



**ROWAN COUNTY COMMISSION AGENDA**  
**February 4, 2019 - 3:00 PM**  
**J. Newton Cohen, Sr. Room**  
**J. Newton Cohen, Sr. Rowan County Administration Building**  
**130 West Innes Street, Salisbury, NC 28144**

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: January 18, 2019 and January 22, 2019

1 Consider Approval of Consent Agenda

- A. First Amendment to South Tec Aviation, LLC Limited FBO Agreement
- B. Second Reading of ZTA 03-18: Campgrounds and RV Parks
- C. Request to Apply for the Paul LeBlanc Memorial Police Dog Donation Program
- D. Moratorium Ordinance for Campgrounds and RV Parks: Consider Termination
- E. Ridge Mechanical Contract - Justice Center Air Handlers Replacement
- F. ThyssenKrupp Elevator Contract - Elevator Maintenance
- G. Request To Apply For The Blanche and Julian Robertson Family Foundation, Inc.
- H. Purchase Order for Replacement of Pier at Dan Nicholas Park
- I. Purchase of Six Vans for Rowan Transit System

- J. Purchase of Track Loader for Environmental Management
  - K. Sponsor NC Department of Transportation Meeting at Transportation Museum
- 2 Special Recognition
  - 3 Public Comment Period
  - 4 Budget Amendments
  - 5 Monthly Board Appointments
  - 6 Adjournment

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

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** January 29, 2019  
**SUBJECT:** Consider Approval of the Minutes: January 18, 2019 and January 22, 2019

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
January 18, 2019 (Worksession)	1/29/2019	Cover Memo
January 22, 2019 Minutes	1/29/2019	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 SPECIAL MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS ANNUAL PLANNING WORKSESSION**

**January 18, 2019 – 8:30 AM**

**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

Absent: 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 8:30 a.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

#### **CONSIDER APPROVAL OF THE AGENDA**

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

Facilitator, Julie Brenman, of FountainWorks said the annual planning worksession would begin with the Board of Commissioners receiving presentations from various speakers with discussion afterwards.

Ms. Brenman said later in the day the Board would reflect on the past year and key trends, as well as priorities for the next year.

This report, prepared by Ms. Brenman, with contributions by the Clerk to the Board, summarizes the results of the 2019 Rowan County Board of Commissioners Retreat. The purpose of the retreat was to receive updates on

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various upcoming projects and for the Board to identify priorities for Rowan County for FY 2019-20. Comments were captured as conversation flowed and do not reflect any priority unless otherwise noted. The subsequent sections of the report summarize the workshop agenda and the participants' input.

## **UPDATE REGARDING BETTER JOBS FOR BETTER LIVES PROGRAM**

Commissioner Greene introduced Craig Lamb, Vice Present of Corporate and Continuing Education, from Rowan Cabarrus Community College. Mr. Lamb presented an update on the progress of the Better Jobs for Better Lives initiative.

The plan for the initiative focused on:

- Increasing access to and participation in employability
  - Use scholarship funds to help people access training
- Building stronger networks to solve community barriers to workforce participation and success
- Raising wages of Rowan workforce through skill development and access to better jobs
  - Many people in our county are working multiple jobs and we are hoping to reach them to get higher paying jobs

The program did a lot of outreach to a wide variety of locations and people. They had rapid response meetings targeting companies that were downsizing. They collaborated with social service agencies for referrals.

In the first two years, the program served 1003 Rowan County residents and awarded 143 scholarships (valued at \$83k). 63% are still involved with RCCC (active in 30 day plan; active in career development; enrolled in additional training). People have entered a variety of career training areas.

Administratively, during this initial phase of the program, staff learned how to leverage other funds and became more effective at community outreach.

### **Key Takeaways:**

- Better Jobs program has been successful – over 1000 residents served and 143 scholarships provided
- Request \$60,000 annual investment in ongoing scholarship funds to maintain momentum

## **PRESENTATION BY ECONOMIC DEVELOPMENT COMMISSION**

Economic Development Director Rod Crider provided a power point and talked about efforts the EDC has focused on in the past year.

Business Development – attract, retain and grow businesses

- Visiting existing businesses to help them grow
- Updated our website – site selection consultants appreciate the data
- Rowan Ideas Center – Innovation, development, entrepreneurship accelerations

- Several big announcements this year – AMREP, New York Air Brake, etc.
- Total anticipated jobs based on all of the companies we are currently talking to: 9301; \$167m payroll; 72 active projects; \$2 billion in potential investment. (While the County will not get all the companies/jobs, the potential is amazing).
- Data driven approach to our activities – allows us to track and measure as well as how we can improve our results moving forward.
- Several upcoming projects we are working on

## Product – what Rowan County has to offer

- Workforce development is key to maintaining a competitive business environment. We partner with many others, as this is essential to our success.
- Collaborate with childcare and transportation to help this succeed. This is a challenging effort to help everyone work together. Want to be more strategic in 2019.
- Building and site development activity throughout county – Easter Creek, China Grove, East Spencer, Cleveland, Platinum Site, identifying future sites- Rowan is a desirable location for industries
- Transportation improvements – widening of I85, new interchange, water and sewer

## Network

- Lead collaborative effort for economic growth.
- Started Rowan Manufacturing network this year – helping make connections, supply chain compatibility
- Municipal Outreach
- Strengthen relationship with Charlotte Regional Business Alliance, German American Chamber; State EDPNC

## Organizational

- Deliver a high performance service delivery system – updating technology tools; improve communications; updated job descriptions; explore broadening financial support from private sector

## Key Takeaways:

- Success in retaining, growing and recruiting businesses.
- Focus on workforce and supports (e.g. transportation and childcare); Focus on site preparation
- Help schools (high school, RCCC) understand jobs that are coming 5-10 years from now
- Increase prosperity, improve quality of life, reduce poverty – need great place to live to attract talent
- Leverage marketing resources

## **PRESENTATION FOR CAREER TECH EDUCATION**

Mandy Mills, CTE Director Rowan Salisbury Schools discussed career tech education in the school system.

- 80 CTE teachers in middle and high school.
- 8,559 high school students and 3,876 middle school students taking CTE courses in 2018-19.
- Graduation rates for CTE concentrators exceed state average, and RSS average ... close to 99%.
- Over 2,700 students earned credentials in 2017-18; number has been growing every year. RSS pays for all testing to achieve credential.
- Students go on to post-secondary education or employment successfully. Many award winning activities!
- Hold job exploration activities throughout the year: Skills Rowan, Discover Ag Day, Groundhog Job Shadow Day. Farm to Table academy
- Expanding initiatives: Health Science Pathway Grant; Advanced Manufacturing and Machining, Biomedical, Coding and Mobile App Development
- Producing a qualified workforce (student interest does not always line up with the workforce needs) – want to expose students to the workforce needs
- New middle school career development coordinator position (and bus) to expose students to new careers
- Continue work based learning and internships at the high school – change perception to get students interested in different types of jobs
- Help students have the “right” post-secondary placement – not all students need a four year degree! Want to do celebrations of success in getting jobs.
- Working to increase options for credentials students can get. Want those to be industry-led
- Increasing work-based learning and soft skill training
- New legislation allows us to start reaching 5<sup>th</sup> graders
- High school students can take a Fire Academy course as continuing education through RCCC

Chairman Edds noted Rowan County needed to do a better job of selling its education system, including college for site selectors. The County also needed to align education with workforce needs and make it so Rowan County is a place where people want to stay after they finish school. Chairman Edds pointed out the economy has changed and the County was trying to catch up. Chairman Edds felt it important to change the mindset and culture of the community so Rowan County could attract high paying jobs and provide hope to its residents.

Commissioner Greene noted dedicated students will be rewarded by their employers.

## Key Takeaways:

- 99% graduation rate amongst students in CTE program

Need to align education – and student expectations - with workforce needs

## **POVERTY AND TRAUMA: PRESENTATION BY ACES**

Commissioner Klusman introduced a group of guests, noting the Board needed a true investment from the County and the private sector to deal with childhood trauma. Adverse Childhood Experience (ACES) measures trauma (poverty, violence, abuse, neglect, etc.) - the higher your ACES score the more effects it has on your health, development and lifelong learning. 25.5% of our children in Rowan have ACES score of 2 or higher – higher than national average (22.6%). We want to both reduce/prevent trauma and reduce the impact of trauma on the kids.

Lisa Berger – Department of Social Services – shared some of their work:

- Partnering for Excellence started in 2014
- Serve children in foster care
- Trying to break the cycle
- Seen a decrease in number of children diagnosed with ADD or conduct disorder. Increase in the more appropriate diagnosis of PTSD in children. More properly diagnosing trauma.
- Decrease in children entering psychiatric and emergency facilities
- Decrease in spending in foster care \$117 per child per month = \$500k savings due to interventions!

Kerry Martin – Health Department Care Coordination for Children – kids 0-5 years

- The earlier we can get in and provide services exposed to trauma the better
- We focus on children in foster care and children with ACES. Over 50% of our referrals are for toxic stress. E.g. kids exposed to violence, mental health, substance abuse, homeless, parental incarceration, drug exposed infants
- We do assessments; focus on getting the children in a stable environment. Some stay in the home, some are in foster care.
- We assist the children, provide parenting education

April Kuhn – RSSS district

- Able to help students better because of better diagnosis (e.g. PTSD diagnosis is not same as ADHD)
- History is not your destiny: with better information about students, can teach resiliency and improve school performance
- Overall not seeing an increase in substance abuse, but we are seeing an increase in vaping and juuls – trying to prevent patterns of substance abuse

## Rocky Cabagnot and Carol Morrison - Community Action Agency

- Head Start agency and early Head Start programs
- National study: 85% of students in Head Start have experienced 1 trauma; 40% experienced 3 or more ACES
- We need to identify and eradicate trauma early, we will not be successful in having a prepared workforce if we do not address childhood trauma
- Need to invest in our children. They are our future.
- Children in our program stay on track through 3<sup>rd</sup> grade (not measured beyond that)

## Beth McKeithan – Prevent Child Abuse Rowan

- We exist to reduce trauma for children. Take referrals from law enforcement and social services. See about 250 cases per year. In most cases, the parents were also abused as children.
- Trauma has lifelong impacts. We try to intervene as early as possible to reduce the impact. Linkages to teen pregnancy, chronic disease, health, etc.
- Investment up front has major payoff. Once they are treated for trauma, can reduce reliance on medication, improve behavior, have better outcomes.

The Commissioners ran out of time for the full discussion. Other speakers were not able to comment at length, but shared brief comments and were thanked for their work.

- Transportation is also an issue for many families to get children to their appointments.
- Childcare for other children in the household is an issue.
- Adults also have trauma issues that need to be addressed (some are addressed with DSS)
- We need to invest in our very youngest children. Early investment will payoff with our workforce later. It is a generational cycle that needs intervention. Involved, caring, adults can make a difference and break the cycle.

## Key Takeaways:

- Trauma focus has led to better diagnosis, savings in Foster Care, improved school performance
- History is not destiny! Early intervention will help with school performance and workforce development.
- RSS needs more resources for mental health and an anti-vaping campaign
- Obstacles include transportation and childcare, as well as cost (particularly for those who earn just a little too much for Medicaid)

## **BREAK**

Chairman Edds called for a break at 11:20 a.m.

Chairman Edds reconvened the meeting at 11:38 a.m.

## **WEST ROWAN LIBRARY UPDATE**

Jeff Hall, Library Director, provided an update and shared site plans for the West Rowan Library in the former Cleveland Elementary School site. Mr. Hall said Rowan Salisbury School System (RSSS) was retaining some uses while demolishing others. A new fire station was being built there as well.

Mr. Hall highlighted some of the new construction that would add bathrooms, a new entrance and connect to the auditorium, which was also being renovated. According to Mr. Hall, it was expected that people would rent out the space for social events, recitals, etc. There will also be two small meeting rooms but there would not be commercial kitchen facilities.

Mr. Hall said the Library Board has raised \$327,000 for the project (more than the promised amount of \$315,000).

- City of Cleveland committed \$100,000 for this project.
- Library Foundation committed \$200,000 to construction (plus \$40,000 to library materials).
- Friends of Rowan Public Library gave \$15,000.
- Community members stepped up with \$12,000.

Projected operating expenses:

- Operating costs \$41,278
- Staffing cost \$126,997 (would increase to \$136,117 if also open 4 hours on Sunday)
- Total Operating costs \$168,725

Bids were expected in March or April, with approximately 6 months to complete the project. Mr. Hall said options were being explored for opening the library portion open first (prior to auditorium work). Mr. Hall reported there would be broadband Wi-Fi in the new campus area for West Rowan.

## **Key Takeaways:**

- Project is on time, on budget and moving forward
- Good to see the fruits of our vision four years ago

## **STRATEGIC PLAN FOR EMERGENCY SERVICES**

Chris Soliz, Chief of Emergency Services, presented a strategic overview for the Emergency Services Department and for the County overall. Mr. Soliz said he was coming up on his one year anniversary with the County and he praised his staff, stating he had inherited a great team with lots of energy. Mr. Soliz also

expressed appreciation for the Board, County Manager, Sheriff and all First Responders.

Vision for department:

*Rowan County Emergency Services will establish a culture of resilience and personal responsibility through inclusive collaborative partnerships that provide programs and resources for all residents.*

- Resilience: ability of a community to bounce back after disaster
- Personal responsibility: along with FEMA, we are trying to get residents to be ready for 72 hours on their own
- Partnerships: not just emergency responders, but non-profits, businesses, etc.
- All Residents: all of our work has to support all residents.

Core Capabilities: Prevent, Protect, Mitigate, Respond, And Recover. Planning covers all these categories.

Target Capabilities

- Reliable Service Delivery
- Common Operating Picture
- Resilient Community

Routine events – 98% of what we respond to are typically solved within a few hours. The department is working to increase cross training, and an all hands on deck mentality for the other events.

Mr. Soliz noted the following accomplishments that had been implemented over the past year:

- Department Health and Safety Program Established
- Emergency Management Duty Officer Program Established
- Established Public Information/Communications Officer

There are needs to plan for the future and new money and new trucks is not the only answer. The department is looking for innovation and changes, as well. For example, community para-medicine could alleviate some strain on the 911 system. We are shifting from a rural to more urban environment. There is more call volume, more industry growth and more special events and transportation crossroads.

Other comments and discussion:

- Health, safety and reorganization are key priorities
- Code Red text alerts (about urgent information) – can sign up on ReadyRowan.org (Commissioners would like county-wide alerts to be well-informed)
- Workplace violence training has been well received

- Response time is being monitored in different parts of the county
- Buoys at High Rock Lake need to be reviewed
- Public Safety Curriculum (share with Commissioners)

## Key Takeaways:

- We act more urban than rural – bigger than a 140,000 population
- Total call volume has been up, fire division activity is up
- We need to pay attention to response times – we want to get to Northern Rowan faster (Rockwell area has improved recently)

## **LUNCH**

Chairman Edds called for a lunch break at 12:40 p.m.

Chairman Edds reconvened the meeting at 1:28 p.m.

## **DISCUSSION REGARDING VETERANS COURT**

Commissioner Caskey provided a handout and shared information about a treatment and diversion program for veterans. Commissioner Caskey said he had discussed the possibility of a Veterans Court (Court) with the District Attorney, Sheriff, Clerk of Court, and Chief District Court Judge. Commissioner Caskey said the judicial staff had received a presentation about the Court in 2015; however, they had questions about the program that had never been answered.

Assess if there are other issues – PTSD, mental health, and brain injury, etc.- that led to their involvement with the justice system. The goal is to give them treatment and tools for rehabilitation and readjustment. Many vets end up arrested as a result of their trauma. Veteran only courtrooms connect them with services to help them get their life back on track. Treatment is more cost-effective than putting them in jail. It operates similar to drug court.

Commissioner Caskey asked the Commissioners interest in allowing the Veteran Services Director to work with stakeholders to pursue the possibility of the Court. Commissioner Caskey said it would be up to the judicial staff if they could facilitate the Court since the Commissioners did not have the authority to implement the program. The Veterans Court may require more staffing.

There could be correlation to counties with VA hospitals to those with veteran courts. Again, it would ultimately up to District Attorney and District Court Judges if the Court would be beneficial here.

## Key Takeaways:

- Want to know if there is interest in investigating a Veteran's Court for Rowan County. It will take time and effort to determine need, so want to make sure there is interest before doing so.
- Success rates in other Veteran Courts is as high as 98%

## **REPORT ON CRIME FROM SHERIFF KEVIN AUTEN**

Sheriff Kevin Auten shared crime data. In comparison, 2018 appeared that crime spiked. Sheriff Auten explained 2017 was one of the lowest crime years in a decade, so an increase in 2018 was not really a spike. Property crime fell a little; violent crime went up a little. The proactive actions taken are working (especially related to property crime). It is harder to control people's emotions and actions (especially related to violent crime).

Overall, the Sheriff's Department is functioning well. There is always struggle with staffing at the jail. The jail population is maintaining at a reasonable number and the Pretrial Release Program is working well.

In response to an inquiry from Commissioner Greene, Sheriff Auten said the jail is owned by the taxpayers and run by the Sheriff. Jails cannot be privatized in North Carolina.

### **Key Takeaways:**

- Proactive crime prevention efforts are working
- Stable staffing reflects good leadership

## **UPDATE ON RECYCLING: ENOCHVILLE COMMUNITY AND JULIAN ROAD**

Caleb Sinclair, Environmental Management Director, and Doug Chapman, Engineer from McGill Associates discussed Solid Waste infrastructure needs. Mr. Sinclair reported the County had to close the Solid Waste Recycling Convenience Center (SWRCC) located on West 8<sup>th</sup> St. in Kannapolis in January of 2017. There are currently 6 sites. Mr. Sinclair noted sites were originally built for garbage only; however, the sites have been adapted to accept recycling, as well.

The County Amended the zoning ordinance to allow solid waste centers in all zoning districts. The property on Enochville Avenue is being donated and the site would be assessed to see if it would work as a recycling center.

Mr. Chapman presented mock-ups of the potential layout for the Recycling Center on Julian Rd. Mr. Chapman discussed the new access road, traffic patterns and options at two parts of the site.

There are two projects to consider, the road and the design of the convenience center/solid waste related projects. The convenience site can come from the solid waste funds and approximately 50% of the costs of the road can come from the solid waste fund. James River Equipment would share a portion of the road costs. The front lot would be available to be developed. The road will be turned over to NCDOT for maintenance upon completion.

Mr. Sinclair said the landfill is a huge resource and will be around for at least 75 years based on current tonnage and capacity

Mr. Church discussed the road and asked the Board to consider an alternate bid for the road to the Animal Shelter and consider moving the road to provide more space for the front parcel.

Commissioner Greene moved to ask McGill to begin the process for estimates for the cost of Option B (rear site). The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

Mr. Sinclair discussed the success of the litter collection program.

Chairman Edds added he would like to see more partnerships with the municipalities in an effort to keep the key thoroughfares/gateways into the community looking good.

Commissioner Caskey moved to allow the County Manager to enter into a contract with McGill for a site selection and environmental study for the southern Rowan convenience site and Sheriff's station. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

#### Key Takeaways:

- Rear option for convenience center - Motion approved to move forward with getting cost estimate for Rear site
- Planning for future solid waste needs
- Site selection contract approved for Enochville area

#### **BREAK**

Chairman Edds called for a break at 2:41 p.m.

Chairman Edds reconvened the meeting at 2:55 p.m.

#### **DISCUSSION REGARDING WEST END PLAZA**

The Commissioners discussed options for West End Plaza (WEP). A lot of the prep work has been done and was necessary in order to move forward.

Finances in the County are strong and now is the time to start investing to create real community assets. The Board created a dedicated capital fund for WEP last year. There is plenty of parking.

Some of the options discussed include:

- Want to move some county facilities out to West End Plaza. Options include space for Emergency Services and Cooperative Extension. If the Cooperative Extension Staff is moved out of the current Emergency Services space it frees up space for Emergency Services. The Extension staff could host more regional meetings if moved to WEP.
- Want a nice event facility with even more space than the JC Penney space - first class facilities. Do not want to spend too much on the JC

Penney area if it is not going to be used as an event space for too long. Want to address the Belk space – a community center that can be an asset.

- Convention center or something along those lines.
- Farmers market.
- Health Department and Department of Social Services could still be considered to move out there
- Would like to see a one-stop shop for development services – in collaboration with municipalities – building, permitting, inspections, etc.
- Site for teacher professional development in state – become a magnet for education with a regional teacher development site. If we had a facility, education, college, and businesses can all use it.

Other points of discussion:

- Like the idea of starting with moving the Ag folks out so there is some activity. Ask County Manager to begin to work with Ag department to look at moving out there - need to ask staff what they need. Direct the County Manager to bring back a task order for design – programming and preliminary design. Suggestion for Commissioners to visit Iredell and Yadkin Agricultural centers to see options
- For now preserve Belk space
- Kitchen space hopefully can serve multiple purposes – Ag demonstration kitchen; culinary arts for schools; Kitchen for event space – cooking kitchen different than catering kitchen. Most conference centers just have warming kitchens.

Commissioner Klusman moved to authorize the County Manager to spend up to \$25k with ADW to bring back a preliminary design and cost estimates. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

### Key Takeaways:

- Ready to start moving forward with filling space
- Explore moving Ag out there first (probably not in Belk) – cooperative extension, forestry, soil and water, but also big conference room, demonstration kitchen (should be near Belk) – would like quote to include kitchen options – commercial and not – motion to spend up to \$25k with SDW on preliminary design and cost estimates
- Support a large space for meeting space (in Belk)

### **PRIORITIES FOR 2019-20**

Reflecting on the accomplishments of the past year, Chairman Edds noted that the County is in good shape and moving forward. Three particular accomplishments he noted were the water and sewer extension at the new Old Beatty Ford Road interchange; the growth at the airport; and dramatic improvements at the Animal Shelter.

The County Manager noted the upcoming revaluation will impact the entire county and will need to be taken into consideration as the 2019-20 budget is developed. Updated information should be sent to all property owners in mid-February to early March.

The Commissioners concluded the meeting by identifying their priorities for the coming year. It was noted the Commissioners need to continue doing what they are already doing. The Commissioners noted that because the County is in good shape they do not need to prioritize individual items at this time. In addition to the key takeaways and priorities they noted throughout the topics already discussed, they added several other priorities to consider.

- Concession stand at Dan Nichols Park needs to be replaced/renovated. Need additional office space as well. Concession stand is old, unsafe, and presents a poor image. Could be \$300-500k. In this year's budget, an architect is looking at design and potential cost.
- Broadband Task Force recommendations
- Woodleaf – create a park as a community gathering place in the former school site
- Continue Commission/municipal conversations
- Develop a consortium to focus on trauma in children – to focus on a healthier community
- Request a new interchange at Exit 77 through NCDOT
- Consider the implications of any school consolidations – what the Commissioners can do to support the communities

## **ADJOURNMENT**

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

***The above summary was prepared by Julie Brenman, Facilitator, of Fountain Works, with contributions by the Clerk to the Board, and is hereby adopted as the official minutes of the Board of Commissioners Annual Planning Worksession held on January 18, 2019.***

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

**January 22, 2019 – 6:00 PM**

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

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

Absent: Judy Klusman, Member

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

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

Chaplain Michael Taylor provided the Invocation and

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

**CONSIDER APPROVAL OF THE MINUTES**

Commissioner Greene moved, Commissioner Pierce seconded and the vote to approve the minutes of the January 7, 2019 Commission Meeting passed unanimously (4-0).

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## **1. CONSIDER APPROVAL OF CONSENT AGENDA**

Commissioner Pierce moved approval of the Consent Agenda. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

The Consent Agenda consisted of the following:

- A. First Tennessee ATM Lease
- B. Grant request for the Margaret C. Woodson Foundation – DSS and One Church One Child
- C. Tax Refunds for Approval
- D. Grant Request for the Robertson Foundation – DSS and One Church One Child
- E. Consider Acceptance of Surety Bond for Completion of Street in Lighthouse Landing Subdivision
- F. Resolution Endorsing New Projects in the CRMPO

WHEREAS, the North Carolina Board of Transportation (BOT), every two years, prepares a Statewide Transportation Improvement Program (STIP) that identifies transportation projects to be implemented over the next seven years with State and Federal funding; and

WHEREAS, the North Carolina BOT solicits input for identifying transportation projects of local and regional importance to be included in the next STIP; and

WHEREAS, the Cabarrus-Rowan Transportation Advisory Committee is charged with the development of a Metropolitan Transportation Improvement Program (MTIP); and

WHEREAS, Rowan County is a member jurisdiction of the CRMPO; and

WHEREAS, the Cabarrus-Rowan MPO encourages the North Carolina Department of Transportation (NCDOT) to design all highway projects, where appropriate, to accommodate bicycle and pedestrian traffic that support alternative means of transportation; and

WHEREAS, Rowan County has outlined its transportation and highway project priorities within the CRMPO planning area in the attached application to the MPO;

NOW, THEREFORE, BE IT RESOLVED by Rowan County Board of Commissioners endorses the following new highway projects to be evaluated on the list of projects that will ultimately be considered for the FY 2022-2031 CRMPO MTIP.

- 1. New interchange on Interstate 85 at McCanless Road / Correll Street: Construct a grade-separated interchange to provide access and economic benefit to the East Spencer community and enhanced connectivity to East Rowan area
- 2. Intersection Improvements along Mooresville Rd (NC 150 Hwy) at Rowan Mill / Sherrills Ford Roads: Add storage and turn lanes as per the road plans for the U-5900 TIP project.
- 3. Intersection Improvements along East NC 152 Hwy at Organ Church Road / Faith Road: Improve intersection alignment.
- 4. New Road with Grade Separation: Construct two (2) lane road from Henderson Grove Church Road to S. Main Street (US 29 Hwy) providing a grade separation at the NC Railroad Corridor, which ultimately facilitates connection between the Airport Parkway project (U-5901) and Julian Road widening project (U-5738).

These projects will be submitted as new highway projects to be considered for inclusion in the next update of the CRMPO Metropolitan Transportation Plan (MTP) and MTIP as well as the 2022-2031 STIP.

