building, with work to commence no later than _____ of 20__, shall pursue such purchase and relocation of Equipment and Improvements to the building diligently thereafter, and have such work substantially completed no later than _____ of 20__. Said work shall be completed free from all liens or claims of lien or services, labor, materials and improvements and in material compliance with all applicable building restrictions, ordinances, restrictive covenants, building codes, zoning laws and other legal requirements. The anticipated total cost of all Equipment is \$_____, with a total investment in real property Improvements estimated at approximately \$_____ (which, when included with the costs of other related items and improvements, shall result in a cumulative investment by Borrower during the project of approximately \$55,000,000.00).

2. **JOB CREATION:** Borrower agrees to create ____ full-time jobs on or before _____, 20__.
3. **DISBURSEMENT:** Provided that the other requirements of this Section 3 are met, the Lender shall disburse reimbursements upon the request of (i) any officer, partner or manager of the Borrower or (ii) any person designated in writing by the Borrower. The Lender may require as a condition to the disbursement of any reimbursement the proper execution and delivery to the Lender of (i) such written forms requesting disbursement of reimbursements as the Lender may reasonably request, and (ii) such estoppel certificates and waivers as the Lender may reasonably request establishing that there are no claims, liens, or claims of lien of any kind against the loan proceeds or the Property. If any claim, lien, or claim of lien is asserted against the loan proceeds or the Property which is not satisfied or bonded to the Lender's satisfaction within 30 days, the Lender is authorized, in its discretion, to withhold the further disbursements of Funds and to reduce the total loan amount according to the sum then disbursed and outstanding. Ordinarily, the Lender will require at least ten (10) days' notice prior to disbursement of an advance. Unless the Borrower gives written instructions to the Lender to the contrary, the Lender is authorized, in its discretion, to disburse reimbursements directly to Borrower or deposit any advance to the account of the Borrower. The Lender may, in its discretion and for its sole benefit, withhold the disbursement of reimbursements until the corresponding Improvements are inspected and approved by the Lender (which approval shall not be unreasonably withheld, conditioned or delayed). The determination of the percentage or the amount of work completed shall rest solely in the Lender's judgment. The Borrower will accept all reimbursements made by the Lender up to the full amount of the loan.
4. **PAYMENT OF DISBURSEMENT:** Awards shall be disbursed directly to the Borrower, upon receipt of qualified invoices. It is the responsibility of the Borrower to submit any invoice(s) for payment.
5. **MAINTENANCE FREE OF LIENS:** The Borrower shall at all times maintain the property, the loan proceeds and any sums owed by the Borrower free and clear of any liens or claims of lien for labor, work performed, materials or improvements upon the property. If any such liens or claims of lien are asserted, and not released or bonded over within 30 days,

the Lender is hereby permitted and empowered, at its option, to pay or otherwise release said liens or claims of lien out of the then-available Funds. The Lender is expressly authorized to exhaust the then-remaining Funds in payment or release of such liens or claims of lien, and to pay or release such liens or claims of lien on a pro-rata basis if there are not sufficient funds in the control of the Lender to satisfy or release the liens or claims of lien in full. If the Lender so elects, it may contest the validity of any liens or claims of lien and pay from the loan proceeds the necessary cost of contesting the liens or claims of liens, including a reasonable sum for attorney fees. The Lender is specifically empowered, in its discretion, to withhold any further reimbursements of Funds upon the assertion of any lien or claim of lien (whether against the Property, the Funds, or any sums owed by the Borrower) which is not released or bonded over by or on behalf of Borrower within 30 days, until such time that the lien or claim of lien is released or bonded over.

6. **NO REPAYMENT UNDER CERTAIN CONDITIONS:** The loan of the Funds to Borrower shall be automatically and permanently forgiven, and no repayment of the said loan by the Borrower (whether principal or interest) will be required, if all terms and conditions of this Agreement are complied with by the Borrower and Borrower maintains the jobs promised to be created hereunder (or as otherwise permitted by Section 7(f) below) for a five (5) year period following the loan closing, which shall be determined based upon the date the Promissory Note (as hereinafter defined) is executed.
7. **REPAYMENT UPON VIOLATION OF CONDITIONS:** Upon violation of one or more of the terms and conditions of this Agreement, the Promissory Note or the Deed of Trust (collectively, the "Loan Documents"), and Borrower's failure to cure the same within thirty (30) days following receipt of written notice thereof from Lender, the Borrower agrees to repay to the Lender the following amounts:
 - a. One hundred percent (100%) of the Funds previously disbursed to Borrower if the violation occurs within the first year following the execution of the Promissory Note.
 - b. Eighty percent (80%) of the Funds previously disbursed to Borrower if the violation occurs within the second year following the execution of the Promissory Note.
 - c. Sixty percent (60%) of the Funds previously disbursed to Borrower if the violation occurs within the third year following the execution of the Promissory Note.
 - d. Forty percent (40%) of the Funds previously disbursed to Borrower if the violation occurs within the fourth year following the execution of the Promissory Note.
 - e. Twenty percent (20%) of the Funds previously disbursed to Borrower if the violation occurs within the fifth year following the execution of the Promissory Note.
 - f. No payment is required if at least ninety percent (90%) of the number of jobs created by Borrower are maintained at the end of the fifth year following the execution of the Promissory Note.

8. **PROMISSORY NOTE:** Borrower shall execute in favor of Lender a Promissory Note in form and substance reasonably required by Lender to evidence said Lender's loan of the Funds to Borrower (the "Promissory Note"). It is specifically agreed that Borrower and any and all other persons responsible for repayment of the indebtedness in whole or in part shall be bound by reimbursements made to Borrower.
9. **SECURITY:** Borrower shall allow filing of a UCC-1 Financing Statement by the Lender that demonstrates that the Lender has or may have an interest in the business personal property of the Borrower.
10. **TERMINATION:** This Agreement shall terminate at the expiration of the specified Term hereof unless sooner terminated by (1) Borrower's giving written notice of Borrower's desire to terminate together with payment in full of all outstanding principal due Lender under this Loan Agreement, if any; (2) Lender's giving thirty (30) days' written notice to Borrower of default of one or more of the terms, conditions, or requirements of the Loan Documents and the failure of Borrower to correct or cause to be corrected such default within said thirty (30) day period; or (3) at Lender's option if Borrower has suffered any Claim of Lien pursuant to Chapter 44A of the North Carolina General Statutes to be filed against Borrower and Borrower fails to have said lien discharged within thirty (30) days after demand by Lender upon Borrower.
11. **TAXES, ASSESSMENTS, AND INSURANCE:** Borrower, as a condition of this Agreement, will pay or cause to be paid when due all taxes allocable to and assessed against the Property and improvements constructed on the Property, assessments, levies and charges upon or against the improvements on the Property and will keep any and all improvements upon said Property insured against loss and damage by fire, tornado and windstorm and such other hazards as the Lender may require in amounts and with insurance companies satisfactory to Lender with loss payable clauses in favor of Lender as its interest might appear and in such form as Lender may reasonably require. Proceeds of any insurance policy or any part thereof, or proceeds or awards received from any condemnation, may be applied by Lender (to the extent of its interest) at its option to either the reduction of the indebtedness or to the restoration or repair of the property damage; provided, however, that if (i) no default exists under the Loan Documents, and (ii) in the event of a condemnation or taking, the same does not take, condemn or otherwise have a significant adverse affect on the structures or improvements located on the Property such that the Property cannot be used for its intended purpose, then Lender shall permit Borrower and/or Lessor to use said funds to repair and restore the Property to substantially the same condition as the Property was in prior to the casualty or condemnation, so long as such repairs meet applicable building codes and other legal requirements and are approved in advance by Lender, which approval shall not be unreasonably withheld, conditioned or delayed, and provided that the same are completed within 180 days following receipt of said insurance or condemnation proceeds (subject to events of force majeure). The Lender may pay charges against the Property; and in case of such payment, the amount so paid shall immediately become debts to the Lender from Borrower, and shall bear interest at 10% per annum or the highest rate permitted by law, whichever is less, and the payment of same shall be secured by the UCC-1 Financing Statement. The foregoing notwithstanding, Lender shall first give 30 days' notice to

Guarantor and Lessor to allow one or both to pay said charges unless any delay on account of such notice would result in prejudice to Lender.

12. **EXPENSES:** Borrower will pay all reasonable and customary expenses of title searches, lender's policies of title insurance, examination of title and drafting, perfecting and recording all papers and other incidentals. Borrower agrees that prior to any reimbursement of any money by any lender, Borrower will supply to Lender a properly executed Promissory Note and the UCC-1 Financing Statement, and such other and further collateral and documentation as the Lender may reasonably require, together with the necessary funds to accomplish the recordation of the same and a lender's policy or policies of title insurance insuring the UCC-Financing Statement, which shall be reasonably satisfactory to Lender, and evidence of the policy or policies of casualty insurance covering the Property as hereinbefore specified in this Loan Agreement.
13. **ACTION ON DEFAULT:** In the event of any default by Borrower in any agreement, covenant or condition contained in this Agreement, following the failure to cure such default on or before the expiration of the thirty day period following written notice required pursuant to Section 7 hereof, Lender may take possession of the Property, including all equipment, furniture, fixtures and appurtenances, as and to the extent permitted under (and subject however to the terms and conditions of) any First Deed of Trust and the UCC-1 Financing Statement contemplated herein. For such purposes, Lender may use any funds of Borrower at any time in the hands of the Lender by deposit or otherwise and any money reimbursed by Lender for such purposes shall be payable on demand and the payment shall be secured by the UCC-1 Financing Statement contemplated herein. Additionally, Lender shall have the right, upon any such default and the failure to cure such default on or before the expiration of the thirty days notice period required in Section 7 hereof, to have appointed a receiver to collect the rent and profits from the Property (to the extent set forth in, and subject to the terms and conditions of, any First Deed of Trust and the UCC-1 Financing Statement contemplated herein) without regard to the value of the said tract or the solvency of the person or persons liable for the payment of the amounts then owing and all amounts collected by said receiver shall be applied, after expenses of the receivership, and subject to the terms of any First Deed of Trust and the UCC-1 Financing Statement contemplated herein, to the payment of the indebtedness evidenced by the Promissory Note and UCC-1 Financing Statement contemplated herein; and provided further that Lender, at its option, shall have the right to do same without the appointment of a receiver. Nothing in this Section 13 shall be deemed to limit any of Lender's rights or remedies under the Note or UCC-1 Financing Statement contemplated herein except to the extent required by law so long as Lender complies with the notice requirements of Section 7 hereof..
14. **CONDITION PRECEDENT:** The parties hereto do agree the property may be subject to a First Deed of Trust and that there are no conditions precedent to this Agreement other than as herein stated and that the full terms, conditions and covenants contained herein, together with the terms and conditions of the Promissory Note and UCC-1 Financing Statement, shall bind, and the benefits and powers shall inure, to the respective successors and permitted assigns of the parties hereto. Whenever used herein, the singular number shall include the plural and the plural the singular, unless otherwise specified and the term "Lender" shall include any payee

of the indebtedness hereby secured and any transferee, holder or assignee thereof, whether by operation of law or otherwise.

15. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original, but all of which together shall constitute one and the same instrument.

16. **MISCELLANEOUS:**

- (a) Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

LENDER:

Rowan County
Attn: County Manager
133 West Innes Street (delivery)
Salisbury, NC 28144

With a copy to:

John W. Dees, II
County Attorney
133 West Innes Street
Salisbury, NC 28144

BORROWER:

With a copy to:

- (b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other party hereto.
- (c) Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Lender and Borrower. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other person. It is the express intention of the parties hereto that any such person or entity, other than Lender and Borrower, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- (d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.
- (e) The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
- (f) The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in Superior Court in Rowan County, North Carolina. The parties hereby submit to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.
- (g) Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
- (h) If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God; strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

- (i) Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.
- (j) Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.
- (k) By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement; fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.

[Remainder of page attention left blank; signature page follows].

IN WITNESS WHEREOF, the parties herein have caused this instrument to be executed and sealed in their respective names pursuant to the authority indicated.

PROJECT KODIAK, Borrower

BY: _____ (SEAL)

Name and Title

ROWAN COUNTY, Lender

BY: _____ (SEAL)

Chairman

ATTEST:

Carolyn Barger, Clerk to the Board

EXHIBIT A

SATISFACTION: The debt evidenced by
This Note has been satisfied in full
This the ____ day of _____, 20__.

Signed: _____

PROMISSORY NOTE

\$100,000.00 Salisbury, N.C.
January , 2018

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to ROWAN COUNTY, a body politic and corporate of the State of North Carolina, or holder ("Lender"), the principal sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS, without interest on the unpaid balance until paid or until default, both principal and interest in lawful money of the United States of America, at the office of Rowan County Manager, 133 West Innes Street, Salisbury, North Carolina 28144 or at such place as the legal holder hereof may designate in writing. The principal amount shall be paid and disbursed to the undersigned Borrower in one or more disbursements, subject to and in accordance with that certain Loan Agreement between Lender and Borrower (the "Loan Agreement"), the terms of which are incorporated herein by this reference. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and shall be subject to the same terms and conditions contained herein or in the Loan Agreement.

This loan to Borrower shall be automatically and permanently forgiven and no repayment of this Note (whether principal, interest or otherwise) will be required, if all terms and conditions contained in the Loan Agreement are complied with by the undersigned and the undersigned maintains the jobs promised to be created under said Loan Agreement for a five (5) year period following the date hereof.

Upon violation of one or more of the terms and conditions of the Loan Agreement, following the expiration of any notice and cure period set forth therein, the undersigned agrees to repay to the Lender the following amounts:

- a. One hundred percent (100%) of the Funds (as defined in the Loan Agreement) previously disbursed to Borrower if the violation occurs within the first year following the execution of this Promissory Note.
- b. Eighty percent (80%) of the Funds previously disbursed to Borrower if the violation occurs within the second year following the execution of this Promissory Note.
- c. Sixty percent (60%) of the Funds previously disbursed to Borrower if the violation occurs within the third year following the execution of this Promissory Note.
- d. Forty percent (40%) of the Funds previously disbursed to Borrower if the violation occurs within the fourth year following the execution of this Promissory Note.
- e. Twenty percent (20%) of the Funds previously disbursed to Borrower if the violation occurs within the fifth year following the execution of this Promissory Note.
- f. No payment is required if at least ninety percent (90%) of the number of jobs created by Borrower are maintained at the end of the fifth year following the execution of this Promissory Note.

THIS IS AN INTEREST FREE LOAN.

If not sooner paid or if not forgiven as set out above, the entire remaining indebtedness shall be due and payable on the __ day of _____, 20__.

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in the terms of Loan Agreement beyond any notice or cure period set forth therein, or (b) default under the terms of any instrument securing this Note beyond any notice or cure period set forth therein, then in either such event the holder may without further notice, declare the remainder of the principal sum, according to the Schedule above, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, and all other sums due under this Note and the Deed of Trust, if any shall bear interest at the rate of 8% per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same

may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holders rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorney fees as provided by law, plus all other reasonable expenses incurred by the holder in exercising any of the holders rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given for money borrowed and is secured by a UCC Financing Statement.

{ Signature Page Follows }

.

IN TESTIMONY WHEREOF, the maker has hereunto set its hand and adopted as its the word "SEAL" appearing beside its signature, the day and year first above written.

PROJECT KODIAK

BY:

_____(SEAL)

Its: _____

September 21, 2018



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC
IMPACT
SUMMARY

SUMMARY OF PROPOSED LOCATION OF PROJECT
KODIAK IN ROWAN COUNTY



Submitted by:
The Rowan EDC

September 21, 2018

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

Re: Summary of Proposed Location of Project Kodiak 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 location of Project Kodiak 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 company representatives from Project Kodiak, we would like to thank:

- David Hartigan, President, Hartigan Management, Inc.
- Ellen Tai, Senior Business Recruitment Manager, Economic Development Partnership of NC
- Carol Henderson, Senior Director - Business Incentives Practice, Cushman & Wakefield
- Ian McDonald, General Counsel, NorthPoint Development

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. Other Potential Incentive Request
5. Model of County Revenue – 10-Year Horizon
6. Closing
7. Draft Incentive Agreement

1. Project Description

About The Company

The company behind Project Kodiak is an online retailer that offers thousands of products to its customers and serves them from warehouses and fulfillment centers located throughout the United States.

Proposed Project

Project Kodiak is evaluating locations to establish a new eCommerce Fulfillment Center facility within the South Atlantic region of the United States.

Rowan County is under consideration for this new 700,000 square foot facility, along with sites in South Carolina and Georgia.

If our community were chosen, Project Kodiak would construct this new facility on the Trevey Site. The project would create 600 new jobs by the end of 2022. The company would also invest approximately \$55 million dollars through the construction of the new facility, placement of new equipment and other improvements as part of the proposed project. This new investment would be spread out over the next five years, with full completion by the end of 2022.

About the Site

The Trevey Site, located at the intersection of Interstate 85 and Long Ferry Road, has long been regarded as one of Rowan County's premier sites due to its visibility and excellent highway access. Privately-owned, the Trevey Site is approximately 78 acres and is zoned 85-ED-2. A Conditional Use Permit was recently approved by the County Commissioners to allow warehousing and distribution-related uses on the site.



2. Regulatory Approval Process

Zoned appropriately for this proposed use, there does not appear to be any regulatory barriers to this project moving forward. The company will work with the Rowan County Planning and Development Department as well as the Building Inspections Department to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

3. Requested Assistance

Investment Grant Program

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and Rowan County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all of the criteria in the contract, a

portion of the property tax will be returned as a grant. The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes the categories of grants, including the minimum investment required and the percentage of new taxes paid that would be returned as a grant:

<i>Grant Category</i>	<i>Minimum Taxable Investment Required</i>	<i>Percentage of Paid Taxes Returned as a Grant</i>
Level 1 Grant	\$5 million dollars	75%
Level 2 Grant	\$50 million dollars	80%
Level 3 Grant	\$100 million dollars	85%

The company is requesting a Level 2 Grant under this program for the amount and duration adopted in the policy. In order to illustrate the revenue impact of this potential project on Rowan County, we have projected revenue returns over a 10-year period. These projections are provided below in Section 5.

Site Development Funds

In order to increase Rowan County's competitiveness toward securing this project, the Rowan EDC proposes that the County utilize its Economic Development Funds to provide an additional \$100,000 grant to the Company. The funds could only be used toward grading and other site development-related expenses.

4. Other Potential Incentive Request

The Trevey Site is not currently served by public sewer, which is required for this potential facility. Salisbury-Rowan Utilities (SRU) has studied the site and recommends running an approximately 16" gravity sewer line under Interstate 85 to serve the property. SRU estimates that extending sewer to the Trevey Site will cost \$1.5 million dollars. This extension would also bring public sewer closer to the Carlton Site, which is approximately 1,500 feet east of the Trevey Site.

While the State of North Carolina has recommended up to \$1.5 million dollars in Community Development Block Grant (CDBG) funds to help pay for a sewer extension to the site, Rowan County would still need to apply for the grant funds and receive formal approval. There is no need to submit the CDBG application until after a location decision is made by Project Kodiak and other incentives are approved and announced by the State of North Carolina.

If Project Kodiak chooses our community and a CDBG application is necessary, we recommend that Rowan County apply for the entire \$1.5 million dollars in CDBG grant funds that the County is eligible to receive. If the project's final costs met SRU's estimate of \$1.5 million dollars, then Rowan County's required local match would be \$375,000 with \$1,125,000 coming from CDBG funds. This would leave additional grant funds available if the project were to exceed SRU's estimate.

5. Model of County Revenue – 10-Year Horizon

Project Kodiak expects that the majority of construction, equipment installation, and infrastructure improvements will be complete by December 31, 2022. The overall investment timeline is based on information provided to the Rowan EDC by the company.

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
- \$55 million of new equipment and construction occurs prior to December 31, 2022
- The project is complete by December 31, 2022

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 five incentivized years, Rowan County would collect \$1,735,750 in revenue and provide incentive grants totaling \$1,388,600. The County would retain \$350,150 of revenue during the incentive term.
- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated \$3,557,625, disburse a \$1,388,600 grant and retain an estimated \$2,169,025 of new revenue.

Project Kodiak:

<i>(Construction Completed by December 31, 2022)</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		\$48,000,000	\$51,000,000	\$53,000,000	\$55,000,000	\$55,000,000
County Tax Rate	0.6625%		0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
County Tax Revenue	Local Taxable Capital Investment times County Tax Rate		\$318,000	\$337,875	\$351,125	\$364,375	\$364,375
Expansion Grant %	80% for 5 years. Paid in FY 2021 - 2025		80%	80%	80%	80%	80%
Expansion Grant %	County Tax Revenue times Expansion Grant		\$254,400	\$270,300	\$280,900	\$291,500	\$291,500
County Net Revenue	County Tax Revenue minus Expansion Grant		\$63,600	\$67,575	\$70,225	\$72,875	\$72,875

FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	10 Year Sum.
2024	2025	2026	2027	2028	
\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000
0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
\$364,375	\$364,375	\$364,375	\$364,375	\$364,375	\$3,557,625
\$0	\$0	\$0	\$0	\$0	\$1,388,600
\$364,375	\$364,375	\$364,375	\$364,375	\$364,375	\$2,169,025

6. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Kodiak would create a total of 600 new full time jobs as well as add \$55 million dollars to the County's tax base. The project would also generate approximately \$364,000 of annual tax revenue for the County after the incentive period concludes.

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.

7. Draft Incentive Agreement

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 "Project Kodiak" and its wholly owned subsidiary, _____, (hereinafter jointly 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 identified as Rowan County Tax Parcel 052 096, located at the intersection of Long Ferry Road and Interstate 85 (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 \$55 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 80% (0.80).

- 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 Eighty Percent (80%) 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, 2019.
- 2) The Company shall receive the Grant for five separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2020, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2021. If the Facility is not complete by January 1, 2020, 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, 2020.
- 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 600 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2022, the Company shall employ 600 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 FTEs (in aggregate)</u>
FY 20-21	147
FY 21-22	385
FY 22-23	484
FY 23-24	600
FY 24-25	600

- 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):
Rowan County Attorney
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8198
Facsimile: (704) 216-8195

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.

(Company Name)

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name _____

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds, Chairman
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

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: Finance Department
DATE: October 4, 2018
SUBJECT: Financial Report

Please see attached graphs.