- G. Request to Apply For the Margaret C. Woodson Foundation – Sheriff's Department
- H. Passport Photo Fee Waived Through Register of Deeds Office
- I. Statements of Qualifications for Professional Airport Engineering and Planning Services for the Mid-Carolina Regional Airport
- J. Request for New Position in Information Technology

- K. Hurricane Florence Applicant Disaster Assistance Agreement and Resolution
- L. Reclassification of Budget Analyst Position

## **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:

- Joe Teeter said he and his wife would like to present the Board of Commissioners with a small token of appreciation for its courage in standing up for Rowan County in the ACLU prayer lawsuit. Mr. Teeter also provided the Board with a CD of a tour of the capital, which he said proved without a doubt that weekly church services were held in the capital. Mr. Teeter thanked the Board for its hard fought battle and presented the check to show respect and help pay the legal fees.
- Ronnie Smith encouraged the Board's support of the Vietnam Veterans Memorial, enhancement of the National Cemetery, Yadkin River Park and the Trinity Oaks downtown project.

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

## **3. PUBLIC HEARING – REVISED INCENTIVE AGREEMENT FOR 'PROJECT CARE'**

Scott Shelton, Vice President, Economic Development Commission (EDC), said the EDC had been working diligently to win "Project Care" (Project) for Rowan County. Mr. Shelton said the company behind the Project was an existing employer that was considering the community for a potential expansion, which would lead to the creation of many well-paying new jobs, as well as a substantial increase to the County's tax base.

Mr. Shelton recalled the Board approved a Level 2 incentive grant for the Project at its October 1, 2018 meeting; however, since the grant was approved, the parameters for the Project had changed. Mr. Shelton explained the Project would have originally seen the creation of 59 new jobs and a \$68 million dollar capital investment. The revised Project proposed creation of 35 new jobs with a \$45.2 million dollar capital investment. An additional \$20 million in new investment and 20 new jobs through the transfer of an existing production line to Rowan County also remained a possibility but was put on hold indefinitely according to a company representative.

During the 5 incentivized years, the County would collect \$1,351,500 in revenue and provide incentive grants totaling \$1,013,625. The County would retain \$337,875 of revenue during the incentive term.

Mr. Shelton highlighted the main changes for the Project as follows:

- New proposed capital investment - \$45.2 million (was \$68 million)
- New proposed jobs – 35 (was 59)
- Revised start date for grant – FY 20-21 (was FY 19-20)
- Revision and Consolidation of Sections 2 and 3 in Article IV (to eliminate redundancy)

County Attorney Jay Dees discussed the penalties if the Company did not hit its target.

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

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the revised incentive agreement as submitted passed unanimously (4-0).

#### **4. PUBLIC HEARING FOR Z 07-18**

Planner Aaron Poplin provided a power point as he presented the staff report. Mr. Poplin explained that Traci Kinser was requesting the rezoning of a 2-acre portion of Tax Parcel 319 153 located at 5025 US 601 Hwy from Rural Residential (RR) to Neighborhood Business (NB). Mr. Poplin said Mr. Kinser had owned the property since 2006 and operated a rural home occupation selling playground equipment and mulch. Rural home occupations are limited to 2000 square feet in total operation area. Therefore, Mr. Kinser was seeking a rezoning to increase the operational area and to have the flexibility to operate other commercial uses on the property.

Using the power point, Mr. Poplin reported the Western Area Land Use Plan (LUP) encouraged mixed use development throughout the area to include commercial components with residential development to serve proposed and surrounding neighborhoods. The property was zoned RR with the closest NB district being 250' feet away. There was a 16-acre CBI district at the intersection of US 601 and Cauble Road.

Continuing with the power point, Mr. Poplin showed the site in question, as well as the surrounding area.

The Planning Board met on November 26<sup>th</sup> and adopted a Statement of Consistency and a Statement of Reasonableness.

Chairman Edds opened the public hearing to receive citizen input regarding Z 07-18. With no one wishing to speak, Chairman Edds closed the public hearing.

Commissioner Pierce moved Z 07-18 is consistent with the Western Rowan Area 3 Land Use Plan based on the following: the property is in close proximity to similarly zoned property, the location of the property is on US 601 Hwy, which is a major thoroughfare. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Commissioner Pierce moved in accordance with Section 21-362(j) of the Rowan County Zoning Ordinance and after due consideration the Planning Board advises the Z 07-18 request is reasonable and in the public interest based on the following: the property is in close proximity to similarly zoned property, the location of the property is on US 601 Hwy, which is a major thoroughfare, rezoning the property would not be detrimental to the surrounding areas or the general public. The motion was seconded by Commissioner Greene

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve Z 07-18 passed unanimously (4-0).

## **5. PUBLIC HEARING FOR ROAD NAME CHANGES RESULTING FROM OLD BEATTY FORD REALIGNMENT**

Planning Technician Lela Ijames, reported that in 2016 the North Carolina Department of Transportation (DOT) began the I-3804 project which would make significant changes to existing roads in the Old Beatty Ford Road area.

Ms. Ijames continued with a powerpoint depicting maps for the applicable areas and roads to be affected as she discussed the new alignment of Old Beatty Ford Road, construction of an associated interchange, a new bridge over I-85 and demolition of the current bridge over I-85 that would render two (2) dead end road segments.

Discussion between the Planning and the Telecommunications Departments identified three (3) segments of road that would need to be renamed. Using the power point, Ms. Ijames pointed out the recommended road name changes.

On November 15, 2018, employees from both the Telecommunications and Planning Departments held a public information meeting at Bostian Elementary School to discuss the proposed changes, receive feedback and answer any questions from residents.

Ms. Ijames reviewed the segments of road as a continuation of Bostian Road, Chalk Maple Road, Lentz Road to Old Beatty Ford Road and the newly constructed road as Old Beatty Ford Road. If approved, the proposed changes would take effect March 1, 2019.

Chairman Edds opened the public hearing to receive citizen input regarding the suggested road name and address changes due to the Old Beatty Ford Road

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

Commissioner Pierce moved to approve the road name and address changes as recommended by Staff. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

**6. PUBLIC HEARING: ZTA 03-18 CAMPGROUND/RV PARKS TEXT AMENDMENTS**

Planning Director Ed Muire presented the staff report for ZTA 03-18. Mr. Muire said the Commissioners had enacted a six (6) month moratorium on establishing or expanding campgrounds and RV parks in the County's planning jurisdiction, effective August 6, 2018 until February 6, 2019. The moratorium further directed the Planning Board to study the topic and provide recommendations to the Commissioners for consideration.

Mr. Muire said Committee B of the Planning Board was assigned study of the issue and met on several occasions to review current text, existing campground locations, receive feedback from the County's Building Inspections, Environmental Health and Fire Marshal; review development standards from around the state; and develop proposed amendment for Planning Board consideration on October 22, 2018.

The Planning Board unanimously supported forwarding the recommendations to the Commissioners for consideration and guidance. Mr. Muire said the text was presented to the Commissioners on November 5, 2018 and no substantive changes were recommended at that time. The Planning Board conducted its required courtesy hearing on ZTA 03-18 on November 26, 2018.

Chairman Edds praised Planning Staff for the compilation of information as to what other counties were doing with regards to campgrounds and RV Parks. Chairman Edds continued by discussing two (2) items that he would like to see included in the text amendments:

1. In looking at the chart on page 85 regarding cabins and campgrounds in the CBI district, Chairman Edds preferred that cabins and campgrounds be required to follow the conditional use permitting process through the Planning Department, regardless of the zoning designation.
2. Under other additional standards, add an item #5 pertaining to additions requiring them to be freestanding, obtaining all requisite building permits.

Commissioner Pierce questioned whether free-standing additions would stay on site or have to be moved when a camper was pulled off-site. Mr. Muire said the addition would stay and would be part of the contractual agreement with the owner.

Commissioner Pierce expressed concern for someone who builds an attachment specific to size of their camper and whether the Board should go ahead and address a requirement for the addition to be removed upon removal of the camper.

Commissioner Greene pointed out that any structure built was ultimately the responsibility and a liability for the owner of the campground. Commissioner Greene said it would be paramount for the campground owner to address the issue in the lease.

County Attorney Jay Dees said there was nothing the County could do to make someone take the structure down. Mr. Dees said the overriding concern was to make people comply when they were building; however, the County would not have any control over the campground.

Commissioner Caskey asked the Chairman for clarification on the proposed text amendments to page 85, as to whom they would apply. Commissioner Caskey was unclear on whether the text amendments would affect existing campgrounds and RV parks, or just new sites. Mr. Muire said the only changes that would apply to existing campgrounds and RV parks was the street addressing component. Mr. Muire stated the County would be responsible for paying for the street signs, installation, and the sign maintenance; however, the park would be responsible for displaying the lot numbers. Mr. Muire said once the text was adopted, staff had 12 months to get the addressing component into compliance.

Chairman Edds opened the public hearing to receive citizen input regarding ZTA 03-18 and the following citizen came forth:

- Salisbury Elk Lodge (Lodge) member, Mike Jones, stated the Lodge had a 24-acre campground on High Rock Lake. Mr. Jones stated the Lodge received a survey by mail, but other than that there had been no further correspondence regarding changes to campground and RV park requirements. Mr. Jones asked why the Commissioners were reviewing the ordinances now, and why it was such a big deal to make the changes. Mr. Jones asked why Dan Nicholas Park had not taken care of its four (4) sites that were without water and sewer. Mr. Jones questioned the meaning of the term "expansion". Mr. Jones said the Lodge had approximately two (2) acres that were undeveloped, and asked if it would be considered an expansion if a decision was made to put more campsites on those two (2) acres. Mr. Jones also questioned the requirements for the Lodge if it decided to add four (4) cabins like Dan Nicholas Park had.

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

Chairman Edds asked Mr. Muire if he could answer Mr. Jones' question regarding cabin expansions. Mr. Muire explained that any new construction would be considered an expansion and the new guidelines would apply. Mr. Muire said if there was already an approved water/sewer system, the only other issue would be road surfacing and turn-around space.

Chairman Edds addressed Mr. Jones' question about the need for the proposed changes. Chairman Edds stated 1998 was last time the County had looked at its standards on campgrounds and RV parks; however, surrounding counties had updated their requirements a long time ago. When studying surrounding counties, the Planning Department compared Rowan County closely to Davidson. Chairman Edds noted key differences between Rowan County's proposed amendments and Davidson's guidelines as listed below:

- Davidson required 50 foot setbacks; Rowan requires the same.
- Davidson requires 15 foot internal setbacks between units, where Rowan required none.
- Density requirements are determined in both counties by the Health Department, which calculates the number of required septic units.
- Davidson's interior roads must be 24 feet; Rowan required 18 feet.
- Davidson's parking requirement was 1 ½ spaces per site; Rowan required 1 space per site.
- Water and Sewer components are required by both counties.
- Davidson required a length of stay/rent by the day agreement, whereas Rowan County offered long-term rental agreements.

Chairman Edds stated High Rock Lake was a tremendous asset to Rowan County, and it was time the County raised the standards for the lake area. Chairman Edds said Rowan County found value in lake campgrounds from tourism, and attracting potential land/home owners.

Chairman Edds allowed Mr. Jones to add further comments.

Mr. Jones felt the best government was the one that governed the least. Mr. Jones said the Lodge had done a lot of good for the community as a non-profit. Mr. Jones said he could understand large commercialized campgrounds that offered such amenities would be required to meet these new guidelines, but felt the proposed were overkill for the non profits.

Chairman Edds said since Commissioner Klusman was absent, the text amendments would require a second reading at the next meeting (scheduled for February 4, 2019).

Mr. Dees suggested the Board moved to accept the amendments (recommended by Chairman Edds) into the text so consistency would still apply to the new, as amended.

Commissioner Pierce moved to accept the amendments as stated for ZTA 03-18 text amendments. Chairman Edds seconded and the motion passed unanimously (4-0)

### **Statement of Consistency:**

Commissioner Pierce moved ZTA 03-18 is appropriate and necessary to meet the development needs of Rowan County for the following reasons not previously envisioned by the East / West / I85 South Corridor Land Use Plan(s):

- 1. Development standards for campgrounds and RV parks have not been updated since adoption of countywide zoning in 1998.
- 2. Proposing specific standards for establishing or expanding campgrounds and RV parks promote health, safety and general welfare in the RA, NB and CBI districts.

Furthermore, the adoption of ZTA 03-18 is deemed an amendment to the East / West / I-85 South Corridor Land Use Plan(s) and is reasonable and in the public interest based on the following:

- 1. Campgrounds and RV Parks provide temporary lodging opportunities and are an asset to the recreational needs of High Rock Lake and Rowan County.
- 2. The Rowan County Board of Commissioners has expressly placed a renewed emphasis on promoting recreational and development potential surrounding High Rock Lake.

The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the text amendments as amended for ZTA 03-18 passed unanimously (4-0).

The original text was submitted as follows:

#### **(a) Sec. 21-4. Definitions. [EXCERPT]**

*Built-upon area* means that portion of a development project that is covered by impervious or partially impervious cover, including buildings, pavement, gravel areas (e.g. roads, parking lots, and paths), recreation facilities (e.g. tennis courts), etc. This does not include slatted decks, the water area of a swimming pool, a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric, and trails defined in G.S. 113A-85 that are either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour).

*Cabin* means a habitable structure used for overnight or temporary lodging of a recreational rental purpose regardless of whether said structure is subject to the NC Building Code. For purposes of this definition, the term does not include a dwelling unit, but is intended to include cottages, huts, treehouses, yurts and other similar structures.

*Caliper* means the diameter of a tree trunk.

*Campground* means an area or property that provides more than one (1) site or space for overnight and temporary primitive tent camping for recreation, education or vacation purposes. Campgrounds may not provide or include sites or spaces for a recreational vehicle. This definition is not intended to include camping by an individual or family on their own property.

*Child care center* means any child care arrangement which provides child care for between three (3) and twelve (12)

preschool-age children in a residence or three (3) or more children in a building other than a residence on a regular basis of at least once per week for more than four (4) hours but less than twenty-four (24) hours per day, regardless of the time of day and regardless of whether the same or different children attend as defined by G.S. 110-86. The following are not included: public schools; non-public schools whether or not accredited by the state department of public instruction, which regularly and exclusively provide a course of grade school instruction to children who are school-age; specialized activities such as athletics, dance, music lessons, or Boy Scouts; summer day camps that operate less than four (4) consecutive months and do not participate in the child care subsidy program; summer camps having children in full-time residence; bible schools conducted during vacation periods; facilities licensed under G.S. Ch. 122C, Art. 2; and cooperative arrangements among parents to provide care for their own children as a convenience rather than for employment.

*Church/synagogue* means a tax exempt building used for nonprofit purposes by a recognized and legally established sect for the purpose of worship, including educational buildings and daycare facilities when operated by such church/synagogue.

*Classic motor vehicle* means any motor vehicle, twenty (20) years old or older, being of recognized and enduring interest, appeal and importance to the owner.

*Cluster development* shall refer to residential clustering for the purposes of this chapter.

*Co-location* means the placement or installation of additional antennas, antenna arrays or wireless facilities on an existing wireless support structure or broadcast tower, the sharing of an antenna or antenna array, or otherwise sharing a common location by two (2) or more FCC licensed providers of mobile broadband or wireless telecommunication services. Co-location does not include routine maintenance on wireless support structures and facilities, including in-kind replacement of wireless facilities. Routine maintenance includes activities associated with regular and general upkeep of transmission equipment, including the replacement of existing wireless facilities with facilities of the same size.

*Combination use* means a use consisting of a combination on one (1) lot of two (2) or more principal uses separately listed in the table of permissible uses in section 21-113.

*Discontinue* means to stop or cease the use of a property.

*District.* See term "zoning district."

*Drinking Place* means an establishment whose principal purpose is to derive income from the sale of alcoholic beverages that are served and consumed on premise. These establishments, commonly known as bars, pubs, saloons, and taverns, hold themselves out to the public through advertising, signage, or other activities as purveyors of alcoholic beverages served on premise. Drinking places may also provide limited food services but do not meet the definition of an eating place as defined herein. In determining whether a use meets this definition, the Zoning Administrator may also consider the percentage of income from alcoholic beverage sales, floor plans, and plans / permits from the Rowan County Building Inspections Department, Rowan County Environmental Health Division, and the North Carolina ABC Commission. Unless otherwise indicated, this definition does not include congressionally chartered veteran organizations or wine tasting rooms defined by G.S. 18B-1000 or this ordinance.

*Driveway* means a private travel way which provides access from a public or private road, street or easement.

***Dump station means a dedicated on-site system in an RV park that is designed to treat or retain raw sewage and / or gray water produced by the occupant(s) of a recreational vehicle(s). The dump station is subject to approval and permitting by the Rowan County Health Department.***

*Dwelling unit* means a building, or portion thereof, providing complete and permanent living facilities for one (1) family.

*Dwelling unit, attached* means a dwelling unit that shares one (1) or more common walls with other similar units.

*Dwelling unit, detached* means any dwelling unit that is freestanding and shares no common walls with any other dwelling unit.

*Easement* means a grant by the property owner to the public, a corporation, or persons, of the right to use a specified portion of a lot or lots for a specified purpose.

*Eating Place* means an establishment principally engaged in preparing and serving food and beverages, which may or may not be consumed on premise, and in which the service of alcoholic beverages are accessory to the service of food and non-alcoholic beverages in terms of sales and square footage. In determining whether a use meets this definition, the Zoning Administrator may also consider the percentage of income from alcoholic beverage sales, floor plans, and plans / permits from the Rowan County Building Inspections Department, Rowan County Environmental Health Division, and the North Carolina ABC Commission.

*Eligible facilities request* means a request for modification of an existing wireless support structure or base station that involves co-location of new transmission equipment but does not include a substantial modification.

*Equipment compound* means an area surrounding or near the base of a wireless support structure within which a wireless facility is located.

*Erosion* means the wearing away of the earth's surface by water, wind, or other natural agents under natural environmental conditions undisturbed by man.

*Instrument landing system (ILS)* means a radio navigation system which provides aircraft with horizontal and vertical guidance prior to and during landing, and at certain fixed points, indicates the distance to the reference point of landing.

*Junk* means scrap, copper, brass, rope, rags, batteries, paper, trash, rubber or junked, dismantled or wrecked motor vehicles, or parts thereof, iron, steel and other old or scrap ferrous or nonferrous materials.

*Junked motor vehicle* means a vehicle that does not display a current license plate and:

- (1) Is partially dismantled or wrecked; and
- (2) Cannot be self-propelled or moved in the manner in which it originally was intended to move.

*Junkyard* means any establishment or place of business which is maintained, operated, or used for storing, keeping, building, or selling junk or for maintenance or operation of a motor vehicle graveyard. An establishment or place of business which stores or keeps for a period of fifteen (15) days or more material within the meaning of "junk" (as previously defined) which had been derived or created as a result of industrial activity shall be considered to be a junkyard within the meaning of this chapter.

*Junkyard Control Act* means G.S. Ch. 136, Art. 12, 136-141--136-155 which delegate to the state department of transportation the responsibility to regulate "junkyard" and "automobile graveyards" located on interstate and federal-aid primary system highways.

*Kenel* means a commercial operation that provides food, shelter, and care of dogs for purposes not primarily related to medical care or engages in the breeding of dogs for sale.

*Land division.* See term "subdivision."

*Landfill* means a facility for the disposal of solid waste on land in a sanitary manner in accordance with G.S. Ch. 130A, Art. 9. For the purpose of this chapter, this term does not include composting facilities.

*Landowner* means an owner of a legal or equitable interest in real property, including the heirs, devisees, successors, assigns, and personal representative of such owner. Also includes a person holding a valid option to purchase land to act as an agent or representative.

***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.***

*Livestock facility* means any farm structure or improvement used for waste lagoons, animal waste storage areas, poultry houses or hog lots and similar uses.

sewage by a public entity, (e.g. city, town, county, sewer district), or other public body created, pursuant to state, federal and local laws, or any combination thereof acting cooperatively or jointly, or a privately owned state licensed sewer system, for profit or nonprofit firm or corporation. A package treatment plant shall be considered part of a public sewer system if owned by a city, town, county, sewer district, etc., otherwise shall be considered as a private sewer system.

*Public or private water system* means the provision to the public of piped water by a system with fifteen (15) or more connections or twenty-five (25) or more year round residents owned and operated by a municipality, county or other public entity or a privately owned licensed water supply, for profit or not-profit firm or corporation. This includes the term "community water supply system."

*Public road* means a dedicated road rights-of-way meeting all minimum construction standards of NCDOT or is maintained by the NCDOT road maintenance program and available for use by the general public.

*Public safety tower* means a tower or wireless support structure with antennas or other similar devices providing either or both an 800 MHz trunked radio system or conventional 2-way paging systems.

*Recreation area or park* means an area of land or combination of land and water resources that is developed for active and or passive recreation pursuits with various manmade features that accommodates such activities.

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

- (b) Built on a single chassis;***
- (c) Four hundred (400) square feet or less when measured at the largest horizontal projection;***

- (d) *Designed to be self-propelled or permanently towable by a light duty truck;*
- (e) *Designed primarily not for use as a permanent dwelling, but as a temporary living quarters for recreational, camping, travel, or seasonal use; and*
- (f) *Is fully licensed and ready for highway use.*

**Recreational vehicle (RV) park means an area or property established to accommodate the set-up, parking, rental, letting or leasing of a site(s) for a recreational vehicle(s). Recreational vehicle parks may also provide sites or spaces for primitive tent camping.**

**Residence means a home, manufactured home, an apartment, a group of homes, or single room occupied or intended for occupancy as separate living quarters for one (1) or more persons.**

**Residential development means buildings for residence such as attached and detached single-family dwellings, apartment complexes, condominiums, townhouses, cottages, etc. and their associated outbuildings such as garages, storage buildings, gazebos, etc. and customary home occupations.**

**Residential storage facility means an off-premises building classified as the principle structure on a lot, used for the storage of personal property and used in association with an owners residence or current tenant or lessee of the residence. This building is not intended for uses other than storage of personal vehicles, goods or materials.**

**Section 21-56. Specific criteria for uses listed as SR in section 21-113. [EXCERPT]**

- (8) *Additional standards applicable to specific uses listed as SR in the services group.*

**a. Cabins (SIC 7011), Campgrounds and recreational vehicle parks (SIC 7033).**

1. **Minimum lot size.** *The minimum lot size is two (2) acres.*
2. **Setbacks.**
  - Front . . . . . 50 feet*
  - Side street . . . . . 30 feet*
  - Side . . . . . 20 feet*
  - Rear . . . . . 20 feet*
3. **Density.** *The minimum size of spaces shall be determined by the county health department.*
4. **Interior drives.** *Interior drives shall be a minimum of eighteen (18) feet compacted gravel six (6) inches thick. "Hammerhead" style turnarounds or suitable alternative shall be provided at the terminus of all interior roads subject to inspection and approval by the Rowan County Fire Marshal. Each internal road shall have a road name and addresses for each site or space displayed, regardless of occupancy, in accordance with provisions of Chapter 19.5 of the Rowan County Code of Ordinances.*
5. **Parking.** *No parking will be allowed on public streets. Off-street parking and loading space shall be provided in sufficient quantity to accommodate all parking and loading on-site. At a minimum, one (1) parking space per space or unit shall be provided.*
6. **Screening and buffering.** *Land uses in this category shall be considered a group 2 use and shall be screened accordingly.*
7. **Additional Standards.** *The standards noted below are in addition to those listed in this subsection, but applicable only to RV parks:*
  - i. Water Supply. A dedicated method for providing an adequate on-site potable water supply, which may include an individual or multi-connection well system approved and permitted by the Rowan County Health Department or connection to a municipal system where available.*
  - ii. Sewage Disposal. A dedicated method for providing an adequate on-site sewage collection disposal system, which may consist of an engineered septic tank system or dump station subject to approval by Rowan County Health Department or connection to a municipal system where available.*
  - iii. Trash Removal. Provide a centralized trash dumpster(s) to accept the solid waste and or garbage generated by the RV park occupants. The dumpster should be emptied on a regular basis to prevent odor, rodents, etc., with its contents being disposed of at a facility licensed to accept the material(s).*
  - iv. Street Addressing. Unless currently in compliance, the owner or operator of any RV park subject to the jurisdiction of this Chapter, shall have twelve (12) months from the adoption of these*

**amendments to have all internal streets and each site or space addressed and displayed in accordance with Chapter 19.5 of the Rowan County Code of Ordinances.**

**a.-b. Educational services (SIC 82) that include overnight boarding or lodging.**

1. 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. Projected school enrollment and number of boarders.
3. Description of curriculum.
4. Traffic study.
5. Overnight staffing.

**b. Recreation facilities, membership and nonmembership.**

1. *Required licenses and permits.* The applicant shall provide a copy of all required licenses and permits prior to issuance of a zoning permit.
2. Recreational facilities located within a major subdivision used exclusively by resident members and their guests in the RA, RR, and RS districts are exempt from the locational requirements of Section 21-55 (2).

**e. d. Automotive repair and services (SIC 75).**

1. *Screening required.* Junked motor vehicles and motor vehicle parts shall be screened from adjacent property by a six-foot high opaque screening. Vegetative screening, if used, shall be opaque during all seasons of the year and planted and maintained in accordance with article IX.
2. *Storage of junked motor vehicles.* The junked motor vehicles shall not be stored in the front yard of the property or in the required front yard setback.
2. *Setbacks for stored junked motor vehicles.* The junked motor vehicles shall be a minimum of fifteen (15) feet off the side and rear property line or side street right-of-way and twenty (20) feet off the right-of-way existing at the effective date of this chapter or fifty (50) feet off the centerline of the road if the right-of-way is not established.
3. *Stacking of junked motor vehicles.* The junked motor vehicles shall not be stacked higher than the screening.

**(9) Additional standards applicable to specific uses listed as SR in the unclassified uses group.**

**a. Multitenant developments.**

1. *Application.* An application shall be provided with:
  - i. Site plan as provided in section 21-52; and
  - ii. Development name, name(s) and address(es) of owners and park designers.
2. *Board of commissioners review of the development proposal.* The board of commissioners shall review the site plan and other pertinent information to ensure that the general health, safety and public welfare have been adequately protected.
3. *Uses allowed.* Uses are limited to those provided in the district the multitenant development is located. Uses requiring conditional use permits shall obtain the required approval prior to issuance of a building permit.

**b. Winery, Wine Tasting Room**

**(g) Sec. 21-60. Conditional use requirements for specific uses. [EXCERPT]**

**b. Cabins (SIC 7011), Campgrounds and recreational vehicle parks (SIC 7033).**

1. *Minimum lot size.* The minimum lot size is two (2) acres.
2. *Setbacks.*

Front . . . . .	50 feet
Side street . . . . .	30 feet
Side . . . . .	20 feet

Rear ..... 20 feet

3. *Density.* The minimum size of spaces shall be determined by the county health department.
4. *Interior drives.* Interior drives shall be a minimum of eighteen (18) feet compacted gravel six (6) inches thick. ***“Hammerhead” style turnarounds or suitable alternative shall be provided at the terminus of all interior roads subject to inspection and approval by the Rowan County Fire Marshal. Each internal road shall have a road name and addresses for each site or space displayed, regardless of occupancy, in accordance with provisions of Chapter 19.5 of the Rowan County Code of Ordinances.***
5. *Parking.* No parking will be allowed on public streets. Off-street parking and loading space shall be provided in sufficient quantity to accommodate all parking and loading on-site. At a minimum, one (1) parking space per space or unit shall be provided.
6. *Screening and buffering.* Land uses in this category shall be considered a group 2 use and shall be screened accordingly.
7. ***Additional Standards. The standards noted below are in addition to those listed in this subsection, but applicable only to RV parks:***
  - i. ***Water Supply. A dedicated method for providing an adequate on-site potable water supply, which may include an individual or multi-connection well system approved and permitted by the Rowan County Health Department or connection to a municipal system where available.***
  - ii. ***Sewage Disposal. A dedicated method for providing an adequate on-site sewage collection disposal system, which may consist of an engineered septic tank system or dump station subject to approval by Rowan County Health Department or connection to a municipal system where available.***
  - iii. ***Trash Removal. Provide a centralized trash dumpster(s) to accept the solid waste and or garbage generated by the RV park occupants. The dumpster should be emptied on a regular basis to prevent odor, rodents, etc., with its contents being disposed of at a facility licensed to accept the material(s).***
  - iv. ***Street Addressing. Unless currently in compliance, the owner or operator of any RV park subject to the jurisdiction of this Chapter, shall have twelve (12) months from the adoption of these amendments to have all internal streets and each site or space addressed and displayed in accordance with Chapter 19.5 of the Rowan County Code of Ordinances.***
- c. *Zoological garden.*
1. *Site plan.* A site plan shall be provided showing all fencing, exhibit and storage areas,

491 pt.	Ground Mounted Solar Energy Systems over 6,000 sq.ft.	C	C				C	C		C
495	Sanitary services									
4952	Sewerage systems	C								C
4953	Refuse systems, all prohibited except									
	Dumps: operation of	C								C
	Garbage: collect, destroy & process									C
	Landfills, sanitary: operation of	C								C
	Refuse systems									C
	Rubbish collection and disposal	C								C
	Sludge disposal sites	C								C
4959	Sanitary services, not elsewhere classified	C					P			P
496	Steam and air conditioning supply						P			P
<b>Wholesale trade</b>										
50	Wholesale trade, durable goods, all except	SR					P			P
5015	Motor vehicle parts, used	C								C
5032	Brick, stone & construction materials						P	SR		P
505	Metal & minerals, except petroleum						P			P
5093	Scrap and waste materials									C
51	Wholesale trade, nondurable goods, all except	SR					P			P
5154	Livestock (wholesale)									P
516	Chemical and allied products									C
517	Petroleum and petroleum products									C

5191	Farm supplies	SR	SR				P	SR		P
<b>SIC 516 and 517 were removed as conditional uses in the CBI district as a result of Z-10-04 text amendments.</b>										
<b>Retail trade</b>										
52	Building material, hardware, garden supplies and mobile	SR					P	SR		P
53	General merchandise stores	SR					P	SR		P
54	Food stores	SR					P	SR		P

<b>P - Permitted by Right</b> <b>P(A) - Permitted as Accessory Use</b> <b>SR - Permitted with Special Requirements</b> <b>C - Conditional Use</b>		Zoning Districts								
		Residential				Nonresidential				
Use		RA	RR	RS	MHP	MFR	CBI	NB	INST	IND
<b>Retail trade cont.</b>										
55	Auto dealers, gas service stations	SR					P	SR		
56	Apparel and accessory stores	SR					P	SR		
57	Home furniture, furnishings and equipment stores	SR					P	SR		
58	Eating and drinking places	SR					P	SR		P
5813	Drinking places (alcohol beverages)						C			P
59	Miscellaneous retail	SR					P	SR		P
<b>Finance, insurance and real estate</b>										
60	Depository institutions	SR					P	SR		P
61	Non-depository institutions	SR					P	SR		P
62	Security and commodity brokers	SR					P	SR		
63	Insurance carriers	SR					P	SR		
64	Insurance agents, brokers & service	SR					P	SR		
65	Real estate	SR					P	SR		
67	Holding and other investment offices	SR					P	SR		
<b>Services</b>										
70	Hotels, rooming houses, camps and other lodging places, <i>all except</i>	SR					P	SR		
7011	Cabins	C					<del>P</del> SR	C		
7033	Campgrounds and RV parks	C					<del>P</del> SR	C		
72	Personal services	SR					P	SR		P
73	Business services	SR					P	SR		P
75	Auto repair, services and parking	SR					P	SR		P
76	Misc repair services	SR					P	SR		P
78	Motion pictures	SR					P			
79	Amusement, recreational services, <i>all except</i>						P			
7948(pt)	Racetrack operations, including speedways, go-kart tracks and dragstrips						C			C

## **7. MORATORIUM ORDINANCE FOR CAMPGROUNDS AND RV PARKS:**

### **CONSIDER TERMINATION**

Commissioner Pierce moved to table termination of the moratorium ordinance for campgrounds and RV Parks. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

**8. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 7:18 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

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

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Kevin Davis, Airport Director  
**DATE:** 1/18/2019  
**SUBJECT:** First Amendment to South Tec Aviation, LLC Limited FBO Agreement

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
First Amendment to South Tec Aviation, LLC Limited FBO Agreement	1/18/2019	Cover Memo

NORTH CAROLINA

ROWAN COUNTY

FIRST AMENDMENT  
LIMITED FIX BASE OPERATOR AGREEMENT

THIS FIRST AMENDMENT TO LIMITED FIX BASE OPERATOR AGREEMENT is made as of the \_\_\_ day of February, 2019 by and between Rowan County, a body politic ("Lessor"), and South Tec Aviation, LLC, a North Carolina limited liability company ("Lessee").

WHEREAS, Lessor and Lessee have previously entered into that certain Limited Fix Base Operator Agreement with Agreement dated the 6th day of August, 2012 ("Agreement") with an Initial Term of three (3) years upon the terms and conditions contained therein, together with the Lessee's right to extend the Term an additional five (5) years ("Renewal Period"); and

WHEREAS, The Agreement is currently in the Renewal Period, which shall terminate on August 5, 2020 unless otherwise extended by written agreement between Lessor and Lessee; and

WHEREAS, on or about April 2014, in addition to Hangar 64 provided in the Agreement, Lessee began using Hangar 63 and paying Hangar Rent in the amount of \$289.00 per month under a verbal Lease due to the original short term intent of such usage; and

WHEREAS, Lessee's usage of Hangar 63 has become part of Lessee's regular operations under the LFBO and the parties desire to include Hangar 63 in the Agreement by way of this First Amendment.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree to amend Article II "Leased Premises" Paragraph (A)(1) of the Agreement, as follows:

1. New Article II "Leased Premises" Paragraph (A)(1) to read: "Two (2) aircraft T-hangars known as Hangar 63 consisting of approximately 1452 square feet and Hangar 64 consisting of approximately 1975 square feet."
2. Both Lessor and Lessee warrant that each has reviewed and approved this First Amendment and such has been approved by their respective groups according to required procedures, notices, meetings, bylaws, operating agreements, or operation of law as may apply.
3. Except as expressly modified and amended by this First Amendment, the Agreement remains in full force and effect according to its terms.

**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed and delivered this First Amendment to the Agreement on the date set forth above.

LESSOR: ROWAN COUNTY

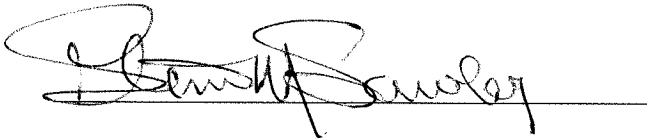
BY:

---

Gregory C. Edds, Chairman

LESSEE: SOUTH TEC AVIATION, LLC

BY:

A handwritten signature in black ink, appearing to read "Glenn Lawler", is written over a horizontal line.

Glenn Lawler, Member/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:** Ed Muire, Planning Director  
**DATE:** January 24, 2019  
**SUBJECT:** Second Reading of ZTA 03-18: Campgrounds and RV Parks

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The Commission conducted a public hearing on January 22, 2019 to receive comments on proposed amendments [ZTA 03-18] to the Rowan County Zoning Ordinance related to establishing or expanding campgrounds and recreational vehicle [RV] parks.

**COMMISSION ACTION**

Following the hearing, the Commission proposed changing Cabins, Campgrounds and RV Parks from Special Requirements [SR] in the CBI district to a Conditional [C] use and adding the following as item v. to Section 21-60(7) which states, "Additions. Additions are not prohibited, but must be freestanding structures and obtain all requisite permits." **Note:** By eliminating the SR standards, pages 53-54 of the previous ZTA 03-18 text are no longer applicable and have been eliminated from the updated text in this agenda packet. The updated text amendments in Attachment 1 are depicted as bold italicized text that have been highlighted and deletions appear as strikethrough text.

**SECOND READING REQUIRED**

Since only a majority of the Commission were in attendance and voted on the amendments, Section 2-227 of the County's Code of Ordinances requires the amendments to be considered at the Commission's next regular meeting.

**RECOMMENDATION**

Adopt ZTA 03-18 amendments as amended by the Board of Commissioners following the January 22, 2019 public hearing.

**ATTACHMENTS:****Description****Upload Date****Type**Attachment 1: UPDATED ZTA 03-18 Text  
Amendments

1/25/2019

Ordinance

Attachment 2: Statements of Consistency

1/25/2019

Backup Material

**Sec. 21-4. Definitions. [EXCERPT]**

*Built-upon area* means that portion of a development project that is covered by impervious or partially impervious cover, including buildings, pavement, gravel areas (e.g. roads, parking lots, and paths), recreation facilities (e.g. tennis courts), etc. This does not include slatted decks, the water area of a swimming pool, a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric, and trails defined in G.S. 113A-85 that are either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour).

*Cabin* means a habitable structure used for overnight or temporary lodging of a recreational rental purpose regardless of whether said structure is subject to the NC Building Code. For purposes of this definition, the term does not include a dwelling unit, but is intended to include cottages, huts, treehouses, yurts and other similar structures.

*Caliper* means the diameter of a tree trunk.

***Campground means an area or property that provides more than one (1) site or space for overnight and temporary primitive tent camping for recreation, education or vacation purposes. Campgrounds may not provide or include sites or spaces for a recreational vehicle. This definition is not intended to include camping by an individual or family on their own property.***

*Child care center* means any child care arrangement which provides child care for between three (3) and twelve (12) preschool-age children in a residence or three (3) or more children in a building other than a residence on a regular basis of at least once per week for more than four (4) hours but less than twenty-four (24) hours per day, regardless of the time of day and regardless of whether the same or different children attend as defined by G.S. 110-86. The following are not included: public schools; non-public schools whether or not accredited by the state department of public instruction, which regularly and exclusively provide a course of grade school instruction to children who are school-age; specialized activities such as athletics, dance, music lessons, or Boy Scouts; summer day camps that operate less than four (4) consecutive months and do not participate in the child care subsidy program; summer camps having children in full-time residence; bible schools conducted during vacation periods; facilities licensed under G.S. Ch. 122C, Art. 2; and cooperative arrangements among parents to provide care for their own children as a convenience rather than for employment.

*Church/synagogue* means a tax exempt building used for nonprofit purposes by a recognized and legally established sect for the purpose of worship, including educational buildings and daycare facilities when operated by such church/synagogue.

*Classic motor vehicle* means any motor vehicle, twenty (20) years old or older, being of recognized and enduring interest, appeal and importance to the owner.

*Cluster development* shall refer to residential clustering for the purposes of this chapter.

*Co-location* means the placement or installation of additional antennas, antenna arrays or wireless facilities on an existing wireless support structure or broadcast tower, the sharing of an antenna or antenna array, or otherwise sharing a common location by two (2) or more FCC licensed providers of mobile broadband or wireless telecommunication services. Co-location does not include routine maintenance on wireless support structures and facilities, including in-kind replacement of wireless facilities. Routine maintenance includes activities associated with regular and general upkeep of transmission equipment, including the replacement of existing wireless facilities with facilities of the same size.

*Combination use* means a use consisting of a combination on one (1) lot of two (2) or more principal uses separately listed in the table of permissible uses in section 21-113.

1 buildings and other building or lot lines does not conform to the regulations applicable to the  
2 district in which the property is located

3 *Discontinue* means to stop or cease the use of a property.

4 *District*. See term "zoning district."

5 *Drinking Place* means an establishment whose principal purpose is to derive income from the  
6 sale of alcoholic beverages that are served and consumed on premise. These establishments,  
7 commonly known as bars, pubs, saloons, and taverns, hold themselves out to the public through  
8 advertising, signage, or other activities as purveyors of alcoholic beverages served on premise.  
9 Drinking places may also provide limited food services but do not meet the definition of an eating  
10 place as defined herein. In determining whether a use meets this definition, the Zoning  
11 Administrator may also consider the percentage of income from alcoholic beverage sales, floor  
12 plans, and plans / permits from the Rowan County Building Inspections Department, Rowan  
13 County Environmental Health Division, and the North Carolina ABC Commission. Unless  
14 otherwise indicated, this definition does not include congressionally chartered veteran  
15 organizations or wine tasting rooms defined by G.S. 18B-1000 or this ordinance.

16 *Driveway* means a private travel way which provides access from a public or private road,  
17 street or easement.

18 ***Dump station means a dedicated on-site system in an RV park that is designed to treat***  
19 ***or retain raw sewage and / or gray water produced by the occupant(s) of a recreational***  
20 ***vehicle(s). The dump station is subject to approval and permitting by the Rowan County***  
21 ***Health Department.***

22 *Dwelling unit* means a building, or portion thereof, providing complete and permanent living  
23 facilities for one (1) family.

24 *Dwelling unit, attached* means a dwelling unit that shares one (1) or more common walls with  
25 other similar units.

26 *Dwelling unit, detached* means any dwelling unit that is freestanding and shares no common  
27 walls with any other dwelling unit.

28 *Easement* means a grant by the property owner to the public, a corporation, or persons, of the  
29 right to use a specified portion of a lot or lots for a specified purpose.

30 *Eating Place* means an establishment principally engaged in preparing and serving food and  
31 beverages, which may or may not be consumed on premise, and in which the service of  
32 alcoholic beverages are accessory to the service of food and non-alcoholic beverages in terms of  
33 sales and square footage. In determining whether a use meets this definition, the Zoning  
34 Administrator may also consider the percentage of income from alcoholic beverage sales, floor  
35 plans, and plans / permits from the Rowan County Building Inspections Department, Rowan  
36 County Environmental Health Division, and the North Carolina ABC Commission.

37 *Eligible facilities request* means a request for modification of an existing wireless support  
38 structure or base station that involves co-location of new transmission equipment but does not  
39 include a substantial modification.

40 *Equipment compound* means an area surrounding or near the base of a wireless support  
41 structure within which a wireless facility is located.

42 *Erosion* means the wearing away of the earth's surface by water, wind, or other natural agents  
43 under natural environmental conditions undisturbed by man.

44 *Existing development* means a project that is built or those projects that at a minimum have an  
45 established right under state common law as of the effective date of this chapter based on at

*Instrument landing system (ILS)* means a radio navigation system which provides aircraft with horizontal and vertical guidance prior to and during landing, and at certain fixed points, indicates the distance to the reference point of landing.

*Junk* means scrap, copper, brass, rope, rags, batteries, paper, trash, rubber or junked, dismantled or wrecked motor vehicles, or parts thereof, iron, steel and other old or scrap ferrous or nonferrous materials.

*Junked motor vehicle* means a vehicle that does not display a current license plate and:

(1) Is partially dismantled or wrecked; and

(2) Cannot be self-propelled or moved in the manner in which it originally was intended to move.

*Junkyard* means any establishment or place of business which is maintained, operated, or used for storing, keeping, building, or selling junk or for maintenance or operation of a motor vehicle graveyard. An establishment or place of business which stores or keeps for a period of fifteen (15) days or more material within the meaning of "junk" (as previously defined) which had been derived or created as a result of industrial activity shall be considered to be a junkyard within the meaning of this chapter.

*Junkyard Control Act* means G.S. Ch. 136, Art. 12, 136-141--136-155 which delegate to the state department of transportation the responsibility to regulate "junkyard" and "automobile graveyards" located on interstate and federal-aid primary system highways.

*Kenel* means a commercial operation that provides food, shelter, and care of dogs for purposes not primarily related to medical care or engages in the breeding of dogs for sale.

*Land division.* See term "subdivision."

*Landfill* means a facility for the disposal of solid waste on land in a sanitary manner in accordance with G.S. Ch. 130A, Art. 9. For the purpose of this chapter, this term does not include composting facilities.

*Landowner* means an owner of a legal or equitable interest in real property, including the heirs, devisees, successors, assigns, and personal representative of such owner. Also includes a person holding a valid option to purchase land to act as an agent or representative.

***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.***

*Livestock facility* means any farm structure or improvement used for waste lagoons, animal waste storage areas, poultry houses or hog lots and similar uses.

*Lot* means a parcel of land or any combination of several parcels of land occupied or intended to be occupied by a principal use or structure, together with accessory structures or uses such as accessways, parking areas, yards, and open spaces required by this chapter.

sewage by a public entity, (e.g. city, town, county, sewer district), or other public body created, pursuant to state, federal and local laws, or any combination thereof acting cooperatively or jointly, or a privately owned state licensed sewer system, for profit or nonprofit firm or corporation. A package treatment plant shall be considered part of a public sewer system if owned by a city, town, county, sewer district, etc., otherwise shall be considered as a private sewer system.

*Public or private water system* means the provision to the public of piped water by a system with fifteen (15) or more connections or twenty-five (25) or more year round residents owned and operated by a municipality, county or other public entity or a privately owned licensed water supply, for profit or not-profit firm or corporation. This includes the term "community water supply system."

*Public road* means a dedicated road rights-of-way meeting all minimum construction standards of NCDOT or is maintained by the NCDOT road maintenance program and available for use by the general public.

*Public safety tower* means a tower or wireless support structure with antennas or other similar devices providing either or both an 800 MHz trunked radio system or conventional 2-way paging systems.

*Recreation area or park* means an area of land or combination of land and water resources that is developed for active and or passive recreation pursuits with various manmade features that accommodates such activities.

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

***(a) Built on a single chassis;***

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

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

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

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

***Recreational vehicle (RV) park means an area or property established to accommodate the set-up, parking, rental, letting or leasing of a site(s) for a recreational vehicle(s). Recreational vehicle parks may also provide sites or spaces for primitive tent camping.***

*Residence* means a home, manufactured home, an apartment, a group of homes, or single room occupied or intended for occupancy as separate living quarters for one (1) or more persons.

*Residential development* means buildings for residence such as attached and detached single-family dwellings, apartment complexes, condominiums, townhouses, cottages, etc. and their associated outbuildings such as garages, storage buildings, gazebos, etc. and customary home occupations.

*Residential storage facility* means an off-premises building classified as the principle structure on a lot, used for the storage of personal property and used in association with an owners residence or current tenant or lessee of the residence. This building is not intended for uses other than storage of personal vehicles, goods or materials.

*Residuals* means any solid or semi-solid waste generated from a wastewater treatment plant or

**Sec. 21-60. Conditional use requirements for specific uses. [EXCERPT]**

b. *Cabins (SIC 7011), Campgrounds and recreational vehicle parks (SIC 7033).*

1. *Minimum lot size.* The minimum lot size is two (2) acres.

2. *Setbacks.*

Front . . . . . 50 feet

Side street . . . . . 30 feet

Side . . . . . 20 feet

Rear . . . . . 20 feet

3. *Density.* The minimum size of spaces shall be determined by the county health department.

4. *Interior drives.* Interior drives shall be a minimum of eighteen (18) feet compacted gravel six (6) inches thick. ***“Hammerhead” style turnarounds or suitable alternative shall be provided at the terminus of all interior roads subject to inspection and approval by the Rowan County Fire Marshal. Each internal road shall have a road name and addresses for each site or space displayed, regardless of occupancy, in accordance with provisions of Chapter 19.5 of the Rowan County Code of Ordinances.***

5. *Parking.* No parking will be allowed on public streets. Off-street parking and loading space shall be provided in sufficient quantity to accommodate all parking and loading on-site. At a minimum, one (1) parking space per space or unit shall be provided.

6. *Screening and buffering.* Land uses in this category shall be considered a group 2 use and shall be screened accordingly.

***7. Additional Standards. The standards noted below are in addition to those listed in this subsection, but applicable only to RV parks:***

***i. Water Supply. A dedicated method for providing an adequate on-site potable water supply, which may include an individual or multi-connection well system approved and permitted by the Rowan County Health Department or connection to a municipal system where available.***

***ii. Sewage Disposal. A dedicated method for providing an adequate on-site sewage collection disposal system, which may consist of an engineered septic tank system or dump station subject to approval by Rowan County Health Department or connection to a municipal system where available.***

***iii. Trash Removal. Provide a centralized trash dumpster(s) to accept the solid waste and or garbage generated by the RV park occupants. The dumpster should be emptied on a regular basis to prevent odor, rodents, etc., with its contents being disposed of at a facility licensed to accept the material(s).***

***iv. Street Addressing. Unless currently in compliance, the owner or operator of any RV park subject to the jurisdiction of this Chapter, shall have twelve (12) months from the adoption of these amendments to have all internal streets and each site or space addressed and displayed in accordance with Chapter 19.5 of the Rowan County Code of Ordinances.***

***v. Additions. Additions are not prohibited, but must be freestanding structures and obtain all requisite permits.***

	491,492,493,494), <i>all except</i>									
	Electric and water distribution lines, natural gas pipelines	P	P	P	P	P	P	P	P	P
491 pt.	Ground Mounted Solar Energy Systems 6,000 sq.ft. or less	SR	SR	SR	SR	SR	SR	SR	SR	SR
491 pt.	Ground Mounted Solar Energy Systems over 6,000 sq.ft.	C	C				C	C		C
495	Sanitary services									
4952	Sewerage systems	C								C
4953	Refuse systems, all prohibited <i>except</i>									
	Dumps: operation of	C								C
	Garbage: collect, destroy & process									C
	Landfills, sanitary: operation of	C								C
	Refuse systems									C
	Rubbish collection and disposal	C								C
	Sludge disposal sites	C								C
4959	Sanitary services, not elsewhere classified	C					P			P
496	Steam and air conditioning supply						P			P
<b>Wholesale trade</b>										
50	Wholesale trade, durable goods, <i>all except</i>	SR					P			P
5015	Motor vehicle parts, used	C								C
5032	Brick, stone & construction materials						P	SR		P
505	Metal & minerals, except petroleum						P			P
5093	Scrap and waste materials									C
51	Wholesale trade, nondurable goods, <i>all except</i>	SR					P			P
5154	Livestock (wholesale)									P
516	Chemical and allied products									C
517	Petroleum and petroleum products									C
5191	Farm supplies	SR	SR				P	SR		P
<b>SIC 516 and 517 were removed as conditional uses in the CBI district as a result of Z-10-04 text amendments.</b>										
<b>Retail trade</b>										
52	Building material, hardware, garden supplies and mobile	SR					P	SR		P
53	General merchandise stores	SR					P	SR		P
54	Food stores	SR					P	SR		P

1

<b>P- Permitted by Right</b> <b>P(A) - Permitted as Accessory Use</b> <b>SR - Permitted with Special Requirements</b> <b>C- Conditional Use</b>		<b>Zoning Districts</b>								
		<b>Residential</b>				<b>Nonresidential</b>				
		<b>RA</b>	<b>RR</b>	<b>RS</b>	<b>MHP</b>	<b>MFR</b>	<b>CBI</b>	<b>NB</b>	<b>INST</b>	<b>IND</b>
<b>Retail trade cont.</b>										
55	Auto dealers, gas service stations	SR					P	SR		
56	Apparel and accessory stores	SR					P	SR		
57	Home furniture, furnishings and equipment stores	SR					P	SR		
58	Eating and drinking places	SR					P	SR		P
5813	Drinking places (alcohol beverages)						C			P
59	Miscellaneous retail	SR					P	SR		P
<b>Finance, insurance and real estate</b>										
60	Depository institutions	SR					P	SR		P
61	Non-depository institutions	SR					P	SR		P
62	Security and commodity brokers	SR					P	SR		
63	Insurance carriers	SR					P	SR		
64	Insurance agents, brokers & service	SR					P	SR		
65	Real estate	SR					P	SR		
67	Holding and other investment offices	SR					P	SR		
<b>Services</b>										
70	Hotels, rooming houses, camps and other lodging places, <i>all except</i>	SR					P	SR		
7011	Cabins	C					<b>P-C</b>	C		
7033	Campgrounds and RV parks	C					<b>P-C</b>	C		
72	Personal services	SR					P	SR		P
73	Business services	SR					P	SR		P
75	Auto repair, services and parking	SR					P	SR		P



**ROWAN COUNTY  
BOARD OF COMMISSIONERS  
Adopted Statements of Consistency**

**ZTA 03-18 is appropriate and necessary to meet the development needs of Rowan County for the following reasons not previously envisioned by the East / West / I-85 South Corridor Land Use Plan(s):**

- 1. Development standards for campgrounds and RV parks have not been updated since adoption of countywide zoning in 1998.**
- 2. Proposing specific standards for establishing or expanding campgrounds and RV parks promote health, safety and general welfare in the RA, NB and CBI districts.**

**Furthermore, the adoption of ZTA 03-18 is deemed an amendment to the East / West / I-85 South Corridor Land Use Plan(s) and is reasonable and in the public interest based on the following:**

- 1. Campgrounds and RV Parks provide temporary lodging opportunities and are an asset to the recreational needs of High Rock Lake and Rowan County.**
- 2. The Rowan County Board of Commissioners has expressly placed a renewed emphasis on promoting recreational and development potential surrounding High Rock Lake.**

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sheriff Kevin Auten  
**DATE:** 01-25-2019  
**SUBJECT:** Request to Apply for the Paul LeBlanc Memorial Police Dog Donation Program

---

Request to apply for the Paul LeBlanc Memorial Police Dog Donation Program offered by Highland Canine Training. Program information is attached. No matching funds required.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request Memorandum and Program Information	1/25/2019	Cover Memo



**ROWAN COUNTY SHERIFF'S OFFICE**  
**KEVIN L. AUTEN, SHERIFF**

232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144  
TELEPHONE: 704-216-8700 FAX: 704-216-8674

**MEMORANDUM**

TO: Aaron Church, County Manager  
FROM: Sheriff Kevin Auten *KLA*  
REF: Paul LeBlanc Memorial Police Dog Donation Program  
DATE: January 23, 2019

The Rowan County Sheriff's Office would like to respectfully request permission to apply for the Paul LeBlanc Memorial Police Dog Donation Program that is annually offered by Highland Canine Training. Highland Canine Training donates one working dog every year to a department or agency in need, and has done so since 2006. The donation includes the dog, the handler school, K-9 certification, free in-service training, and annual re-certification. This program does not require any matching funds to be expended by the agency that receives the donation.