ATTACHMENTS:

Description

Graphs

Upload Date

10/4/2018

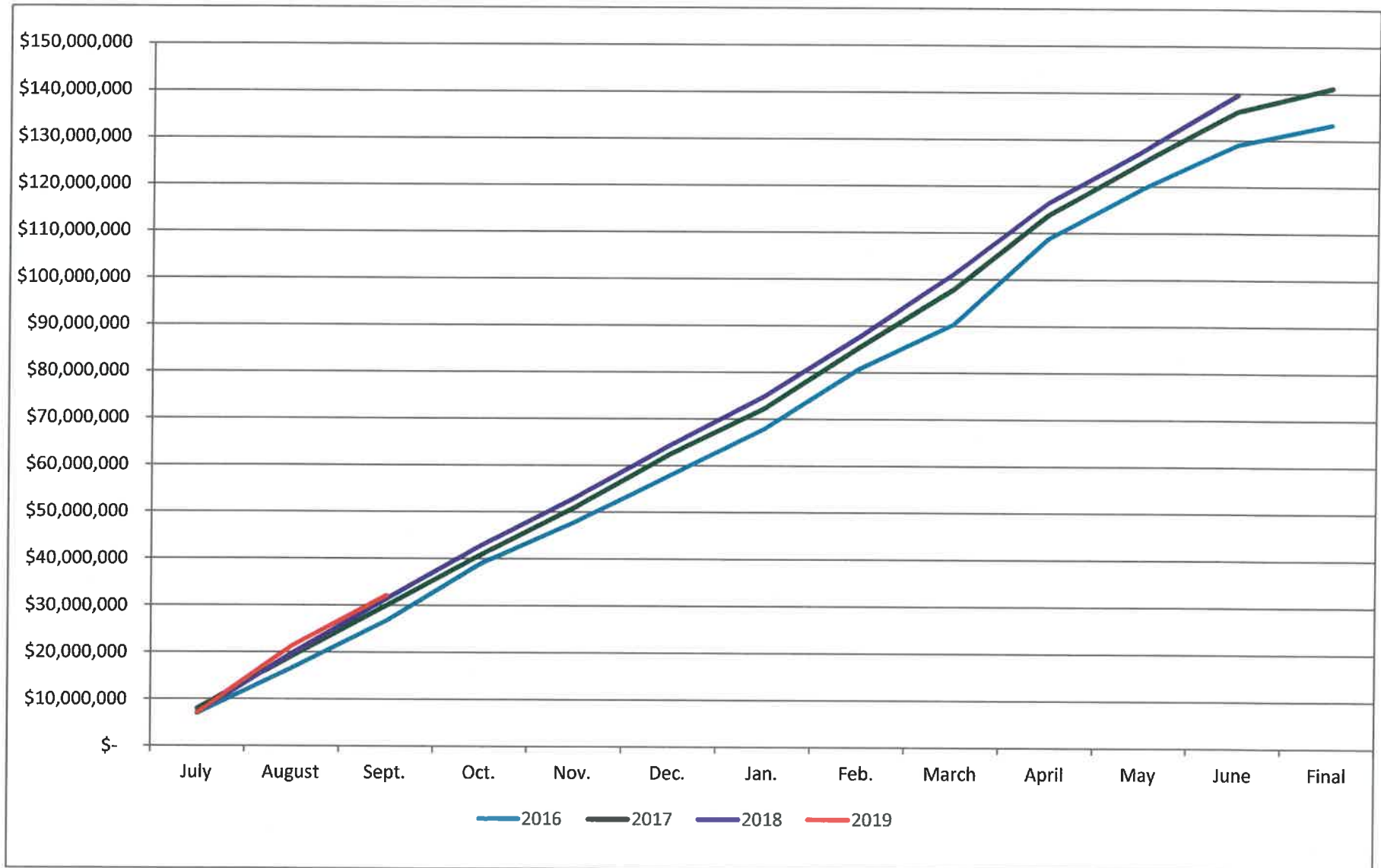
Type

Backup Material

**ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019**

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

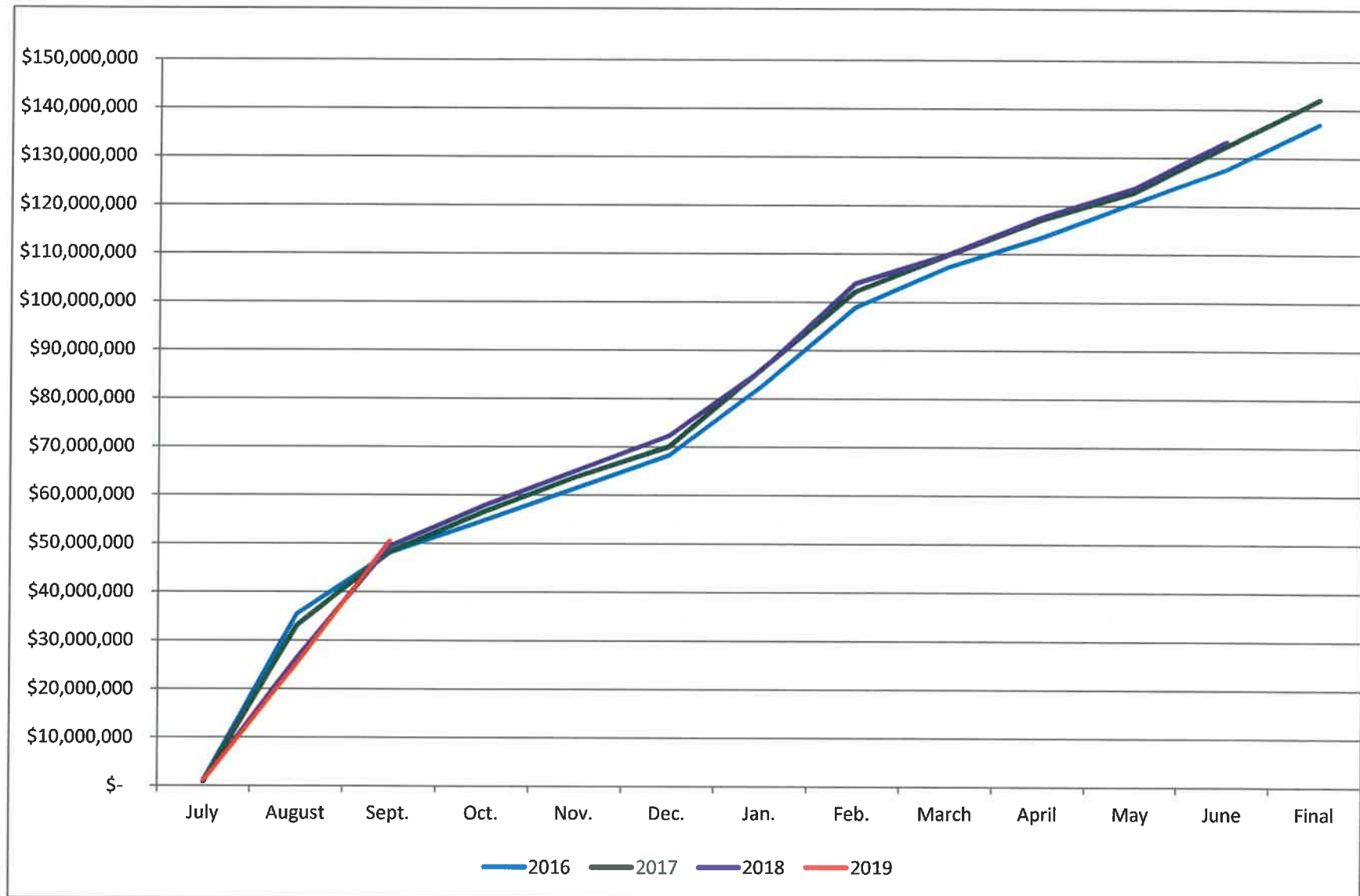
September	
2019	\$ 32,073,102
2018	\$ 31,373,850
2017	\$ 29,972,975
2016	\$ 26,685,022



**ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019**

ANNUAL CUMULATIVE REVENUE COMPARISONS

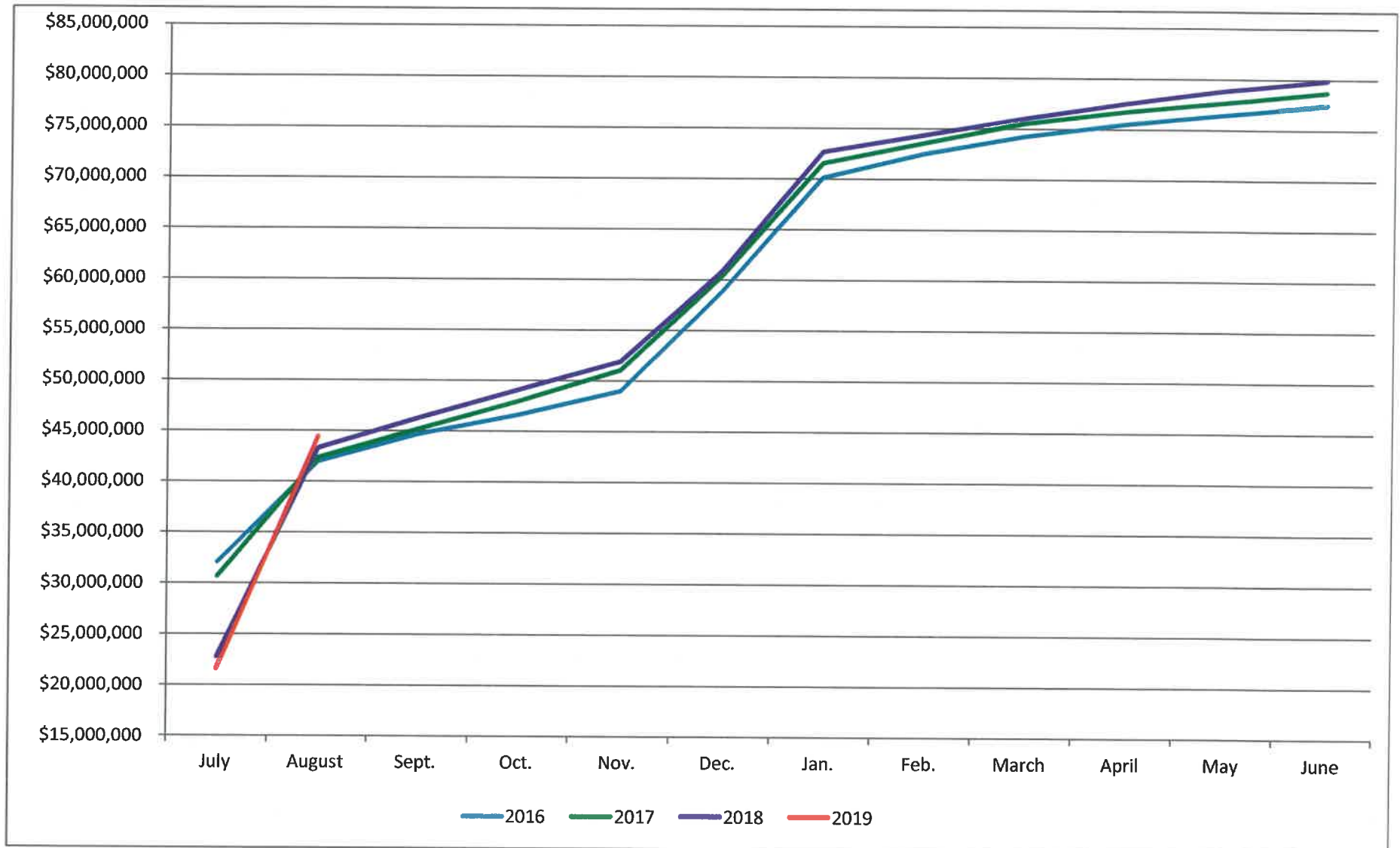
September		
2019	\$	50,474,400
2018	\$	49,347,817
2017	\$	48,253,915
2016	\$	48,046,551



**ROWAN COUNTY
GENERAL FUND
Fiscal Years 2016 - 2019**

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

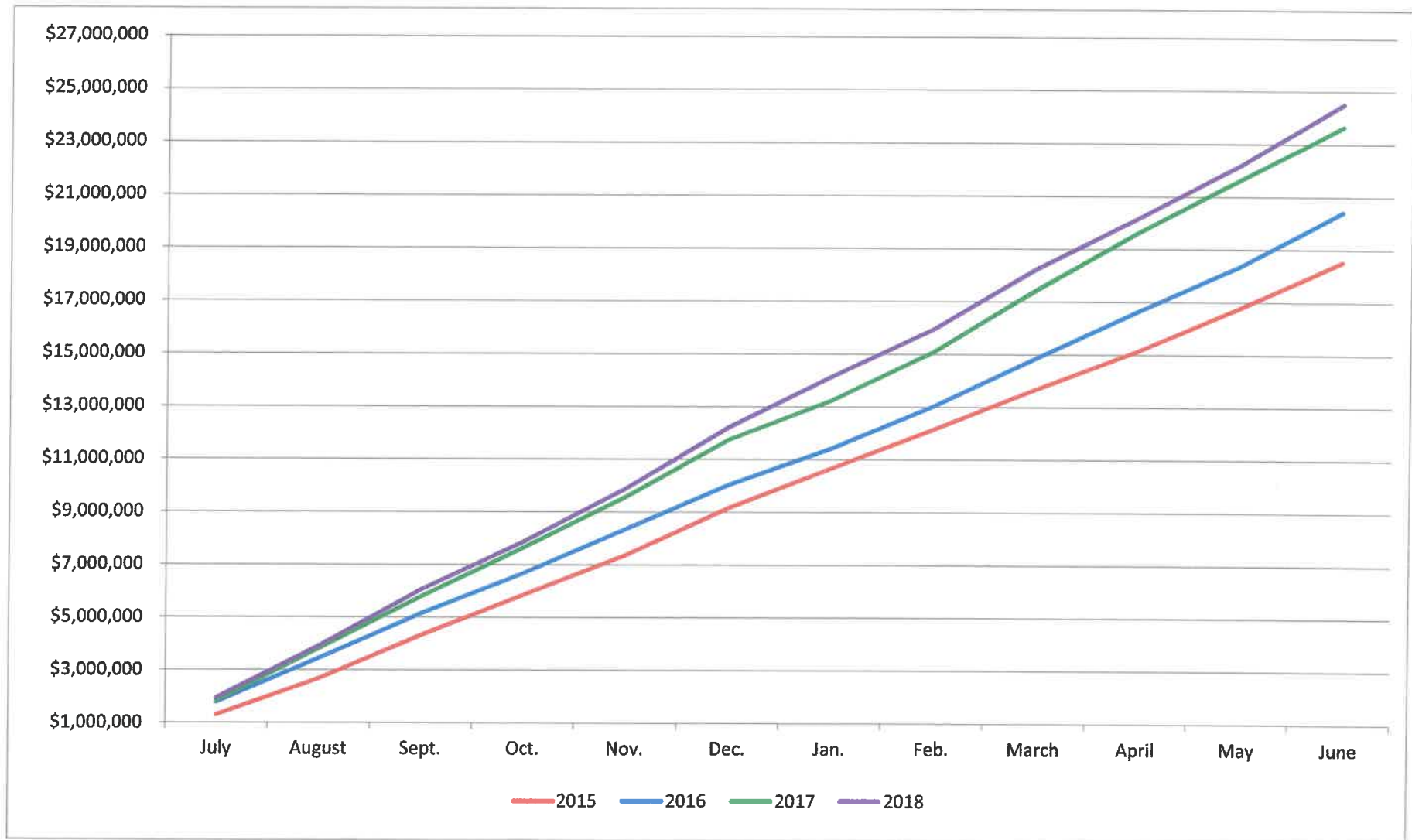
August		
2019	\$	44,409,708
2018	\$	43,253,959
2017	\$	42,316,190
2016	\$	41,945,916



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

ANNUAL CUMULATIVE SALES TAX COMPARISONS

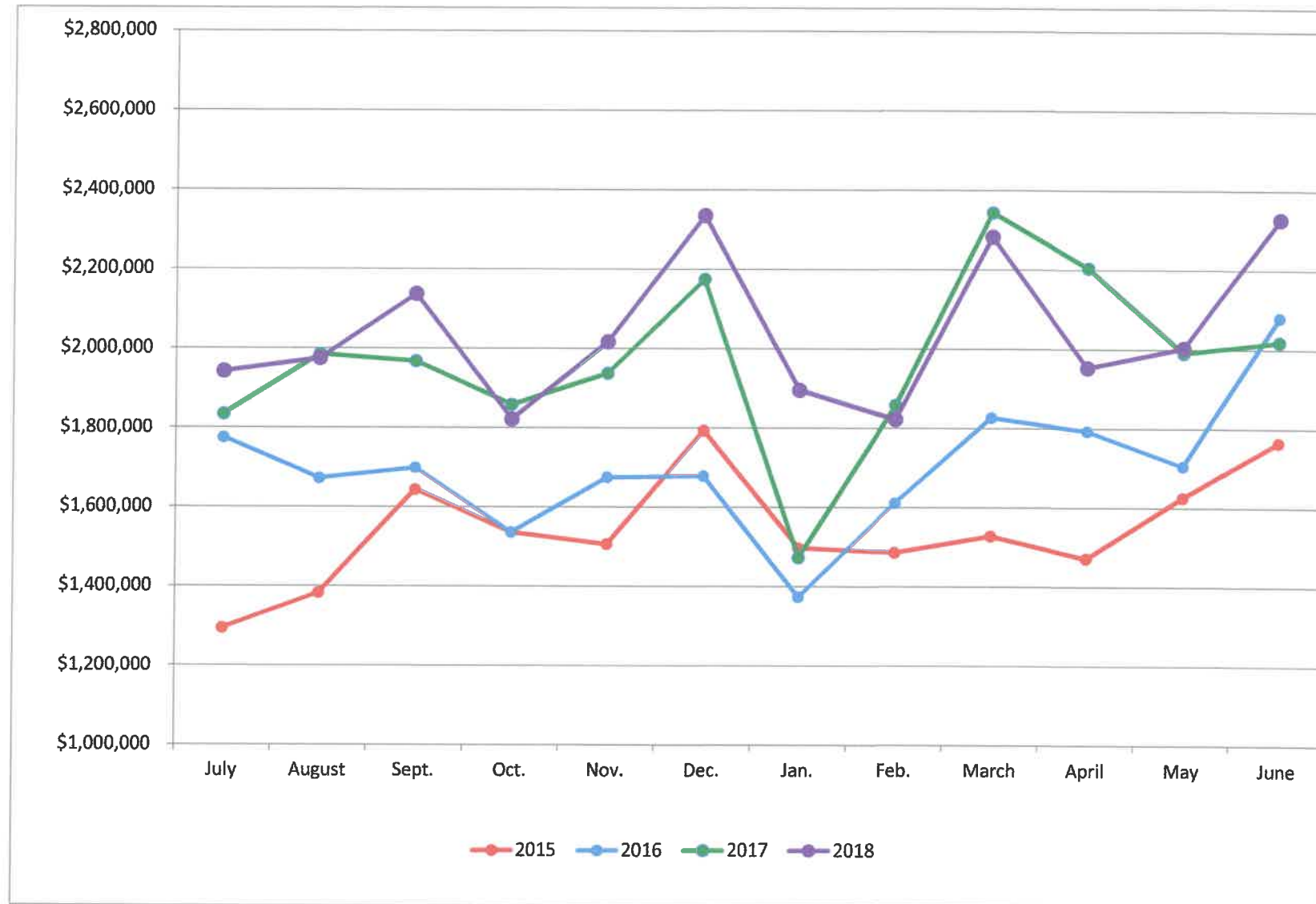
June		
2018	\$	24,514,531
2017	\$	23,650,001
2016	\$	20,430,780
2015	\$	18,534,768



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

MONTHLY SALES TAX COMPARISONS

	June
2018	\$ 2,327,813
2017	\$ 2,018,674
2016	\$ 2,080,206
2015	\$ 1,764,939



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: October 8, 2018
SUBJECT: Budget Amendments

Please see the attached budget amendments.

Please approve the attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	10/8/2018	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget the Walmart Foundation Grant awarded to Rowan County to be used for the 'Shop with a Cop' program. This grant application was approved by the BOC on April 2, 2018.

Prepared by: Lisa Bevis

Date: 10/04/18

Reviewed:

BUDGET INFORMATION:

[illegible]

[illegible]

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2018 for the Sheriff's Office. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 10/04/18

BUDGET INFORMATION:

Reviewed by: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Appropriated - Restricted	R	1144410-495010	26,207	
Supplies: Other Small Equipment	E	1154410-561095-44101	1,585	
Special Projects: Calendar	E	1154410-582015	126	
Program Activies: GREAT	E	1154410-583017	8,085	
Special Projects: Meeting/Training Food	E	1154410-582009	14,658	
Sheriff's Christmas Caring	E	1154410-583089	944	
Special Projects: Explorer Expenditures	E	1154410-582032	809	
Fund Balance Appropriated - Restricted	R	1144412-495010	9,083	
Alcoa: Other Supplies	E	1154412-561090	9,083	
Fund Balance Appropriated - Restricted	R	1144416-495010	58,224	
Tech Service - Serv & Maint	E	1154416-534030	10,000	
Telephone	E	1154416-553005	2,000	
Travel - State	E	11544165-558065	4,000	
Training - State	E	11544165-559050	2,000	
Supplies: Other - State	E	1154416-561910	25,224	
Weapons - State	E	11544165-561098	10,000	
F/A: Asset Forfeiture - State	E	11544165-576005	5,000	
Fund Balance Appropriated - Restricted	R	1144416-495010	52,965	
R&M - Vehicles - Federal	E	1154416-543020	5,000	
Travel - Federal	E	11544162-558026	1,000	
Training - Federal	E	11544162-559026	1,000	
Other Small Equipment - Federal	E	1154416-561095	7,965	
Weapons - Federal	E	11544162-561099	10,000	
F/A: Asset Forfeiture - Federal	E	11544162-576006	8,000	
Drug Education - Federal	E	11544162-582013	10,000	
Asset Forfeiture - Federal	E	11544162-582018	10,000	
Fund Balance Appropriated - Restricted	R	1144419-495010	27,510	
Special Projects: Katrina	E	1154419-582024	20,386	
Other Small Equipment	E	1154419-561095	7,124	
Fund Balance Appropriated - Restricted	R	1144417-495010	5,443	
Technology Services - Serv & Maint	E	1154417-534030	5,443	
Insurance Settlement Proceeds	R	11444162-489030		1,800
Telephone	E	1154416-553005		1,800
DEPARTMENT HEAD	COUNTY MANAGER		ACCOUNTING USE ONLY	
Approved: <u>✓</u>	Approved: _____		Budget Revision # _____	
Disapproved: _____	Disapproved: _____		Date Posted: _____	
Amended: _____	Amended: _____		Group Number: _____	
Date: <u>10/05/18</u>	Date: _____		Posted by: _____	
Signature: <u>P. Hendrick</u>	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: Franklin Barnes, RTS Director
DATE: 10/04/18
SUBJECT: Public Hearing for FY 2020 CTP Grant Applications

The North Carolina Public Transportation Division is now accepting Transportation Programs applications for Fiscal Year 2020. The following overview is provided for your consideration at the October 15, 2018 Public Hearing.

ATTACHMENTS:

Description	Upload Date	Type
Grant Applications for consideration Fiscal Year 2020	10/4/2018	Cover Memo
Copies of Required CTP Public Hearing Notices	10/10/2018	Cover Memo

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2020 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital budget Section 5310 program.

WHEREAS, Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of Rowan County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

**** The approved resolution allows the Authorized Representative to receive, sign, and return the contract(s) for the grant(s) applied for without the contract(s) resubmitted to the applicants Board for review.**

I (Certifying Official's Name)* _____ (Certifying Official's Title) _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

*Notary Public **

Printed Name and Address

My commission expires (date) _____

Affix Notary Seal Here

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

Rowan County Board of Commissioners PUBLIC NOTICE

The Rowan County Board of Commissioners will hold a public hearing on October 15, 2018 during the 6:00 pm meeting to be held in the J. Newton Cohen Sr. Room, located in the Rowan County Administration Building, 130 West Innes Street, Salisbury, NC. Those interested in attending the public hearing and needing either auxiliary aids and services under the American with Disabilities Act (ADA) or a language translator should contact Carolyn Barger, Clerk to the Board, on or before October 15, 2018.