If the Rowan County Sheriff's Office would be selected for this donation, the K-9 would be assigned to the School Resource Officer supervisor to be utilized to provide a regular K-9 presence in all of the County Schools. The K-9 would be used as a tool to reduce the presence of narcotics in the schools, but would also be available when deployment was needed by the RCSO, or other law enforcement agencies.

Additional information about the program is attached. We would respectfully request that this matter be placed on the consent agenda at the next Rowan County Commission meeting.

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Home | Police Dog Donation

# Highland Canine Training will be Awarding Another Police K9 Donation for 2019

## PAUL LEBLANC MEMORIAL POLICE DOG DONATION PROGRAM

Highland Canine Training donates one working dog every year to a department or agency in need. Our program has been a huge success since it's inception in 2006. In 2007 our program was officially named the Paul LeBlanc Memorial Police Dog Donation Program. Donations include the dog, handler school, certification, free in-service training and annual re-certification. Departments receiving dogs through our police dog donation program must attend a handler school at our facility.

## K9 KODIAK - 2019 POLICE DOG DONATION

Kodiak is a male 1.5 year old German Shepherd/Labrador mix that is trained in Narcotics Detection, Trailing, and Obedience. Highland Canine's Second Chance Program worked with the kind folks at Brother Wolf Animal Shelter in Asheville, NC where he was left due to his high energy levels. Kodiak is social with humans, is high drive and is always eager to work. During his time in our second Chance Program Kodiak showed all of the skills to be an excellent candidate for police work. Kodiak is an amazing detection dog that also excels at trailing humans on variable surfaces. Kodiak will truly make a great addition to any department or agency in need. Kodiak will be ready for our next Handler School scheduled to begin on March 18th, 2019 at our 70+ acre training facility in Harmony, NC.

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** January 25, 2019  
**SUBJECT:** Moratorium Ordinance for Campgrounds and RV Parks: Consider Termination

---

**BACKGROUND**

The moratorium ordinance applicable to expansions or creation of new campgrounds or recreational vehicle (RV) parks in the County's planning jurisdiction was adopted by the Commission on August 6, 2018 and effective until February 6, 2019.

The moratorium was structured to provide ample time for the County Planning Board to study issues related to expansion and creation of campgrounds and RV parks and make suggested recommendations to the Commission for amending the Zoning Ordinance.

The public hearing for proposed amendments to the Zoning Ordinance was conducted on January 22, 2019. Following the second reading of the amendments at the February 4 meeting, the text amendments may be adopted and therefore no need for the moratorium to remain in effect.

**RECOMMENDATION**

Provided the ZTA 03-18 text amendments are adopted, Staff recommends the Commission terminate the Campgrounds and Recreational Vehicle Parks Moratorium Ordinance effective February 5, 2019.

The action for termination is authorized by Section 6 of the moratorium ordinance [attached].

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Adopted Moratorium Ordinance	1/25/2019	Ordinance

**An Ordinance to Enact a Six Month Moratorium for  
Establishing or Expanding Campgrounds and / or Recreational Vehicle Parks  
In Rowan County's Planning Jurisdiction**

**WHEREAS**, North Carolina General Statutes 153A-34 delegates the authority to govern Rowan County, NC to the Rowan County Board of Commissioners; and,

**WHEREAS**, North Carolina General Statutes 153A-340 grants North Carolina counties the power to enact zoning and development regulations, "for the purpose of promoting health, safety, morals, or the general welfare;" and,

**WHEREAS**, North Carolina General Statute 153A-340(h) authorizes counties to adopt temporary moratoria on any development approval required by law provided the duration is reasonable to correct, modify or resolve such conditions necessitating the moratorium; and,

**NOW, THEREFORE BE IT RESOLVED**, that the Board of County Commissioners of Rowan County, North Carolina, does enact and adopt the following:

**Section I. Title**

This ordinance shall be known and may be cited as the Campgrounds and Recreational Vehicle Parks Moratorium for Rowan County.

**Section 2. Problem Statement and Course of Action**

Pursuant to NCGS 153A-340(h)(1), the rationale for enacting a six month moratorium is substantiated by the following:

- a. The criteria for permitting campgrounds and recreational vehicle parks subject to the Rowan County Zoning Ordinance (RCZO) has remained unchanged since the Board of Commissioners adopted the RCZO on January 19, 1998 with an effective date of February 16, 1998.
- b. The Rowan County Board of Commissioners have expressly placed a renewed emphasis on promoting recreational and development potential surrounding High Rock Lake. The majority of existing campgrounds and recreational vehicle parks in Rowan County are located in areas bordering High Rock Lake.
- c. Residents of High Rock Lake have reported secondary impacts associated with campgrounds and recreational vehicle parks related to year-round occupancy, trash, traffic, noise and sewage.
- d. The Land Use Plans for the Eastern and Western Areas of Rowan County neither considered nor provided recommendations for campgrounds or recreational vehicle parks.

Absent adoption of this ordinance, the typical process for considering amendments to the RCZO is an inadequate course of action as the Board of Commissioners is concerned campgrounds and or recreational vehicle parks may be established that could adversely impact the environment and quality of life for county residents.

### Section 3. Applicability

Pursuant to the requirements of NCGS 153A-340(h)(2), this ordinance shall apply to any and all properties in the planning and zoning jurisdiction of Rowan County, NC that submit an application(s) for a building, electrical, mechanical, plumbing, individual or multi-connection water well, ground absorption or engineer designed septic system, soil erosion and sedimentation control plan, conditional use or a zoning permit to establish or expand a campground or recreational vehicle park.

Enacting the moratorium will allow Rowan County to give comprehensive consideration to the primary and secondary impacts associated with these development projects and ensure their compatibility within the context of the general land use recommendations contained in the Eastern and Western Area Plans for Rowan County.

### Section 4. Moratorium Duration

This moratorium ordinance shall be in effect for the six (6) month time period between and including the dates of August 6, 2018 through February 6, 2019 unless such revisions to the RCZO are adopted prior to the moratorium deadline enumerated in this section or the duration is extended as per NCGS 153A-340(h). The 6-month duration is reasonable to the extent that it allows an opportunity for the Planning Board to study, process and request information relative to NC building code standards, environmental health criteria and comparative zoning requirements from other jurisdictions. Subsequent development of ordinance changes or policy guidelines will be submitted to the Rowan County Board of Commissioners for direction and guidance relative to the proposed changes.

### Section 5. Schedule of Actions

The Rowan County Board of Commissioners has directed its Planning Board to provide recommendations for amending the RCZO standards for campgrounds and recreational vehicle parks related to: acreage requirements, density, access, screening and buffering, utilities, amenities, length of stay and any other relevant standards deemed appropriate for establishing or maintaining said facilities.

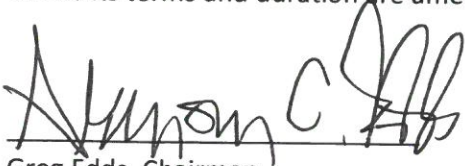
The following schedule proposes the actions to be taken by Rowan County during this moratorium.

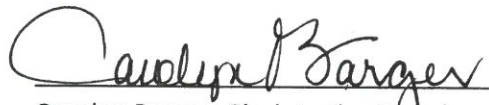
DATE	ACTION
August '18 – September '18	<ul style="list-style-type: none"><li>▪ Committee B of the Planning Board will study information and material relative to NC Building Code, Environmental Health, etc. related to establishing or maintain an RV Park</li><li>▪ Committee B and Staff will prepare DRAFT text amendments to the RCZO</li></ul>
October 2018	Committee B will provide its DRAFT text amendments to the Rowan County Planning Board for consideration
November 2018	Planning Staff will provide DRAFT text amendments to the Rowan County Board of Commissioners for direction and guidance

November '18 – December '18	Suggested revisions or guidance from the Board of Commissioners will be incorporated into the DRAFT text amendments (as necessary)
December 2018	Rowan County Planning Board will conduct a Courtesy Hearing on the DRAFT text amendments and provide its recommendation to the Board of Commissioners
January 7, 2019	Board of Commissioners schedules Public Hearing for Planning Board's recommended DRAFT text amendments
January 22, 2019	Board of Commissioners conducts Public Hearing

**Section 6. Effective and Termination Dates**

This ordinance shall be in effect and enforced as of the 6<sup>th</sup> day of August 2018 until February 6, 2019 unless its terms and duration are amended by the Rowan County Board of Commissioners.

  
 Greg Edds, Chairman

  
 Carolyn Barger, Clerk to the Board

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** January 25, 2019  
**SUBJECT:** Ridge Mechanical Contract - Justice Center Air Handlers Replacement

---

Please see the attached information.


Please approve the attached contract between Ridge Mechanical, Inc. and Rowan County to replace three air handlers at the Rowan County Justice Center.

**ATTACHMENTS:**


<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Ridge Mechanical Contract - Justice Center Air Handlers Replacement	1/25/2019	Cover Memo

**ROWAN COUNTY CONTRACT CONTROL FORM**

 Date: 1/2/19
**SECTION I - DEPARTMENT COMPLETES**

Department: <u>Facilities Management</u>	Account #: <u>1154135-573000</u>	Amount: \$ <u>456,000.00</u>
	Account #: _____	Amount: \$ <u>-</u>
		Total: \$ <u>456,000.00</u>
Vendor name: <u>Ridge Mechanical, Inc.</u>		Term Dates: _____
Contract description: <u>Justice Center Air Handlers Replacement</u>		
POC name: <u>Steve Vienneau</u>	Phone: _____	
POC email: _____		
Vendor mail address: <u>920 W. Green St., High Point, NC 27260</u>		Vendor #: <u>New</u>
<input checked="" type="checkbox"/> New contract	<input type="checkbox"/> Contract renewal	Munis contract #: <u>NA</u>
<input type="checkbox"/> Amendment to contract	<input type="checkbox"/> Vendor signatures	Munis BA #, if applicable: <u>NA</u>
Notes: _____		
Department Head Initials: <u></u>		Date: <u>1/2/19</u>

**SECTION II - CONTRACT ADMINISTRATOR REVIEW**

<input checked="" type="checkbox"/> Section I properly completed	<input type="checkbox"/> Requires Board approval (Y/N)	<u>1/21/2019</u>
<input type="checkbox"/> Budgeted funds are available		
Contract Administrator Initials: <u></u>		Date: <u>1/2/19</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**

**AGREEMENT FOR SERVICES**

**NORTH CAROLINA**

This Agreement is made and entered into this 1st day of January, 2019 ("Effective Date") between Rowan County, North Carolina ("County") and Ridge Mechanical, Inc. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For

purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section D of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

14. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

15. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

16. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

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

Name: Aaron Church

Title: County Manager

THE PROVIDER

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider. (The Services may also be described on one or more attached sheets, but each must be signed by the Provider and the County.)

Services to be provided are those included in the attached proposal submitted by Ridge Mechanical, Inc. in response to the Request for Proposals for Rowan County Justice Center Air Handler Replacement Project, dated October 20, 2018.

- B. Term of the Agreement. (Check the one provision that applies.)

\_\_\_\_\_ This Agreement shall end on \_\_\_\_\_, 20\_\_\_\_.

☒ This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

\_\_\_\_\_ This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

- C. Payment to the Provider. (Check the provision that applies.)

The County shall pay the Provider \$\_\_\_\_\_ every \_\_\_\_\_.

☒ The County shall pay the Provider a total of \$456,000 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

E. Contact Information.

THE COUNTY

AARON CHURCH,  
COUNTY MANAGER  
130 West Innes Street  
Salisbury, NC 28144  
[aaron.church@rowancountync.gov](mailto:aaron.church@rowancountync.gov)  
Telephone: 704-216-8180

THE PROVIDER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

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

Name: Aaron Church

Title: County Manager

THE PROVIDER

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

Name: \_\_\_\_\_

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)

**FORM OF PROPOSAL**  
**ROWAN COUNTY JUSTICE CENTER**  
**AIR HANDLER REPLACEMENT PROJECT**  
15 West Liberty Street  
Salisbury, NC

Contractor Name: Ridge Mechanical Inc.

Submitted herewith is my/our proposal for the Rowan County Justice Center – Air Handler Replacement Project, Salisbury, North Carolina.

**SECTION 1. PRELIMINARY:**

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with Rowan County Justice Center – Air Handler Replacement Project - ROWAN COUNTY in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Engineer and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

By signature of this Form of Proposal, Contractors also confirm they are aware of the consequences of working in and around the Justice Center where prisoners are kept.

**Single Prime Contract:**

BASE BID: Four hundred fifty six thousand and 00/100 DOLLARS (\$ 456,000.00)

**LIST THE FOLLOWING MAJOR SUBCONTRACTORS PART OF BID:**

HVAC: Ridge Mechanical Inc.  
Electrical: Diversified Electrical Technologies  
HVAC Controls: Hoffman Building Technology

SECTION 2. ALTERNATES – not applicable.

SECTION 3. UNIT PRICES – not applicable.

SECTION 4. COMPLETION OF WORK:

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection on or before the schedule listed below from date of "commencement of work".

Construction Duration - 5 Months. Completion by 05/17/2019

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

SECTION 5. ADDENDA/BULLETINS:

The undersigned bidder acknowledges receipt of the following Addenda and/or Bulletins:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Rose Corral

WITNESS

Thien Vienneum, President  
SIGNATURE AND TITLE

Ridge Mechanical Inc.  
FIRM NAME

920 W. Green Dr.  
ADDRESS

High Point, NC 27260  
ADDRESS

1976  
LICENSE NUMBER

11-20-18  
DATE

(seal)

**BID BOND**

THE MAIN STREET AMERICA GROUP

**CONTRACTOR:** (Name, legal status and address)

Ridge Mechanical, Inc.  
920 West Green Street  
High Point, NC 27260

**SURETY:** (Name, legal status and principal place of business)

NGM Insurance Company  
55 West Street  
Keene, NH 03431

**OWNER:** (Name, legal status and address)

Rowan County  
130 West Innes Street  
Salisbury, NC 28144

**BOND AMOUNT:** Five Percent (5%) of Bid of Principal**PROJECT:** (Name, location or address, and Project number, if any)

Rowan County Justice Center - Air Handlers Replacement Project, 15 West Liberty Street, Salisbury, NC

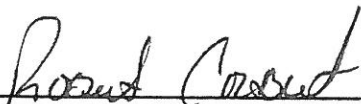
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

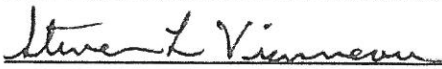
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

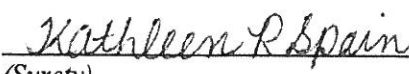
Signed and sealed this 20th day of November, 2018.

Ridge Mechanical, Inc.

  
(Witness)

  
(Principal) (Seal)  
Steven L. Vienneau, President  
(Title)

  
(Witness)

NGM Insurance Company  
  
(Surety) (Seal)  
Kathleen R. Spain, Attorney-in-Fact  
(Title) Attorney-in-Fact



NGM INSURANCE COMPANY  
A member of The Main Street America Group

# POWER OF ATTORNEY

06-03040394

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Kathleen R Spain, Amy J Zigler, Michelle B Linthicum, Robin H Turner, Sandi L Tranbarger of Greensboro NC**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

*B. R. Fox*

Bruce R Fox  
Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

*Tasha Ann Philpot*



Tasha Ann Philpot  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF015117  
Expires 10/3/2018

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

20th day of November, 2018.

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** January 25, 2019  
**SUBJECT:** ThyssenKrupp Elevator Contract - Elevator Maintenance

---

Please see the attached information.

Please approve the attached contract between Rowan County and ThyssenKrupp Elevator Corporation for maintenance services on County elevators.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
ThyssenKrupp Elevator Contract - Elevator Maintenance	1/28/2019	Cover Memo

**ROWAN COUNTY CONTRACT CONTROL FORM**

 Date: 11/30/2018
**SECTION I - DEPARTMENT COMPLETES**

Department: <u>Facilities Management</u>	Account #: <u>1154134-534030</u>	Amount: <u>\$ 30,000 per year</u>
	Account #: _____	Amount: <u>\$</u>
		Total: <u>\$ 30,000 per year</u>
Vendor name: <u>ThyssenKrupp Elevator Corporation</u>	Term Dates: <u>8/1/18 - 7/31/23</u>	
Contract description: <u>Elevator Maintenance</u>		
POC name: <u>Brian Foxhoven</u>	Phone: <u>704-529-1000</u>	
POC email: <u>brian.foxhoven@thyssenkrupp.com</u>		
Vendor mail address: <u>2440 Whitehall Park Dr. Ste 500, Charlotte, NC 28273</u>		Vendor #: <u>723</u>
<input type="checkbox"/> New contract	<input checked="" type="checkbox"/> Contract renewal	Munis contract #: <u>NA</u>
<input type="checkbox"/> Amendment to contract	<input checked="" type="checkbox"/> Vendor signatures	Munis BA #, if applicable: <u>NA</u>
Notes: _____		
Department Head Initials: <u>JS</u>		Date: <u>11/30/18</u>

**SECTION II - CONTRACT ADMINISTRATOR REVIEW**

<input checked="" type="checkbox"/> Section I properly completed	<input type="checkbox"/> Requires Board approval (Y/N)	1/7/2018
<input checked="" type="checkbox"/> Budgeted funds are available	<u>11/3/18 - insurance OK and Addendum for termination OK</u>	
Contract Administrator Initials: <u>JS</u>		Date: <u>11/30/18</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 checked="" type="checkbox"/> Certificate attached and approved	<input type="checkbox"/> No insurance required
Risk Manager Initials: <u>AK</u>		Date: <u>12/20/18</u>

**SECTION V - LEGAL REVIEW**

<u>N/A</u> Non-appropriation clause	<input checked="" type="checkbox"/> Indemnity clause	<input checked="" type="checkbox"/> Termination clause	<u>N/A</u> E-verify clause
<u>JMM</u> Approved as to form and sufficiency	If Board approval required, sent to Department for agenda item		
<u>*non-cancellable / 60 months</u>		Attorney Initials: <u>JMM</u>	Date: <u>12/20/2018</u>

**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**

<input type="checkbox"/> 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: \_\_\_\_\_

Addendum Attached

# Gold Service Agreement

**Purchaser:** Rowan County Facilities  
425 Airport Road  
Salisbury, NC 28147-8903

Hereinafter referred to as "Purchaser", "you", and "your".

**By:** ThyssenKrupp Elevator Corporation  
2440 Whitehall Park Dr Ste 500  
Charlotte, NC 28273  
Phone: 704-529-1000  
Fax: 866-228-6590  
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

**Equipment To Be Maintained**

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Rowan County Office Building	402 N Main Street	Dover	Hydraulic	FEE782	3
Rowan County Public Library	201 W Fisher Street	Matot	Dumbwaiter	19691	2
Rowan County Courthouse	210 N Main Street	TKE	Hydraulic	FAA259	4
Rowan County Justice Center	210 N Main Street	TKE	Hydraulic	FBM692	3
Rowan County Public Library	201 W Fisher Street	TKE	Hydraulic	HG-77305	3
Rowan County Justice Center	210 N Main Street	Dover	Hydraulic	ED8268	4
Rowan County Justice Center	210 N Main Street	Dover	Hydraulic	ED8269	3
Rowan County Justice Center	210 N Main Street	Dover	Hydraulic	ED8270	5

**ThyssenKrupp Elevator Americas**



**ThyssenKrupp**

# Gold Service Agreement

Rowan County Admin Building	130 W Innes Street	Other	Geared	8449	4
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# Gold Service Agreement

## **Preventative Maintenance Program**

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - o Control and landing positioning systems
  - o Signal fixtures
  - o Machines, drives, motors, governors, sheaves, and wire ropes
  - o Power units, pumps, valves, and jacks
  - o Car and hoistway door operating devices and door protection equipment
  - o Loadweighers, car frames and platforms, and counterweights
  - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

## **Full Coverage Parts Repair and Replacement**

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

## **Maintenance Control Program**

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## **Quality Assurance**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

# Gold Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

## **Service Requests During Normal Working Days and Hours**

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

## **Overtime Service Requests**

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

## **Digital Customer Experience**

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevator and escalator by installing a remote-monitoring device.

MAX will analyze the unique outputs of your equipment 24/7 and when existing or potential outage outages are identified MAX will automatically communicate with our dispatch center. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technicians with precise diagnostic detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime. Special consideration regarding MAX are set forth below.

## **☑ Service History Website:**

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION,

# Gold Service Agreement

MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

☒ **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

# Gold Service Agreement

## **ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser**

### **Section 1, Elevator Detail:**

Total number of elevators in Building : \_\_\_\_\_

Elevator #	Elevator Telephone Number including Area Code		Elevator #	Elevator Telephone Number including Area Code

### **Section 2, Purchaser Designated Contacts:**

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

### **Section 3, Local Emergency Services Contact Information:**

Phone # for Local Police Department: (       )       -      

Phone # for Local Fire Department: (       )       -      

### **Section 4, Purchaser's Special Instructions:**

The following are special instructions provided by Purchasers with respect to the information supplied above:

#### ☒ **Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

# Gold Service Agreement

## **Product Information**

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

## **Safety**

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

## **Other**

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes

# Gold Service Agreement

payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

## **Insurance**

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

## **Items Not Covered**

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

## **Other Conditions**

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms

# Gold Service Agreement

of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

**MAX:** Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.

If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.

Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.

Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

## **Price.**

The price for the services as stated in this agreement shall be Two Thousand Five Hundred Dollars (\$2,500.00) per month, excluding taxes, payable Annually in advance.

## **Term**

This agreement is effective for Sixty (60) month(s) starting 08/01/2018 and is non-cancelable. To ensure continuous

# Gold Service Agreement

service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

## **Annual Price Adjustments**

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

## **Overdue Invoices**

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

## **Submission of Proposed Agreement when Original Agreement in Full Force and Effect**

In the event that Purchaser and ThyssenKrupp Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both parties. Upon full acceptance by both parties, this proposed agreement shall supersede all prior agreements.

## **Alternate Payment Plan – Less Than Annual Frequency**

This agreement includes a standard annual payment plan. If an alternate payment plan is selected below as indicated by your acceptance, additional cost will be added to the net billing amount in accordance with the percentages shown:

<b><u>Billing Frequency</u></b>	<b><u>Agreement Price Increase</u></b>	<b><u>Check for Selection</u></b>	<b><u>Purchaser's Initial Acceptance</u></b>
Semi-Annual	1%		
Tri-Annual	2%		
Quarterly	3%		

# Gold Service Agreement

Monthly	4%		
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## **Special Considerations**

- 1.) Annual Pricing Adjustments, if applicable, not to exceed 4% in any given year.
- 2.) 5-year, full load pressure testing not included as part of this agreement.

# Gold Service Agreement

## Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Rowan County Facilities:	ThyssenKrupp Elevator Corporation Approval:
By: <u>Brian C. Foxhoven</u> (Signature of ThyssenKrupp Elevator Representative)  Brian Foxhoven Sales Rep brian.foxhoven@thyssenkrupp.com  <u>07/23/2018</u> (Date Submitted)	By: _____ (Signature of Authorized Individual)  _____ (Print or Type Name)  _____ (Print or Type Title)  _____ (Date of Approval)	By: _____ (Signature of Authorized Individual)  Kyle Jordan Branch Manager  _____ (Date of Approval)



## **Service Agreement - Addendum**

thyssenkrupp Elevator and Rowan County Facilities hereby amend and supplement their duly executed and existing elevator maintenance agreement dated 08/01/2018, contract number US66544, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

### **Amended Scope of Services.**

#### **Scope**

##### **Add "Pledge of Customer Satisfaction" Clause:**

thyssenkrupp Elevator's top priority is the satisfaction of our customers. If during the term of this Agreement, thyssenkrupp Elevator fails to properly perform services in accordance with the terms and conditions of this Agreement, Purchaser shall advise thyssenkrupp Elevator of the specific deficiency in writing and shall allow a reasonable period of Ninety (90) days from the date of the written notice to correct the deficiency. In the event thyssenkrupp Elevator fails to correct the deficiency in the allotted time, Purchaser shall have the right to terminate this agreement upon Ninety (90) days prior written notice to thyssenkrupp Elevator. Written notices shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

#### **Price**

Purchaser's monthly price shall stay constant and be adjusted annually with the terms and conditions contained herein.

#### **Term**

This addendum shall become effective upon acceptance and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein.



### **Acceptance**

Your acceptance of this addendum and its approval by an authorized manager of thyssenkrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the thyssenkrupp Elevator representative indicated below. No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized thyssenkrupp Elevator manager.

<b>thyssenkrupp Elevator Corporation:</b>	<b>Rowan County Facilities:</b>	<b>thyssenkrupp Elevator Corporation Approval:</b>
By: <u>Brian C. Foxhoven</u> (Signature of thyssenkrupp Elevator Representative)  Brian C. Foxhoven Sales Rep brian.foxhoven@thyssenkrupp.com  _____ 01/02/2019 (Date Submitted)	By: _____ (Signature of Authorized Individual)  _____ (Print or Type Name)  _____ (Print or Type Title)  _____ (Date of Approval)	By: _____ (Signature of Authorized Individual)  Kyle Jordan Branch Manager  _____ (Date of Approval)



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
12/19/2018

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 CHICAGO, IL 60606	<b>CONTACT NAME:</b> Willis of Illinois, Inc.		
	<b>PHONE (A/C No.Ext):</b> 312-288-7489	<b>FAX (A/C No.Ext):</b> 312-621-6866	
<b>E-MAIL ADDRESS:</b> tke.certificates@willis.com			
<b>INSURED</b> THYSSENKRUPP ELEVATOR CORPORATION	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: HDI Global Insurance Company		41343
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Indemnity Insurance Company of NA		43575
	INSURER D: ACE Fire Underwriters Insurance Company		20702
	INSURER E:		
INSURER F:			

**COVERAGES****CERTIFICATE NUMBER: 1511892****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:			GLD12574-05 / GLD11085-10	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISAH25268799	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC65225761 (AOS) WLRC65225803 (CA,MA) SCFC65225840 (WI)	10/01/2018 10/01/2018 10/01/2018	10/01/2019 10/01/2019 10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000
D							

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

Division Number: 104200 - Named Insured Includes: ThyssenKrupp Elevator Corporation - Address: 2440 Whitehall Park Drive Suite 500 Charlotte, NC 28273  
Project Number: US66544 - Project Name: ROWAN COUNTY FACILITIES - Address: VARIOUS LOCATIONS SALISBURY, NC 28147 - Project Type (s): Elevator Maintenance

**CERTIFICATE HOLDER**

ROWAN COUNTY FACILITIES  
425 AIRPORT ROAD  
SALISBURY, NC 28147  
United States

**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

**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:** January 25, 2019  
**SUBJECT:** Request To Apply For The Blanche and Julian Robertson Family Foundation, Inc.

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The Rowan County Sheriff's Office would like to apply for the Blanche & Julian Robertson Family Foundation Grant in the amount of \$6,350. The funding will be used to host approximately 75 middle school students during the 2019 G.R.E.A.T. Summer Camps and requires no match.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** Janaury 25, 2019  
**SUBJECT:** Purchase Order for Replacement of Pier at Dan Nicholas Park

---

Please see the attached information.

Please approve the issuance of a purchase order to Rowboat Dock & Dredge for replacement of the pier at Dan Nicholas Park at a cost not to exceed \$92,933.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Purchase Order for Replacement of Pier at Dan Nicholas Park	1/29/2019	Backup Material

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



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

### MEMORANDUM

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

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

**RE:** Approval of Purchase Order for Replacement of Pier at Dan Nicholas Park

**DATE:** January 25, 2019

---

After due advertisement, proposals to replace the pier at Dan Nicholas Park were received and opened by Don Bringle, Facilities and Parks Director and David Sifford, Purchasing Agent.

Proposals were received from three contractors: Rowboat Dock & Dredge, Childers Construction and All-Waterways Construction. The cost of the proposals from each contractor is \$92,933, \$95,685 and \$186,800, respectively. Rowboat Dock & Dredge submitted the lowest proposal in the amount of \$92,933. Attached are the proposals offered from all three contractors. The cost is within the approved fiscal year 2019 budget.

**Staff's Recommendation:** It is the recommendation of the Facilities Management Department and the Finance Department that a purchase order be approved to Rowboat Dock & Dredge to replace the pier at Dan Nicholas Park at a cost not to exceed \$92,933.

October 17, 2018

Mr. Don Bringle  
6800 Bringle Ferry Road  
Salisbury, NC 28146

Mr. Bringle,

Thank you for the opportunity to make this offering. The Rowboat Company has, since 1977, acquired the reputation of delivering quality products and services, on time, with highly competitive prices. Our customers number in the thousands, and we would consider it a pleasure to welcome you into the Rowboat family. We intend to work hard to make this happen. This letter agreement contains your scope of work as we understand it plus applicable sketches and specifications. We invite you to review our comprehensive website at [www.therowboatcompany.com](http://www.therowboatcompany.com).

**YOUR SCOPE OF WORK AS WE UNDERSTAND IT:**

For starters, our company is highly skilled and experienced with the design and build of small watercraft facilities for North and South Carolina municipalities including: Lake Lucas – Asheboro Parks & Rec, City of High Point Parks & Rec, Bond Park – Town of Cary Parks & Rec, Gaston County Parks & Rec and Mecklenburg County Parks & Rec (System Wide). All of which can attest to the quality of work. See pictures attached.

The pricing below includes all charges associated with trucking services, as well as the actual construction of the facilities, including labor, payroll burden, equipment costs (including fuel), parts, maintenance, support vehicles, insurance and overhead.

- All outdoor furniture, life jackets, watercraft and chain-link fencing to be removed from the work area, by customer, prior to work commencement.
- All necessary clearing / trimming of vegetation and trees to gain access to the pond to be completed by customer, prior to work commencement.
- Employee access will be from both land and water.
- Demolition, removal and legal disposal of your existing fixed pier and dock.
- Construct a fixed pier, decked with 2"x6" Southern Yellow Pine, treated decking. Fixed pier will consist of the following:
  - One (1) 8'x10' fixed pier perpendicular to the shoreline.
    - *Optional composite decking upgrade in pricing below.*
- Construct a 6'x20' wooden ramp, waterward of the fixed pier, decked with 2"x6" Southern Yellow Pine, treated decking. Wooden ramp will consist of the following:
  - Install 20 linear feet of Fence Style handrail along each side of the wooden ramp (40 linear feet total.)
    - *Optional composite decking upgrade in pricing below.*

**The Rowboat Series**

The Angle Brace galvanized steel truss used in the "Rowboat Series" dock is among the strongest steel trusses commercially manufactured for floating docks today. This totally galvanized steel box truss uses angular steel braces, wherever round-bar braces are commonly used on other floating docks. Full 2x12 inch wooden wales are bolted to all exposed faces of the steel to totally encapsulate and "hide" the steel truss.

- Construct a "Rowboat Series" floating dock, waterward of the wooden ramp, decked with 2"x6" Southern Yellow Pine, treated decking. Docking system will feature the following:
  - Construct one (1) 8'x40' crosswalk, two (2) 8'x60' finger piers and one (1) 8'x50' finger pier.
    - Supply and install 40 linear feet of Fence Style handrail along the crosswalk.
    - *Optional composite decking upgrade in pricing below.*
  - Construct one (1) 10'x24' metal flat roof covering the crosswalk. Roof to feature a 5:12 pitch. Metal color is TBD.
  - Supply and install ten (10) 4" galvanized steel pilings with 5" collars
  - Premium black vinyl edging and molded corners will be installed along the perimeter of the floating dock.
- All structural components will be either through-bolted or screwed. No nails are used with the exception of the rub rail. Galvanized steel hardware is standard.

Vendor # 10934

**ROWBOAT**  
**Dock & Dredge**  
THE ROW BOAT COMPANY, INC.  
858 Williamson Road  
Mooresville, NC 28117  
Rowboat Bid Number: 18-298

**Upgrade Options:**

- Replace the 2"x6" Southern Yellow Pine decking with Trex Select composite decking. Color of decking TBD.
  - Please note there will be additional joists installed to allow for the installation of composite decking.

**PRICING:**

Project Components	Cost
Base Bid for Dock & Pier Construction	\$86,920
Upgrade Options	
Trex Select Composite Decking	\$5,213
Agency Fees	
Permitting	\$800
Engineered Drawings	\$800

\*A 20% deposit is required before the work can be scheduled.

\*Electrical is not included in this offering

**PAYMENT TERMS:**

20% Down payment	\$17,704
Progress payment @ 25% completion	\$22,272
Progress payment @ 50% completion	\$22,272
Progress payment @ 75% completion	\$22,272
Final payment due on day of job completion	\$4,000

All invoices are due upon receipt, with final payment expected at the completion of the work. Unpaid invoices will accrue interest charges of 12.5% per month until paid. The Rowboat Company will take whatever actions it deems necessary to collect delinquent accounts, including any and all remedies available to it by law. Any fees or charges related to the collection of such monies (including attorney's fees) will be the responsibility of the customer. Verification of funds may be required prior to commencement of work. Calculated in percentage completion will include materials purchased for the project.

**SCHEDULING:** After we have received an executed agreement and your commitment fee, your work will be scheduled in sequence. The scheduling of some types of dredging is often regulated by local, state or federal regulations.

**PERMITS AND FEES:** There are several state and federal agencies of jurisdiction, which may have an interest in this work. You may be required to receive permission from them in order to begin. Often our customers request that we secure these permits since we are very familiar with both the agencies and their requirements. Any required permits fees must be paid by our customer.

**WARRANTY:** Our docking systems and seawalls are guaranteed against defects in workmanship and materials for a period of one (1) year from final acceptance, normal wear and tear excepted. Warranties for major components such as boatlifts or utility pedestals assume the warranty extended by the original equipment manufacturer. All warranties are exclusive and in lieu of all other warranties or quality, whether written, oral or implied, and in lieu of all other obligations or liabilities on our part.

**INSURANCE AND OWNERS LIABILITY:** Our company is fully insured against claims for public liability, products, and completed operations. In addition, we are insured for workers compensation in accordance with the laws of North and South Carolina and the other states in which we provide service. Certificates of coverage are available upon request.

By signing this agreement, our customer agrees to defend and hold our company harmless for all claims or charges arising from any person, entity or governmental authority arising out of the performance of this agreement in accordance with its terms. This refers to areas of responsibility beyond our control and does not except liability for negligence or accidents in regard to safety or property damage caused by our company's personnel or equipment.

# 87,720 - galvium wood  
+ 5,213 ← PVC  
# 92,933

**EXCEPTIONS AND EXCLUSIONS (If Applicable):** *Location and alignment:* Our company will offer to assist our customers in determining the location, alignment and orientation of any facility being constructed or other works being performed. However, it is our customer's sole responsibility to ensure that all works comply with any community, local, state or federal regulations and that specific adherence is maintained to any rules pertaining to offsets, pier zones or property lines. The owner shall furnish, at its expense, a survey, legal description of the property and all relevant property documents. By executing this agreement, you agree that you will, at your sole expense, protect, defend, indemnify, release and hold harmless The Rowboat Company, Inc., or any subsequent assignee of this contract from and against any and all losses and liability imposed upon or incurred by or asserted against The Rowboat Company, Inc. relating to the location or placement of those works stated above. *Final Agency Approval:* This work is subject to final approval by certain agencies which exercise permit authority through certain regulations and restrictions. Among these agencies may be water quality, land quality, and wilderness departments of the Department of Environment. In the event that any agency changes the scope of work described above in order to comply with its permit requirements, such change will constitute a change order to this agreement which might affect the contract price. *Field Changes:* On occasion, we find field conditions that are materially different from those represented in the bidding process. We will notify you of any such occurrence and may request a change order addressing any adverse impact on our work. Any delay in executing a mutually acceptable change order will result in a work stoppage. *Electrical and Water Sources:* In the event that this contract includes the construction of a Dock or Pier, unless otherwise detailed in this document we do not supply 120-volt AC power from the source down to the water's edge. Neither do we normally supply water service to the dock. These utilities will need to be supplied by others. If water and/or 120-volt AC electrical service are to be installed on a dock or marina as a part of this scope of work, then we do include the installation of these utilities from the shoreline waterward. *Rock Clause:* If excavation, pile driving or dredging is required, we exclude rock and any other undersurface obstacles, which cannot be excavated by normal means. *Lake Level:* This project has been priced assuming a lake level that will allow access to the work site. Our barge operation drafts up to 4.5 feet of water. If we are unable to access the work site due to low lake levels, the project may be re-scheduled for a later date when a sufficient water depth is available. *Access to the worksite:* Our client is responsible to allow reasonable access to the worksite, which might require the removal or relocation of trees or shrubs that are protected by an environmental buffer. Rowboat is not responsible for the replacing or replanting of trees or shrubs which are either damaged or removed as a result of performing the scope of work above. On occasion, the only means to access a jobsite requires the movement of construction equipment across concrete or asphalt slabs and driveways. If this is necessary, we will take precautions in an attempt to protect the surface from damage, however, Rowboat will not be responsible for cracking, checking, or surface damage done to concrete or asphalt slabs and driveways as a result of its work. *Landscaping:* Naturally, reasonable care will be taken to protect existing trees and plantings; however, Rowboat is not responsible for damage to landscaping, grass, shrubs or trees which might be adversely affected by the performance of the scope of work.

**COMPLETE AGREEMENT AND VENUE:** This agreement comprises the entire contract between the parties and no other warranties or representations are given or should be implied from the written or oral negotiations that preceded this Agreement. The terms of this Agreement may only be amended or modified in writing when signed by both parties. This Agreement shall be governed by the laws of the State of North Carolina. Any action at law or in equity related to this Agreement shall be commenced within 18 months from the date of substantial completion of the work.

**VOID DATE:** This quotation is valid for 30 days from the date of issuance, after which this quotation becomes void, unless it is extended or amended in writing.

**AND FINALLY:** If this proposal is satisfactory, please execute one copy and return it to our company. Again, thank you for allowing us the privilege to quote your work.

Very truly yours,

**THE ROWBOAT COMPANY, INC.**

*Brandon Parsons*

Brandon Parsons,  
Project Manager

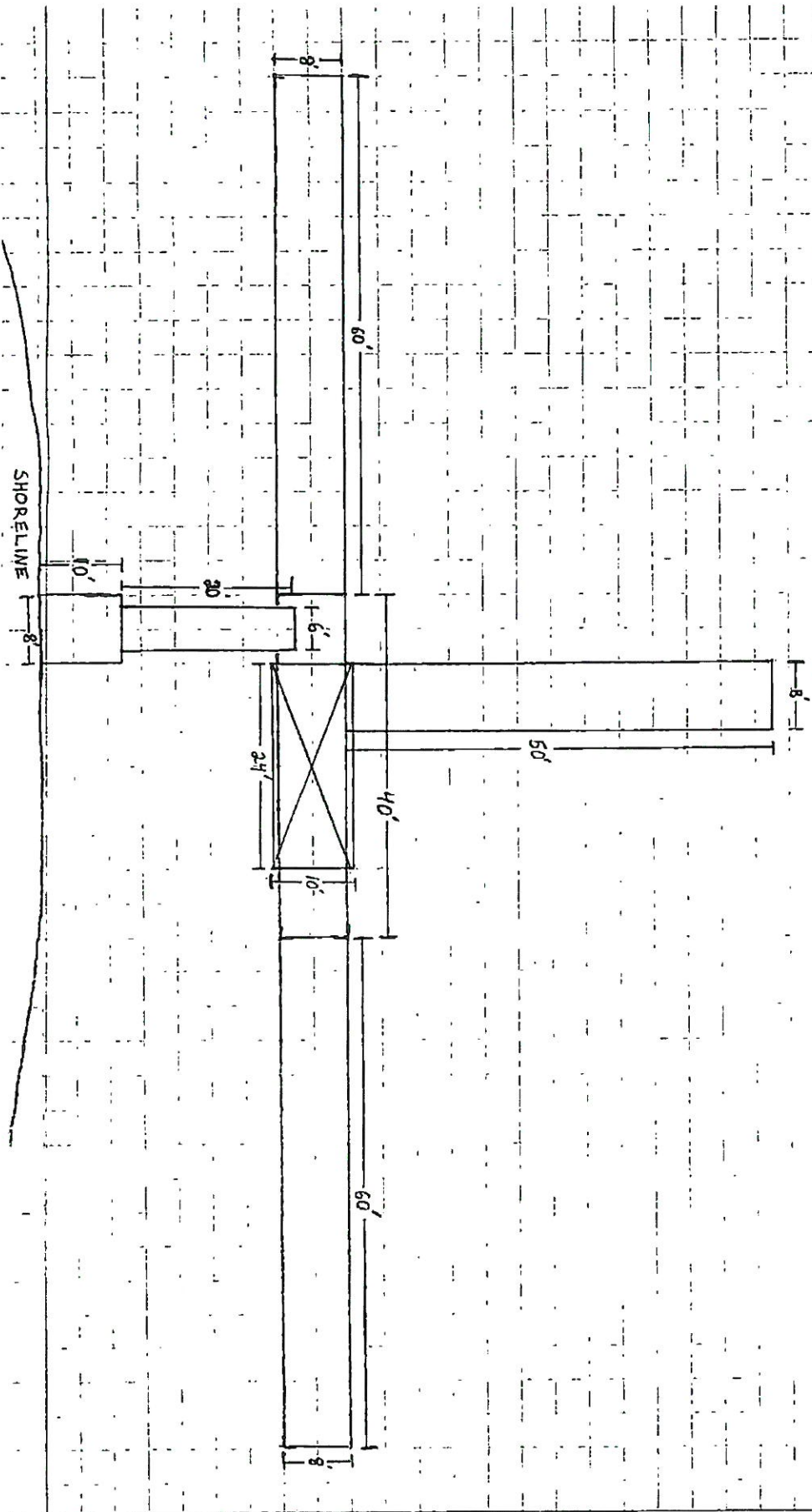
I have read the above document and agree to abide by all of its provisions.

**PROPOSAL ACCEPTED BY:**

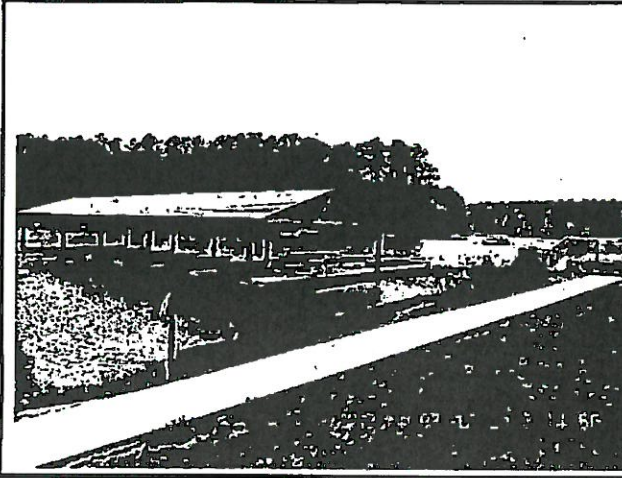
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Authorized Signature

\_\_\_\_\_  
Date

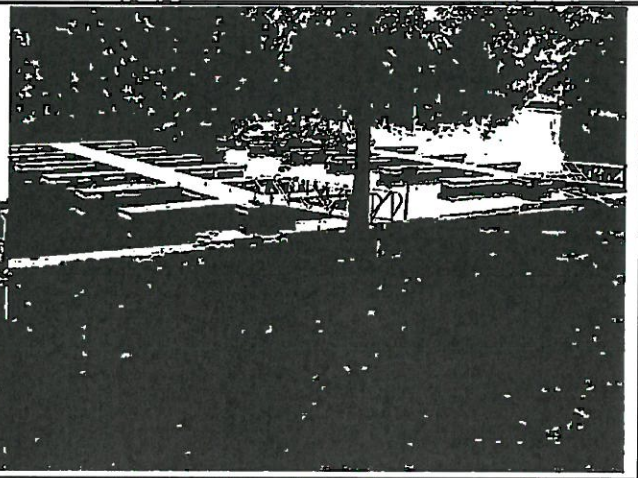
DAN NICHOLAS PARK



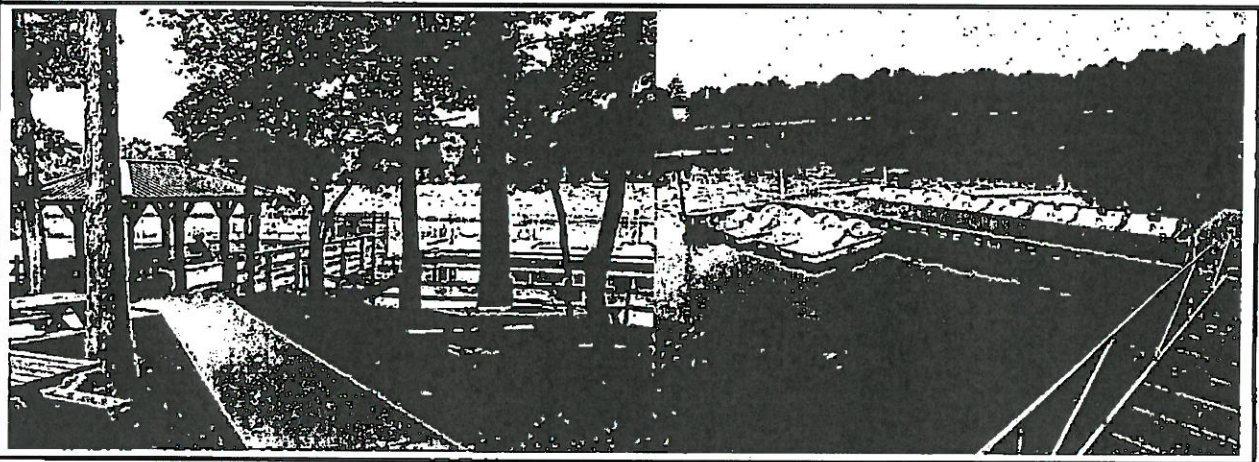
## Rowboat Municipalities



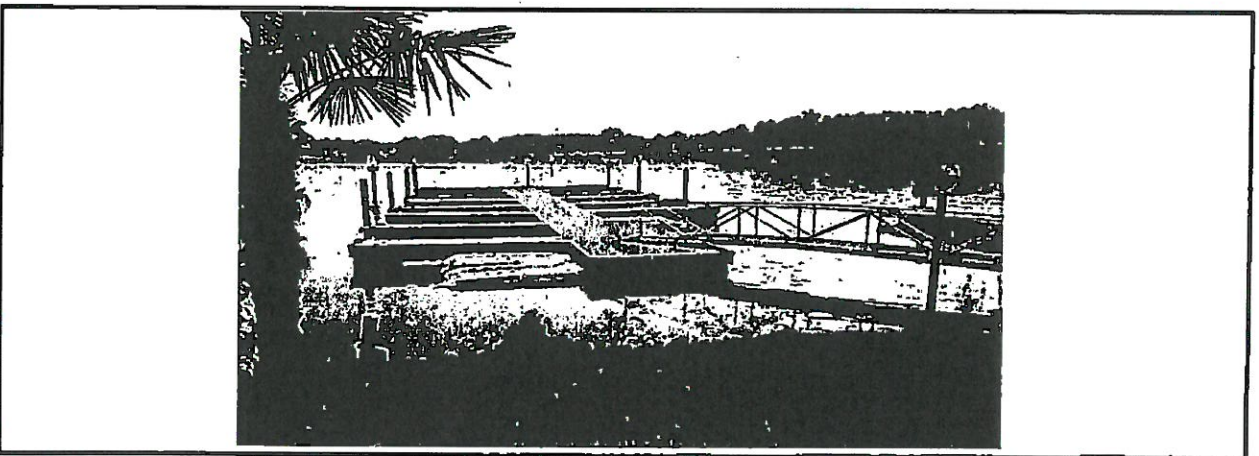
*City of Highpoint Parks & Rec*



*Lake Lucas – Asheboro Parks & Rec*



*Bond Park – Town of Cary Parks & Rec*



*Blythe Landing – Mecklenburg County Parks & Rec*

# CHILDERS CONSTRUCTION

1225 Pebble Point  
Salisbury, NC 28146  
(704) 239-0024

November 20, 2018

Quote # 18E-DAN-2

Owners Name: Dan. Nicholas Park  
Address1: 6800 Bringle Ferry Rd.  
City: Salisbury State: NC Zip: 28146

**Work Estimate:** For removal and installation of new floating dock system for paddle boats.

For Size: 6' wide by 20' aluminum walk way to a 14' by 14' square landing transition  
Finger A: 60' by 8' Finger B 50' by 8' Finger C 84' by 8' for total floating dock sq. ft. 1,748 floating.

Roof over finger C 24' by 8' metal post and steel roofing and color of choice 8.5' tall at peak gable style roofing. Between post of roof there will be a bar 42" off floor for life jackets placement

Attached at shore a concrete bulk head for attachment of down ramp

Tip fee to be paid by Rowan county for disposal of old dock system.

Gates for preventing entry on to dock installed by park.

Option 1: Galvanized truss frame system with perma-float floatation decked in 2 by 6'.  
\$87,150.76

★ → Option 2: Galvanized truss frame system with Perma-float floatation decked in pvc.  
\$95,684.16.

Option 3. All aluminum frame work decked with pvc. \$132,010.81

Option 4. Is a aluminum walk way to a all wood framed floating dock with 2 by 6 marine treated decking. \$70,540.00

7

*Thank you for your business!*

Estimates are only good for 30 days.

Estimate prepared by : Barry Childers

# ***ALL - Waterways Construction, Inc.***

Phone 704-737-3050  
Fax 704-278-0609

250 Sanders Morrow Rd.  
Mt. Ulla, NC 28125  
allwaterwaysconst.com  
morrow@allwaterwaysconst.com

## **PROPOSAL**

**Job Description:**      **Dock Replacement**

**October 8, 2018**

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**Customer:**      **Dan Nicholas Park**  
                     **c/o Don Bringle**  
                     **704-326-6070**  
                     **Don.bringle@rowancountync.gov**

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Remove existing docks – floating and stationary

Build 8' x 5' stationary dock attach to concrete walkway – wood frame and Wolf pvc decking

6' x 16' aluminum ramp with aluminum picket handrail on both sides

4' x 8' floating landing for ramp to sit on with wheelchair ramp at end of 16' ramp

8' x 50' float – wood frame and pvc decking. This section will have 8' x 30' angled roof with metal roofing. Roof will be supported by 6" x 6" wood posts.

3 floating sections – 8' x 60' wood frame and pvc decking, 360' of black dock bumper

17 – 3" steel galvanized pipes to hold floats in place

104' of fence type handrail

Total \$119,600.00

\*\*\*No electrical work included in this price

\*\*\*No dump fees included in this price

\*\*\*No permits included in this price

Wood frame with 2" x 6" wood decking \$108,200.00

 10" galvanized truss frame with pvc decking \$186,800.00

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** January 25, 2019  
**SUBJECT:** Purchase of Six Vans for Rowan Transit System

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Please see the attached information.

Please approve the purchase of two transit vans from each of Palmetto Bus Sales, Creative Bus Sales and Interstate Transportation Sales at costs not to exceed \$176,100, \$116,582 and \$113,770, respectively (a total of six vans for \$406,452).

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Purchase of Six Vans for Rowan Transit System	1/29/2019	Backup Material

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



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

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

### Memorandum

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

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

**Re:** Approval to Purchase Six Vans for Rowan Transit System

**Date:** January 25, 2019

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In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Palmetto Bus Sales, Creative Bus Sales and Interstate Transportation Sales have each agreed to extend to the County the same price and terms set forth in its contract with the North Carolina Department of Transportation for the purchase of two transit vans from each contractor, for a total of six vans. The costs of the vehicles from the contractors, excluding taxes, are \$176,100, \$116,582 and \$113,770, respectively, for a total cost of \$406,452.