The purpose of the hearing is to receive comments on FY'2020 Community Transportation Program [CTP] grant applications (5307, 5310, 5311, and Combined Capital) that will be submitted to the NC Public Transportation Division before November 2, 2018. Rowan County will apply for Administrative, Operating and Capital funding to support the coordination of community transportation strategies and to acquire the necessary equipment to provide transit services in Rowan County. Rowan Transit System (RTS) is proposing the continuation of transit services for rural general public passengers and human service agencies. RTS will use service designs of demand response, subscription trips, and referrals to other community transportation providers. The project will use both standard vans and conversion vehicles with lifts. The Rowan County application will apply for an estimated \$236,672 in administrative funds, \$192,500 in capital funds and \$160,000 in operating funds. Transportation program grants require a 15% local match for Administrative funds 10% match for capital funds and 50% match for Operating funds. Each program, project period is for July 1, 2019 to June 30, 2020. Applications are open for public inspection and comment from October 2, 2018 until October 15, 2018. Copies of the application may be obtained by contacting Franklin Barnes, RTS Director, at the Rowan County Transportation Department, 2726 Old Concord Rd, Salisbury, NC 28146 or by telephone at 704-216-8889. Written comments may also be directed to Mr. Barnes at the same address.

This the 2nd day of October 2018.

**Carolyn Barger, MMC, NCMCC
Clerk to the Board
Board of Commissioners**

Equal Opportunity Employer



recycled paper

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

Condado de Rowan Junta de Comisionados **NOTIFICACION PÚBLICA**

La Junta de Comisionados del Condado de Rowan tendrá una audiencia pública el 15 de Octubre del 2018 durante la reunión que se efectuará en el Edificio Administrativo del Condado de Rowan. Dicha reunión será a las 6:00 pm en el J. Newton Cohen Sr. Room, localizado en 130 West Innes Street, Salisbury, NC. Los interesados en asistir a la audiencia pública y/o necesiten ayuda auxiliar y servicios bajo El Acta para los Estadounidenses con Discapacidades (ADA) o un traductor de lenguaje, deben comunicarse con Carolyn Barger, Secretaria de la Junta, en o antes del 15 de Octubre del 2018.

El propósito de la audiencia es para recibir comentarios en FY'2020 sobre el Programa de Transportación para la Comunidad [CTP] solicitud de subsidios (5307, 5310, 5311, y Capital Combinado) que serán sometidos a la División de Transportación Público de NC antes del 2 de Noviembre del 2018. El condado de Rowan aplicará para fondos Administrativos y Capitales para apoyar la coordinación de las estrategias de transportación en la comunidad y poder adquirir los equipos necesarios para proveer Servicios de Tránsito en el Condado de Rowan. RTS propone la continuación de servicios de tránsito para pasajeros públicos rurales y agencias de servicios humanos. RTS usará diseños de servicios en respuestas a la demanda, viajes de suscripción y referidos a otros proveedores de transportación a la comunidad. El proyecto usará furgonetas estándares y vehículos de conversión con levantadores. El Condado de Rowan aplicará una cantidad estimada de \$236,672 en fondos administrativos, \$192,500 en fondos capitales y \$160,000 en fondos operativos. El Programa de Subsidio a la Transportación requiere una igualación de un 15% para fondos locales Administrativos, un 10% para fondos Capitales y un 50% para fondos Operativos. El periodo de proyección para cada programa es de Julio 1 2019 a Junio 30 2020. Las aplicaciones están abiertas para inspección pública y comentarios desde Octubre 2, 2018 hasta Octubre 15, 2018. Copias de la aplicación pueden obtenerse comunicándose con Franklin Barnes, Director de RTS, en el Departamento de Transportación del Condado de Rowan, 2726 Old Concord Rd, Salisbury, NC 28146 o por teléfono al 704-216-8889. Comentarios por escrito también pueden ser dirigidos al Sr. Barnes en la misma dirección.

Este día 2 de Octubre 2018

Carolyn Barger, MMC, NCMCC
Secretaria de Junta
Comisionados del Condado de Rowan



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Commissioner Craig Pierce
DATE:
SUBJECT: Public Hearing for Proposed Text Amendments to Chapter 5 (Animals) of the Rowan County Code of Ordinances

ATTACHMENTS:

Description	Upload Date	Type
Proposed Text Amendments	10/8/2018	Cover Memo



Rowan County Board of Commissioners
130 West Innes Street, Salisbury, NC 28144
(704) 216-8180

To: Rowan County Board Commissioners
From: Commissioner Craig Pierce
Date: September 26, 2018
Subject: Request to Schedule Public Hearing for October 15, 2018 to Consider Text Amendments for Restraint of Non-vicious Animals

I would like for the Board to schedule a public hearing for October 15, 2018 to consider text amendments to Chapter 5 of the Animal Control Ordinance, for the restraint of non-vicious animals.

I am requesting to add the following **highlighted** sentences to Section 5-36:

- (a) Sufficient restraint shall include, but is not be limited to, restraint by a leash attached to a harness or collar, or similar effective or humane device that is physically capable of restraining an animal, or confinement indoors or within a cage suitable for the animal, fence, or similar secure enclosure or temporarily in a vehicle for travel whether the vehicle is in motion or stopped. Electronic control devices such as correction collars are not considered restraint off of the owners property. **Acceptable leash length in constricted public spaces including sidewalks and other public pathways where people and pets are in close proximity to each other shall not exceed six feet in length. In larger public spaces that are open such as fields, leash length up to a maximum of sixteen feet is acceptable.** Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper.

If you have any questions, please contact me.

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: October 5, 2018
SUBJECT: Public Hearing for FDPO 01-18

As part of a continued effort by the North Carolina Department of Public Safety (NCDPS) to maintain flood maps that accurately reflect associated flood risks, periodic updates to the maps are anticipated throughout the state based on need and available funding. The portions of preliminary maps issued to Cabarrus County which extend within Rowan County require adoption prior to the effective map date of November 16, 2018. It is our understanding the remaining map updates for Rowan County should be issued in 2019 and will require subsequent adoption.

The 2009 FDPO mirrored the NCDPS model ordinance, which was deemed compliant by the Federal Emergency Management Agency (FEMA) for communities to participate in the National Flood Insurance Program. Since this time, several changes have been identified to the model ordinance and must be incorporated within our FDPO to remain FEMA compliant.

Of the four (4) DFIRM panels [Panel numbers 5604, 5614, 5624, & 5634] that extend within Rowan County's jurisdiction, staff identified one parcel where the flood boundary changes (see enclosed maps). Tax Parcel 249D-072, owned by Michael Watt located at 4747 Rainbow Dr. Kannapolis, contains existing areas of flood plain associated with Fisher Town Branch noted on the Cabarrus maps. Preliminary maps show this area widening but also extending approximately 116 feet from the previous flood map boundary location. As an aside, it is highly likely the flood plain area will continue further into the Watt property once the Rowan maps are released.

Receive staff report, conduct public hearing, and approve / deny / table FDPO 01-18

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/5/2018	Exhibit
GIS Map	10/5/2018	Exhibit
Watt Map	10/5/2018	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 the Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: October 5, 2018
RE: **FDPO 01-18**

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Conduct public hearing ☐ Close hearing & discuss ☐ Motion to Approve / Deny / Table **FDPO 01-18**

BACKGROUND

On May 4, 2009, Rowan County adopted a new Flood Damage Prevention Ordinance (FDPO) along with Digital Flood Insurance Rate Maps (DFIRM) for the areas outside our ten (10) municipalities and their Extra Territorial Jurisdictions. This served as a significant shift from 1979 paper maps to digital data established with improved technologies and also accounted for 30 years of development affecting map boundaries and flood elevations.

As part of a continued effort by the North Carolina Department of Public Safety (NCDPS) to maintain flood maps that accurately reflect associated flood risks, periodic updates to the maps are anticipated throughout the state based on need and available funding. The portions of preliminary maps issued to Cabarrus County which extend within Rowan County require adoption prior to the effective map date of November 16, 2018. It is our understanding the remaining map updates for Rowan County should be issued in 2019 and will require subsequent adoption.

The 2009 FDPO mirrored the NCDPS model ordinance, which was deemed compliant by the Federal Emergency Management Agency (FEMA) for communities to participate in the National Flood Insurance Program. Since this time, several changes have been identified to the model ordinance and must be incorporated within our FDPO to remain FEMA compliant.

**PROPOSED MAP AND
ORDINANCE CHANGES**

Of the four (4) DFIRM panels [Panel numbers 5604, 5614, 5624, & 5634] that extend within Rowan County's jurisdiction, staff identified one parcel where the flood boundary changes (see enclosed maps). Tax Parcel 249D-072, owned by Michael Watt located of 4747 Rainbow Dr. Kannapolis, contains existing areas of flood plain associated with Fisher Town Branch noted on the Cabarrus maps. Preliminary maps show this area widening but also extending approximately 116 feet from the previous flood map boundary location. As an aside, it is highly likely the flood plain area will continue further into the Watt property once the Rowan maps are released.

Mr. Watt has been notified of the courtesy hearing to consider the DFIRM and ordinance changes. No other identifiable changes to the maps were observed within these overlapping Cabarrus County panels.

The following ordinance language is predominantly needed for clarification, while others could be classified as new regulations. However, no new standards proposed are considered optional or "higher standards" by NCDPS.

Text proposed for deletion appear ~~highlighted with strikethroughs~~ while new text appear as **bold red text**.

Chapter 9 FLOOD DAMAGE PREVENTION*

***Editor's note:** Articles 1--6 of an ordinance adopted May 4, 2009, is being treated as superseding the provisions adopted May 20, 2002 from which Ch. 9, §§ 9-1--9-15, 9-31--9-35, 9-61--9-64 derived.

Cross references: Buildings, Ch. 7; licenses, Ch. 10; mobile homes, Ch. 13; planning and development, Ch. 17; soil erosion and sedimentation, Ch. 18; watershed protection, Ch. 20; zoning, Ch. 21; mobile home parks in floodplains, § 13-80.

State law references: Floodplain regulation, G.S. 143-215.51 et seq.; special assessments for flood protection works, G.S. 153A-185 et seq.

Article I. Statutory Authorization, Findings of Fact, Purpose and Objectives

Sec. 9-1. Statutory authorization.

Sec. 9-2. Findings of fact.

Sec. 9-3. Statement of purpose.

Sec. 9-4. Objectives.

Sec. 9-5. Definitions.

Sec. 9-6. Lands to which this chapter applies.

Sec. 9-7. Basis for establishing the special flood hazard areas.

Sec. 9-8. Establishment of floodplain development permit.

Sec. 9-9. Compliance.

Sec. 9-10. Abrogation and greater restrictions.

Sec. 9-11. Interpretation.

Sec. 9-12. Warning and disclaimer of liability.

Sec. 9-13. Penalties for violation.

Secs. 9-14--9-30. Reserved.

Article II. Administration.

Sec. 9-31. Designation of floodplain administrator.

Sec. 9-32. Floodplain development application, permit and certification requirements.

Sec. 9-33. Duties and responsibilities of the floodplain administrator.

Sec. 9-34. Corrective procedures.

Sec. 9-35. Variance procedures.

Secs. 9-36--9-50. Reserved.

Article III. Provisions For Flood Hazard Reduction

Sec. 9-51. General standards.

Sec. 9-52. Specific standards.

Sec. 9-53. Reserved.

Sec. 9-54. Standards for floodplains without established base flood elevations.

Sec. 9-55. Standards for riverine floodplains with base flood elevations but without established floodways or non-encroachment areas.

Sec. 9-56. Floodways and non-encroachment areas.

Secs. 9-57--9-75. Reserved.

Article IV. Legal Status Provisions

Staff Comments

1 Sec. 9-76. Effect on rights and liabilities under the existing flood damage prevention
2 ordinance.

3 Sec. 9-77. Effect upon outstanding floodplain development permits.

4 Sec. 9-78. Severability.

5 Sec. 9-79. Effective date.

6
7 **ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT,**
8 **PURPOSE AND OBJECTIVES**

9
10 **Sec. 9-1. Statutory authorization.**

11
12 The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter
13 143; Parts 3 and 4 of Article 18 of Chapter 153A; and Part 121, Article 6 of Chapter
14 153A of the North Carolina General Statutes, delegated to local governmental units
15 the responsibility to adopt regulations designed to promote the public health, safety,
16 and general welfare.

17
18 **Therefore, the Board of Commissioners of Rowan County, North Carolina,**
19 **does ordain as follows:**

20
21 (Ord. of 5-4-09, art. 1, § A)

22
23 **Sec. 9-2. Findings of fact.**

24
25 (1) The floodprone areas within the jurisdiction of Rowan County are subject to
26 periodic inundation which results in loss of life, property, health and safety
27 hazards, disruption of commerce and governmental services, extraordinary
28 public expenditures of flood protection and relief, and impairment of the tax
29 base, all of which adversely affect the public health, safety, and general
30 welfare.

31
32 (2) These flood losses are caused by the cumulative effect of obstructions in
33 floodplains causing increases in flood heights and velocities and by the
34 occupancy in floodprone areas of uses vulnerable to floods or other hazards.

35
36 (Ord. of 5-4-09, art. 1, § B)

37
38 **Sec. 9-3. Statement of purpose.**

39
40 It is the purpose of this chapter to promote public health, safety, and general welfare
41 and to minimize public and private losses due to flood conditions within floodprone
42 areas by provisions designed to:

43
44 (1) Restrict or prohibit uses that are dangerous to health, safety, and property due
45 to water or erosion hazards or that result in damaging increases in erosion,
46 flood heights or velocities;

Language from model ordinance

Staff Comments

- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

(Ord. of 5-4-09, art. 1, § C)

Sec. 9-4. Objectives.

The objectives of this chapter are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in floodprone areas;
- (6) Minimize damage to private and public property due to flooding;**
- (7) Make flood insurance available to the community through the National Flood Insurance Program;**
- (8) Maintain the natural and beneficial functions of floodplains;**
- (9) Help maintain a stable tax base by providing for the sound use and development of floodprone areas; and**
- (10) Ensure that potential buyers are aware that property is in a special flood hazard area.**

(Ord. of 5-4-09, art. 1, § D)

Sec. 9-5. Definitions.

Model ordinance language. No new standards or requirements as a result of additional objective cited.

Staff Comments

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Accessory structure (appurtenant structure) means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure.

Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition (to an existing building) means an extension or increase in the floor area or height of a building or structure.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.

~~*Area of shallow flooding means a designated zone AO on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.*~~

Area of special flood hazard: See "special flood hazard area (SFHA)".

Base flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means a determination of the water surface elevations of the base flood as published in the flood insurance study. When the BFE has not been provided in a "special flood hazard area", it may be obtained from engineering studies available from a federal, state, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "freeboard", establishes the "regulatory flood protection elevation".

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building: See "Structure".

Model ordinance change to define this modification which is currently referenced in the ordinance but not defined.

Not necessary since the county does not have AO zones.

Staff Comments

1 *Chemical storage facility* means a building, portion of a building, or exterior area
 2 adjacent to a building used for the storage of any chemical or chemically reactive
 3 products.

4
 5 ***Design Flood: See “Regulatory Flood Protection Elevation”.***

6
 7 *Development* means any manmade change to improved or unimproved real estate,
 8 including, but not limited to, buildings or other structures, mining, dredging, filling,
 9 grading, paving, excavation or drilling operations, or storage of equipment or
 10 materials.

11
 12 ***Development Activity means any activity defined as Development which will***
 13 ***necessitate a Floodplain Development Permit. This includes buildings,***
 14 ***structures, and non-structural items, including (but not limited to) fill,***
 15 ***bulkheads, piers, pools, docks, landings, ramps, and erosion***
 16 ***control/stabilization measures.***

17
 18 ***Digital Flood Insurance Rate Map (DFIRM) means the digital official map of a***
 19 ***community, issued by the Federal Emergency Management Agency (FEMA),***
 20 ***on which both the Special Flood Hazard Areas and the risk premium zones***
 21 ***applicable to the community are delineated.***

22
 23 *Disposal* means, as defined in G.S. 130A-290(a)(6), the discharge, deposit, injection,
 24 dumping, spilling, leaking, or placing of any solid waste into or on any land or water
 25 so that the solid waste or any constituent part of the solid waste may enter the
 26 environment or be emitted into the air or discharged into any waters, including
 27 groundwaters.

28
 29 *Elevated building* means a non-basement building which has its lowest elevated
 30 floor raised above ground level by foundation walls, shear walls, posts, piers,
 31 pilings, or columns.

32
 33 *Encroachment* means the advance or infringement of uses, fill, excavation,
 34 buildings, structures or development into a floodplain, which may impede or alter
 35 the flow capacity of a floodplain.

36
 37 ***Existing building and existing structure means any building and/or structure for***
 38 ***which the “start of construction” commenced before December 17, 1979***
 39 ***(adoption of first floodplain management ordinance).***

40
 41 *Existing manufactured home park or manufactured home subdivision means a*
 42 *manufactured home park or subdivision for which the construction of facilities for*
 43 *servicing the lots on which the manufactured homes are to be affixed (including, at a*
 44 *minimum, the installation of utilities, the construction of streets, and either final site*
 45 *grading or the pouring of concrete pads) was completed before the initial effective*
 46 *date of the floodplain management regulations adopted by the community.*
 47

Current ordinance references development “activity”. Definition added here for additional clarification.

Terminology used to distinguish current flood data in digital form from previous versions, which were on printed maps only.

Definition used to supplement use of “pre-firm” structure which existed prior to the initial flood ordinance adopted December 17, 1979.

Staff Comments

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters; and/or

(2) The unusual and rapid accumulation of runoff of surface waters from any source.

~~*Flood boundary and floodway map (FBFM)* means an official map of a community, issued by the Federal Emergency Management Agency, on which the special flood hazard areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the flood insurance rate map (FIRM).~~

~~*Flood hazard boundary map (FHBM)* means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the special flood hazard areas have been defined as zone A.~~

Flood insurance means the insurance coverage provided under the National Flood Insurance Program.

Flood insurance rate map (FIRM) means an official map of a community, issued by the Federal Emergency Management Agency, on which both the special flood hazard areas and the risk premium zones applicable to the community are delineated.

Flood insurance study (FIS) means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the Federal Emergency Management Agency. The flood insurance study report includes flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs), if published.

Floodprone area: see "Floodplain".

Flood zone means a geographical area shown on a flood hazard boundary map or flood insurance rate map that reflects the severity or type of flooding in the area.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain development permit means any type of permit that is required in conformance with the provisions of this chapter, prior to the commencement of any development activity.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to,

Terms referenced the predecessor maps to digital flood maps.

Staff Comments

1 emergency preparedness plans, flood control works, floodplain management
2 regulations, and open space plans.

3
4 *Floodplain management regulations* means this chapter and other zoning ordinances,
5 subdivision regulations, building codes, health regulations, special purpose
6 ordinances, and other applications of police power. This term describes federal, state
7 or local regulations, in any combination thereof, which provide standards for
8 preventing and reducing flood loss and damage.

9
10 *Flood proofing* means any combination of structural and non-structural additions,
11 changes, or adjustments to structures which reduce or eliminate flood damage to real
12 estate or improved real property, water and sanitation facilities, structures, and their
13 contents.

14
15 ***Flood-resistant material means any building product [material, component or***
16 ***system] capable of withstanding direct and prolonged contact (minimum 72***
17 ***hours) with floodwaters without sustaining damage that requires more than***
18 ***low-cost cosmetic repair. Any material that is water-soluble or is not resistant***
19 ***to alkali or acid in water, including normal adhesives for above-grade use, is***
20 ***not flood-resistant. Pressure-treated lumber or naturally decay-resistant***
21 ***lumpers are acceptable flooring materials. Sheet-type flooring coverings that***
22 ***restrict evaporation from below and materials that are impervious, but***
23 ***dimensionally unstable are not acceptable. Materials that absorb or retain***
24 ***water excessively after submergence are not flood-resistant. Please refer to***
25 ***Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and***
26 ***available from the FEMA. Class 4 and 5 materials, referenced therein, are***
27 ***acceptable flood-resistant materials.***

28
29 *Floodway* means the channel of a river or other watercourse, **including the area**
30 **above a bridge or culvert when applicable**, and the adjacent land areas that must
31 be reserved in order to discharge the base flood without cumulatively increasing the
32 water surface elevation more than one (1) foot.

33
34 ***Floodway encroachment analysis means an engineering analysis of the impact***
35 ***that a proposed encroachment into a floodway or non-encroachment area is***
36 ***expected to have on the floodway boundaries and flood levels during the***
37 ***occurrence of the base flood discharge. The evaluation shall be prepared by a***
38 ***qualified North Carolina licensed engineer using standard engineering methods***
39 ***and models.***

40
41 *Freeboard* means the height added to the base flood elevation (BFE) to account for
42 the many unknown factors that could contribute to flood heights greater than the
43 height calculated for a selected size flood and floodway conditions, such as wave
44 action, blockage of bridge openings, and the hydrological effect of urbanization of
45 the watershed. The base flood elevation plus the freeboard establishes the
46 "regulatory flood protection elevation".
47

Definition necessary to explain and reference acceptable materials in applications below the flood protection elevation. Ordinance currently reference flood resistant materials.

Clarification

Simple definition used to indicate these encroachments require an NC engineer review.

Staff Comments

1 *Functionally dependent facility* means a facility which cannot be used for its
 2 intended purpose unless it is located in close proximity to water, limited to a docking
 3 or port facility necessary for the loading and unloading of cargo or passengers,
 4 shipbuilding, or ship repair. The term does not include long-term storage,
 5 manufacture, sales, or service facilities.

6
 7 *Hazardous waste management facility* means, as defined in G.S. 130A, Article 9, a
 8 facility for the collection, storage, processing, treatment, recycling, recovery, or
 9 disposal of hazardous waste.

10
 11 *Highest adjacent grade (HAG)* means the highest natural elevation of the ground
 12 surface, prior to construction, immediately next to the proposed walls of the
 13 structure.

14
 15 *Historic structure* means any structure that is:

16
 17 (a) Listed individually in the National Register of Historic Places (a listing
 18 maintained by the U.S. Department of Interior) or preliminarily determined
 19 by the Secretary of Interior as meeting the requirements for individual listing
 20 on the National Register;

21
 22 (b) Certified or preliminarily determined by the Secretary of Interior as
 23 contributing to the historical significance of a registered historic district or a
 24 district preliminarily determined by the Secretary to qualify as a registered
 25 historic district;

26
 27 (c) Individually listed on a local inventory of historic landmarks in
 28 communities with a "Certified Local Government (CLG) Program"; or

29
 30 (d) Certified as contributing to the historical significance of a historic district
 31 designated by a community with a "Certified Local Government (CLG)
 32 Program".

33 Certified Local Government (CLG) Programs are approved by the U.S.
 34 Department of the Interior in cooperation with the North Carolina
 35 Department of Cultural Resources through the State Historic Preservation
 36 Officer as having met the requirements of the National Historic Preservation
 37 Act of 1966 as amended in 1980.