Attached are the proposed purchase orders and North Carolina Department of Transportation CTP order forms. The purchase of the vehicles is within the approved fiscal year 2019 budget.

**Staff's Recommendation:** Rowan Transit System and the Finance Department recommend that a contract be awarded to Palmetto Bus Sales, Creative Bus Sales and Interstate Transportation Sales for the purchase of six transit vans at costs not to exceed \$176,100, \$116,582 and \$113,770, respectively, for a total cost of \$406,452.



# ROWAN COUNTY PURCHASE ORDER

130 West Innes Street  
Salisbury, NC 28144  
Phone (704) 216-8170 Fax (704) 216-8110  
Federal Tax ID No. 56-6000336

NOT VALID WITHOUT NUMBER  
PURCHASE ORDER #  
For Finance Dept use only

Palmetto Bus Sales	18935
Rowan Transit System	Kristy Cowden
Rowan Transit System	1/10/2019

ASAP

Reg # 564

1154520-575035	2	2019-Ford F-550-28' Light Transit Vehicle	83,619.52	167,239.04
		RFP Body. To include: reverse alarm		
		assistance system, pre-wiring for 4-camera		
		surveillance system, driver's side step w/grab		
		bar, SMI 1170 roof ventilator/emergency exit,		
		emergency full vision rear exit door, fire		
		extinguisher, first aid kit, roof top mounted		
		strobe light. Braun Century NCL1000(F)		
		IB3454HB-2 fully automatic side mounted		
		wheelchair lift, lift platform is 34" x 54"		
1154520-575035	2	Passenger pull cord stop request	750.00	1,500.00
	2	Jensen P.A. System w/2 speakers	450.00	900.00
	2	Auxiliary Round Red Brakes Lights	280.00	560.00
	2	Auxiliary Amber Strobe at Rear Door	250.00	\$ 500.00
	2	Bike Rack (stainless steel)	2,700.00	5,400.00
				176,099.04
			S & H	
				176,099.04

ORDER WILL BE PLACED BY: (check one) ☐ FAX ☐ MAIL ☐ PHONE ☒ INTERNET

## ORDERS \$5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES

(Enter preferred quote information above)

VENDOR NAME:	VENDOR NAME:	VENDOR NAME:
VENDOR #:	VENDOR #:	VENDOR #:
PHONE #:	PHONE #:	PHONE #:
TOTAL QUOTE:	TOTAL QUOTE:	TOTAL QUOTE:

COMMENTS: 2 Replacement vehicles under State Contract-CTP 5311 Capital Grant

By signing below, I verify there are sufficient funds in the designated account(s) for the purchase.

[Signature] 01/14/19  
AUTHORIZED PERSONNEL DATE

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice. Rowan County is not sales tax exempt.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Finance Director  
NOT VALID WITHOUT SIGNATURE

Purchasing Agent  
NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL

DATE

**FY19 REPLACEMENT CTP CAPITAL  
2019 28 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM  
STARCRAFT STEEL REINFORCED COMPOSITE BODY**

Send to: PALMETTO BUS SALES Vendor No.: 57-1101520  
90 Access Road  
Gaston, SC 29053 FAX: 803-754-5326  
(803) 754-3827 Toll Free 800-783-7613 e-mail: bsmith@palmettobussales.com  
ATTN: Bernie Smith

Re: Bid no. 201600503  
N.C. Department of Transportation/Public Transportation Division

P.O. No.: Project No.: 19-CT-937

Order Date: (date order placed with vendor)

From: Rowan County Contact: Franklin Barnes  
130 West Innes St. Salisbury, NC 28144  
(grant applicant/recipient) e-mail: Franklin.Barnes@rowancountync.gov  
(phone number) (FAX number)

**VEHICLE ORDER**

**Base vehicle prices:**

Quantity	Item no.	Description	Base Unit Cost	Total Cost
2	D-2	Lift - 2 rear wv stations	\$ 83,619.52	\$ 167,239.04
0	D-3	Lift - 4 wv stations	\$ 88,789.52	\$ -
<b>Options-Itemized</b>			<b>SUBTOTAL OF BASE LTVs</b>	<b>\$ 167,239.04</b>
0	1	Lettering	\$ 350.00	\$ -
0	2	Loop labor only	\$ 200.00 ea./logo	\$ -
0	3	6.7L Ford Powerstroke Diesel Engine	\$ 8,775.00	\$ -
0	4	Telma Brake Retarder	\$ 6,000.00	\$ -
0	5	Transmission destination alarm - electronic	\$ 2,480.00	\$ -
2	6	Passenger pull cord stop request	\$ 750.00	\$ 1,500.00
0	7	Diamond NV Farebox	\$ 1,750.00	\$ -
2	8	Jensen P.A. System w/ 2 speakers	\$ 450.00	\$ 900.00
2	9	Auxiliary Round Red Brake Lights	\$ 280.00	\$ 560.00
2	10	Auxiliary Amber Strobes at Rear Door	\$ 250.00	\$ 500.00
0	11	Asst Emergency Window Exit (as to 3)	\$ 100.00 ea	\$ -
2	12	Blow Rock (station alarm)	\$ 2,700.00	\$ 5,400.00
<b>Non-Participating Options (local cost only):</b>			<b>SUBTOTAL OF NON-PARTICIPATING OPTIONS</b>	<b>\$ 5,400.00</b>
0	13		\$ -	\$ -
0	14		\$ -	\$ -
0	15		\$ -	\$ -
0	16		\$ -	\$ -
0	17		\$ -	\$ -
0	18		\$ -	\$ -
0	19		\$ -	\$ -
			<b>GRAND TOTAL</b>	<b>\$ 172,639.04</b>

\*you must have budgeted for this in your application to order this item.

EXTERIOR COLOR: The basic body of the Starcraft Allstar XL is white.

INTERIOR SEATING SELECTION: Predictions Silverluref CODE: 565

\*Seat coverings are listed after options on page 3

Lettering information: Using Local Vendor  
(System Name & Phone No.)  
Color and Style of 4" lettering: N/A

Striping/Tu-Tone information: Striping (1 code): N/A Tu-Tone (2 codes): N/A N/A

Vehicle to be titled to: Rowan County  
130 West Innes St  
Salisbury, NC 28144

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

**28 FT. LTV - RFP BODY  
SPECIFICATION AND PRICING INFORMATION**

**Chassis:**

2018 Ford F-550 cutaway chassis with 6.8L gasoline engine; 19,500 lb. GVWR; 96" overall width; 126" overall height; 361" length; 213" wheelbase; 7,000 lbs. front axle/ 13,500 lbs. rear axle/ 4.88 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MC/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 40 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/70R18.5BSW all season 10 ply radial tires with rims; spare tire is mounted behind rear axle of vehicle; 12 volt heavy duty electrical system; dual batteries, 1400 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring, pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

**Body:**

Starcraft Alstar XL has exterior reinforced fiberglass plastic panels with a full steel roll cage; 3/4" marine grade floor with Gertfor transit flooring, color-keyed covering with white center aisle & yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 4 emergency windows rustproofing; SMI 1170 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Fastenweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint, locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; backup camera; 12" x 8" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 85,000 BTU's and rear a/c, 97,000BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher, 24-unit first-aid kit; emergency window hammer/web cutter; and warning reflectors, and roof top mounted strobe light.

Wheelchair lift (meets all requirements of the American with Disabilities Act and the FMVSS): Braun Century NCL1000(FH83484HB-2, fully automatic side mounted wheelchair lift; lift platform is 34"x 54"; minimum of 2 wheelchair stations offered. Q'Straint QRT-380 4-point wheelchair tie-down system and 3-point passenger restraint systems; six Q'Straint Quick straps; and backup manual over-ride system. A handrail restraint (belt) between the two handrails will be provided for extra security for passengers.

Warranty:  
Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford)  
Power Train - 5 years/60,000 miles (Ford)  
Chassis Corrosion warranty - 5 years/75,000 miles (Ford)  
Body Conversion warranty - 3 years/36,000 miles (Starcraft)  
Body Structure warranty - 5 years/75,000 miles (Starcraft)  
Air Conditioning (add on unit) - 24 months (ACC Climate Control, Inc.)  
Wheelchair lift - 5 years Limited Warranty (Braun)  
Tire Warranty - 50,000 miles

**DELIVERY: Approximately 120 days from receipt of chassis**

**TERMS: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).**

Light Transit Vehicle seating arrangements:  
Item/Diagram number and base price

D2.	Wheelchair lift vehicle - side-rear location; 17 forward facing passenger seats, 2 double foldaway bench seats with 2 wheelchair/mobility aid device stations	\$ 83,619.52
D3.	Wheelchair lift vehicle - side-front location; 8 forward facing passenger seats, 6 wheelchair/mobility aid stations; and 7 double three step foldaway seats	\$ 88,789.52

FLOOR PLAN: See Tab label at bottom - D-2, D-3 FLOOR PLANS

Options:  
Item #

1.	Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form 4" letters and numbers will be used on both sides of van	\$ 350.00
2.	Logo - System must provide decal; price is for labor only.	\$ 200.00 ea./logo
3.	8.7L Ford PowerStroke Diesel Engine, Front Mounted Engine - 5 yr./100,000 mile warranty; appropriate alternator and battery to be provided. (agency must have budgeted appropriate amount in application to order this option)	\$ 8,775.00
4.	Teima brake retarder - for mountainous counties only (agency must have budgeted appropriate amount in application to order this option)	\$ 8,000.00
5.	Destination sign-Transign D-3114, electric, furnished with minimum of 15 destinations: Front 15 destinations: Side *Destination sign is only available for fixed route and deviated fixed route vehicles.	\$ 1,250.00 \$ 1,230.00
6.	Passenger signal bell" - pull cord design *Passenger signal bell is only available for fixed route vehicles.	\$ 750.00
7.	Diamond NV Farebox with extra vault *Fare box is only available for fixed route or deviated fixed route vehicles	\$ 1,750.00
8.	Jensen P.A. System with 2 speakers meets ADA *PA system is only available for fixed route and deviated fixed route vehicles	\$ 450.00
9.	Auxiliary Round Red LED Brake Lights - two round 7" brake lights; one on each side of vehicle above OEM brake lights.	\$ 280.00
10.	Auxiliary Amber Strobe light; located either above rear door or to the right of door. Light shall be wired to illuminate when vehicle is stopped and front door is opened. This strobe is not the same as standard strobe on top of vehicle.	\$ 250.00
11.	Additional Emergency Window Exits - order up to 3 more on vehicle	\$ 100.00 ea.
12.	Bike Rack - SportsWorks stainless steel bike rack mounted on front of bus (agency must have budgeted appropriate amount in application to order this option)	\$ 2,700.00

**(Non-Participating Options listed cost only)**

NOTE: THE FOLLOWING OPTIONS ARE NOT ELIGIBLE FOR STATE/FEDERAL PARTICIPATION

13.	Ford Chassis Service manual/CD only	\$ 250.00
14.	Ford Manufacturer Parts manual/CD only	\$ 150.00
15.	Alternative fuels - Propane Bi-fuel Conversion Kit Option	\$ 12,250.00
16.	Alternative fuels - Dedicated Propane Fuel Option	\$ 14,150.00
17.	Alternative fuels - CNG Bi-fuel option	\$ 20,250.00
18.	Alternative fuels - Dedicated CNG option	\$ 20,450.00

19.	Alternative fuels - Crosspoint Kinetics Hybrid Option	Not Avail
20.	Hubometer	\$ 240.00
21.	Paint, trim, two-tone, and logo options: *prices listed are maximum costs, please contact Vendor for quote for your system	
	e) Striping - Includes paint and labor; indicate color and location on vehicle	\$ 550.00
	b) Striping - Includes vinyl trim and labor; indicate color and location on vehicle	\$ 550.00
	c) Two-tone - Includes paint and labor; indicate color(s) and location on vehicle	\$ 750.00
	d) Two-tone - Includes vinyl trim and labor; indicate color(s) and location on vehicle	\$ 750.00
	e) Logo - Includes paint and labor; provide design copy and location on vehicle	\$ 550.00
	*Striping (1 color) and Tu-tone (2 colors) Option. Contact Vendor for details.	
22.	Additional 24" seat belt extender (*note 2-24" are included with each vehicle)	\$ 45.00 each
23.	Additional Q'Straint Quick Straps. (6 Quick straps are std. with vehicle)	\$ 30.00 each
24.	Twin Vision Electronic destination sign:	
	Front	\$ 2,500.00
	Side	\$ 2,500.00
25.	Donation Farebox, small approx 8"x8"x8"	\$ 650.00
26.	Genfare Pacemaker Farebox with extra vault	\$ 2,800.00
27.	GFI Electronic Farebox - Odyssey	\$ 18,975.00
28.	Jensen P.A. system (4 speakers) with AM/FM/CD	\$ 750.00
29.	Clever Devices AVA, auto bus stop announcement with auto voice announcement	\$ 30,300.00
30.	Touch Tape - Stop request signal system	\$ 1,200.00
31.	Fogmaker suppression system	\$ 4,800.00
32.	Jomarr Fire suppression system	\$ 3,850.00
33.	Amerex Fire suppression system	\$ 3,500.00
34.	USSC G-2E-LP adjustable driver's seat with arm rest	\$ 2,150.00
35.	USSC G-2E-LP adjustable driver's seat with arm rest and air suspension	\$ 2,900.00
36.	Recaro Ergo LXS adjustable driver's seat	\$ 2,100.00
37.	Freedman Integrated Child Seat that replaces forward facing bench seat	\$ 1,550.00
38.	Freedman Double Three step-foldaway bench seats in lieu of a permanent forward facing seat	\$ 720.00
39.	Freedman Featherweight High Back seats in lieu of standard mid back permanent forward facing seats (includes appropriate foldaway seats) D-2	\$ 1,050.00
	D-3	\$ 2,100.00
40.	Upgraded LTV door frame to 11 ga. stainless steel	\$ 1,625.00
41.	Upgraded LTV stepwell to 11 ga. powder coated stainless steel	\$ 750.00
42.	HawkEye warning System - alarm detects objects behind vehicle	\$ 725.00
43.	Seon Wireless 4 Cameras/DVR system - Seon Trooper TL4	\$ 4,500.00
44.	Upgraded automatic heated side mirrors w/ turn signal- Rosco	\$ 275.00
45.	ProAir ACT system upgrade to 108,000 BTU	\$ 3,650.00
46.	Extended Warranty Option Plans - Coverage available for Ford Vehicles	Not Avail

Exterior Color: The basic body of the Starcraft Allstar XL is white.

Seat Fabric and Color: Interior panels will be a light gray. Seating is available in either vinyl or cloth; selections are listed below. Choose one and indicate selection on order form. Include type, color and code number.

[http://www.freedmanseating.com/fabrics/level\\_3/](http://www.freedmanseating.com/fabrics/level_3/)

Vinyl Covering Colors
Level 3 - Predictions & Cameo
(607) Predictions Claret
(598) Cameo Ivy
(595) Predictions Silversurf
(600) Clipper Blue
(610) Predictions Misty Bay
(612) Predictions Indigo

Fabric Covering Colors
Level 3 - Regions Fabric (Solid Color)
(48301) Pacific Rosa (48303) Pacific Navy
(48302) Pacific Dk. Blue (48304) Pacific Green
Level 3 - Regions Fabric (Tweed Fabrics)
(48701) Midwest Merlot (48802) Midwest Pippin
(48803) Midwest Bluetie (48306) Pacific Grey
(48804) Midwest Blackberry



# ROWAN COUNTY PURCHASE ORDER

130 West Innes Street  
Salisbury, NC 28144  
Phone (704) 216-8170 Fax (704) 216-8110  
Federal Tax ID No. 56-6000336

NOT VALID WITHOUT NUMBER  
PURCHASE ORDER # 17424  
For Finance Dept use only

<b>Creative Bus Sales</b>	<b>17424</b>
Rowan Transit System	Kristy Cowden
Rowan Transit System	1/9/2019

**ASAP**

1154520-575035	2	2019 Ford Transit S4X-w/Advance Trac Roll	57,227.00	114,454.00
		Stability Control. To include: backup alarm,		
		side sliding door w/full side step, rear door		
		"open" alarm system, fire extinguisher, first		
		aid kit, Backup/Reverse camera w/4"		
		Multifunctional Display, pre-wired for 4		
		camera surveillance systems w/DVR units		
		and two-way radio cabling. Braun		
		Millennium NL1000FIB3454-2, 1000 lb Lift,		
		fully automatic, lift platform		
		approx 34" x 54"		
1154520-575035	2	Auxillary Route Red Brake Lights (2)	461.00	922.00
	2	Auxillary Red Strobe at Rear Door	431.00	862.00
	2	Diamond Donation Box	172.00	344.00
				116,582.00
			S & H	
				116,582.00

ORDER WILL BE PLACED BY: (check one) ☐ FAX ☐ MAIL ☐ PHONE ☒ INTERNET

## ORDERS \$5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES

(Enter preferred quote information above)

VENDOR NAME:	VENDOR NAME:	VENDOR NAME:
VENDOR #:	VENDOR #:	VENDOR #:
PHONE #:	PHONE #:	PHONE #:
TOTAL QUOTE:	TOTAL QUOTE:	TOTAL QUOTE:

COMMENTS: **2 Replacement vehicles under State Contract-CTP 5311 Capital Grant**

By signing below, I verify there are sufficient funds in the designated account(s) for the purchase.

*Franklin D. Barnes*  
AUTHORIZED PERSONNEL

*01/09/19*  
DATE

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice.

Rowan County is not sales tax exempt.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Finance Director  
NOT VALID WITHOUT SIGNATURE

Purchasing Agent  
NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL

DATE

**FY-19 CTP REPLACEMENT CAPITAL  
2019 FORD RAISED ROOF LIFT VAN ORDER FORM**

Send to: CREATIVE BUS SALES Vendor No.: 58-1216021  
8800 Reamers Road  
Charlotte, NC 28216  
(800) 282-7061 Ext 2726 FAX: 770-795-4344  
Cell (704) 502-3335  
ATTN: Erica Neebing e-mail: [eneebing@creativebussales.com](mailto:eneebing@creativebussales.com)

Re: Bid no. 201501047  
N.C. Department of Transportation/Public Transportation Division

P.O. No.: Project No.: 19-CT-037

Order Date: (date order placed with vendor)

From: Rowan County Contact: Franklin Barnes  
130 West Innes St. Salisbury, NC 28144  
(grant applicant/recipient) e-mail: Franklin.Barnes@rowancountys.gov  
704-318-0889 704-218-7978  
(phone number) (FAX number)

**VEHICLE ORDER**

Base Vehicle Cost		Quantity	Price #	Description	Base Unit Cost	Total Cost
		2	3	Lift Van w/ 2 stations	\$ 57,227.00	\$ 114,454.00
				All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring, Emergency roof hatch exit, Backup/Reverse camera & display		
		0	4	Lift Van w/ 3 stations	\$ 56,184.00	\$ -
				All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring, Emergency roof hatch exit, Backup/Reverse camera & display		
Partitioning Options - Required		Quantity	Item no.	Description	Option Unit Cost	Total Cost
		0	5	Lettering	\$ 358.00	\$ -
		0	6	Logo Application - Labor only	\$ 51.00	\$ -
		2	7	Auxiliary Round Red Brake Lights (2)	\$ 461.00	\$ 922.00
		2	8	Auxiliary Red Strobe at Rear Door	\$ 431.00	\$ 862.00
		0	9	Propane <input type="checkbox"/> CHG <input type="checkbox"/> Propane package	\$ 333.00	\$ -
		0	10	Transit Door System	\$ 4,736.00	\$ -
		2	11	Diamond Dorrison box	\$ 172.00	\$ 344.00
		0	12	OEM Interior - no cost	\$ -	\$ -
Non-Partitioning Options (Base cost only):						SUBTOTAL \$ 114,454.00
		0	13		\$ -	\$ -
		0	14		\$ -	\$ -
		0	15		\$ -	\$ -
		0	16		\$ -	\$ -
		0	17		\$ -	\$ -
<b>GRAND TOTAL \$ 114,454.00</b>						

**VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING**

Lettering information: Union Local Vendor  
System Name & Phone No.  
Color and Style of 6" lettering:  
Striping information:  
Vehicle to be titled to: Rowan County  
130 West Innes St.  
Salisbury, NC 28144

**VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED**

**Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).**

**RAISED ROOF VAN WITH LIFT SPECIFICATION AND PRICING INFORMATION**

2019 Ford Transit S4X with 3.7L V-6 engine; 148" wheelbase; 10,360 lb. GVWR; overall height - 107"; inside height - 77"; five (5) steel belted radial (LT195/75R16) tires; jack and tire tools; 25 gallon fuel tank; 6-speed automatic transmission with overdrive and oil-to-air cooler; power, ABS brakes (all disc); power steering; tilt wheel and cruise control; heavy duty shocks, McPherson Struts, and springs; limited slip differential; Advance Trac Roll Stability Control (RSC); heavy duty tow plug; backup alarm; inside hood latch; dual power control side-mount heated mirrors with convex; power front door windows; Passenger entry at side sliding door with full side step; front doors with power door lock & keyless remote; front doors with side step & grab bar; deluxe two-speed intermittent wipers; instrument gauges; power outlets; AM/FM radio/clock; rear door "open" alarm system; 220 amp alternator; dual battery system of 1,520 cca (2-760 cca); OEM high capacity front air conditioner/heater; OEM rear A/C and heater with front and rear vents (super engine cooling & heavy duty insulation package); privacy glass in passenger area; driver's storage area; roof vent/hatch; strobe light with on/off switch; padded stanchions and grab bars; transit-type bench seating (4" padding); 3 pt. passenger restraints; 8" seat extenders provided with each seat; Child Anchorage System provided (3-4 van); Altro smooth vinyl flooring with white center aisle; undercoating; rustproofing;

oxygen tank securement; 5 lb. ABC fire extinguisher; 24-unit first aid kit; emergency window hammer/seat belt cutter tool; triangle warning kit; and Backup/Reverse Camera included w/ 4" Multi-functional Display. All vehicles are pre-wired for four-camera surveillance systems w/ DVR units and two-way radio cabling. Braun Century II NCL1000FIB3454-2, 1,000lb Lift, interior lifts are fully automatic; lift platform approximately 34"x54" (measured 2" above surface); minimum 2 wheelchair stations; Q'Straint QRT 380 automatic retractable 4-point tie downs for each station and passenger restraints; str Quick Straps; wheelchair lift vans meet all FMVSS and ADA requirements; maximum weight lifted by lift is 800 lbs.; handrails have belt restraint between handrails; interlock system feature requires vehicle to be in park, emergency brake to be engaged, lift switch on, and lift door must be open.

#### WARRANTIES

Powertrain Limited Warranty: Engine, transmission and driveline only. 5 yrs/ 80,000 miles.

Corrosion policy "Outer-Panel Rust-Through Limited Warranty" 5yrs/unlimited miles

**Braun:** Wheelchair Lift: Millennium wheelchair lift - 5 yr Limited Warranty.

**Time:** 50,000 mile minimum tread life - check manufacturer

**Mobility Transmission Services:** 36 months on all "Alterer's" parts from the time the vehicle is delivered to the project site.

**DELIVERY:** 2019 Ford vans will be delivered in approximately 120-150 days after receipt of purchase order.

#### LIFT VAN seating arrangement:

Diagram #	Description and Base Price	Unit Cost
3	Rear Lift with 2 Mobility Aid Stations All vehicles include as standard: - Strobe light (with on/off switch) - Driver & Front Passenger step & grab bar - Camera Pre-Wiring - Emergency roof hatch exit - Backup/Reverse camera 4" display - RSC - Roll Stability Control	\$57,227.00
4	Rear Lift with 3 Mobility Aid Stations All vehicles now include as standard: - Strobe light (with on/off switch) - Driver & Front Passenger step & grab bar - Camera Pre-Wiring - Emergency roof hatch exit - Backup/Reverse camera 4" display - RSC - Roll Stability Control	\$58,184.00

#### Participating Options:

Item #	Description	Unit Cost
5	Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form 5" vinyl letters and numbers will be used on both sides of van.	\$ 359.00
6	Logo Application - System to provide decal price is for labor only	\$ 51.00 each
7	Two Round Red LED Auxiliary Brake Lights - Optonics, 7" round LED	\$ 481.00
8	Auxiliary Red Strobe Light at the rear - Federal Signal	\$ 431.00
9	Propane or CNG Prep-Package - OEM Ford (indicate which one on order form)	\$ 333.00
10	Transit Door System. Replaces passenger sliding door and includes electric door opener, lighting and lowered stepwell.	\$ 4,736.00
11	Diamond Donation Farebox 5 X 5	\$ 172.00
12	OEM Interior - no cost	\$0.00

#### Non-Participating Options (Base cost only)

NOTE: THE FOLLOWING OPTIONS ARE NOT ELIGIBLE FOR STATE/FEDERAL PARTICIPATION

12	Ford 3.2L Turbo Diesel, Front Mounted Engine - 5 yr./ 100,000 mile warranty; appropriate alternator and battery to be provided. (agency must have budgeted appropriate amount in application for this to be an eligible option)	\$ 3,521.00
13	Logo - Price includes paint and labor	\$ 150.00 each
14	Painting and trim options: a. Striping - Includes vinyl trim and labor; indicate color(s) and location on van b. Two-tone - Includes vinyl trim and labor; indicate color(s) and location on van	\$ 350.00 \$ 900.00
15	Service manual and CD	\$ 300.00
16	Additional 8" seat belt extender" "note one 8" seat extender is provided with each seat in new van"	\$ 29.00 each
17	Additional Q'Straint Quick Straps (Q5-7580) (6 Quick straps are std. with vehicle)	\$ 6.00 each
18	Diamond NV Farebox	\$ 1,335.00
19	Destination sign-Transign D-8227, electric, furnished with minimum of 15 destinations Front Only	\$ 2,150.00
20	Seon Wireless 4 Cameras/DVR system - Seon Trooper TL4 (order only for expansion vehicles)	\$ 3,628.00
21	Upgraded OEM exterior left & right side mirrors with turn signal option w/ convex	\$ 182.00
22	Advanced Fast Idle System: Automatically increases engine speed when the vehicle voltage drops below 11.5V and the vehicle is in park with the park brake set. (In-Power)	\$ 85.00
23	Stepwell De-icer - A heated stepwell that can be ordered if the Transit Door System is ordered.	\$ 600.00
24	Portable Step - approximately 14" x 19" by Safety Step	\$ 115.00

25. Bike Rack - Stainless Steel rack for the front of van (Byk-Rak)	<u>\$ 1,444.00</u>
26. Remote passenger door opener - only for Transit Door System	<u>\$ 3,840.00</u>



# ROWAN COUNTY PURCHASE ORDER

130 West Innes Street  
Salisbury, NC 28144  
Phone (704) 216-8170 Fax (704) 216-8110  
Federal Tax ID No. 56-6000336

NOT VALID WITHOUT NUMBER  
PURCHASE ORDER #  
For Finance Dept use only

Interstate Transportation Sales	17930
Rowan Transit System	Kristy Cowden
Rowan Transit System	1/10/2019

ASAP

Reg #563

1154520-575035	1	2019 Ford E-350-20' Light Transit Vehicle	51,014.00	51,014.00
		To include: reverse alarm assistance system,		
		back up camera, 2-emergency windows,		
		driver's side step 2/grab bar, emergency full		
		vision rear exit door, SMI/Transpect 1075		
		roof ventilation/emergency exit, pre-wiring for		
		4-camera surveillance system, fire extinguisher		
		first-aid kit, roof top mounted strobe light		
1154520-575035	1	Auxillary Route Red Brake Lights (2)	281.00	281.00
	1	Auxillary Amber Strobe at Rear Door	188.00	188.00
	1	Donation Farebox, small aprox 8"x8"x8"	193.00	193.00
**CONTINUED ON PAGE 2**			Total Pgs 1 & 2	113,770.00

ORDER WILL BE PLACED BY: (check one) ☐ FAX ☐ MAIL ☐ PHONE ☒ INTERNET

## ORDERS \$5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES

(Enter preferred quote information above)

VENDOR NAME:	VENDOR NAME:	VENDOR NAME:
VENDOR #:	VENDOR #:	VENDOR #:
PHONE #:	PHONE #:	PHONE #:
TOTAL QUOTE:	TOTAL QUOTE:	TOTAL QUOTE:

COMMENTS: 2 Replacement vehicles under State Contract-CTP 5311 Capital Grant

By signing below, I verify there are sufficient funds in the designated account(s) for the purchase.

Franklin Barnes 04/14/19  
AUTHORIZED PERSONNEL DATE

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to Individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice. Rowan County is not sales tax exempt.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Finance Director  
NOT VALID WITHOUT SIGNATURE

Purchasing Agent  
NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL

DATE



# ROWAN COUNTY PURCHASE ORDER

130 West Innes Street  
Salisbury, NC 28144  
Phone (704) 216-8170 Fax (704) 216-8110  
Federal Tax ID No. 56-6000336

NOT VALID WITHOUT NUMBER  
PURCHASE ORDER #  
For Finance Dept use only

Interstate Transportation Sales	17930
Rowan Transit System	Kristy Cowden
Rowan Transit System	1/10/2019

ASAP

1154520-575035	1	2019 Ford E-350--22' Light Transit Vehicle	60,298.00	60,298.00
		To include: reverse alarm assistance system,		
		back up camera, 2-emergency windows,		
		driver's side step 2/grab bar, emergency full		
		vision rear exit door, SMI/Transpect 1075		
		roof ventilation/emergency exit, pre-wiring for		
		4-camera surveillance system, fire extinguisher		
		first-aid kit, roof top mounted strobe light		
		Braun Century NCL1000(F)IB3454HB-2-		
		fully automatic slide mounted wheelchair		
		lift; lift platform is 34"x54"		
1154520-575035	1	Diamond NV Farebox	1,327.00	1,327.00
	1	Auxillary Route Red Brake Lights (2)	281.00	281.00
	1	Auxillary Amber Strobe at Rear Door	188.00	188.00
PAGE 2			Total Pgs 1 & 2	113,770.00

ORDER WILL BE PLACED BY: (check one) ☐ FAX ☐ MAIL ☒ PHONE ☐ INTERNET

## ORDERS \$5,000.00 AND OVER MUST HAVE THREE (3) INFORMAL QUOTES

(Enter preferred quote information above)

VENDOR NAME:	VENDOR NAME:	VENDOR NAME:
VENDOR #:	VENDOR #:	VENDOR #:
PHONE #:	PHONE #:	PHONE #:
TOTAL QUOTE:	TOTAL QUOTE:	TOTAL QUOTE:

COMMENTS: 2 Replacement vehicles under State Contract-CTP 5311 Capital Grant

By signing below, I verify there are sufficient funds in the designated account(s) for the purchase.

*Franklin Barnes*  
AUTHORIZED PERSONNEL

*01/14/19*  
DATE

BILLING INSTRUCTIONS: Separate invoices must be rendered for each order or shipment to individual Dept. Monthly statements are to be mailed to Finance Dept. 130 W. Innes St., Salisbury, NC. Applicable North Carolina sales and/or use tax to be invoiced as a separate item on each invoice. Rowan County is not sales tax exempt.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Finance Director  
NOT VALID WITHOUT SIGNATURE

Purchasing Agent  
NOT VALID WITHOUT SIGNATURE

This certifies the above apparatus, supplies, materials and/or services have been received and payment is requested.

AUTHORIZED PERSONNEL

DATE

**FY19 REPLACEMENT CTP CAPITAL  
2019 20 FT. WITHOUT LIFT LIGHT TRANSIT VEHICLE (LTV) ORDER FORM  
COACH & EQUIPMENT METAL BODY**

Send to: INTERSTATE TRANSPORTATION SALES Vendor No.: 36-4692932  
1321 West Fairfield Road, Suite 109  
High Point, NC 27264  
336-899-8132 Toll Free 855-399-3949 FAX: 366-899-8134  
ATTN: Ken McDowell e-mail: kmodowell@northstate.net

Re: Bid no. 201600503  
N.C. Department of Transportation/Public Transportation Division

P.O. No.: \_\_\_\_\_ Project No.: **19-CT-037**

Order Date: \_\_\_\_\_  
(date order placed with vendor)

From: Rowan County Contact: Franklin Barnes  
130 West Jones St. Salisbury, NC 28144  
(grant applicant/recipient) e-mail: Franklin.Barnes@rowancountync.gov  
704-216-8889 704-216-7978  
(phone number) (FAX number)

**VEHICLE ORDER**

Base vehicle price:				
Quantity	Item no.	Description	Base Unit Cost	Total Cost
1	A-1	13 seats - plan A-1	\$ 51,014.00	\$ 51,014.00
<b>Options-Standard</b>				
Q	1	Lettering	\$ 179.00	\$ -
Q	2	Logo labor only	\$ 67.00 ea./logo	\$ -
1	3	Auxiliary Round Red Brake Lights	\$ 281.00	\$ 281.00
1	4	Auxiliary Amber Strobe at Rear Door	\$ 188.00	\$ 188.00
1	5	Donation Farebox, small approx 8"x6"	\$ 193.00	\$ 193.00
Q	6	6.0L GM Gas Powered Engine	\$ 1,290.00	\$ -
Q	7	Telma Brake Retarder	\$ 6,782.00 *	\$ -
Q	8	Add Emergency Window Exits (up to 3)	\$ 45.00 ea.	\$ -
Q	9	Blue Rock (stainless steel)	\$ 1,324.00 **	\$ -
<b>Non-Participating Options (local cost only):</b>				
Q	10		\$ -	\$ -
Q	11		\$ -	\$ -
Q	12		\$ -	\$ -
Q	13		\$ -	\$ -
Q	14		\$ -	\$ -

\*available to systems in the mountain areas, must have enough in budget to cover cost  
\*\* you must have budgeted for this in your application to order this item.

EXTERIOR COLOR: The basic body of the Coach & Equipment is white.

INTERIOR SEATING SELECTION: Predictions Silversurf CODE: 595

\*Seat coverings are listed after options on page 3

Lettering information: \_\_\_\_\_ Using local option for lettering  
(System Name & Phone No.)

Color and Style of 4" lettering: \_\_\_\_\_ N/A

Striping/Tu-Tone information: Striping (1 code): N/A Tu-Tone (2 codes): N/A N/A

Vehicle to be titled to: Rowan County  
130 West Jones St  
Salisbury, NC 28144

**VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED**

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on Insp. form).

**20 FT. LTV - METAL BODY**  
**SPECIFICATION AND PRICING INFORMATION**

**Chassis:**

2019 Ford E-350 cutaway chassis with 6.8L gasoline engine; 11,500 lb. GVWR; 96" overall width; 113" overall height; 260" length; 138" wheelbase; 4,600 lbs. front axle/ 7,800 lbs. rear axle/ 4:56 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 33 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R18E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1300 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

**Body:**

Coach & Equipment has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMU/Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; Backup camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 35,000 BTU's and rear a/c, 53,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors; and roof top mounted strobe light.

**Warranty:**

Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford/GM)  
 Power Train - 5 years/60,000 miles (Ford/GM)  
 Chassis Corrosion warranty - 5 years/ unlimited miles (Ford/GM)  
 Body Conversion warranty - 3 years/36,000 miles (Coach & Equipment)  
 Body Structure warranty - 5 years/75,000 miles (Coach & Equipment)  
 Air Conditioning (add on unit) - 24 months (ACC Climate Con  
 Tire Warranty - 50,000 miles

**DELIVERY: Approximately 120 days from receipt of chassis**

**TERMS: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).**

**Light Transit Vehicle seating arrangements:**

*Item/Diagram number and base price*

A1	13 Passenger vehicle	\$ 51,014.00
----	----------------------	--------------

**FLOOR PLAN:** See Tab label at bottom - A-1 FLOOR PLAN

**Options:**

*Item #*

- |    |   |                   |
|----|---|-------------------|
| 1. | Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form<br>4" letters and numbers will be used on both sides of van   | \$ 179.00         |
| 2. | Logo - System must provide decal; price is for labor only.  | \$ 67.00 ea./logo |
| 3. | Auxiliary Round Red LED Brake Lights - two round 7" brake lights; one on each side of vehicle above OEM brake lights.   | \$ 281.00         |
| 4. | Auxiliary Amber Strobe light; located either above rear door or to the right of door. Light shall be wired to illuminate when vehicle is stopped and front door is opened. This strobe is not the same as standard strobe on top of vehicle.        | \$ 188.00         |
| 5. | Donation Farebox, small approx 8"x8"x8"   | \$ 193.00         |
| 6. | 6.0L GM Gas Powered Engine. Price includes Chevy Chassis  | \$ 1,280.00       |
| 7. | Telma brake retarder - for mountain areas only  | \$ 6,782.00       |
| 8. | Additional Emergency Window Exits - order up to 3 more on vehicle   | \$ 45.00 ea.      |
| 9. | Bike Rack - Sportsworld DL2 bike rack mounted on front of bus<br>(agency must have budgeted appropriate amount in application to order this option, however this option can be ordered as non-participating option if system did not budget for it) | \$ 1,324.00       |

**Non-Participating Options (local cost only)**

**NOTE: THE FOLLOWING OPTIONS ARE NOT ELIGIBLE FOR STATE/FEDERAL PARTICIPATION**

- |     |                                     |           |
|-----|-------------------------------------|-----------|
| 10. | Ford Chassis Service manual/CD only | Not Avail |
|-----|-------------------------------------|-----------|

11.	Ford Manufacturing Parts manual/VCD only	Not Avail
12.	Alternative Fuel - Propene Bi-Fuel Conversion Kit Option (Ford)	\$ 6,919.00
13.	USSC GZE-IP adjustable driver's seat	\$ 977.00
	a) Arm rest-right side	std.
	b) Air suspension option	\$ 1,769.00
14.	Recaro Ergo LXS adjustable driver's seat	\$ 870.00
15.	Paint, trim, two-tone, and logo options: *prices listed are maximum costs, please contact Interstate for quote for your system.	
	a) Striping - Includes paint and labor; indicate color and location on vehicle	\$ 763.00
	b) Striping - Includes vinyl trim and labor; indicate color and location on vehicle	\$ 763.00
	c) Two-tone - Includes paint and labor; indicate color(s) and location on vehicle	\$ 951.00
	d) Two-tone - Includes vinyl trim and labor; indicate color(s) and location on vehicle	\$ 951.00
	e) Logo - Includes paint and labor; provide design copy and location on vehicle	\$ 128.00
	*Striping (1 color) and Tu-tone (2 colors) Option. Contact Interstate Transportation Sales for details.	
16.	Additional 24" seat belt extender (*note 2-24" are included with each vehicle)	\$ 21.00 each
17.	Diamond NV Farebox	\$ 1,327.00
18.	Genfare Pacemaker Farebox	Not Avail
19.	Fogmaker suppression system	\$ 3,809.00
20.	Jomarr Fire suppression system	\$ 2,833.00
21.	Amerex Fire suppression system	\$ 2,295.00
22.	Freedman Integrated Child Seat that replaces forward facing bench seat	\$ 601.00
23.	Freedman Double Three step-foldaway bench seats in lieu of a permanent forward facing seat	\$ 313.00
24.	Freedman Featherweight High Back seats in lieu of standard mid back permanent forward facing seats (includes appropriate foldaway seats).	\$ 295.00
25.	Upgraded LTV door frame to 14 ga. stainless steel	\$ 487.00
26.	Upgraded LTV stepwall to 14 ga. stainless steel with 10 ga. Steps (Item 2 4.7)	\$ 243.00
27.	Seon Wireless 4 Cameras/DVR system - Seon Trooper TL4	\$ 2,162.00
28.	OEM engine block heater option	\$ 85.00
29.	Upgraded automatic heated side mirrors w/ turn signal- Roscoe	\$ 238.00
30.	Extended Warranty Option Plan 1- Coverage available for Ford and GM Vehicles	Not Avail

Exterior Color: The basic body of the Coach ECI is white.

Seat Fabric and Color: Interior panels will be a light gray. Seating is available in either vinyl or cloth;

selections are listed below. Choose one and indicate selection on order form. Include type, color and code number.

[http://www.freedmanseating.com/fabrics/level\\_3/](http://www.freedmanseating.com/fabrics/level_3/)

Vinyl Covering Colors
Level 3 - Predictions & Cameo
(607) Predictions Claret
(588) Cameo Ivy
(595) Predictions Silversurf
(600) Clipper Blue
(610) Predictions Misty Bay
(612) Predictions Indigo

Fabric Covering Colors
Level 3 - Regions Fabric (Solid Color)
(48301) Pacific Rosa (48303) Pacific Navy
(48302) Pacific Dk. Blue (48304) Pacific Green
Level 3 - Regions Fabric (Tweed Fabrics)
(48701) Midwest Merlot (48802) Midwest Pippin
(48803) Midwest Bluetta (48306) Pacific Grey
(48804) Midwest Blackberry

**FY19 CTP REPLACEMENT CAPITAL  
2019 22 FT. LIGHT TRANSIT VEHICLE (LTV) ORDER FORM  
COACH & EQUIPMENT METAL BODY**

Send to: INTERSTATE TRANSPORTATION SALES Vendor No.: 36-4692932  
1321 West Fairfield Road, Suite 109  
Highpoint, NC 27264  
Toll Free (855) 399-3949 FAX: 366-899-8134  
(336) 899-8132  
ATTN: Ken McDowell e-mail: krmcdowell@northstate.net

Re: Bid no. 201600503  
N.C. Department of Transportation/Public Transportation Division

P.O. No.: \_\_\_\_\_ Project No.: **19-CT-037**

Order Date: \_\_\_\_\_  
(date order placed with vendor)

From: Rowan County Contact: Franklin Barnes  
130 West Innes St. Salisbury, NC 28144  
(grant applicant/recipient) e-mail: Franklin.Barnes@rowancountync.gov  
704-216-8888 704-216-7878  
(phone number) (FAX number)

**VEHICLE ORDER**

**Base vehicle price:**

Quantity	Item no.	Description	Base Unit Cost	Total Cost
1	B-2	Lift - 2 rear wc stations	\$ 60,288.00	\$ 60,288.00
<b>Options-Itemized</b>			<b>QUANTITY OF BASIC LTVs</b>	<b>\$ 60,288.00</b>
0	1	Lettering	\$ 179.00	\$ -
0	2	Logo - Inbar only	\$ 67.00 ea./logo	\$ -
0	3	8.0 Chevy Gas Engine	\$ 476.00	\$ -
0	4	Truma Brake Retarder	\$ 7,178.00	\$ -
0	5	Transition destination sign - electronic	\$ 2,509.00	\$ -
0	6	Passenger touch tape stop request	\$ 158.00	\$ -
1	7	Diamond NV Farebox	\$ 1,327.00	\$ 1,327.00
0	8	REI P.A. System w/ AM/FM/CD	\$ 435.00	\$ -
1	9	Auxiliary Round Red Brake Lights	\$ 281.00	\$ 281.00
1	10	Auxiliary Amber Strobe at Rear Door	\$ 188.00	\$ 188.00
0	11	Adtl Emergency Window Exits (up to 3)	\$ 45.00 ea.	\$ -
0	12	Bike Rack (stainless steel)	\$ 1,304.00	\$ -
<b>Non-Participating Options (local cost only):</b>			<b>QUANTITY OF PARTICIPATING OPTIONS</b>	<b>\$ -</b>
0	13		\$ -	\$ -
0	14		\$ -	\$ -
0	15		\$ -	\$ -
0	16		\$ -	\$ -
			<b>GRAND TOTAL</b>	<b>\$ 61,615.00</b>

\* you must have budgeted for this in your application to order this item.

EXTERIOR COLOR: The basic body of the Coach & Equipment is white.

INTERIOR SEATING SELECTION: Predilions Silversurf CODE: 585

\*Seat coverings are listed after options on page 3

Lettering information: \_\_\_\_\_ Using Local Vendor  
(System Name & Phone No.)  
Color and Style of 4" lettering: \_\_\_\_\_ N/A

Striping/Tu-Tone information: Striping (1 code): N/A Tu-Tone (2 codes): N/A N/A

Vehicle to be titled to: Rowan County  
130 West Innes St  
Salisbury, NC 28144

**VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED**

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

**22 FT. LTV - METAL BODY  
SPECIFICATION AND PRICING INFORMATION**

Chassis:  
2019 Ford E-350 cutaway chassis with 6.8L V-10, gasoline engine; 12,500 lb. GVWR; 96" overall width; 114" overall height; 283" length; 158" wheelbase; 4,600 lbs. front axle/ 8,500 lbs. rear axle/ 4:56 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 33 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle;

12 volt heavy duty electrical system; dual batteries, 1500 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; InterMotive Flex-tech System Programmable Relay Power Center (PRPC); LED lighting except for OEM chassis lights; and HELP type bumpers.

**Body:**

Coach & Equipment has exterior reinforced fiberglass plastic panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; backup camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 65,000 BTU's and rear a/c, 75,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter and warning reflectors, and roof top mounted strobe light.

**Wheelchair lift** (meets all requirements of the American with Disabilities Act and the FMVSS):

Braun Century NCL1000(F)B3454HB-2, fully automatic side mounted wheelchair lift; lift platform is 34"x 54"; minimum of 2 wheelchair stations offered; Q'Straint QRT-360 4-point wheelchair tie-down system and 3-point passenger restraint systems; six Q'Straint Quick straps; and backup manual over-ride system. A handrail restraint (belt) between the two handrails will be provided for extra security for passengers.

**Warranty:**

Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford/Chevy)

Power Train - 5 years/60,000 miles (Ford/Chevy)

Chassis Corrosion warranty - 5 years/ unlimited miles (Ford/Chevy)

Body Conversion warranty - 3 years/36,000 miles (Coach & Equipment)

Body Structure warranty - 5 years/75,000 miles (Coach & Equipment)

Air Conditioning (add on unit) - 24 months (ProAir ACT System )

Tire warranty - 60,000 miles

Wheelchair lift - 5 years Limited Warranty (Braun)

**DELIVERY:** Approximately 120 days from receipt of chassis

**TERMS:** Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).

**Light Transit Vehicle seating arrangements:**

Item/Diagram number and base price

B2	Wheelchair lift vehicle - side-rear location; 8 forward facing passenger seats, 3 double foldaway bench seats with 2 wheelchair/mobility aid device stations	\$ 60,298.00
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**FLOOR PLAN:** See Tab label at bottom - B-2 FLOOR PLAN

**Options:**

Item #

1.	Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form 4" letters and numbers will be used on both sides of van	\$ 179.00
2.	Logo - System must provide decal; price is for labor only.	\$ 67.00 ea./logo
3.	6.0L GM Gas Powered Engine. Price includes Chevy Chassis	\$ 1,514.00
4.	Telmab brake retarder - for mountainous counties only. (agency must have budgeted appropriate amount in application to order this option)	\$ 7,178.00
5.	Destination sign-Transign D-3114, electric, furnished with minimum of 15 destinations: Front \$ 1,272.00 15 destinations: Side \$ 1,237.00 *Destination sign is only available for fixed route and deviated fixed route vehicles	
6.	Passenger touch tape stop request *Passenger signal bell is only available for fixed route vehicles.	\$ 158.00
7.	Diamond NV Farebox *Fare box is only available for fixed route or deviated fixed route vehicles.	\$ 1,327.00
8.	REI P.A. system (4 speakers) with AM/FM/CD *PA system is only available for fixed route or deviated fixed route vehicles	\$ 435.00
9.	Auxiliary Round Red LED Brake Lights - two round 7" brake lights; one on each side of vehicle above OEM brake lights.	\$ 281.00
10.	Auxiliary Amber Strobe light; located either above rear door or to the right of door. Light shall be wired to illuminate when vehicle is stopped and front door is opened. This strobe is not the same as standard strobe on top of vehicle.	\$ 188.00
11.	Additional Emergency Window Exits - order up to 3 more on vehicle	\$ 45.00 ea.
12.	Bike Rack - Stainless steel bike rack mounted on front of bus (agency must have budgeted appropriate amount in application to order this option)	\$ 1,324.00

**Non-Participating Options (local opt only)**

NOTE: THE FOLLOWING OPTIONS ARE NOT ELIGIBLE FOR STATE/FEDERAL PARTICIPATION.

13.	Ford Chassis Service /Parts manual	N/A
14.	GM/Chevrolet Chassis Service/Parts manual	N/A

15.	Alternative fuels - Propane Bi-fuel Conversion Kit option	\$ 6,919.00
16.	Alternative fuels - Propane Fuel Option	\$ 15,514.00
17.	Alternative fuels - Dedicated CNG Option	\$ 20,757.00
18.	Alternative fuels - Kinetics Hybrid	\$ 29,396.00
19.	Hubometer	\$ 95.00
20.	USSC G-2E-LP adjustable driver's seat with armrest	\$ 977.00
	a) Arm rest-right side	std.
	b) Air suspension option with armrest	\$ 1,799.00
21.	Recaro Ergo LXS adjustable driver's seat	\$ 670.00
22.	Paint, trim, two-tone, and logo options: *prices listed are maximum costs, please contact NBS for quote for your system.	
	a) Striping - Includes paint and labor; indicate color and location on vehicle	\$ 763.00
	b) Striping - Includes vinyl trim and labor; indicate color and location on vehicle	\$ 763.00
	c) Two-tone - Includes paint and labor; indicate color(s) and location on vehicle	\$ 981.00
	d) Two-tone - Includes vinyl trim and labor; indicate color(s) and location on vehicle	\$ 981.00
	e) Logo - Includes paint and labor; provide design copy and location on vehicle	\$ 128.00
	*Striping (1 color) and Tu-tone (2 colors) Option: Contact National Bus Sales for details.	
23.	Additional 24" seat belt extender ("note 2-24" are included with each vehicle)	\$ 21.00 each
24.	Additional Q'Strain Quick Straps. (6 Quick straps are std. with vehicle)	\$ 5.00 each
25.	Twin Vision Electronic destination sign:	Front \$ 2,346.00
		Side \$ 1,852.00
26.	Diamond Donation Farebox, small approx 8"x8"x8"	\$ 199.00
27.	Gentare Pacemaker Farebox with extra vault	Not Avail
28.	GFI Electronic Farebox - Odyssey	\$ 16,005.00
29.	Clever Devices AVA	N/A
30.	REI Transit P.A. System	\$ 432.00
31.	Pull Cord, stop request signal system	\$ 574.00
32.	Fogmaker suppression system	\$ 3,609.00
33.	Jomarr Fire suppression system	\$ 2,833.00
34.	Amerex Fire suppression system	\$ 2,295.00
35.	Freedman Integrated Child Seat that replaces forward facing bench seat	\$ 601.00
36.	Freedman Double Three step-foldaway bench seats in lieu of a permanent forward facing seat	\$ 313.00
37.	Freedman Featherweight High Back seats in lieu of standard mid back permanent forward facing seats (includes appropriate foldaway seats). B-2	\$ 171.00
38.	Upgraded LTV door frame to 14 ga. stainless steel	\$ 467.00
39.	Upgraded LTV stepwell to 14 ga. powder coated stainless steel	\$ 243.00
40.	Seon Wireless 4 Cameras/DVR system - Seon Trooper TL4	\$ 2,162.00
41.	Upgraded automatic heated side mirrors w/tum signal - Rosco	\$ 238.00
42.	ProAir ACT system upgrade 97,000 BTU	\$ 1,718.00

Exterior Color: The basic body of the Coach & Equipment is white.

Seat Fabric and Color: Interior panels will be a light gray. Seating is available in either vinyl or cloth; selections are listed below. Choose one and indicate selection on order form. Include type, color and code number.

[http://www.freedmanseating.com/fabrics/level\\_3/](http://www.freedmanseating.com/fabrics/level_3/)

Vinyl Covering Colors
Level 3 - Predictions & Cameo
(607) Predictions Claret
(586) Cameo Ivy
(595) Predictions Silversurf
(600) Clipper Blue
(610) Predictions Misty Bay
(612) Predictions Indigo

Fabric Covering Colors
Level 3 - Regions Fabric (Solid Color)
(48301) Pacific Rosa (48303) Pacific Navy
(48302) Pacific Dk. Blue (48304) Pacific Green
Level 3 - Regions Fabric (Twined Fabrics)
(48701) Midwest Merlot (48802) Midwest Pippin
(48803) Midwest Bluette (48306) Pacific Grey
(48804) Midwest Blackberry

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** January 25, 2019  
**SUBJECT:** Purchase of Track Loader for Environmental Management

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Please see the attached information.