38
 39 ***Letter of Map Change (LOMC)* means an official determination issued by FEMA**
 40 ***that amends or revises an effective Flood Insurance Rate Map or Flood***
 41 ***Insurance Study. Letters of Map Change include:***

42
 43 (a) ***Letter of Map Amendment (LOMA): An official amendment, by***
 44 ***letter, to an effective National Flood Insurance Program map. A LOMA***
 45 ***is based on technical data showing that a property had been***
 46 ***inadvertently mapped as being in the floodplain, but is actually on***
 47 ***natural high ground above the base flood elevation. A LOMA amends***
 48 ***the current effective Flood Insurance Rate Map and establishes that a***

Terminology used to
reference types of
requests to FEMA.

Staff Comments

specific property, portion of a property, or structure is not located in a special flood hazard area.

(b) **Letter of Map Revision (LOMR):** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(c) **Letter of Map Revision Based on Fill (LOMR-F):** A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(d) **Conditional Letter of Map Revision (CLOMR):** A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light Duty Truck means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

(a) **Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or**

(b) **Designed primarily for transportation of persons and has a capacity of more than 12 persons; or**

(c) **Available with special features enabling off-street or off-highway operation and use.**

Lowest adjacent grade (LAG) means the elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Terminology used to reference types of requests to FEMA.

Defines the type of truck referenced in the RV definition.

Staff Comments

1 *Manufactured home park or subdivision* means a parcel (or contiguous parcels) of
 2 land divided into two (2) or more manufactured home lots for rent or sale.
 3

4 *Market value* means the building value, not including the land value and that of any
 5 accessory structures or other improvements on the lot. Market value may be
 6 established by independent certified appraisal; replacement cost depreciated for age
 7 of building and quality of construction (actual cash value); or adjusted tax assessed
 8 values.
 9

10 ~~*Mean sea level* means, for purposes of this chapter, the National Geodetic Vertical~~
 11 ~~*Datum (NGVD) as corrected in 1929, the North American Vertical Datum (NAVD)*~~
 12 ~~*as corrected in 1988, or other vertical control datum used as a reference for*~~
 13 ~~*establishing varying elevations within the floodplain, to which Base Flood*~~
 14 ~~*Elevations (BFEs) shown on a FIRM are referenced. Refer to each FIRM panel to*~~
 15 ~~*determine datum used.*~~
 16

17 *New construction* means structures for which the "start of construction" commenced
 18 on or after the effective date of the initial floodplain management regulations and
 19 includes any subsequent improvements to such structures.
 20

21 *Non-encroachment area* means the channel of a river or other watercourse and the
 22 adjacent land areas that must be reserved in order to discharge the base flood without
 23 cumulatively increasing the water surface elevation more than one (1) foot as
 24 designated in the flood insurance study report.
 25

26 *Post-FIRM* means construction or other development for which the "start of
 27 construction" occurred on or after the effective date of the initial flood insurance rate
 28 map.
 29

30 *Pre-FIRM* means construction or other development for which the "start of
 31 construction" occurred before the effective date of the initial flood insurance rate
 32 map.
 33

34 *Principally above ground* means that at least fifty-one (51) percent of the actual cash
 35 value of the structure is above ground.
 36

37 *Public safety and/or nuisance* means anything which is injurious to the safety or
 38 health of an entire community or neighborhood, or any considerable number of
 39 persons, or unlawfully obstructs the free passage or use, in the customary manner, of
 40 any navigable lake, or river, bay, stream, canal, or basin.
 41

42 *Recreational vehicle (RV)* means a vehicle, which is:
 43

44 (a) Built on a single chassis;
 45

46 (b) Four hundred (400) square feet or less when measured at the largest
 47 horizontal projection;
 48

Reference removed in
 model ordinance in
 favor of referencing
 NAVD 88 datum where
 needed

(c) Designed to be self-propelled or permanently towable by a light duty truck; **and**

(d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use; **and**

(e) Is fully licensed and ready for highway use.

Reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within all special flood hazard areas. For the purposes of this definition, the reference level for slab construction is measured from the top of the lowest floor.

Regulatory flood protection elevation means the "base flood elevation" plus the "freeboard". In "special flood hazard areas" where base flood elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard. In "special flood hazard areas" where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

Remedy a violation means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Salvage yard means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

Solid waste disposal facility means any facility involved in the disposal of solid waste, as defined in G.S. 130A-290(a)(35).

Solid waste disposal site means, as defined in G.S. 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

Special flood hazard area (SFHA) means the land in the floodplain subject to a one (1) percent or greater chance of being flooded in any given year, as determined in section 9-7 of this chapter.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within

Staff Comments

Model ordinance

Staff Comments

one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

Substantial damage means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. See definition of "substantial improvement".

Substantial improvement means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or

(b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure **and the alteration is approved by variance issued pursuant to section 9-35 of this ordinance.**

***Technical Bulletin and Technical Fact Sheet* means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create**

This term is referenced in the definition of flood resistant materials.

Staff Comments

Existing standards for accessory structures reference this term, which is not defined.

regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

Temperature Controlled means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

Variance is a grant of relief from the requirements of this chapter.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in articles II and III is presumed to be in violation until such time as that documentation is provided.

Water surface elevation (WSE) means the height, in relation to mean sea level, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

(Ord. of 5-4-09, art. 2; Amend. of 9-6-11)

Sec. 9-6. Lands to which this chapter applies.

This chapter shall apply to all special flood hazard areas within the jurisdiction of Rowan County excluding the extra territorial jurisdictions (ETJs) therein.

(Ord. of 5-4-09, art. 3, § A)

Sec. 9-7. Basis for establishing the special flood hazard areas.

The special flood hazard areas are those identified under the cooperating technical state (CTS) agreement between the State of North Carolina and FEMA in its flood insurance study (FIS) **dated October 1, 2018 and its accompanying flood insurance rate maps (FIRM), for Rowan County dated June 16, 2009, and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared to be a part of this chapter. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Rowan County are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.**

The initial flood insurance rate maps are as follows for the jurisdictional areas at the initial date:

Rowan County Unincorporated Area, dated November 1, 1979

Date reflects 4 revised panels that extend within Rowan County.

Future revisions that do not entail revised flood boundaries or increased elevations are automatically included.

Staff Comments

Dates no longer needed

1 ~~Town of China Grove Incorporated Area, dated March 29, 1978~~
 2 ~~Town of East Spencer Incorporated Area, dated July 3, 1978~~
 3 ~~Town of Faith Incorporated Area, dated July 3, 1978~~
 4 ~~Town of Granite Quarry Incorporated Area, dated September 15, 1978~~
 5 ~~Town of Landis Incorporated Area, dated July 3, 1978~~
 6 ~~Town of Rockwell Incorporated Area, dated May 15, 1978~~
 7 ~~City of Salisbury Incorporated Area, dated May 15, 1980~~
 8 ~~Town of Spencer Incorporated Area, dated September 29, 1978~~
 9

10 (Ord. of 5-4-09, art. 3, § B)

11
12 **Sec. 9-8. Establishment of floodplain development permit.**

13
14 A floodplain development permit shall be required in conformance with the
15 provisions of this chapter prior to the commencement of any development activities
16 within special flood hazard areas determined in accordance with the provisions of
17 section 9-7 of this chapter.

18
19 (Ord. of 5-4-09, art. 3, § C)

20
21 **Sec. 9-9. Compliance.**

22
23 No structure or land shall hereafter be located, extended, converted, altered, or
24 developed in any way without full compliance with the terms of this chapter and
25 other applicable regulations.

26
27 (Ord. of 5-4-09, art. 3, § D)

28
29 **Sec. 9-10. Abrogation and greater restrictions.**

30
31 This chapter is not intended to repeal, abrogate, or impair any existing easements,
32 covenants, or deed restrictions. However, where this chapter and another conflict or
33 overlap, whichever imposes the more stringent restrictions shall prevail.

34
35 (Ord. of 5-4-09, art. 3, § E)

36
37 **Sec. 9-11. Interpretation.**

38
39 In the interpretation and application of this chapter, all provisions shall be:

- 40
41 (a) Considered as minimum requirements;
42
43 (b) Liberally construed in favor of the governing body; and
44
45 (c) Deemed neither to limit nor repeal any other powers granted under state
46 statutes.

47
48 (Ord. of 5-4-09, art. 3, § F)

Sec. 9-12. Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Rowan County or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. of 5-4-09, art. 3, § G)

Sec. 9-13. Penalties for violation.

Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than fifty dollars (\$50.00) or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Rowan County from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. of 5-4-09, art. 3, § H)

Secs. 9-14--9-30. Reserved.**ARTICLE II. ADMINISTRATION****Sec. 9-31. Designation of floodplain administrator.**

The director of planning and development, hereinafter referred to as the "floodplain administrator", is hereby appointed to administer and implement the provisions of this chapter.

(Ord. of 5-4-09, art. 4, § A)

Sec. 9-32. Floodplain development application, permit and certification requirements.

(1) *Application requirements.* Application for a floodplain development permit shall be made to the floodplain administrator prior to any development activities located within or adjacent to special flood hazard areas. **All elevations referenced must use NAVD 88 datum.** The following items shall be presented to the floodplain administrator to apply for a floodplain development permit:

Terminology revised to indicate the desired datum rather than the term mean sea level referenced below.

Staff Comments

(a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:

(i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;

(ii) The boundary of the special flood hazard area as delineated on the FIRM or other flood map as determined in section 9-7, or a statement that the entire lot is within the special flood hazard area;

(iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in section 9-7;

(iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in section 9-7;

(v) The base flood elevation (BFE) where provided as set forth in section 9-7, section 9-33 or section 9-54;

(vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and

(vii) The certification of the plot plan by a professional land surveyor or professional engineer. In lieu of this requirement, the floodplain administrator may provide necessary certifications for development adjacent to but not within the special flood hazard area.

(b) Proposed elevation, and method thereof, of all development within a special flood hazard area including, but not limited to:

(i) Elevation ~~in relation to mean sea level~~ of the proposed reference level (including basement) of all structures;

(ii) Elevation ~~in relation to mean sea level~~ to which any non-residential structure in zone AE or A will be floodproofed; and

(iii) Elevation ~~in relation to mean sea level~~ to which any proposed utility systems will be elevated or floodproofed.

- (c) If floodproofing, a floodproofing certificate (FEMA Form 81-65) with supporting data, an operational plan, and an inspection and maintenance plan that includes, but is not limited to, installation, exercise, and maintenance of floodproofing measures.
- (d) A foundation plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this chapter are met. These details include, but are not limited to:
- (i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with subsection **9-32 9-52**(4)(c) when solid foundation perimeter walls are used in zones A, **or AE**, and **A1-30**.
- (e) Usage details of any enclosed areas below the lowest floor.
- (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (g) Certification that all other local, state and federal permits required prior to floodplain development permit issuance have been received.
- (h) Documentation for placement of recreational vehicles and/or temporary structures, when applicable, to ensure that the provisions of subsections **9-32 9-52** (6) and (7) of this chapter are met.
- (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.
- (2) *Permit requirements.* The floodplain development permit shall include, but not be limited to:
- (a) A **complete** description of **all** the development to be permitted under the floodplain development permit (**e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.**).

Staff Comments

Incorrect reference. Only AE zones are present in the county but at the recommendation of NCDPS staff, "A" zone reference should be kept should any future ones be established.

Incorrect reference.

No new standard. Only elaboration.

Staff Comments

(b) The special flood hazard area determination for the proposed development in accordance with available data specified in section 9-7.

(c) The regulatory flood protection elevation required for the reference level and all attendant utilities.

(d) The regulatory flood protection elevation required for the protection of all public utilities.

(e) All certification submittal requirements with timelines.

(f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse **unless the requirements of section 9-56 have been met, as applicable.**

(g) The flood openings requirements, if in zones A, **or AE or A1-30.**

(h) Limitations of below base flood elevation (BFE) enclosure uses (if applicable). (i.e., parking, building access and limited storage only.)

(3) *Certification requirements.*

(a) *Elevation certificates.*

(i) An elevation certificate (FEMA Form 81-31) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in **relation to mean sea level NAVD 88 datum.** The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.

(ii) An elevation certificate (FEMA Form 81-31) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in **relation to mean sea level NAVD 88 datum.** Any work done within the seven-day calendar period and prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review

Referenced process for appropriate encroachments.

the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop work order for the project.

(iii) A final as-built elevation certificate (FEMA Form 81-31) is required after construction is completed and prior to certificate of compliance/occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy.

(b) *Floodproofing certificate.*

(i) If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a floodproofing certificate (FEMA Form ~~81-65~~ **086-0-34**), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, ~~in relation to mean sea level~~ **using NAVD 88 datum**. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a certificate of compliance/occupancy.

(ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data,

Staff Comments

New form number.

Staff Comments

an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, using NAVD 1988 datum. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

Ordinance did not reference needing a final certificate similar to residential. Necessary to document completed construction.

(c) If a manufactured home is placed within zone A; **or** AE; **or** A1-30 and the elevation of the chassis is more than thirty-six (36) inches in height above grade, an engineered foundation certification is required in accordance with the provisions of subsection 9-52(3)(b).

(d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

(e) Certification exemptions. The following structures, if located within zone A; **or** AE **or** A1-30, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:

(i) Recreational vehicles meeting requirements of subsection 9-52(6)(a);

(ii) Temporary structures meeting requirements of subsection 9-52(7); and

(iii) Accessory structures **less than** one hundred fifty (150) square feet **or less or that is a minimal investment of \$3,000 or less and** meeting requirements of subsection 9-52(8).

Referenced section was revised. Citing main section rather than subsection.

Model ordinance language adding value option for small accessory structures.

(4) Determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

(Ord. of 5-4-09, art. 4, § B)

Sec. 9-33. Duties and responsibilities of the floodplain administrator.

The floodplain administrator shall perform, but not be limited to, the following duties:

(1) Review all floodplain development applications and issue permits for all proposed development within special flood hazard areas to assure that the requirements of this chapter have been satisfied.

(2) Review all proposed development within special flood hazard areas to assure that all necessary local, state and federal permits have been received.

Added clarification to a current process in the ordinance.

(3) Notify adjacent communities and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

(4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.

(5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of section 9-56 are met.

(6) Obtain actual elevation (in ~~relation to mean sea level~~ **NAVD 88 datum**) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of subsection 9-32(3).

(7) Obtain actual elevation (in ~~relation to mean sea level~~ **NAVD 88 datum**) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of subsection 9-32(3).

(8) Obtain actual elevation (in ~~relation to mean sea level~~ **NAVD 88 datum**) of all public utilities in accordance with the provisions of subsection 9-32(3).

(9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of subsection 9-32(3) and subsection ~~9-53~~ **9-52** (2).

(10) Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

(11) When base flood elevation (BFE) data has not been provided in accordance with the provisions of section 9-7, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to subsection 9-54(2)(b), in order to administer the provisions of this chapter.

(12) When base flood elevation (BFE) data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of section 9-7, obtain, review, and reasonably utilize any

Incorrect reference.

1 floodway data or non-encroachment area data available from a federal, state,
2 or other source in order to administer the provisions of this chapter.
3

4 (13) When the lowest floor and the lowest adjacent grade of a structure or
5 the lowest ground elevation of a parcel in a special flood hazard area is above
6 the base flood elevation (BFE), advise the property owner of the option to
7 apply for a letter of map amendment (LOMA) from FEMA. Maintain a copy
8 of the (LOMA) issued by FEMA in the floodplain development permit file.
9

10 (14) Permanently maintain all records that pertain to the administration of
11 this ordinance and make these records available for public inspection,
12 recognizing that such information may be subject to the Privacy Act of 1974,
13 as amended.
14

15 (15) Make on-site inspections of work in progress. As the work pursuant to
16 a floodplain development permit progresses, the floodplain administrator
17 shall make as many inspections of the work as may be necessary to ensure
18 that the work is being done according to the provisions of the local ordinance
19 and the terms of the permit. In exercising this power, the floodplain
20 administrator has a right, upon presentation of proper credentials, to enter on
21 any premises within the jurisdiction of the community at any reasonable hour
22 for the purposes of inspection or other enforcement action.
23

24 (16) Issue stop work orders as required. Whenever a building or part thereof
25 is being constructed, reconstructed, altered, or repaired in violation of this
26 ordinance, the floodplain administrator may order the work to be
27 immediately stopped. The stop work order shall be in writing and directed to
28 the person doing or in charge of the work. The stop work order shall state the
29 specific work to be stopped, the specific reason(s) for the stoppage, and the
30 condition(s) under which the work may be resumed. Violation of a stop work
31 order constitutes a misdemeanor.
32

33 (17) Revoke floodplain development permits as required. The floodplain
34 administrator may revoke and require the return of the floodplain
35 development permit by notifying the permit holder in writing stating the
36 reason(s) for the revocation. Permits shall be revoked for any substantial
37 departure from the approved application, plans, and specifications; for refusal
38 or failure to comply with the requirements of state or local laws; or for false
39 statements or misrepresentations made in securing the permit. Any floodplain
40 development permit mistakenly issued in violation of an applicable state or
41 local law may also be revoked.
42

43 (18) Make periodic inspections throughout the special flood hazard areas
44 within the jurisdiction of the community. The floodplain administrator and
45 each member of his or her inspections department shall have a right, upon
46 presentation of proper credentials, to enter on any premises within the
47 territorial jurisdiction of the department at any reasonable hour for the
48 purposes of inspection or other enforcement action.

Staff Comments

(19) Follow through with corrective procedures of section 9-34.

(20) Review, provide input, and make recommendations for variance requests.

(21) Maintain a current map repository to include, but not limited to, **the historical and effective** FIS Report, **historical and effective** FIRM and other official flood maps and studies adopted in accordance with the provisions of section 9-7 of this chapter, including any revisions thereto including letters of map change, ~~which include letters of map amendment (LOMAs), letters of map revision based on fill (LOMR Fs), conditional letters of map revision (CLOMRs), and letters of map revision (LOMRs),~~ issued by FEMA. Notify state and FEMA of mapping needs.

(22) Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).

(Ord. of 5-4-09, art. 4, § C)

Sec. 9-34. Corrective procedures.

(1) *Violations to be corrected.* When the floodplain administrator finds violations of applicable state and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

(2) *Actions in event of failure to take corrective action.* If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

(a) That the building or property is in violation of the floodplain management regulations;

(b) That a hearing will be held before the floodplain administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

(c) That following the hearing, the floodplain administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.

(3) *Order to take corrective action.* If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the

All files maintained currently.

Generic reference LOMC used rather than list.

building or development is in violation of the flood damage prevention ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than one-hundred-eighty (180) calendar days. Where the floodplain administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

(4) *Appeal.* Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(5) *Failure to comply with order.* If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a misdemeanor and shall be punished at the discretion of the court.

(Ord. of 5-4-09, art. 4, § D)

Sec. 9-35. Variance procedures.

(1) The zoning board of adjustment as established by Rowan County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this chapter.

(2) Any person aggrieved by the decision of the appeal board may appeal such decision to the court, as provided in Chapter 7A of the North Carolina General Statutes.

(3) Variances may be issued for:

(a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;

(b) Functionally dependent facilities if determined to meet the definition as stated in section **9-4 9-5** of this chapter, provided provisions of subsection (9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

Incorrect reference.

Staff Comments

- (c) Any other type of development, provided it meets the requirements of this section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:
- (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location as defined under section **9-4** **9-5** of this chapter as a functionally dependent facility, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) The compatibility of the proposed use with existing and anticipated development;
 - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area; of access to the property in times of flood for ordinary and emergency vehicles;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.

Incorrect reference.

Staff Comments

(6) Upon consideration of the factors listed above and the purposes of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this chapter.

(7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE will result in increased premium rates for flood insurance up to twenty-five dollars (\$25.00) per one hundred dollars (\$100.00) of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

(8) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.

(9) Conditions for variances:

(a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances;

(b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge;

(c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;

(d) Variances shall only be issued prior to development permit approval;

(e) Variances shall only be issued upon:

(i) A showing of good and sufficient cause;

(ii) A determination that failure to grant the variance would result in exceptional hardship; and

(iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause

fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in special flood hazard areas provided that all of the following conditions are met:

- (a) The use serves a critical need in the community.
- (b) No feasible location exists for the use outside the special flood hazard area.
- (c) The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation.
- (d) The use complies with all other applicable federal, state and local laws.
- (e) Rowan County has notified the Secretary of the North Carolina Department of Crime Control and Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

(Ord. of 5-4-09, art. 4, § E)

Secs. 9-36--9-50. Reserved.

ARTICLE III. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 9-51. General standards.

In all special flood hazard areas the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage **in accordance with the FEMA Technical Bulletin 2, Flood Damage-Resistant Materials Requirements.**
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) **All new electrical** ~~Electrical~~, heating, ventilation, plumbing, air conditioning equipment, and other service ~~facilities~~ **equipment** shall be **located at or above the RFPE or** designed and ~~for located so as~~ **installed** to prevent water from entering or accumulating within the components during

Staff Comments

Reference for flood resistant materials.

No new requirements. Model ordinance language changes.

~~conditions of flooding to the regulatory flood protection elevation~~
occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.

(a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.

(b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

(7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

~~(8) Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of this chapter, shall meet the requirements of "new construction" as contained in this chapter.~~

~~(9)~~ **(8)** Nothing in this chapter shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this chapter and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this chapter.

~~(10)~~ **(9)** New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in subsection 9-35(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified in accordance with the provisions of subsection 9-32(3).

~~(11)~~ **(10)** All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

Staff Comments

Added clarification.

I assume this statement is removed from the model ordinance to eliminate confusion since it is a given.

~~(12)~~ (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

~~(13)~~ (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

~~(14)~~ (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

~~(15)~~ (14) When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

~~(16)~~ (15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest base flood elevation (BFE) shall apply.

(Ord. of 5-4-09, art. 5, § A)

Sec. 9-52. Specific standards.

In all special flood hazard areas where base flood elevation (BFE) data has been provided, as set forth in section 9-7, or section 9-54, the following provisions, in addition to the provisions of section 9-51, are required:

(1) *Residential construction.* New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in section ~~9-4~~ 9-5 of this chapter.

(2) *Non-residential construction.* New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in section ~~9-4~~ 9-5 of this chapter. Structures located in A, AE, and A1-30 zones may be floodproofed to the regulatory flood protection elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the regulatory flood protection elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

(3) *Manufactured homes.*

(a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the

Incorrect references.

regulatory flood protection elevation, as defined in section 9-4 9-5 of this chapter.

(b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to G.S. 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

(c) All enclosures or skirting below the lowest floor shall meet the requirements of subsection 9-52(4).

(d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within floodprone areas. This plan shall be filed with and approved by the floodplain administrator and the local emergency management coordinator.

(4) *Elevated buildings.* Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

(a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

(b) Shall be constructed entirely of flood-resistant materials at least to the regulatory flood protection elevation; and

(c) Shall include, in zones A; or AE, and A1-30, flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

(i) A minimum of two (2) flood openings on different sides of each enclosed area subject to flooding;

(ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;

Staff Comments

(iii) If a building has more than one (1) enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

(iv) The bottom of all required flood openings shall be no higher than one (1) foot above the adjacent grade;

(v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

(vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) *Additions/improvements.*

(a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.