Please approve a contract with Carolina CAT for the purchase of a 289D Track Loader at a cost not to exceed \$72,526 for Environmental Management.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Purchase of Track Loader for Environmental Management	1/29/2019	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 *PH*  
David Sifford, Purchasing Agent *DS*

**Re:** Approval to Purchase a Track Loader for Environmental Management

**Date:** January 25, 2019

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In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Carolina CAT, authorized dealer for Caterpillar, Inc., has agreed to extend to the County the same price and terms as set forth in its contract with Sourcewell/NJPA (Sourcewell/NJPA contract #032515) for the purchase of one 289D Track Loader. The cost of the track loader, excluding taxes, is \$72,526. Attached is the Contract Acceptance and Award certification from Sourcewell/NJPA and the quote for the new equipment from Carolina CAT. The Sourcewell/NJPA bid documents are on file in the Purchasing Office. The purchase of the compactor is within the approved fiscal year 2019 budget.

**Staff's Recommendation:** The Department of Environmental Management and the Finance Department recommend that a contract be awarded to Carolina CAT for the purchase of a 289D Track Loader at a cost not to exceed \$72,526.





## Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 032515 | HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,  
ATTACHMENTS, AND SUPPLIES**

\_\_\_\_\_  
Caterpillar, Inc  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19<sup>th</sup>, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: \_\_\_\_\_

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this PM

day of May

, 20 15

NJPA Contract Number 032515-CAT

NJPA Authorized signature: \_\_\_\_\_

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 19<sup>th</sup>

day of May

, 20 15

NJPA Contract Number 032515-CAT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CATERPILLAR INC.

Vendor Authorized signature: \_\_\_\_\_

Mike Hynes

MIKE HYNES

(Name printed or typed)

Title: GOVERNMENTAL ACCOUNT MANAGER

Executed this 20<sup>th</sup>

day of MAY

, 20 15

NJPA Contract Number 032515-CAT

Carolina



## SALES AGREEMENT

Carolina CAT, 9000 Statesville Road, Charlotte, NC 28269  
Phone (800) 277-1212

DATE Sep 26, 2018  
Quote No 155970

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

PURCHASER <u>ROWAN COUNTY ENVIRONMENTAL</u>			
STREET ADDRESS <u>PO BOX 430</u>		<SAME>	
CITY/STATE <u>EAST SPENCER, NC</u>	COUNTY <u>ROWAN</u>		
POSTAL CODE <u>28039-0430</u>	PHONE NO. <u>704 216 8589</u>		
CUSTOMER CONTACT: <u>EQUIPMENT</u> <u>JEFF BOYD</u>			
PRODUCT SUPPORT			
INDUSTRY CODE: <u>AIR/WATER RESOURCES &amp; WASTE MGT.</u>		F.O.B. AT: <u>Woodleaf, NC</u>	
PRINCIPAL WORK CODE <u>GC(9511)</u>			
CUSTOMER NUMBER <u>688925</u>	Sales Tax Exemption # (if applicable) <u>N/A</u>	CUSTOMER PO NUMBER	
PAYMENT TERMS: <span style="float:right">(All terms and payments are subject to Finance Company - OAC approval)</span> NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> ISC <input type="checkbox"/> LEASE <input type="checkbox"/> CASH WITH ORDER \$0.00 BALANCE TO FINANCE \$0.00 CONTRACT INTEREST RATE 0.00 PAYMENT PERIOD PAYMENT AMOUNT \$0.00 NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT			
<b>DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED</b>			
MAKE: CATERPILLAR INC.		MODEL: 289D	YEAR: 2018
STOCK NUMBER: TBA		SERIAL NUMBER: TBA	SMU: NEW
289D CTL DCA2	522-7486	TRACK, RUBBER, 450MM (17.7IN) BLCK	372-5790
		PRODUCT LINK, CELLULAR PL240	441-4818
		BUCKET-GP, 80", BOT	279-5378
INCLUDES:		BRUSHCUTTER, BR272, 72" HF	424-0435
345-5289 289D CTL TIER 4 FINAL HRC		GMP GOVERNMENTAL PROGRAM	
421-0340 CONVERSION ARRANGEMENT			
522-2549 CERTIFICATION ARR. (US/Canada)			
468-0737 PACKAGE, PERFORMANCE, (H3)			
485-0415 CONTROL, ISO, PROP, WT			
345-4937 RIDE CONTROL, NONE			
357-0248 RUBBER BELT, 2 SPD, TF IDLERS			
345-4919 ROPS, ENCLOSED WITH A/C (C3)			
345-6359 SEAT, AIR SUSPENSION, CLOTH, HEAT			
345-6260 DOOR, CAB, POLYCARBONATE			
465-3706 DISPLAY, ADVANCED, LDC			
515-8591 QUICK COUPLER, HYDRAULIC			
345-5148 COUNTERWEIGHT, MACHINE, EXTERNAL			
345-3556 HEATER, ENGINE COOLANT, 120V			
345-6175 RADIO READY			
258-4095 SEAT BELT, 2"			
486-6957 FAN, COOLING, DEMAND			
481-3908 BATTERY, XTRA HVY DUTY, DISC			
495-1672 LIGHTS, HALOGEN			
INSTRUCTIONS, ANSI, USA	388-8151		
FILM, SELF LEVEL, ANSI	435-9238		
<b>TRADE-IN EQUIPMENT</b>			
MODEL: _____	YEAR: _____	SN: _____	SELL PRICE \$72,525.89
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE \$72,525.89
MODEL: _____	YEAR: _____	SN: _____	ROWAN COUNTY (7%) \$5,076.81
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SUBTOTAL \$77,602.70
MODEL: _____	YEAR: _____	SN: _____	TOTAL (APPLICABLE TAXES MAY APPLY) \$77,602.70
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY INITIAL _____ The customer acknowledges that he has received a copy of the CAROLINA CAT Inc./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 2 Years / 2000 Hours Premier Warranty		<input type="checkbox"/> USED EQUIPMENT WARRANTY INITIAL _____ All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:	
CSA: _____			
NOTES: _____			

ORDER RECEIVED BY Carolina Tractor & Equipment  
Paul Carpenter

REPRESENTATIVE

APPROVED AND ACCEPTED ON \_\_\_\_\_  
ROWAN COUNTY ENVIRONMENTAL

PURCHASER

BY

SIGNATURE

PURCHASER

## TERMS AND CONDITIONS

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CAROLINA CAT the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
- 2. Purchase of Equipment.** CAROLINA CAT will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but CAROLINA CAT will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CAROLINA CAT, are not a part of this Agreement, and shall be of no effect or binding upon CAROLINA CAT unless specifically agreed to in writing by an authorized officer of CAROLINA CAT. Failure by CAROLINA CAT specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CAROLINA CAT or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CAROLINA CAT and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CAROLINA CAT in Section 6 of this Agreement. CAROLINA CAT shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CAROLINA CAT in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CAROLINA CAT to Purchaser shall terminate without further notice to Purchaser. CAROLINA CAT retains, and Purchaser hereby grants CAROLINA CAT, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CAROLINA CAT in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CAROLINA CAT deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CAROLINA CAT or CAROLINA CAT's agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CAROLINA CAT to the invoice where CAROLINA CAT has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CAROLINA CAT is not required to collect such tax, Purchaser agrees to provide CAROLINA CAT with any documentation necessary to support such a claim and to allow CAROLINA CAT to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CAROLINA CAT's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CAROLINA CAT that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CAROLINA CAT's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CAROLINA CAT's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend and hold CAROLINA CAT harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CAROLINA CAT for any portion of such liabilities that result from CAROLINA CAT's gross negligence or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CAROLINA CAT. EXCEPT FOR THE FOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROLINA CAT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL CAROLINA CAT BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CAROLINA CAT EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CAROLINA CAT'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** CAROLINA CAT shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Charlotte, North Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in North Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in North Carolina for such purpose.
- 15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and CAROLINA CAT with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CAROLINA CAT's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

PURCHASE INITIAL HERE \_\_\_\_\_

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** January 29, 2019  
**SUBJECT:** Sponsor NC Department of Transportation Meeting at Transportation Museum

---

The Chamber of Commerce will be hosting a meeting of the North Carolina Department of Transportation Board (DOT) on March 5, 2019 at the Transportation Museum in Spencer. There will be approximately 50 DOT board members and staff, along with 25 community leaders.

The Chamber has requested the County consider sponsoring the meeting.

Authorize sponsorship in the amount of \$2,500.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
No Attachments Available		

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



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** 01/29/19  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

**Description**

Budget Amendments

**Upload Date**

1/29/2019

**Type**

Budget Amendment



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

### EXPLANATION IN DETAIL:

To appropriate fund balance and expenditures in the Risk Manager Fund for payment of attorney's fees

Prepared by: \_\_\_\_\_

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

**BUDGET INFORMATION:**

Reviewed: \_\_\_\_\_

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Balance	R	5146010-495000	235,000	
Claims Expense	E	5156010-590003	35,000	
Claims Expense	E	5156020-590003	200,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: ✓		Approved:	Budget Revision # 07-624	
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 1/25/19		Date:	Posted by:	
Signature: PEH		Signature:		

**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:** 01/29/2019  
**SUBJECT:** Monthly Board Appointments

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Consider Monthly Board Appointments	1/29/2019	Cover Memo

## **MONTHLY BOARD APPOINTMENTS**

**February 4, 2019**

### **COMMISSION MEETING**

---

#### **BOSTIAN HEIGHTS VOLUNTEER FIRE DEPARTMENT-FIRE COMMISSIONERS**

There are 3 vacancies and the following applications have been submitted:

- Larry "Randall" St. Clair- for reappointment
- Randall Faggart- for reappointment
- Jody Burleyson

If appointed, each will serve a 2-year term beginning February 4, 2019 and ending January 31, 2021.

#### **CENTRALINA ECONOMIC DEVELOPMENT COMMISSION**

Mr. David Post's term as a Private Sector Member, is set to expire on February 28, 2019. Mr. Rod Crider has applied to fill the upcoming vacancy. If appointed, Mr. Crider will serve a 3-year term beginning March 1, 2019 and ending February 28, 2022.

#### **HISTORIC LANDMARKS COMMISSION**

Ms. Patricia Beck's term as an At-Large Member expired on January 31, 2019. Ms. Beck has continued her service to this board, and if reappointed, will serve a 3-year term retroactive to February 1, 2019 and ending January 31, 2022.

There is one additional At-Large vacancy, and Mr. William Kepley has applied. If appointed, Mr. Kepley will serve a 3-year term beginning February 4, 2019 and ending January 31, 2022.

#### **TOWN OF FAITH PLANNING BOARD ETJ**

There is one Alternate vacancy, and Ms. Cynthia Ehrman has applied. If appointed, Ms. Ehrman will serve a 2-year term beginning February 4, 2019 and ending January 31, 2021.

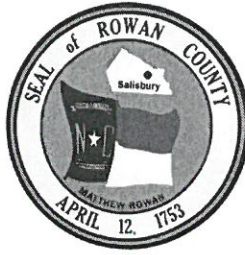
#### **TOWN OF ROCKWELL PLANNING BOARD ETJ**

There is one At-Large Vacancy, and Mr. Jereme Linker has applied. If appointed, Mr. Linker will serve a 3-year term beginning February 4, 2019, and ending January 31, 2022.

#### **CURRENT AND/OR UPCOMING VACANCIES:**

- Adult Care Home Advisory Committee- 12 vacancies (At Large Appointments)
- Board of Public Health-2 vacancies (1 Veterinarian, and 1 Pharmacist Appointment)
- Cardinal Innovations Healthcare Solutions- 1 vacancy (Consumer or Family Member)
- City of Salisbury Zoning ETJ-3 vacancies (1 At Large, and 2 Alternate Appointments)
- Historic Landmarks Commission- 1 vacancy (1 At Large Appointment)
- Home and Community Care Block Grant Advisory Committee- 1 vacancy (Member of the Region F Advisory Committee Appointment)
- Industrial Facilities and Pollution Control Finance Authority- 3 vacancies (At Large Appointments)
- Juvenile Crime Prevention Council- 3 vacancies (1 Chief of Police/Designee, 1 Substance Abuse Professional, and 1 Non-Profit Agency Appointment)
- Nursing Home Advisory Committee-5 vacancies (At Large Appointments)
- Region F Aging Advisory Committee- 1 vacancy (At Large Appointment)

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



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

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

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

<b><u>Name:</u></b> Larry Randall St. Clair	<b><u>Date:</u></b> 01/24/2019
<b><u>Address:</u></b> 1185 E NC 152	<b><u>Home Phone:</u></b> 704-239-4468
<b><u>City, State, Zip:</u></b> China Grove, NC 28023	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> randy.st.clair@rowancountync.gov	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> SRHS  AA in Criminal Justice	
<b><u>Current Employer:</u></b> Rowan County Sheriffs Office	<b><u>Occupation:</u></b> Patrol LT
<b><u>I am interested in the following Board / Commission:</u></b> Commission	
<b><u>Recent Community Activities:</u></b> Fire Commission	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I have lived in this community since 1972, and served in law enforcement for 38 years.	
<b><u>Have you ever been convicted of a felony:</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	
<b><u>I have reviewed the information contained in this application, and by initialing below certify that the</u></b>	

information is true and correct.

Initial: LRS



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

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

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

<b><u>Name:</u></b> Randall Max Faggart	<b><u>Date:</u></b> 01/24/2019
<b><u>Address:</u></b> 2670 Daugherty Road	<b><u>Home Phone:</u></b> 704-857-8580
<b><u>City, State, Zip:</u></b> China Grove, NC 28023	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> rfaggart@gmail.com	<b><u>Work Phone:</u></b> 7049609539
<b><u>Education:</u></b> BS in Fire and Safety Eng. Technology from UNC-Charlotte / AAS Fire Science and Industrial Safety from RCCC / Graduated High School at South Rowan.	
<b><u>Current Employer:</u></b> Retired	<b><u>Occupation:</u></b> Fire Investigator/ Div. Chief
<b><u>I am interested in the following Board / Commission:</u></b> Bostian Heights Fire Department Fire Commissioner.	
<b><u>Recent Community Activities:</u></b> Helping older neighbors with things around their houses.	
<b><u>Why do you feel you are qualified for this appointment:</u></b> Worked as the Rowan County Fire Marshal then worked as a Division Chief at Kannapolis Fire Department. Submitted budgets and worked within that budget for a year.	
<b><u>Have you ever been convicted of a felony:</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	
<b><u>I have reviewed the information contained in this application, and by initialing below certify that the</u></b>	

information is true and correct.

Initial: RMF



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

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

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

<b><u>Name:</u></b> Jody Scott Burleyson	<b><u>Date:</u></b> 01/25/2019
<b><u>Address:</u></b> 10120 Old Concord Rd	<b><u>Home Phone:</u></b> 704-202-0432
<b><u>City, State, Zip:</u></b> Salisbury, NC 28023	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> jody.burleyson@rowancountync.gov	<b><u>Work Phone:</u></b> 704-216-8700
<b><u>Education:</u></b> Bachelor's Degree: Wingate College 1990	
<b><u>Current Employer:</u></b> Rowan County Sheriff's Office	<b><u>Occupation:</u></b> Patrol Lieutenant
<b><u>I am interested in the following Board / Commission:</u></b> Bostian Heights Fire Department Commission	
<b><u>Recent Community Activities:</u></b> I have participated in numerous church, school, and law enforcement activities that have directly impacted the community.	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I have been employed with the Rowan County Sheriff's Office for over 20 years and have worked very closely with our Fire Departments, EMS and First Responders. I have also been a member of the RCSO Special Response Team for 18 years. I have been on numerous advisory boards over the last 25 years, including the Rowan Transit System.	
<b><u>Have you ever been convicted of a felony:</u></b> No	

If the answer is yes above, please explain:

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

Initial: JB

# CENTRALINA ECONOMIC DEVELOPMENT COMMISSION

## Board Members

### Chairman

LaWana Mayfield  
Charlotte City Council

### Vice-Chairman

Bill Thunberg  
Lake Norman  
Transportation Commission

### Treasurer/Secretary

Astrid Chirinos  
Simmons YMCA

Frank Aikins  
Miles Atkins  
Mark Brady  
Cliff Brumfield  
Antony Burton  
Joe Carpenter  
Mike Downs  
Greg Edds  
Trevor Fuller  
Donny Hicks  
Bob Hovis  
Leslie Johnson  
Beth Jones  
David Post  
Russ Rogerson  
Mark Seifel  
Melanie Underwood  
Jarvis Woodburn

### Ex-Officios

Mike Manis, CEDC  
President/COO

Jim Prosser, ED  
Centralina COG

9815 David Taylor Drive  
Charlotte, NC 28262  
Phone: (704) 372-2416  
Fax: (704) 347-4710

<http://www.centralinaedc.org/>



Mr. Aaron Church, Manager  
Rowan County  
130 W Innes St.  
Salisbury, NC 28144

December 13, 2018

## Re: Recommendation for Board Appointment to the CEDC

Dear Mr. Church,

Rowan County participates in the Centralina Economic Development Commission (CEDC), an entity organized as a public non-profit in 2005 to support key activities proposed in the Centralina Regional Comprehensive Economic Development Strategy (CEDS). The Rowan County Board of Commissioners endorsed the formation of the CEDC in 2004. The CEDC meets quarterly on the third Thursday of the approved meeting date month. Board Director term of service is three years in length.

A Rowan County seat on the CEDC board is set to open on February 28, 2019. We would like to recommend Rod Crider, the Executive Director of the Rowan Economic Development Commission, as a nominee for that position. Rod has been engaged in past activities with our organization, and we feel that he would make a valuable addition to our Board. In order for Rod to take a place on our board, the Rowan County Board of Commissioners must confirm his appointment for a three year term (March 1, 2019—February 28, 2022).

We request your assistance to bring this matter to the attention of the Rowan County Board of Commissioners at their next regularly scheduled meeting for this appointment to the 2019-2022 CEDC Board Director seat. Should you have any question regarding this matter, please contact me at (704) 348-2720 or [mmanis@centralina.org](mailto:mmanis@centralina.org).

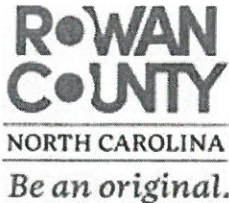
Thank you for your assistance with this matter.

Sincerely,

Michael Manis, President

## 2019 Meeting Schedule:

January 17  
April 18  
July 18  
October 17



## ADVISORY BOARD APPLICATION

**\*\*THIS APPLICATION IS A PUBLIC RECORD  
AND MUST BE FULLY COMPLETED TO BE CONSIDERED\*\***

**If You Choose To Print And Mail The Application Please Return To:**  
**Rowan County Board of Commissioners**  
**130 West Innes Street**  
**Salisbury, NC 28144**  
**\*Fax: 704-216-8195 \* Phone: 704-216-8180**

The Rowan County Board of Commissioners appreciates your interest in serving on a Board or Commission. This application will provide general information to the Board when it considers appointments based on your individual interests to serve. Questions are asked regarding gender, occupation, and education in order to meet the County's statutory reporting requirements to the State of North Carolina.

**Applicant Name:** Rodney A. Crider **Date of Application:** 1 / 3 / 2019

**HomeAddress:** 114 Kingsbridge Rd. Sallisbury, NC 28144  
*Street Address, City, Zip Code*

**Home Phone:** NA **Business Phone:** 704-637-5526

**Cell Phone:** 980-330-9847 **Fax Number:** NA

**Email Address:** rcrider@rowanedc.com **Gender:** Male ☒ Female ☐

**Education:** BBA, Western Mi University; MBA, Maddonna University

**Current Employer:** Rowan EDC **Occupation:** President

**I am interested in the following Board/Commissions (If listing more than one board, please list in the priority of your interest:** Centralina Economic Development Commission (CEDC)

**Business/Civic Experience and why you feel you are qualified for this appointment:**

As an experienced economic developer and active participant in regional econmic development efforts,  
I believe I could represent Rowan County well on the CEDC.

**Do you reside within the boundaries of Rowan County:** Yes ☒ No ☐

**Have you ever been convicted of a felony?** Yes ☐ No ☒ **If the answer is yes, please explain:** \_\_\_\_\_

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



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

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

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

<b><u>Name:</u></b> Patricia B. Beck	<b><u>Date:</u></b> 01/28/2019
<b><u>Address:</u></b> 1224 Glenwood Avenue	<b><u>Home Phone:</u></b> 704-633-7633
<b><u>City, State, Zip:</u></b> Salisbury, North Carolina 28146	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> pbbeck34@carolina.rr.com	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> High School, some Rowan Tech	
<b><u>Current Employer:</u></b> retired	<b><u>Occupation:</u></b>
<b><u>I am interested in the following Board / Commission:</u></b> Rowan County Landmark Commission	
<b><u>Recent Community Activities:</u></b> None	
<b><u>Why do you feel you are qualified for this appointment:</u></b> Lived here all my life	
<b><u>Have you ever been convicted of a felony:</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	
<b><u>I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.</u></b> Initial: pbb	



Rowan County Board of Commissioners  
 130 West Innes Street  
 Salisbury, NC 28144  
 704-216-8180  
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**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

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

<b><u>Name:</u></b> William Kimball Kepley	<b><u>Date:</u></b> 01/16/2019
<b><u>Address:</u></b> 7265 Bringle Ferry Road	<b><u>Home Phone:</u></b> 7046371478
<b><u>City, State, Zip:</u></b> Salisbury, NC 28146	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> billkepley@carolina.rr.com	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> Graduated from Boyden High School 1970; Graduated from East Carolina University 1976	
<b><u>Current Employer:</u></b> Retired	<b><u>Occupation:</u></b>
<b><u>I am interested in the following Board / Commission:</u></b> Historic Landmarks Commission	
<b><u>Recent Community Activities:</u></b> Member, Rowan County Parks & Recreation Commission; Member, NC Transportation Museum; Member, Rowan Museum, Inc.; Member, Friends of Rowan County Library; Chairman, Church Council - Coburn Memorial United Methodist Church; Vice President, Boy Scout Units 448, Inc. (BSA)	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I have a strong interest and broad knowledge of Rowan County History; Licensed Real Estate Broker in NC	
<b><u>Have you ever been convicted of a felony:</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	

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

Initial: WKK



Post Office Box 37  
100 North Main Street  
Faith, North Carolina 28041-0037  
Telephone: (704) 279-7500  
Facsimile: (704) 279-0408  
Email: clerk@webkorner.com

December 14, 2018

Rowan County Board of Commissioners  
130 W. Innes Street  
Salisbury, NC 28144

Dear Rowan County Commissioners:

The Board of Aldermen of the Town of Faith has approved Cynthia L. Ehrman to serve as an out-of-town member of the Town of Faith Planning Board. Mrs. Ehrman resides at 107 Log Barn Road which is within the extraterritorial jurisdiction of the Town of Faith.

Enclosed please find the completed Application For Nomination To County Boards And Committees as completed by Mrs. Ehrman.

The Board of Aldermen would appreciate your approval of Mrs. Ehrman for this position. We look forward to your reply regarding this matter.

Sincerely,

A handwritten signature in blue ink, which appears to read "Karen C. Fink", is located below the "Sincerely," text.

Karen C. Fink  
Town Clerk/Finance Officer  
Town of Faith Board of Aldermen

Enclosure

## Appointment Process

Interested individuals should obtain and submit an application to the County Manager's Office for consideration by the Board of Commissioners. Typically, applications are submitted to the Board during the first commission meeting in the month and must be received by the Clerk to the Board by 5pm the second Friday prior to the meeting. Please feel free to contact the Clerk to the Board at 704-216-8180 with any questions.

After the Commission meeting all applicants are notified of the Board's decision.

### THIS APPLICATION IS PUBLIC RECORD

All fields with (\*) must be completed for successful submission.

You must enter a valid email address. You will receive a copy of your application by email upon successful completion.

First Name:*	Middle Name:
CYNTHIA	LEA
Last Name:*	Date:*
EHRLMAN	
Address:*	City:*
107 LOGBARN RD	SALISBURY
State:*	Zip Code:*
NC	28146
County of Residence*	Home Phone
ROWAN	704-239 5542
Email Address*	Work Phone
CindySellson@gmail.com	704-239-0677
Education:	
GRAPHIC ARTS CERTIFICATION GRADUATE OF REALTOR INSTITUTE CERTIFIED RESIDENTIAL SPECIALIST	
Current Employer:	Occupation:
REMAX LEADING EDGE	REALTOR.
I am interested in the following Board/Commission:*	
Town of Faith Planning Board	
Recent Community Activities:*	
SALISBURY ROWAN ASSOCIATION OF REALTORS SRAR- DIRECTOR SRAR PRESIDENT 2011	

Why do you feel you are qualified for this appointment:\*

I HAVE SERVED ON SEVERAL COMMITTEES WITH SRAR  
ASSISTING THE INTEREST OF THE PUBLIC AND MY CLIENTS.  
THE DIRECTION OF MY COMMUNITY IS VERY IMPORTANT.



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

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

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

<b><u>Name:</u></b> Jereme Linker	<b><u>Date:</u></b> 11/29/2018
<b><u>Address:</u></b> 235 Crescent Road	<b><u>Home Phone:</u></b>
<b><u>City, State, Zip:</u></b> Rockwell, NC 28138	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> jereme.l.linker@gmail.com	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> Bachelor of Science in Criminal Justice, Majoring in Homeland Security	
<b><u>Current Employer:</u></b> Town of Rockwell	<b><u>Occupation:</u></b> Firefighter
<b><u>I am interested in the following Board / Commission:</u></b> Town of Rockwell Planning and Zoning Board	
<b><u>Recent Community Activities:</u></b> I am a member of the Rockwell City Fire Department and participate in different public affair events throughout the year. These events range from fire prevention week at schools to instillation of smoke detectors. I am also a member of the United States Coast Guard Auxiliary as a Flotilla Commander. One of our support functions is to provide public education events within our area of responsibility. Events such as: Memorials at the Price of Freedom Museum, Life Jacket giveaway on High Rock, and boater safety classes throughout the area.	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I have worked both in the private side for different local businesses, as well as currently working for the public. I have gained a wide range of knowledge throughout my life and wish to continue to serve the Rockwell Community. As a member of the Town of Rockwell Planning and Zoning Board, I would work with others to keep the Town of Rockwell strong.	

Have you ever been convicted of a felony:

No

If the answer is yes above, please explain:

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

Initial: JL