(ii) A substantial improvement, **with modifications / rehabilitations / improvements to the existing structure or the common wall is structurally modified more than installing a doorway**, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(b) Additions to **pre-FIRM or** post-FIRM structures **that are a substantial improvement** with no modifications / **rehabilitations / improvements** to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.

(c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction.

(ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

Additional clarification.
No new standards.

Model ordinance previously did not recognize pre-FIRM expansions with no changes to the common wall.

Staff Comments

No new standard.
Further clarification
included here only.

Revised model
ordinance language
required for RVs.

(d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

(i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

(ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) *Recreational vehicles.* Recreational vehicles shall either:

(a) **Temporary Placement.**

(i) Be on-site for fewer than one hundred eighty (180) consecutive days; **or**

(ii) ~~and be~~ **Be** fully licensed and ready for highway use. ~~fa~~ **A** recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions).; ~~or~~

(b) **Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet** ~~Meet~~ all the requirements for new construction.

(7) *Temporary non-residential structures.* Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the floodplain administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the floodplain administrator for review and written approval:

(a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;

(b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;

Staff Comments

(c) The time frame prior to the event at which a structure will be removed (i.e., minimum of seventy-two (72) hours before landfall of a hurricane or immediately upon flood warning notification);

(d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

(e) Designation, accompanied by documentation, of a location outside the special flood hazard area, to which the temporary structure will be moved.

(8) *Accessory structures.* When accessory structures (sheds, detached garages, etc.) are to be placed within a special flood hazard area, the following criteria shall be met:

(a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

(b) Accessory structures shall not be temperature-controlled;

(c) Accessory structures shall be designed to have low flood damage potential;

(d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

(e) Accessory structures shall be firmly anchored in accordance with the provisions of subsection 9-51(1);

(f) All service facilities such as electrical shall be installed in accordance with the provisions of subsection 9-51(4); and

(g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below regulatory flood protection elevation in conformance with the provisions of subsection 9-52(4)(c).

An accessory structure with a footprint ~~less than~~ **of** one hundred fifty (150) square feet **or less or that is a minimal investment of \$3,000 or less and that** satisfies the criteria outlined above ~~does not require an~~ **is not required to meet the** elevation or floodproofing ~~certificate~~ standards of section 9-52(2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with subsection 9-32(3).

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

(a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;

Additional option for low cost accessory structures.

Current ordinance does not have specific tank language. Sections used to regulate tanks are extremely vague but is supposed to have similar results to that proposed.

(b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

(c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of section 9-52(2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.

(d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

(a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 9-56 of this ordinance.

(b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 9-56 of this ordinance.

(c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 9-56 of this ordinance.

Current ordinance does not reference fences but likely regulated based on current generic language. Required in model ordinance.

No new standards. Clarification only.

(Ord. of 5-4-09, art. 5, § B)

Sec. 9-53. Reserved.

Sec. 9-54. Standards for floodplains without established base flood elevations.

Within the special flood hazard areas designated as approximate zone A and established in section 9-7, where no base flood elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of section 9-51, shall apply:

(1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five (5) times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) The base flood elevation (BFE) used in determining the regulatory flood protection elevation shall be determined based on the following criteria:

(a) When base flood elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this chapter and shall be elevated or floodproofed in accordance with standards in sections 9-51 and 9-52.

(b) When floodway or non-encroachment data is available from a federal, state, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of sections 9-52 and 9-56.

(c) All subdivision, manufactured home park and other development proposals shall provide base flood elevation (BFE) data if development is greater than five (5) acres or has more than twenty (20) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with section 9-7 and utilized in implementing this chapter.

(d) When base flood elevation (BFE) data is not available from a federal, state, or other source as outlined above, the reference level shall be elevated or floodproofed (non-residential) to or above the regulatory flood protection elevation, as defined in section 9-4 9-5. All other applicable provisions of section 9-52 shall also apply.

Incorrect reference.

(Ord. of 5-4-09, art. 5, § D)

Sec. 9-55. Standards for riverine floodplains with base flood elevations but without established floodways or non-encroachment areas.

Along rivers and streams where base flood elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a special flood hazard area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

(1) Standards of sections 9-51 and 9-52; and

(2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

(Ord. of 5-4-09, art. 5, § E)

Sec. 9-56. Floodways and non-encroachment areas.

Areas designated as floodways or non-encroachment areas are located within the special flood hazard areas established in section 9-7. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in sections 9-51 and 9-52, shall apply to all development within such areas:

(1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:

(a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the floodplain administrator prior to issuance of floodplain development permit, or

(b) A conditional letter of map revision (CLOMR) has been approved by FEMA. A letter of map revision (LOMR) must also be obtained upon completion of the proposed encroachment.

(2) If subsection 9-56(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this chapter.

(3) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:

(a) The anchoring and the elevation standards of subsection 9-52(3); and

(b) The no encroachment standard of subsection 9-56(1).

(Ord. of 5-4-09, art. 5, § F)

Secs. 9-57--9-75.

ARTICLE IV. LEGAL STATUS PROVISIONS

Sec. 9-76. Effect on rights and liabilities under the existing flood damage prevention ordinance.

This chapter in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted December 17, 1979, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Rowan County enacted on December 17, 1979, as amended, which are not reenacted herein are repealed.

The date of the initial flood damage prevention ordinance for each municipal jurisdiction within Rowan County is as follows:

Town of China Grove Incorporated Area, dated March 1, 1978

Town of Cleveland Incorporated Area, dated December 14, 2009

Town of East Spencer Incorporated Area, dated September 28, 1978

Town of Faith Incorporated Area, dated July 3, 1978

Town of Granite Quarry Incorporated Area, dated September 15, 1978

Town of Landis Incorporated Area, dated July 3, 1978

Town of Rockwell Incorporated Area, dated May 15, 1978

City of Salisbury Incorporated Area, dated May 15, 1980

Town of Spencer Incorporated Area, dated March 1, 1978

(Ord. of 5-4-09, art. 6, § A)

Sec. 9-77. Effect upon outstanding floodplain development permits.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the floodplain administrator or his or her authorized agents before the time of passage of this chapter; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this chapter.

(Ord. of 5-4-09, art. 6, § B)

Sec. 9-78. Severability.

Cleveland adopted their flood ordinance after the May 4, 2009 county ordinance adoption.

1 If any section, clause, sentence, or phrase of the ordinance is held to be invalid or
2 unconstitutional by any court of competent jurisdiction, then said holding shall in no
3 way effect the validity of the remaining portions of this chapter.

4 (Ord. of 5-4-09, art. 6, § C)

5 **Sec. 9-79. Effective date.**

6 This chapter shall become effective ~~June 16, 2009~~ **October 1, 2018.**

7 (Ord. of 5-4-09, art. 6, § D)

Staff Comments

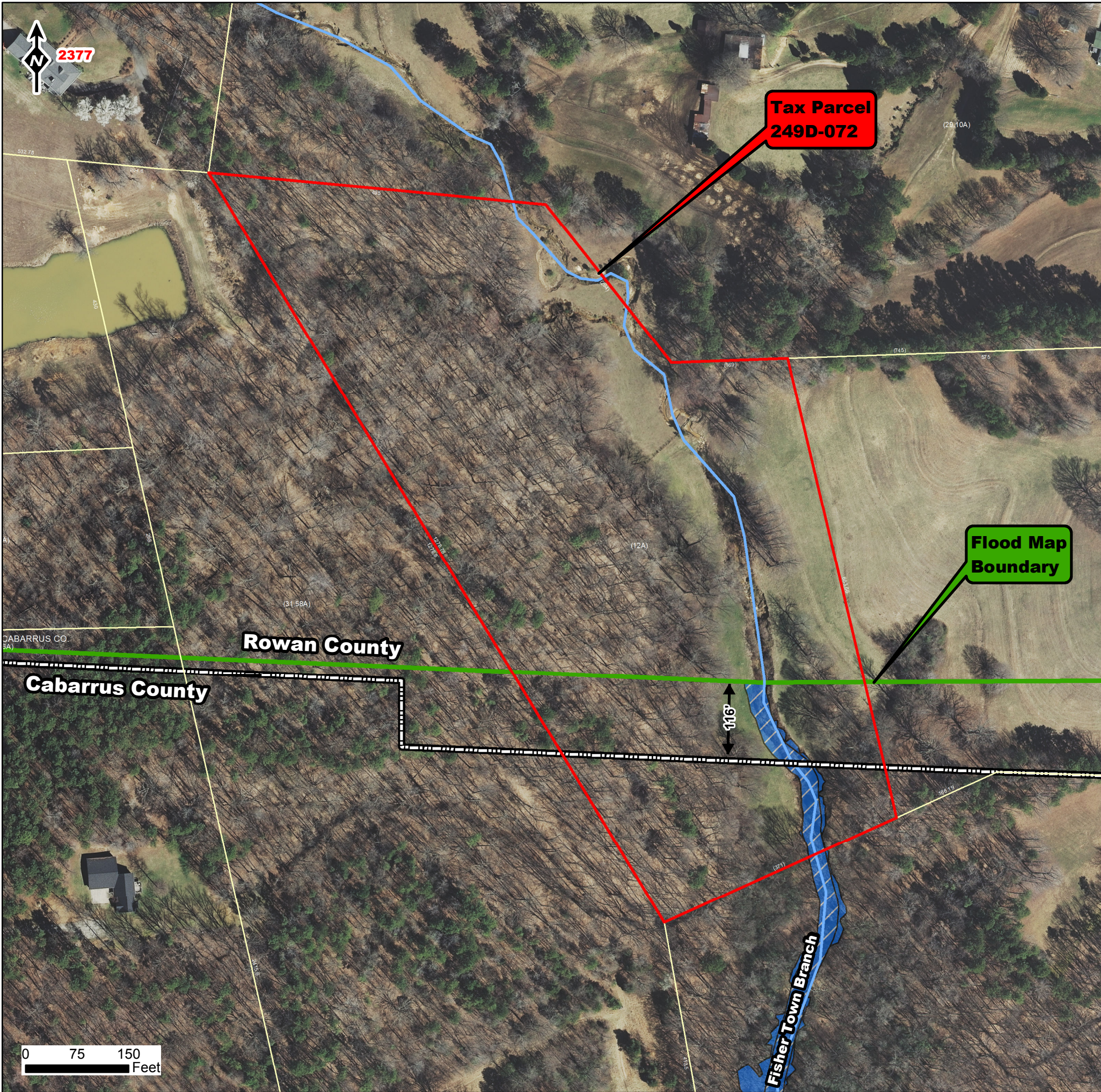
**AUGUST 27, 2018
PLANNING BOARD
MEETING**

The Watt family attended the meeting to understand the proposed changes. After a series of questions from the members, the Planning Board voted unanimously (5-0) to recommend approval as presented.

**STAFF
COMMENTS**

Similar to zoning map and text amendments, the proposed changes require notice to affected properties, a courtesy hearing before the Planning Board, and public hearing before the Board of Commissioners. **However, adoption of the identified changes to the DFIRM and ordinance are required to remain a participating community in the National Flood Insurance Program.**

Statements of Reasonableness and Consistency are not required. At the conclusion of the public hearing, the board may vote to adopt the proposed changes DFIRM and ordinance changes.



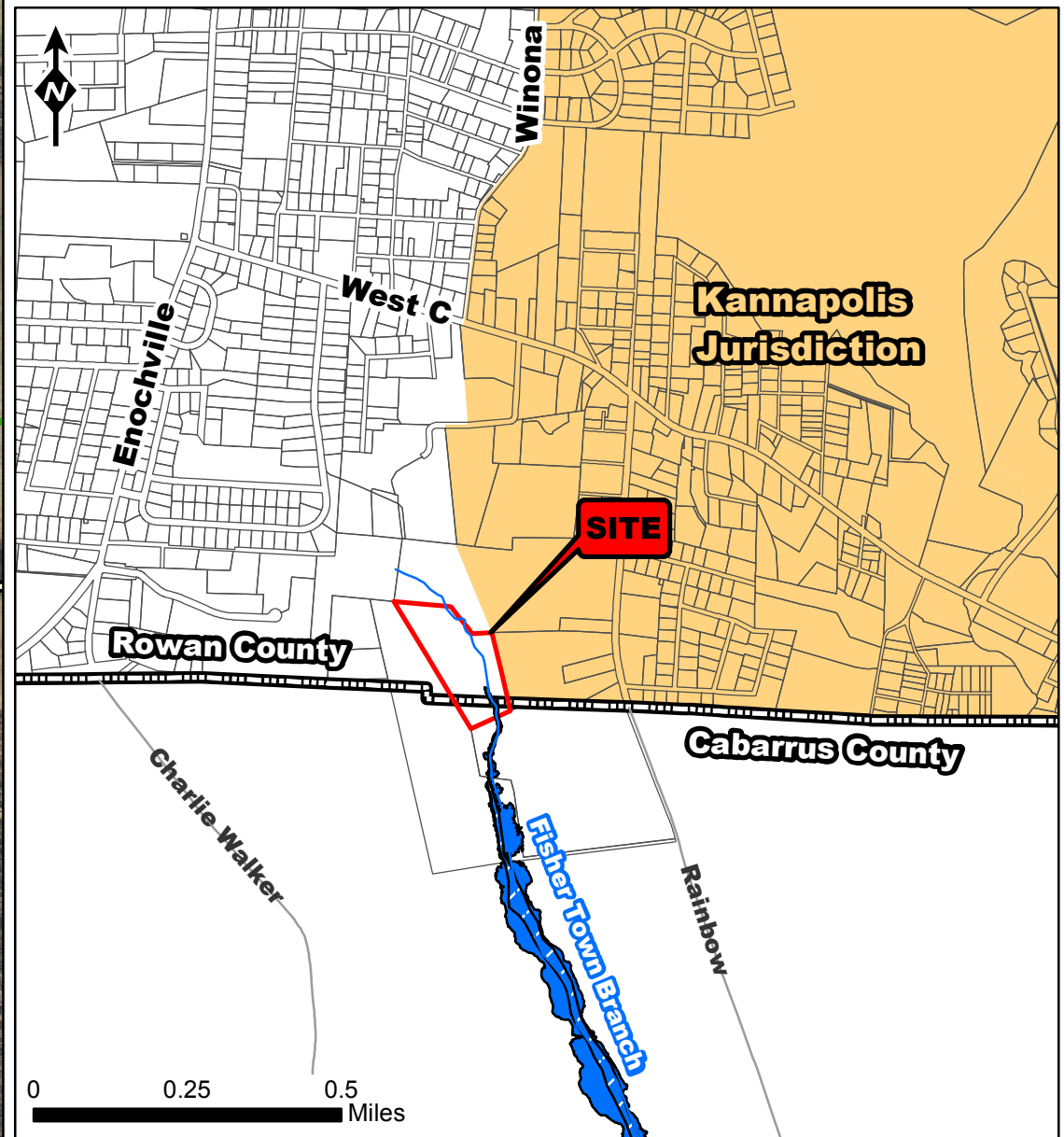
Flood Damage Prevention Ordinance 01-18

LEGEND

- AE Zone (Effective)
- AE Zone with Floodway (Effective)
- Stream
- Parcels
- Roads
- FIRM County Boundary
- Kannapolis Jurisdiction
- 5285 Addresses

Prepared by Rowan County Planning & Development July 17, 2018

March 2014 Aerial



N

Watt Map

Jul 17, 2018



Legend

	Panels		Flood Hazard Areas
	Political Areas		AE
	Stream Centerline		Floodway (AE)
	Cross Sections		0.2 % Chance Annual Flood Hazard
	Levee		Future Conditions 1% Annual Chance Flood Hazard

North Carolina Floodplain Mapping Program



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: October 5, 2018
SUBJECT: Public Hearing for ZTA 02-18

During an August 20, 2018 conditional use permit hearing to consider a residential storage facility, the Board of Commissioners (BOC) requested the Planning Board and Planning Staff evaluate changes to the Zoning Ordinance regarding how the use is processed. Currently, residential storage facilities (i.e. storage building on a vacant lot used to store one's personal property) are subject to a conditional use permit with eight (8) specific standards in section 21-60(10) [see enclosed] in the RA, RR, RS, and CBI districts.

After considering a range of options, Planning Staff proposes a three (3) percent allowance based on lot size and moving most of the conditional use criteria to Special Requirements (SR). Comparatively, this would permit a sizable 1,306 sq.ft. building on a one (1) acre lot. The proposal would retain the option to apply for a conditional use permit should a request not meet the lot percentage standard. Applying the 3% standard to the previous 30 requests would have resulted in only eight (8) conditional use permit requests before the BOC.

In addition, Planning Staff proposes to include SIC 73, Business Services, as a permitted by right use in the Industrial (IND) district. While many of these uses are more commonly found in commercial areas, it does include many uses that are appropriate for industrial areas including Services to Dwellings and other Buildings (e.g. exterminating, pest control, cleaning services), Equipment Rental and Leasing (e.g. bulldozer, crane, earth moving equipment rental), Computer Related Services (e.g. data processing services including server "farms"), and Miscellaneous Business Services (e.g. auctioneering, automobile repossession). See enclosed industry groups.

Receive staff report, conduct public hearing, motion to adopt statement of consistency, and approve / deny / table ZTA 02-18.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/5/2018	Cover Memo
EDC Request Letter	10/5/2018	Exhibit
SIC 73: Business Services Description and	10/5/2018	Exhibit

Examples
Application

10/5/2018

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 the Rowan County Board of Commissioners
FROM: Shane Stewart, Assistant Planning Director
DATE: October 5, 2018
RE: **ZTA 02-18**

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Conduct public hearing ☐ Close hearing & discuss
☐ Motion to adopt statement ☐ Motion to Approve / Deny /
Table **ZTA 02-18**

BACKGROUND & REQUEST

During an August 20, 2018 conditional use permit hearing to consider a residential storage facility, the Board of Commissioners (BOC) requested the Planning Board and Planning Staff evaluate changes to the Zoning Ordinance regarding how the use is processed. Currently, residential storage facilities (i.e. storage building on a vacant lot used to store one's personal property) are subject to a conditional use permit with eight (8) specific standards in section 21-60(10) [see below] in the RA, RR, RS, and CBI districts.

In 2002, the BOC adopted an amendment to the Zoning Ordinance to provide storage alternatives for residentially developed lakefront properties with limited acreage to meet their needs on-site. Prior to this amendment, property owners were unable to construct storage buildings on a lot without a residence unless it was associated with a bona fide farm. To date, thirty (30) requests have been processed all of which were approved.

See the below table for a list of application numbers along with lot size, building size, and zoning districts associated with each of the residential storage facility requests.

CUP #	Zoning District	Acreage	Bld. Size		CUP #	Zoning District	Acreage	Bld. Size
06-02	RA	2.86	2,700		04-14	RA	28.80	2,500
07-02	RA	1.32	2,200		07-14	RA	6.50	2,040
09-02	RA	12.00	*		03-16	RA	9.50	1,800
12-02	RA	0.50	1,408		04-16	RA	1.73	1,800
22-02	RA	7.56	720		05-16	RA	0.87	1,446
25-03	RA	0.60	3,000		09-16	RA	1.00	2,400
03-05	RA	4.23	256		01-17	RA	0.94	1,440
06-05	RA	1.40	900		02-17	RA	0.92	480
01-09	RA	6.68	900		03-17	RA	13.60	1,200
03-09	RA	2.50	1,500		04-17	RA	5.90	1,728
01-10	RA	1.55	1,800		07-17	RA	1.50	3,000
03-10	RA	0.63	600		08-17	RA	5.00	504
01-13	RA	5.60	1,232		02-18	RA	0.98	1,512
05-13	RA	0.63	600		04-18	RS	2.48	1,200
08-13	RA	9.50	1,152		06-18	RR	11.64	2,400

* No specific sq.ft. was indicated in request

Total Requests	30
Average Lot Size	4.96
Average Building Sq. Ft.	1,532

One option to reduce the number conditional use permit application would be to add an administrative approval option for buildings whose size remains under an suitable lot size percentage similar to that found in section 21-285 for accessory structures on lots containing a residence. In this section, 10% of the acreage on residentially developed lots may be used for accessory structures. For example, a one (1) acre lot may contain accessory buildings totaling 4,360 sq.ft.

After considering a range of options, Planning Staff proposes a three (3) percent allowance based on lot size and moving most of the conditional use criteria to Special Requirements (SR). Comparatively, this would permit a sizable 1,306 sq.ft. building on a one (1) acre lot. The proposal would retain the option to apply for a conditional use permit should a request not meet the lot percentage standard. Applying the 3% standard to the previous 30 requests would have resulted in only eight (8) conditional use permit requests before the BOC.

In addition, Planning Staff proposes to include *SIC 73, Business Services*, as a permitted by right use in the Industrial (**IND**) district. While many of these uses are more commonly found in commercial areas, it does include many uses that are appropriate for industrial areas including *Services to Dwellings and other Buildings* (e.g. exterminating,

pest control, cleaning services), *Equipment Rental and Leasing* (e.g. bulldozer, crane, earth moving equipment rental), *Computer Related Services* (e.g. data processing services including server “farms”), and *Miscellaneous Business Services* (e.g. auctioneering, automobile repossession). See enclosed industry groups.

PROPOSED CHANGES

New text appear in **bold red text** while text proposed for deletion appear ~~highlighted with strikethroughs~~.

AMENDMENTS TO CHAPTER 21: ZONING ORDINANCE

Staff Comments

Sec. 21-53. Permitted uses with special requirements.

All uses listed as SR (Special Requirements) in article III shall comply with the pertinent regulations listed in the following subsections. Site plan approval by the zoning administrator shall be required unless expressly provided otherwise prior to issuance of a zoning permit and such approval shall be given if all requirements herein are met. The plan shall become part of the building permit. The regulations for specific uses listed as SR in article III are located in sections 21-54--21-56.

The SR location standards required in Section 21-55(2) a. - c. do not apply to Family care home; Family manufactured home park; Common Sand Mining (SIC 1442); Co-location of wireless facilities, eligible facilities requests, alternative tower structures, and public safety tower (SIC 48 pt); ~~and~~ Ground mounted solar energy systems 6,000 sq ft or less (SIC 491 pt); **and Residential storage facilities.**

Ensures storage facilities are not required to meet location standards.

Sec. 21-56. Specific criteria for uses listed as SR in section 21-113.

Uses listed as SR in section 21-113 shall meet the following requirements expressly provided below.

(8) *Additional standards applicable to specific uses listed as SR in the services group.*

a. *Educational services (SIC 82); ~~except SIC 8211, elementary and secondary schools~~ that include overnight boarding or lodging.*

1. ~~Lodging. Services provided shall not include overnight boarding or lodging.~~ **Proof of accreditation by a recognized board, or provide proposed articles of incorporation and by-laws that provide specific criteria for a board of directors including membership makeup and general responsibilities for oversight of the facility.**

2. ~~Reserved.~~ **Projected school enrollment and number of boarders.**

3. Description of curriculum.

4. Traffic study.

5. Overnight staffing.

(10) ~~Additional standards applicable to specific uses listed as SR in the INST zoning district.~~

Combining standards from 21-56 (10) with 21-56 (8)(a).

~~a. Proof of accreditation by a recognized board, or provide a proposed articles of incorporation and by laws that provide specific criteria for a board of directors including membership makeup and general responsibilities for oversight of the facility.~~

~~b. Projected school enrollment and number of boarders.~~

~~c. Description of curriculum.~~

~~d. Traffic study.~~

~~e. Overnight staffing.~~

Residential storage facilities.

a. The parcel shall be in fee simple ownership.

b. Minimum lot size shall be the same as for a single-family residence.

c. The structure shall not exceed the lesser of three (3) percent of the lot size or three thousand (3,000) square feet.

d. Setbacks shall be at a minimum the same as single family dwellings.

c. No outdoor storage is allowed except as specifically provided otherwise.

d. Storage of vehicles shall not be in the front yard.

e. Outside lighting shall be designed to prevent direct glare on adjoining residences.

Requests for residential storage facilities that exceed three (3) percent of the lot size referenced in subsection (c) but do not exceed three thousand (3,000) sq.ft. may be considered as a conditional use subject to the process outline in sections 21-57 through 21-59 if all other standards in this subsection are met.

Sec. 21-60. Conditional use requirements for specific uses.

The following criteria shall be used in evaluating specific conditional use permit applications. If no specific requirements are listed for a specific use, then only the general criteria will be used in evaluating the application.

(10) ~~Residential storage facilities.~~ Reserved

~~a. The parcel shall be in fee simple ownership.~~

~~b. The structure shall be of compatible construction with surrounding area.~~

~~c. The maximum size allowed is three thousand (3,000) square feet.~~

~~d. No outdoor storage is allowed except as specifically provided otherwise.~~

**Staff
Comments**

Moving residential storage facilities from 21-60 (10) to 21-56 (10). The use would be permitted subject to Special Requirements (SR) rather than a conditional use permit. Standards do not include "compatible construction", which could only be determined in a quasi-judicial setting.

Maintains the option of a conditional use permit if subsection (c) is not met.

Moved to section 21-56 (10) with the exception of (b).

- e. ~~Minimum lot size shall be the same as for a single family residence.~~
- f. ~~Storage of vehicles shall not be in the front yard.~~
- g. ~~Outside lighting shall be designed to prevent direct glare on adjoining residences.~~
- h. ~~Setbacks shall be at a minimum the same as single family dwellings.~~

Sec. 21-113. Table of uses.

P- Permitted by Right P(A) - Permitted as Accessory Use SR - Permitted with Special Requirements C- Conditional Use		Zoning Districts								
		Residential					Nonresidential			
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
Services										
73	Business services	SR					P	SR		P
82	Educational services, <i>all except</i>	P	P	P			P	P	P	P
	Facility providing overnight habitation								SR	
Unclassified										
	Residential storage facility	SR or C	SR or C	SR or C			C P	P		

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)].

SEPTEMBER 24TH PLANNING BOARD MEETING

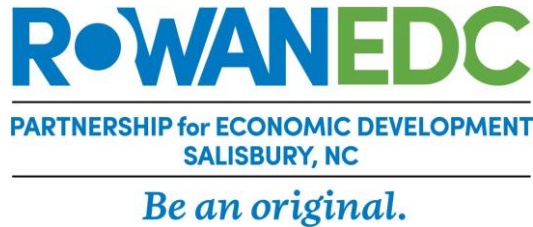
No public comment was received at the courtesy hearing. The Planning Board voted unanimously (6-0) to recommend approval of the proposed changes with the following recommended statement of consistency:

Consistency – “**ZTA 02-18** is consistent with the Land Use Plan based on the following: the request is consistent with the Zoning Ordinance; the request is consistent with the districts purpose and intent because it upholds the same

requirements as currently listed but allows the citizens with an expedited avenue to fulfill their request.”

STAFF COMMENTS

Should the board wish to further discuss or make changes to the residential storage facility portion of this request, Planning Staff respectfully requests action on the modification of SIC 73 Business Services in the **IND** district separately due to current interest in an **IND** site.



August 31, 2018

Shane Stewart
Senior Planner
Rowan Co. Planning & Development
402 North Main Street
Salisbury, NC 28144

RE: Zoning Change Request

Dear Mr. Stewart:

As you may be aware, data centers are a focus of the Rowan EDC's business recruitment efforts. We feel that Rowan County's numerous strengths such as our diverse employment base, access to technology, and central location make our community an attractive option for these facilities.

We also feel that many of the former manufacturing facilities in Rowan County could be upgraded to provide suitable homes for these data centers. However, it has come to our attention that data centers are not currently a permitted use in the 'Industrial' zoning district. Since the majority of these former manufacturing facilities are located in 'Industrial' zoned districts, it could be difficult to get companies to consider Rowan County as a potential location for their data centers.

Based on these reasons, we respectfully request that Rowan County consider adding data centers as a permitted use in 'Industrial' zoned districts.

Thank you for considering this request. If you would like to discuss this further, please free to call me at 704.637.5526.

Yours Truly,

A handwritten signature in blue ink that reads "Scott Shelton".

Scott Shelton
Vice President of Operations



Major Group 73: Business Services

This major group includes establishments primarily engaged in rendering services, not elsewhere classified, to business establishments on a contract or fee basis, such as advertising, credit reporting, collection of claims, mailing, reproduction, stenographic, news syndicates, computer programming, photocopying, duplicating, data processing, services to buildings, and help supply services. Establishments primarily engaged in providing engineering, accounting, research, management, and related services are classified in Major Group 87. Establishments which provide specialized services closely allied to activities covered in other divisions are classified in such divisions.

Industry Group 731: Advertising

- 7311 Advertising Agencies
- 7312 Outdoor Advertising Services
- 7313 Radio, Television, and Publishers' Advertising Representatives
- 7319 Advertising, Not Elsewhere Classified

Industry Group 732: Consumer Credit Reporting Agencies, Mercantile

- 7322 Adjustment and Collection Services
- 7323 Credit Reporting Services

Industry Group 733: Mailing, Reproduction, Commercial Art And Photography, and Stenographic Services

- 7331 Direct Mail Advertising Services
- 7334 Photocopying and Duplicating Services
- 7335 Commercial Photography
- 7336 Commercial Art and Graphic Design
- 7338 Secretarial and Court Reporting Services

Industry Group 734: Services To Dwellings And Other Buildings

- 7342 Disinfecting and Pest Control Services
- 7349 Building Cleaning and Maintenance Services, Not Elsewhere

Industry Group 735: Miscellaneous Equipment Rental And Leasing

- 7352 Medical Equipment Rental and Leasing
- 7353 Heavy Construction Equipment Rental and Leasing
- 7359 Equipment Rental and Leasing, Not Elsewhere Classified

Industry Group 736: Personnel Supply Services

- 7361 Employment Agencies
- 7363 Help Supply Services

Industry Group 737: Computer Programming, Data Processing, And Other Computer Related Services

- 7371 Computer Programming Services
- 7372 Prepackaged Software
- 7373 Computer Integrated Systems Design
- 7374 Computer Processing and Data Preparation and Processing Services
- 7375 Information Retrieval Services
- 7376 Computer Facilities Management Services
- 7377 Computer Rental and Leasing
- 7378 Computer Maintenance and Repair
- 7379 Computer Related Services, Not Elsewhere Classified

Industry Group 738: Miscellaneous Business Services

- 7381 Detective, Guard, and Armored Car Services
- 7382 Security Systems Services
- 7383 News Syndicates
- 7384 Photofinishing Laboratories
- 7389 Business Services, Not Elsewhere Classified



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 # ZTA 02-18
Date Filed 9/4/18
Received By SAS
Amount Paid N/A

Office Use Only

ZONING TEXT AMENDMENT APPLICATION

APPLICANT INFORMATION

Name: Rowan County Planning & Development

Signature: _____

Phone: 704.216.8588

Email: shane.stewart@rowancountync.gov

Address: 402 N Main St Ste 204 Salisbury, NC 28144

AGENT INFORMATION:

Name: Same

Signature: _____

Phone: _____

Email: _____

Address: _____

SECTION(S) 21-53, 21-56(8)(10), 21-60(10), 21-113.

DESCRIPTION OF REQUESTED CHANGE:

Modifications to residential storage facility review process and add SIC 73 as Permitted in IND.

OFFICIAL USE ONLY

1. Signature of Coordinator: [Signature] 2. Planning Board Courtesy
Hearing: 09/24/18 3. Planning Board Action: Approved 6 Denied 0 4. Board of
Commissioners Public Hearing: 10/15/18 5. Dates Advertised: 1st 10/4/18 2nd 10/11/18
6. BOC Action: Approved _____ Denied _____ 7. Date Applicant Notified: ____/____/____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart, Assistant Planning Director
DATE: October 5, 2018
SUBJECT: Consider Approval of SNIA 03-18

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Finney Builders to construct a race shop on lot 51 of Mooresville Motorsports Center. Approving this request would remove .84 acres from the 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. The Board of Commissioners is able to remove up to ten (10) percent of the county's portion of certain watershed areas and permit the seventy (70) percent built-upon area prior to the need for engineered stormwater control devices.

Receive staff report and approve / deny / table SNIA 03-18.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/5/2018	Exhibit
Site Plan	10/5/2018	Exhibit
Application	10/5/2018	Exhibit



Rowan County Planning and Development Department

402 North Main Street • 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: October 5, 2018
RE: **SNIA 03-18**

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Approve / Deny / Table **SNIA 03-18**

STAFF REPORT

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Finney Builders to construct a race shop on lot 51 of Mooresville Motorsports Center. Approving this request would remove .84 acres from the 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. The Board of Commissioners is able to remove up to ten (10) percent of the county's portion of certain watershed areas and permit the seventy (70) percent built-upon area prior to the need for engineered stormwater control devices.

Applicant:	Andrew Finney	Property Owner:	Barry and Sherry Daniluk
Location:	400 Blk Performance Rd.	Tax Parcel:	239-060
Zoning:	IND	Purpose:	Race Shop
Watershed:	WS II BW (Coddle Creek)		

STAFF CALCULATIONS

- Total lot area (less r/w): **36,750 sq.ft.**
- Building size: **7,200 sq.ft.**
- Other improvements: **6,300 sq.ft.**
- Total coverage: **13,500 sq.ft. (37%)**
- Allowable coverage by right: **4,410 sq.ft. (12%)**

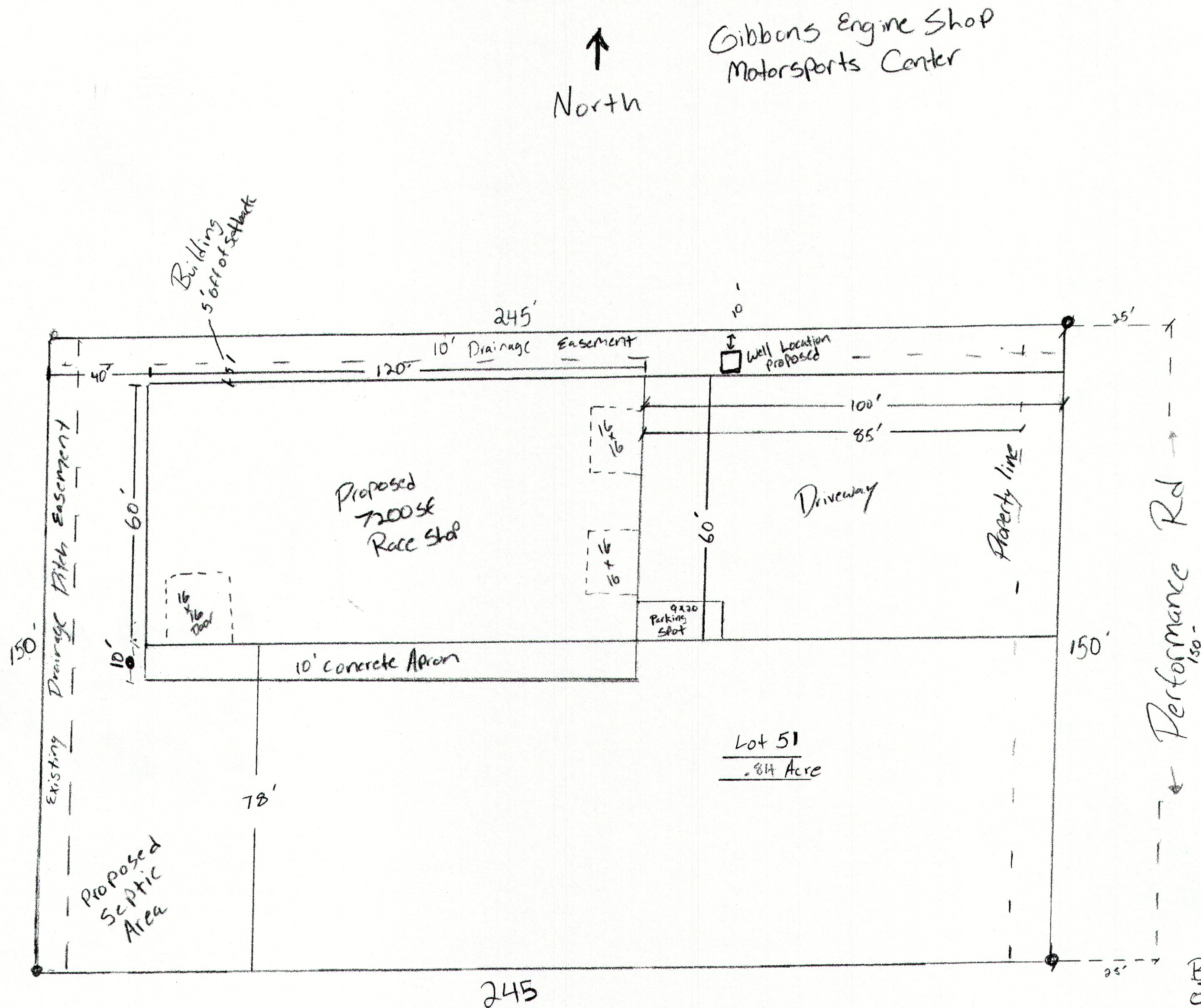
- Impervious coverage allowed with SNIA approval: **25,725 sq.ft.**
- Coddle Creek Watershed Acres: **11,885 sq.ft.**
- Acres approved for SNIA: **137 AC out of possible 1,188 acres**
- Percentage removed: **0.01%**

STAFF COMMENTS

This request meets all standards for approval.

Dave Janson
Race Shop

EZ Box Machinery Co.



Vacant Lot Motorsports Center Development

Builder: Finney Builders INC
Owner: Barry Danulick
Lot 51 Performance Motorsports Center
Parcel ID 239060 Lot 51
Flood zone X / Parcel 4686
Zoning = IND / Employees 1
Hours of Operation 9-5 M-F
Setbacks: 50' front 10' Side & Rear

Scale = 1" = 20'



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 # SNIA 03-18
Date Filed 10/2/18
Received By RB
Amount Paid _____

Office Use Only

SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION

OWNERSHIP INFORMATION:

Name: Barry Daniluk & Sherry Daniluk
Signature: _____
Phone: 403-357-7756 Email: Sherlydaniluk@gmail.com
Address: _____

APPLICANT / AGENT INFORMATION:

Name: Andrew Finney
Signature: [Signature]
Phone: 704-791-5728 Email: Drew@Finneybuilders.com
Address: 1198 Gateway Drive Mooresville NC 28115

PROPERTY DETAILS:

Tax Parcel: 239060 Zoning District: IND
Location: O Performance Rd Mooresville NC 28115 Lot 51
Size (sq. ft. or acres): 0.84 acres Watershed: X
Current Land Use: Vacant lot

List the current or proposed use of the property and a general description of what will be constructed under this application:

Race Shop

Will there be **land disturbing activity** (grading of natural vegetation) of one acre or more of land area because of the construction on the property? Yes ☐ No ☒

Structures: Existing N/A sq.ft. Proposed 7200 sq.ft.

Other Impervious Coverage: Existing N/A sq.ft. Proposed 7200 sq.ft.

Remaining Undeveloped Area: 22,350 sq.ft. 61 % of Property

Storage of toxic and/or hazardous material: Yes ☐ No ☒

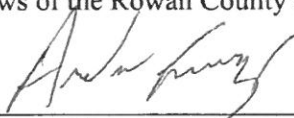
If Yes, a spill containment plan must submitted with application.

SITE PLAN:

Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.


Attached: Yes ☒ No ☐

I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.


Signature

8-4-18
Date of Application

OFFICIAL USE ONLY

1. Signature of Coordinator:  2. Board of Commissioners
Meeting: 10/15/18 3. Board of Commissioners Action: Approved ☐ Denied ☐ 4. Date
Applicant Notified: / /

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project.

✓ Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA
N/A Project included within an SNIA Overlay Area.

(b) Lot Dimensions.

✓ Actual dimensions and acreage of the lot to be built upon and the
location of any right of ways that may affect development on the lot.
✓ Average lot size (in square feet).

(c) Built Upon Area.

✓ The accurate location and use of all existing and proposed buildings
and other structures and location and size, in square feet, of all built-upon
areas including parking and loading facilities.
✓ The percent of the project that will be covered with an impervious
surface.
✓ The area, in acres, to be left natural

(d) Streams / Rivers.

N/A The accurate location of all perennial streams and natural drainage
areas on the property on the site plan.

(e) Buffers.

N/A The location of all required buffer areas shown on a site plan.

Lot size less r/w & esmts.	36,750 sq. ft.	Other coverage	6,300
Allowable coverage by right	4,410	Total coverage	13,500
Allowable coverage with 70%	25,725	Undisturbed acreage	23,250
Existing coverage	0	Watershed acres	11,885
Pre-1994 coverage	0	Acres approved for SNIA	137
Building size	7,200	Percentage Removed	App 1%

Checked By: MS Date: 10/5/15

Comments: _____

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
DATE: October 5, 2018
SUBJECT: Consideration of Incentive for EDC 'Project Kodiak'

During the October 1st Commission meeting, following a public hearing, the Board approved a Level 2 incentive grant for Project Kodiak.

As discussed at the public hearing, the Rowan EDC would like the Board to consider utilizing its Economic Development Funds to provide an additional \$100,000 grant for Project Kodiak. The funds could only be used toward trade specific equipment or fixtures, or for tenant upfits. The grant would be structured as a loan, which would be forgiven if the Company met and maintained certain job creation goals.

The company behind Project Kodiak is an online retailer that offers thousands of products to its customers and serves them from warehouses and fulfillment centers located throughout the United States. Project Kodiak is evaluating locations to establish a new 700,000 square foot Fulfillment Center facility within the South Atlantic region of the United States. If Rowan County were chosen for this new facility, the company would create 600 new jobs by the end of 2022. The company would also invest approximately \$55 million dollars through the construction of the new facility and placement of new equipment.

ATTACHMENTS:

Description	Upload Date	Type
Memo - Request for Additional Incentive	10/5/2018	Cover Memo
Draft Equipment Loan Agreement	10/5/2018	Cover Memo
Draft Promissory Note	10/5/2018	Cover Memo
Project Kodiak - Executive Summary & Incentive Agt	10/5/2018	Cover Memo

Memorandum

Be an original.

Date: October 5, 2018
To: The Rowan County Board of Commissioners
Cc: Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request to consider additional incentives for "Project Kodiak"*

Dear Chairman Edds and Commissioners,

On behalf of the Rowan EDC, I would like to thank the Board of Commissioners for your support thus far in our efforts to win "Project Kodiak" for our community. By graciously agreeing to approve an Economic Development Incentive Grant at your October 1st meeting, you ensured that Rowan County remains under consideration for this project by the Company.

As previously discussed, the Company behind "Project Kodiak" is an online retailer that offers thousands of products to its customers and serves them from warehouses and fulfillment centers located throughout the United States. The Company is evaluating locations to establish a new eCommerce Fulfillment Center facility within the South Atlantic region of the United States. Rowan County is under consideration for this new 700,000 square foot facility.

If our community were chosen for "Project Kodiak", the Company would construct this new facility on the Trevey Site. The project would create 600 new jobs by the end of 2022. The Company would also invest approximately \$55 million dollars through the construction of the new facility, placement of new equipment and other improvements as part of the proposed project.

As you are aware, other locations in South Carolina and Georgia are being considered for this project. In order to increase Rowan County's competitiveness toward securing this project, the Rowan EDC proposes that the County utilize its Economic Development Funds to provide an additional \$100,000 grant to the Company. The funds could only be used toward trade specific equipment or fixtures, or for tenant upfits.

The grant would be structured as a loan, which would be forgiven if the Company creates and maintains 600 new jobs. The Company would be required to repay the loan on a percentage basis if all jobs are not maintained for at least five years after the loan closing. Attached is a proposed loan agreement between the County and the Company that was drafted with the help of County Attorney Jay Dees. Also attached is a copy of the executive summary that was distributed prior to the October 1st Board meeting.

I look forward to discussing this project with you in greater detail at your October 15th meeting. Please do not hesitate to contact me with any questions you may have, and thank you for considering this matter.

Yours truly,

A handwritten signature in blue ink that reads "Scott Shelton". The signature is written in a cursive, flowing style.

Scott Shelton
Vice President

NORTH CAROLINA

ROWAN COUNTY

LOAN AGREEMENT

This Loan Agreement is entered into this ____ day of _____, 2018, by and between "PROJECT KODIAK" (hereinafter referred to as the "Borrower") and ROWAN COUNTY, a body politic of the State of North Carolina (hereinafter referred to as the "Lender"); who hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Lender herein has agreed to lend Borrower up to \$100,000.00 provided the Borrower complies with all terms and conditions specified in this Agreement.

WHEREAS, the money reimbursed by Lender to Borrower shall be secured by a UCC-1 Financing Statement in favor of the Lender against that certain business personal property owned by Borrower, located at what is commonly known as _____, Salisbury, North Carolina and more particularly described in Exhibit "A";

WHEREAS, Lender has provided loan support to or for the benefit of the Borrower in order to stimulate use of the Property and support economic development in the local geographic area; and

NOW, THEREFORE, for and in consideration of Lender obligating to lend Borrower, upon the terms and conditions herein set forth, the sum of \$100,000.00, the parties hereto do agree as follows:

1. **USE OF PROCEEDS**: The funds loaned (the "Funds") shall be reimbursed to Borrower solely for the purchase and relocation of Equipment or Trade Fixtures taxed as business personal property or for Borrower Improvements made to the building located on the Property, which parcel of land contains ____ acres of land and existing building(s) and which is more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter referred to as the "Property") or for such other purposes as the Lender and Borrower from time to time may agree in writing. "Equipment" as used herein refers to any trade specific equipment or trade fixtures located on the Property that are taxed as business personal property in Rowan County. "Improvements" as used herein refers to any customized alterations the Property that Borrower makes to the Property as Tenant that are not paid by Owner or Landlord and such provision for Tenant Improvements is included in a lease agreement between Borrower as Tenant and Owner as Landlord, in order to configure the space specifically for the needs of the Borrower.

Borrower shall proceed with purchase and relocation of Equipment and Improvements to the building, with work to commence no later than _____ of 20__, shall pursue such purchase and relocation of Equipment and Improvements to the building diligently thereafter, and have such work substantially completed no later than _____ of 20__. Said work shall be completed free from all liens or claims of lien or services, labor, materials and improvements and in material compliance with all applicable building restrictions, ordinances, restrictive covenants, building codes, zoning laws and other legal requirements. The anticipated total cost of all Equipment is \$_____, with a total investment in real property Improvements estimated at approximately \$_____ (which, when included with the costs of other related items and improvements, shall result in a cumulative investment by Borrower during the project of approximately \$55,000,000.00).

2. **JOB CREATION:** Borrower agrees to create ____ full-time jobs on or before _____, 20__.
3. **DISBURSEMENT:** Provided that the other requirements of this Section 3 are met, the Lender shall disburse reimbursements upon the request of (i) any officer, partner or manager of the Borrower or (ii) any person designated in writing by the Borrower. The Lender may require as a condition to the disbursement of any reimbursement the proper execution and delivery to the Lender of (i) such written forms requesting disbursement of reimbursements as the Lender may reasonably request, and (ii) such estoppel certificates and waivers as the Lender may reasonably request establishing that there are no claims, liens, or claims of lien of any kind against the loan proceeds or the Property. If any claim, lien, or claim of lien is asserted against the loan proceeds or the Property which is not satisfied or bonded to the Lender's satisfaction within 30 days, the Lender is authorized, in its discretion, to withhold the further disbursements of Funds and to reduce the total loan amount according to the sum then disbursed and outstanding. Ordinarily, the Lender will require at least ten (10) days' notice prior to disbursement of an advance. Unless the Borrower gives written instructions to the Lender to the contrary, the Lender is authorized, in its discretion, to disburse reimbursements directly to Borrower or deposit any advance to the account of the Borrower. The Lender may, in its discretion and for its sole benefit, withhold the disbursement of reimbursements until the corresponding Improvements are inspected and approved by the Lender (which approval shall not be unreasonably withheld, conditioned or delayed). The determination of the percentage or the amount of work completed shall rest solely in the Lender's judgment. The Borrower will accept all reimbursements made by the Lender up to the full amount of the loan.
4. **PAYMENT OF DISBURSEMENT:** Awards shall be disbursed directly to the Borrower, upon receipt of qualified invoices. It is the responsibility of the Borrower to submit any invoice(s) for payment.
5. **MAINTENANCE FREE OF LIENS:** The Borrower shall at all times maintain the property, the loan proceeds and any sums owed by the Borrower free and clear of any liens or claims of lien for labor, work performed, materials or improvements upon the property. If any such liens or claims of lien are asserted, and not released or bonded over within 30 days,

the Lender is hereby permitted and empowered, at its option, to pay or otherwise release said liens or claims of lien out of the then-available Funds. The Lender is expressly authorized to exhaust the then-remaining Funds in payment or release of such liens or claims of lien, and to pay or release such liens or claims of lien on a pro-rata basis if there are not sufficient funds in the control of the Lender to satisfy or release the liens or claims of lien in full. If the Lender so elects, it may contest the validity of any liens or claims of lien and pay from the loan proceeds the necessary cost of contesting the liens or claims of liens, including a reasonable sum for attorney fees. The Lender is specifically empowered, in its discretion, to withhold any further reimbursements of Funds upon the assertion of any lien or claim of lien (whether against the Property, the Funds, or any sums owed by the Borrower) which is not released or bonded over by or on behalf of Borrower within 30 days, until such time that the lien or claim of lien is released or bonded over.

6. **NO REPAYMENT UNDER CERTAIN CONDITIONS:** The loan of the Funds to Borrower shall be automatically and permanently forgiven, and no repayment of the said loan by the Borrower (whether principal or interest) will be required, if all terms and conditions of this Agreement are complied with by the Borrower and Borrower maintains the jobs promised to be created hereunder (or as otherwise permitted by Section 7(f) below) for a five (5) year period following the loan closing, which shall be determined based upon the date the Promissory Note (as hereinafter defined) is executed.
7. **REPAYMENT UPON VIOLATION OF CONDITIONS:** Upon violation of one or more of the terms and conditions of this Agreement, the Promissory Note or the Deed of Trust (collectively, the "Loan Documents"), and Borrower's failure to cure the same within thirty (30) days following receipt of written notice thereof from Lender, the Borrower agrees to repay to the Lender the following amounts:
 - a. One hundred percent (100%) of the Funds previously disbursed to Borrower if the violation occurs within the first year following the execution of the Promissory Note.
 - b. Eighty percent (80%) of the Funds previously disbursed to Borrower if the violation occurs within the second year following the execution of the Promissory Note.
 - c. Sixty percent (60%) of the Funds previously disbursed to Borrower if the violation occurs within the third year following the execution of the Promissory Note.
 - d. Forty percent (40%) of the Funds previously disbursed to Borrower if the violation occurs within the fourth year following the execution of the Promissory Note.
 - e. Twenty percent (20%) of the Funds previously disbursed to Borrower if the violation occurs within the fifth year following the execution of the Promissory Note.
 - f. No payment is required if at least ninety percent (90%) of the number of jobs created by Borrower are maintained at the end of the fifth year following the execution of the Promissory Note.

8. **PROMISSORY NOTE:** Borrower shall execute in favor of Lender a Promissory Note in form and substance reasonably required by Lender to evidence said Lender's loan of the Funds to Borrower (the "Promissory Note"). It is specifically agreed that Borrower and any and all other persons responsible for repayment of the indebtedness in whole or in part shall be bound by reimbursements made to Borrower.
9. **SECURITY:** Borrower shall allow filing of a UCC-1 Financing Statement by the Lender that demonstrates that the Lender has or may have an interest in the business personal property of the Borrower.
10. **TERMINATION:** This Agreement shall terminate at the expiration of the specified Term hereof unless sooner terminated by (1) Borrower's giving written notice of Borrower's desire to terminate together with payment in full of all outstanding principal due Lender under this Loan Agreement, if any; (2) Lender's giving thirty (30) days' written notice to Borrower of default of one or more of the terms, conditions, or requirements of the Loan Documents and the failure of Borrower to correct or cause to be corrected such default within said thirty (30) day period; or (3) at Lender's option if Borrower has suffered any Claim of Lien pursuant to Chapter 44A of the North Carolina General Statutes to be filed against Borrower and Borrower fails to have said lien discharged within thirty (30) days after demand by Lender upon Borrower.
11. **TAXES, ASSESSMENTS, AND INSURANCE:** Borrower, as a condition of this Agreement, will pay or cause to be paid when due all taxes allocable to and assessed against the Property and improvements constructed on the Property, assessments, levies and charges upon or against the improvements on the Property and will keep any and all improvements upon said Property insured against loss and damage by fire, tornado and windstorm and such other hazards as the Lender may require in amounts and with insurance companies satisfactory to Lender with loss payable clauses in favor of Lender as its interest might appear and in such form as Lender may reasonably require. Proceeds of any insurance policy or any part thereof, or proceeds or awards received from any condemnation, may be applied by Lender (to the extent of its interest) at its option to either the reduction of the indebtedness or to the restoration or repair of the property damage; provided, however, that if (i) no default exists under the Loan Documents, and (ii) in the event of a condemnation or taking, the same does not take, condemn or otherwise have a significant adverse affect on the structures or improvements located on the Property such that the Property cannot be used for its intended purpose, then Lender shall permit Borrower and/or Lessor to use said funds to repair and restore the Property to substantially the same condition as the Property was in prior to the casualty or condemnation, so long as such repairs meet applicable building codes and other legal requirements and are approved in advance by Lender, which approval shall not be unreasonably withheld, conditioned or delayed, and provided that the same are completed within 180 days following receipt of said insurance or condemnation proceeds (subject to events of force majeure). The Lender may pay charges against the Property; and in case of such payment, the amount so paid shall immediately become debts to the Lender from Borrower, and shall bear interest at 10% per annum or the highest rate permitted by law, whichever is less, and the payment of same shall be secured by the UCC-1 Financing Statement. The foregoing notwithstanding, Lender shall first give 30 days' notice to

Guarantor and Lessor to allow one or both to pay said charges unless any delay on account of such notice would result in prejudice to Lender.

12. **EXPENSES:** Borrower will pay all reasonable and customary expenses of title searches, lender's policies of title insurance, examination of title and drafting, perfecting and recording all papers and other incidentals. Borrower agrees that prior to any reimbursement of any money by any lender, Borrower will supply to Lender a properly executed Promissory Note and the UCC-1 Financing Statement, and such other and further collateral and documentation as the Lender may reasonably require, together with the necessary funds to accomplish the recordation of the same and a lender's policy or policies of title insurance insuring the UCC-Financing Statement, which shall be reasonably satisfactory to Lender, and evidence of the policy or policies of casualty insurance covering the Property as hereinbefore specified in this Loan Agreement.
13. **ACTION ON DEFAULT:** In the event of any default by Borrower in any agreement, covenant or condition contained in this Agreement, following the failure to cure such default on or before the expiration of the thirty day period following written notice required pursuant to Section 7 hereof, Lender may take possession of the Property, including all equipment, furniture, fixtures and appurtenances, as and to the extent permitted under (and subject however to the terms and conditions of) any First Deed of Trust and the UCC-1 Financing Statement contemplated herein. For such purposes, Lender may use any funds of Borrower at any time in the hands of the Lender by deposit or otherwise and any money reimbursed by Lender for such purposes shall be payable on demand and the payment shall be secured by the UCC-1 Financing Statement contemplated herein. Additionally, Lender shall have the right, upon any such default and the failure to cure such default on or before the expiration of the thirty days notice period required in Section 7 hereof, to have appointed a receiver to collect the rent and profits from the Property (to the extent set forth in, and subject to the terms and conditions of, any First Deed of Trust and the UCC-1 Financing Statement contemplated herein) without regard to the value of the said tract or the solvency of the person or persons liable for the payment of the amounts then owing and all amounts collected by said receiver shall be applied, after expenses of the receivership, and subject to the terms of any First Deed of Trust and the UCC-1 Financing Statement contemplated herein, to the payment of the indebtedness evidenced by the Promissory Note and UCC-1 Financing Statement contemplated herein; and provided further that Lender, at its option, shall have the right to do same without the appointment of a receiver. Nothing in this Section 13 shall be deemed to limit any of Lender's rights or remedies under the Note or UCC-1 Financing Statement contemplated herein except to the extent required by law so long as Lender complies with the notice requirements of Section 7 hereof..
14. **CONDITION PRECEDENT:** The parties hereto do agree the property may be subject to a First Deed of Trust and that there are no conditions precedent to this Agreement other than as herein stated and that the full terms, conditions and covenants contained herein, together with the terms and conditions of the Promissory Note and UCC-1 Financing Statement, shall bind, and the benefits and powers shall inure, to the respective successors and permitted assigns of the parties hereto. Whenever used herein, the singular number shall include the plural and the plural the singular, unless otherwise specified and the term "Lender" shall include any payee

of the indebtedness hereby secured and any transferee, holder or assignee thereof, whether by operation of law or otherwise.

15. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original, but all of which together shall constitute one and the same instrument.

16. **MISCELLANEOUS:**

- (a) Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

LENDER:

Rowan County
Attn: County Manager
133 West Innes Street (delivery)
Salisbury, NC 28144

With a copy to:

John W. Dees, II
County Attorney
133 West Innes Street
Salisbury, NC 28144

BORROWER:

With a copy to:

- (b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other party hereto.
- (c) Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Lender and Borrower. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other person. It is the express intention of the parties hereto that any such person or entity, other than Lender and Borrower, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- (d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.
- (e) The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
- (f) The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in Superior Court in Rowan County, North Carolina. The parties hereby submit to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.
- (g) Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
- (h) If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God; strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

- (i) Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.
- (j) Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.
- (k) By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement; fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.

[Remainder of page attention left blank; signature page follows].

IN WITNESS WHEREOF, the parties herein have caused this instrument to be executed and sealed in their respective names pursuant to the authority indicated.

PROJECT KODIAK, Borrower

BY: _____ (SEAL)

Name and Title

ROWAN COUNTY, Lender

BY: _____ (SEAL)

Chairman

ATTEST:

Carolyn Barger, Clerk to the Board

EXHIBIT A

SATISFACTION: The debt evidenced by
This Note has been satisfied in full
This the ____ day of _____, 20__.

Signed: _____

PROMISSORY NOTE

\$100,000.00 Salisbury, N.C.
January , 2018

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to ROWAN COUNTY, a body politic and corporate of the State of North Carolina, or holder ("Lender"), the principal sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS, without interest on the unpaid balance until paid or until default, both principal and interest in lawful money of the United States of America, at the office of Rowan County Manager, 133 West Innes Street, Salisbury, North Carolina 28144 or at such place as the legal holder hereof may designate in writing. The principal amount shall be paid and disbursed to the undersigned Borrower in one or more disbursements, subject to and in accordance with that certain Loan Agreement between Lender and Borrower (the "Loan Agreement"), the terms of which are incorporated herein by this reference. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and shall be subject to the same terms and conditions contained herein or in the Loan Agreement.

This loan to Borrower shall be automatically and permanently forgiven and no repayment of this Note (whether principal, interest or otherwise) will be required, if all terms and conditions contained in the Loan Agreement are complied with by the undersigned and the undersigned maintains the jobs promised to be created under said Loan Agreement for a five (5) year period following the date hereof.

Upon violation of one or more of the terms and conditions of the Loan Agreement, following the expiration of any notice and cure period set forth therein, the undersigned agrees to repay to the Lender the following amounts:

- a. One hundred percent (100%) of the Funds (as defined in the Loan Agreement) previously disbursed to Borrower if the violation occurs within the first year following the execution of this Promissory Note.
- b. Eighty percent (80%) of the Funds previously disbursed to Borrower if the violation occurs within the second year following the execution of this Promissory Note.
- c. Sixty percent (60%) of the Funds previously disbursed to Borrower if the violation occurs within the third year following the execution of this Promissory Note.
- d. Forty percent (40%) of the Funds previously disbursed to Borrower if the violation occurs within the fourth year following the execution of this Promissory Note.
- e. Twenty percent (20%) of the Funds previously disbursed to Borrower if the violation occurs within the fifth year following the execution of this Promissory Note.
- f. No payment is required if at least ninety percent (90%) of the number of jobs created by Borrower are maintained at the end of the fifth year following the execution of this Promissory Note.

THIS IS AN INTEREST FREE LOAN.

If not sooner paid or if not forgiven as set out above, the entire remaining indebtedness shall be due and payable on the __ day of _____, 20__.

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in the terms of Loan Agreement beyond any notice or cure period set forth therein, or (b) default under the terms of any instrument securing this Note beyond any notice or cure period set forth therein, then in either such event the holder may without further notice, declare the remainder of the principal sum, according to the Schedule above, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, and all other sums due under this Note and the Deed of Trust, if any shall bear interest at the rate of 8% per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same

may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holders rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorney fees as provided by law, plus all other reasonable expenses incurred by the holder in exercising any of the holders rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given for money borrowed and is secured by a UCC Financing Statement.

{ Signature Page Follows }

.

IN TESTIMONY WHEREOF, the maker has hereunto set its hand and adopted as its the word "SEAL" appearing beside its signature, the day and year first above written.

PROJECT KODIAK

BY:

_____(SEAL)

Its: _____

September 21, 2018



PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC

Be an original.

ECONOMIC
IMPACT
SUMMARY

SUMMARY OF PROPOSED LOCATION OF PROJECT
KODIAK IN ROWAN COUNTY



Submitted by:
The Rowan EDC

September 21, 2018

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

Re: Summary of Proposed Location of Project Kodiak 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 location of Project Kodiak 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 company representatives from Project Kodiak, we would like to thank:

- David Hartigan, President, Hartigan Management, Inc.
- Ellen Tai, Senior Business Recruitment Manager, Economic Development Partnership of NC
- Carol Henderson, Senior Director - Business Incentives Practice, Cushman & Wakefield
- Ian McDonald, General Counsel, NorthPoint Development

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. Other Potential Incentive Request
5. Model of County Revenue – 10-Year Horizon
6. Closing
7. Draft Incentive Agreement

1. Project Description

About The Company

The company behind Project Kodiak is an online retailer that offers thousands of products to its customers and serves them from warehouses and fulfillment centers located throughout the United States.

Proposed Project

Project Kodiak is evaluating locations to establish a new eCommerce Fulfillment Center facility within the South Atlantic region of the United States.

Rowan County is under consideration for this new 700,000 square foot facility, along with sites in South Carolina and Georgia.

If our community were chosen, Project Kodiak would construct this new facility on the Trevey Site. The project would create 600 new jobs by the end of 2022. The company would also invest approximately \$55 million dollars through the construction of the new facility, placement of new equipment and other improvements as part of the proposed project. This new investment would be spread out over the next five years, with full completion by the end of 2022.

About the Site

The Trevey Site, located at the intersection of Interstate 85 and Long Ferry Road, has long been regarded as one of Rowan County's premier sites due to its visibility and excellent highway access. Privately-owned, the Trevey Site is approximately 78 acres and is zoned 85-ED-2. A Conditional Use Permit was recently approved by the County Commissioners to allow warehousing and distribution-related uses on the site.



2. Regulatory Approval Process

Zoned appropriately for this proposed use, there does not appear to be any regulatory barriers to this project moving forward. The company will work with the Rowan County Planning and Development Department as well as the Building Inspections Department to navigate the appropriate review and permitting process. There are no components of the proposed project that appear outside the normal scope of operations for these types of facilities.

3. Requested Assistance

Investment Grant Program

Rowan County's adopted Investment Grant Program provides a five-year grant to companies investing in our community. The grant is established by a contract between the company and Rowan County. The company must pay their taxes in full each year based on the actual tax value of the property or investment to be eligible to receive the grant. If the company meets all of the criteria in the contract, a

portion of the property tax will be returned as a grant. The amount of the grant is based on a designated percentage level for five consecutive years. Below is a chart that summarizes the categories of grants, including the minimum investment required and the percentage of new taxes paid that would be returned as a grant:

<i>Grant Category</i>	<i>Minimum Taxable Investment Required</i>	<i>Percentage of Paid Taxes Returned as a Grant</i>
Level 1 Grant	\$5 million dollars	75%
Level 2 Grant	\$50 million dollars	80%
Level 3 Grant	\$100 million dollars	85%

The company is requesting a Level 2 Grant under this program for the amount and duration adopted in the policy. In order to illustrate the revenue impact of this potential project on Rowan County, we have projected revenue returns over a 10-year period. These projections are provided below in Section 5.

Site Development Funds

In order to increase Rowan County's competitiveness toward securing this project, the Rowan EDC proposes that the County utilize its Economic Development Funds to provide an additional \$100,000 grant to the Company. The funds could only be used toward grading and other site development-related expenses.

4. Other Potential Incentive Request

The Trevey Site is not currently served by public sewer, which is required for this potential facility. Salisbury-Rowan Utilities (SRU) has studied the site and recommends running an approximately 16" gravity sewer line under Interstate 85 to serve the property. SRU estimates that extending sewer to the Trevey Site will cost \$1.5 million dollars. This extension would also bring public sewer closer to the Carlton Site, which is approximately 1,500 feet east of the Trevey Site.

While the State of North Carolina has recommended up to \$1.5 million dollars in Community Development Block Grant (CDBG) funds to help pay for a sewer extension to the site, Rowan County would still need to apply for the grant funds and receive formal approval. There is no need to submit the CDBG application until after a location decision is made by Project Kodiak and other incentives are approved and announced by the State of North Carolina.

If Project Kodiak chooses our community and a CDBG application is necessary, we recommend that Rowan County apply for the entire \$1.5 million dollars in CDBG grant funds that the County is eligible to receive. If the project's final costs met SRU's estimate of \$1.5 million dollars, then Rowan County's required local match would be \$375,000 with \$1,125,000 coming from CDBG funds. This would leave additional grant funds available if the project were to exceed SRU's estimate.

5. Model of County Revenue – 10-Year Horizon

Project Kodiak expects that the majority of construction, equipment installation, and infrastructure improvements will be complete by December 31, 2022. The overall investment timeline is based on information provided to the Rowan EDC by the company.

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
- \$55 million of new equipment and construction occurs prior to December 31, 2022
- The project is complete by December 31, 2022

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 five incentivized years, Rowan County would collect \$1,735,750 in revenue and provide incentive grants totaling \$1,388,600. The County would retain \$350,150 of revenue during the incentive term.
- Modeled with a 10-year horizon, Rowan County would stand to collect an estimated \$3,557,625, disburse a \$1,388,600 grant and retain an estimated \$2,169,025 of new revenue.

Project Kodiak:

<i>(Construction Completed by December 31, 2022)</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		\$48,000,000	\$51,000,000	\$53,000,000	\$55,000,000	\$55,000,000
County Tax Rate	0.6625%		0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
County Tax Revenue	Local Taxable Capital Investment times County Tax Rate		\$318,000	\$337,875	\$351,125	\$364,375	\$364,375
Expansion Grant %	80% for 5 years. Paid in FY 2021 - 2025		80%	80%	80%	80%	80%
Expansion Grant %	County Tax Revenue times Expansion Grant		\$254,400	\$270,300	\$280,900	\$291,500	\$291,500
County Net Revenue	County Tax Revenue minus Expansion Grant		\$63,600	\$67,575	\$70,225	\$72,875	\$72,875

FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	10 Year Sum.
2024	2025	2026	2027	2028	
\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000	\$55,000,000
0.6625%	0.6625%	0.6625%	0.6625%	0.6625%	0.6625%
\$364,375	\$364,375	\$364,375	\$364,375	\$364,375	\$3,557,625
\$0	\$0	\$0	\$0	\$0	\$1,388,600
\$364,375	\$364,375	\$364,375	\$364,375	\$364,375	\$2,169,025

6. Closing

This project appears to have a lengthy list of positive attributes and no apparent liabilities. If Rowan County were chosen, Project Kodiak would create a total of 600 new full time jobs as well as add \$55 million dollars to the County's tax base. The project would also generate approximately \$364,000 of annual tax revenue for the County after the incentive period concludes.

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.

7. Draft Incentive Agreement

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 "Project Kodiak" and its wholly owned subsidiary, _____, (hereinafter jointly 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 identified as Rowan County Tax Parcel 052 096, located at the intersection of Long Ferry Road and Interstate 85 (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 \$55 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 80% (0.80).

- 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 Eighty Percent (80%) 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, 2019.
- 2) The Company shall receive the Grant for five separate tax years ("Grant Term"), which shall begin with property assessed as of January 1, 2020, with the first such reimbursement to be provided to the Company by the County during fiscal year ended June 30, 2021. If the Facility is not complete by January 1, 2020, 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, 2020.
- 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 600 Full Time Equivalents ("FTEs") with this Project. As of December 31, 2022, the Company shall employ 600 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 FTEs (in aggregate)</u>
FY 20-21	147
FY 21-22	385
FY 22-23	484
FY 23-24	600
FY 24-25	600

- 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):
Rowan County Attorney
130 West Innes Street
Salisbury, NC 28144
Phone: (704) 216-8198
Facsimile: (704) 216-8195

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.

(Company Name)

By: _____

Title: _____

[Corporate Seal]

ATTEST:

_____ (Seal)

Name _____

ROWAN COUNTY, NORTH CAROLINA

Gregory C. Edds, Chairman

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

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: Finance Department
DATE: October 4, 2018
SUBJECT: Financial Report

Please see attached graphs.

ATTACHMENTS:

Description

Graphs

Upload Date

10/4/2018

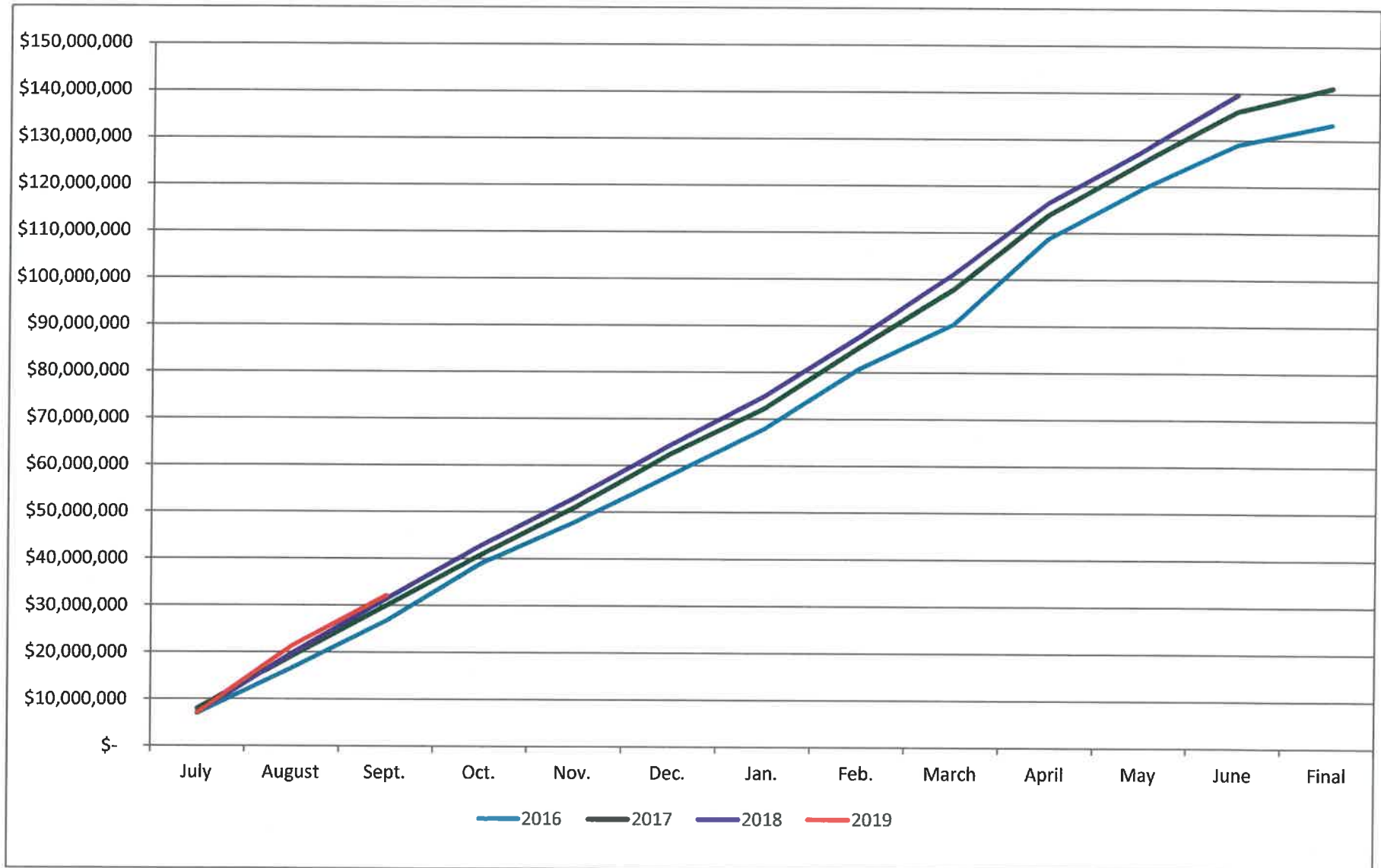
Type

Backup Material

**ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019**

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

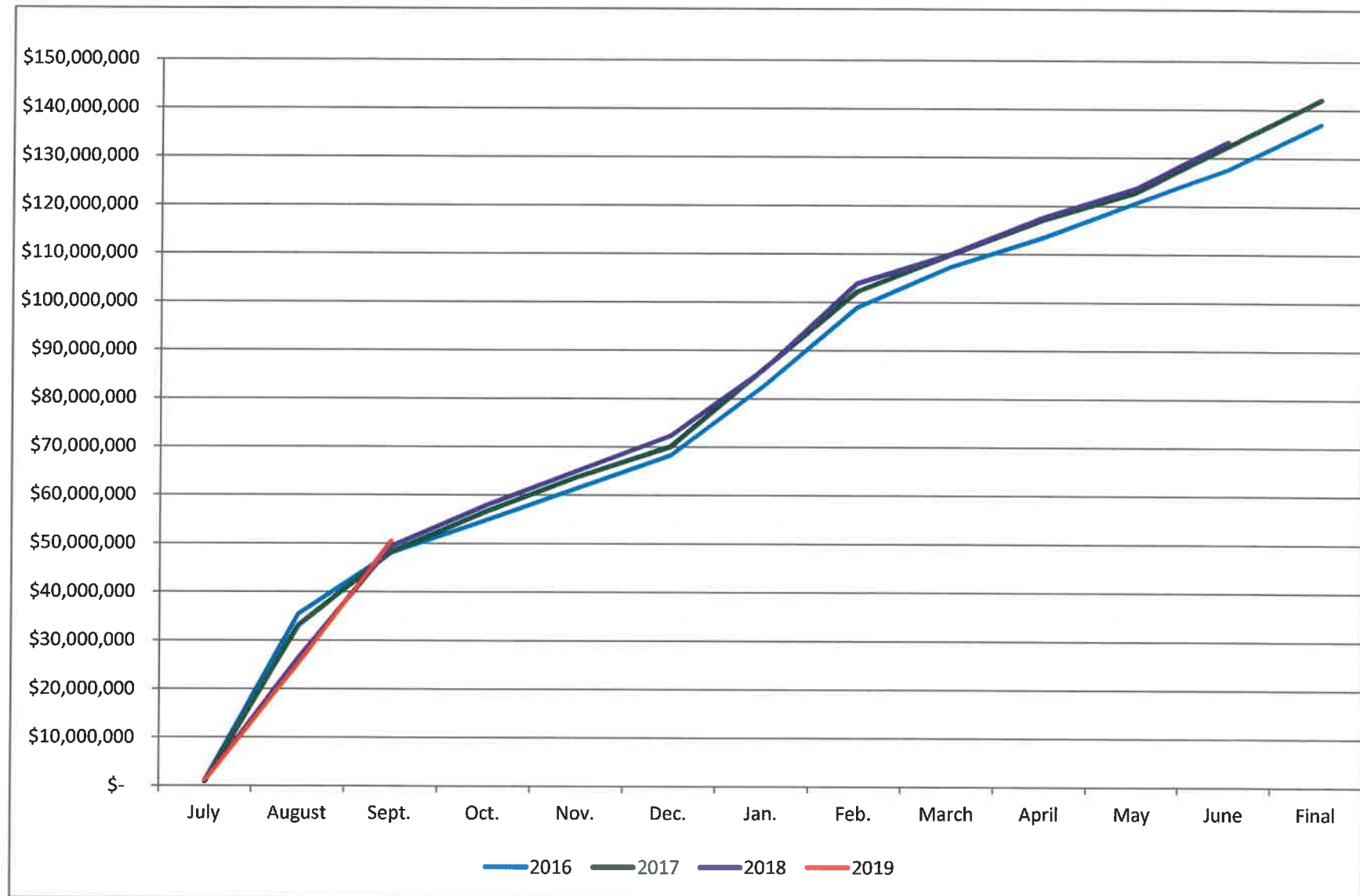
September	
2019	\$ 32,073,102
2018	\$ 31,373,850
2017	\$ 29,972,975
2016	\$ 26,685,022



**ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2016 - 2019**

ANNUAL CUMULATIVE REVENUE COMPARISONS

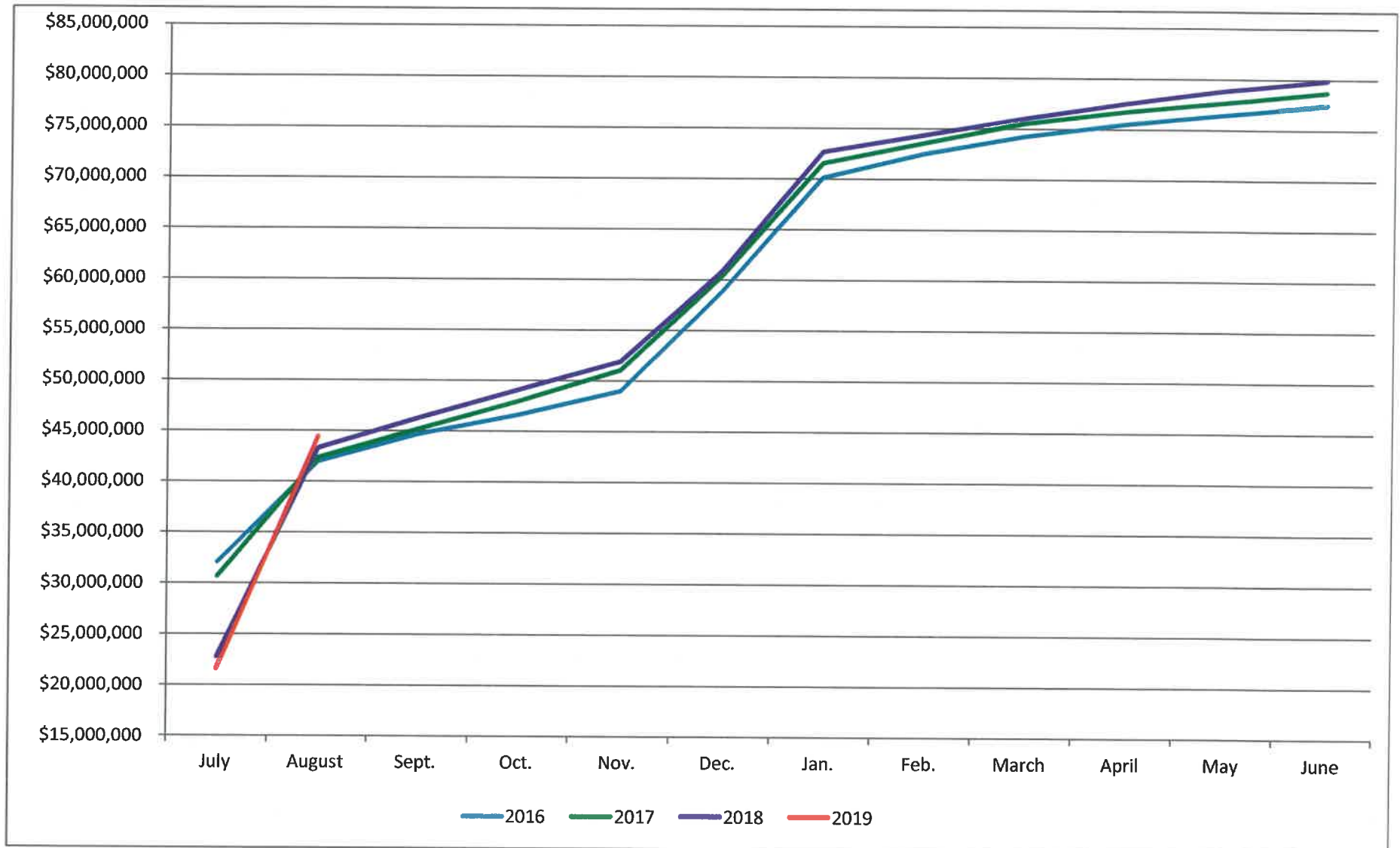
September		
2019	\$	50,474,400
2018	\$	49,347,817
2017	\$	48,253,915
2016	\$	48,046,551



**ROWAN COUNTY
GENERAL FUND
Fiscal Years 2016 - 2019**

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

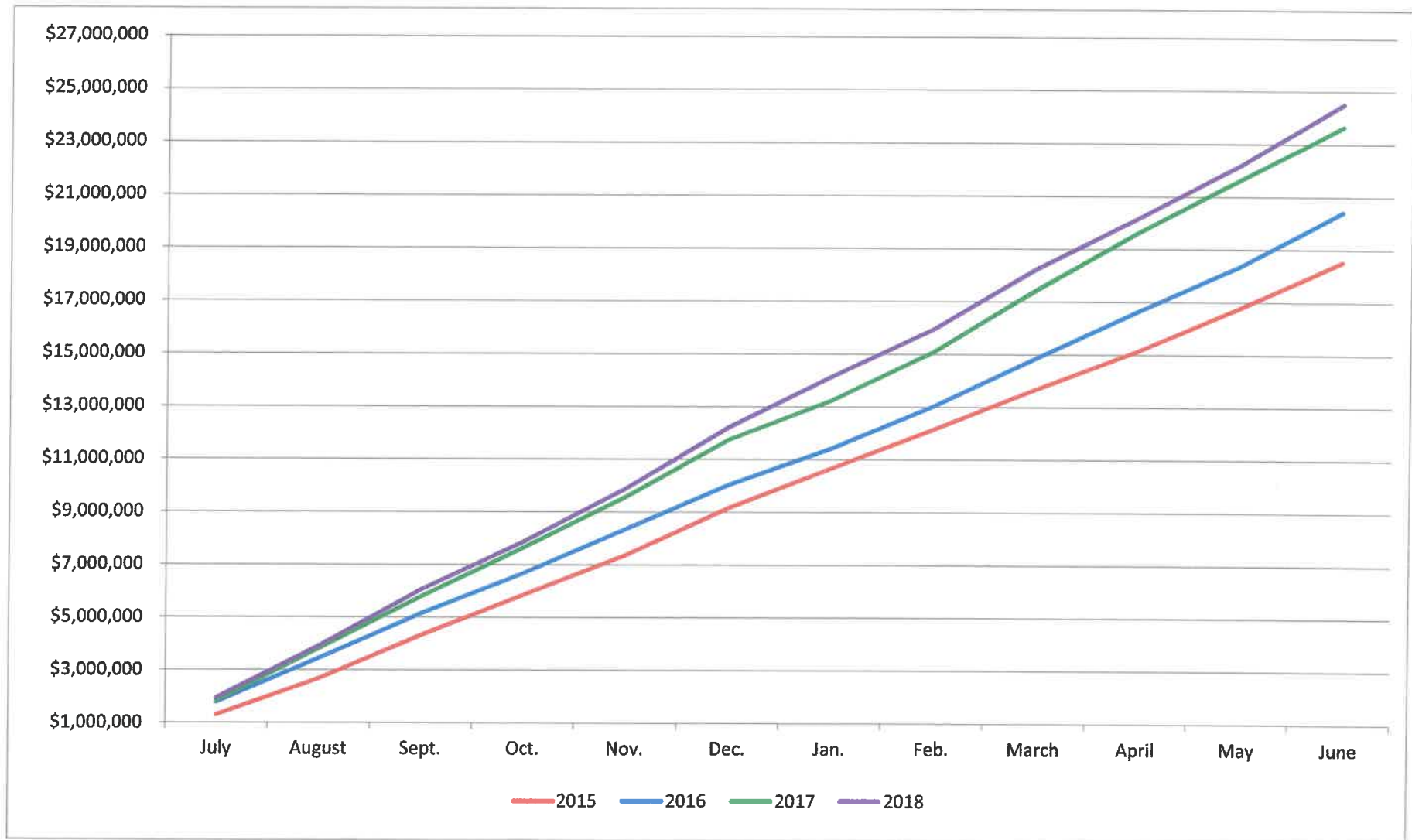
August		
2019	\$	44,409,708
2018	\$	43,253,959
2017	\$	42,316,190
2016	\$	41,945,916



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

ANNUAL CUMULATIVE SALES TAX COMPARISONS

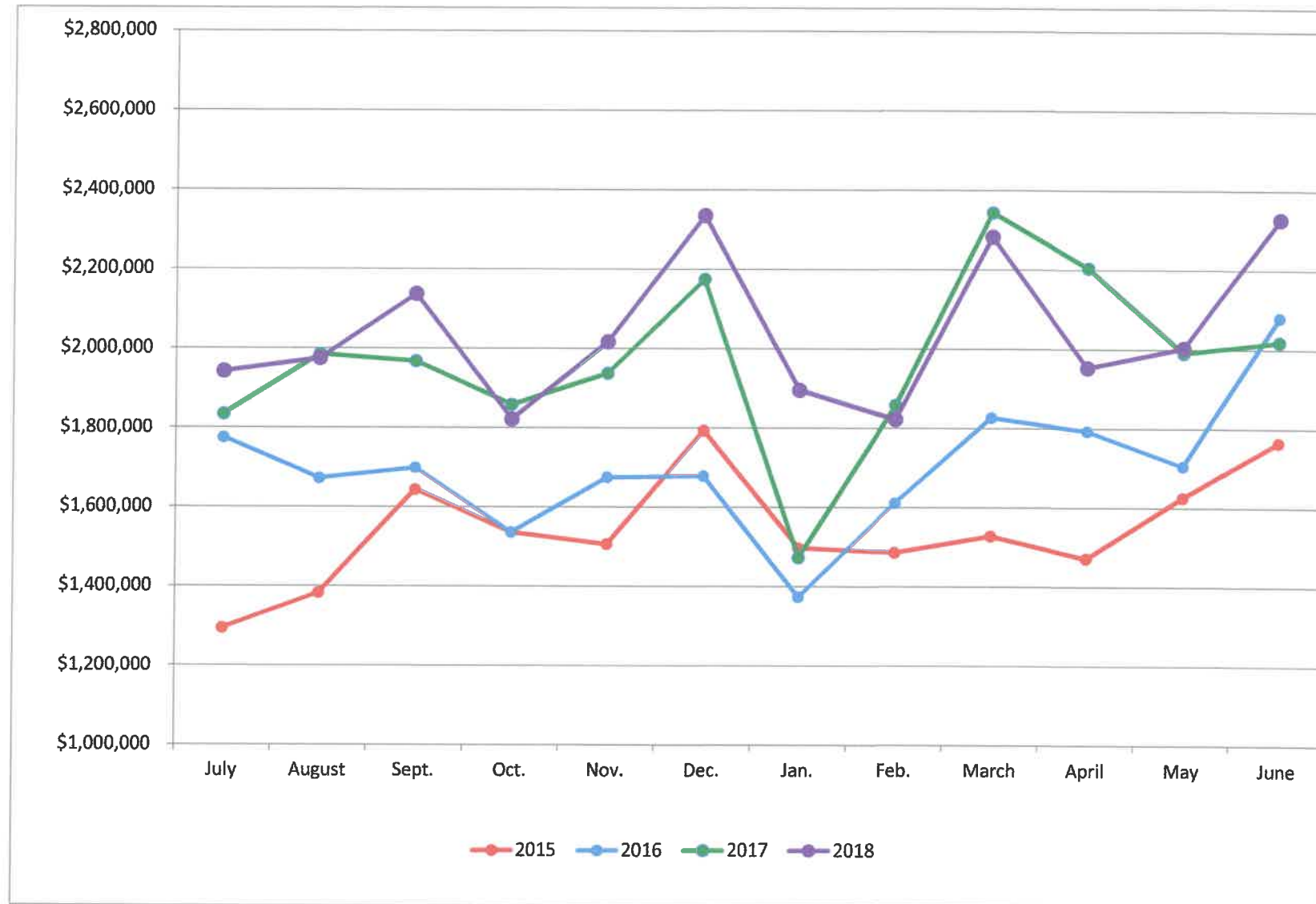
June		
2018	\$	24,514,531
2017	\$	23,650,001
2016	\$	20,430,780
2015	\$	18,534,768



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

MONTHLY SALES TAX COMPARISONS

	June
2018	\$ 2,327,813
2017	\$ 2,018,674
2016	\$ 2,080,206
2015	\$ 1,764,939



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: October 8, 2018
SUBJECT: Budget Amendments

Please see the attached budget amendments.

Please approve the attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

10/8/2018

Type

Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To budget the Walmart Foundation Grant awarded to Rowan County to be used for the 'Shop with a Cop' program. This grant application was approved by the BOC on April 2, 2018.

Prepared by:

Lisa Bevis

Date:

10/04/18

Reviewed:

BUDGET INFORMATION:

[illegible]

[illegible]

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To recognize reserved funds from FY 2018 for the Sheriff's Office. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis

Date: 10/04/18

BUDGET INFORMATION:

Reviewed by: _____

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Fund Balance Appropriated - Restricted	R	1144410-495010	26,207	
Supplies: Other Small Equipment	E	1154410-561095-44101	1,585	
Special Projects: Calendar	E	1154410-582015	126	
Program Activies: GREAT	E	1154410-583017	8,085	
Special Projects: Meeting/Training Food	E	1154410-582009	14,658	
Sheriff's Christmas Caring	E	1154410-583089	944	
Special Projects: Explorer Expenditures	E	1154410-582032	809	
Fund Balance Appropriated - Restricted	R	1144412-495010	9,083	
Alcoa: Other Supplies	E	1154412-561090	9,083	
Fund Balance Appropriated - Restricted	R	1144416-495010	58,224	
Tech Service - Serv & Maint	E	1154416-534030	10,000	
Telephone	E	1154416-553005	2,000	
Travel - State	E	11544165-558065	4,000	
Training - State	E	11544165-559050	2,000	
Supplies: Other - State	E	1154416-561910	25,224	
Weapons - State	E	11544165-561098	10,000	
F/A: Asset Forfeiture - State	E	11544165-576005	5,000	
Fund Balance Appropriated - Restricted	R	1144416-495010	52,965	
R&M - Vehicles - Federal	E	1154416-543020	5,000	
Travel - Federal	E	11544162-558026	1,000	
Training - Federal	E	11544162-559026	1,000	
Other Small Equipment - Federal	E	1154416-561095	7,965	
Weapons - Federal	E	11544162-561099	10,000	
F/A: Asset Forfeiture - Federal	E	11544162-576006	8,000	
Drug Education - Federal	E	11544162-582013	10,000	
Asset Forfeiture - Federal	E	11544162-582018	10,000	
Fund Balance Appropriated - Restricted	R	1144419-495010	27,510	
Special Projects: Katrina	E	1154419-582024	20,386	
Other Small Equipment	E	1154419-561095	7,124	
Fund Balance Appropriated - Restricted	R	1144417-495010	5,443	
Technology Services - Serv & Maint	E	1154417-534030	5,443	
Insurance Settlement Proceeds	R	11444162-489030		1,800
Telephone	E	1154416-553005		1,800
DEPARTMENT HEAD			COUNTY MANAGER	
ACCOUNTING USE ONLY				
Approved: <u>✓</u>	Approved: _____	Budget Revision # _____		
Disapproved: _____	Disapproved: _____	Date Posted: _____		
Amended: _____	Amended: _____	Group Number: _____		
Date: <u>10/05/18</u>	Date: _____	Posted by: _____		
Signature: <u>P. Hendrick</u>	Signature: _____	Approved by: _____		